

Victoria Storrs
Chair

Catherine M. Hedgeman, Esq.
Vice Chair/ Assistant Secretary

Tim Maniccia
Secretary

Richard Kotlow
Treasurer

David Kidera
Member

Jared Finke
Member

Christopher Bub
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

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

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

Vacant
Senior Economic Developer
Ext. 1189

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

Regular Meeting Agenda
Friday, November 19, 2021
8:00 AM
Town Hall Auditorium

I. Notice

Meetings to be held electronically Due to the Novel Coronavirus (COVID-19) and the Delta variant, the Bethlehem IDA will meet remotely via video conference/webinar. Legislation (S.50001/A.40001) signed by Governor Kathy Hochul on 9/2/21 extended virtual public meetings. Members of the public may view and listen to the live meetings by visiting the Town of Bethlehem Website/Meeting Portal, selecting the meeting date, and clicking on the video icon. Agendas, minutes, and videos are available at this same link. Please check the Town website for updates.

II. Call to Order/Roll Call/Quorum Determination

III. Welcome Chris Bub as New Member

IV. Minutes Approval

1. Bethlehem Industrial Development Agency - Regular Meeting - Oct 22, 2021 8:00 AM

V. Reports of Committees

1. None

VI. Communications

1. None

VII. Executive Session on Personnel Matters (Storrs)

VIII. Old Business

1. Planning Board Update (Leslie)
2. Report of ED Coordinator (Leslie)
3. Cannon/Burt Crane Status Update (Connolly)

Meeting of Friday, November 19, 2021

IX. New Business

1. Financial Statements 10/31/21 (Maikels)
2. Albany Port District Commission Term Sheet (Connolly)
3. 2022 Administrative Services Contract/Resolution (Storrs)

X. Future Meetings

1. Regular Meeting - Friday, December 17, 2021 8:00 a.m.

XI. Adjournment

Adjourn

Victoria Storrs
Chair

Catherine M. Hedgeman, Esq.
Vice Chair/ Assistant Secretary

Tim Maniccia
Secretary

Richard Kotlow
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David Kidera
Member

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Member

Vacant
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Regular Meeting Minutes
Friday, October 22, 2021
8:00 AM
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Thomas P. Connolly
Executive Director,
Assistant Secretary and
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518-573-2200

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I. Notice

- MEETINGS TO BE HELD ELECTRONICALLY DUE TO THE NOVEL CORONAVIRUS (COVID-19) AND THE DELTA VARIANT, THE BETHLEHEM IDA WILL MEET REMOTELY VIA VIDEO CONFERENCE/WEBINAR. LEGISLATION (S.50001/A.40001) SIGNED BY GOVERNOR KATHY HOCHUL ON 9/2/21 EXTENDED VIRTUAL PUBLIC MEETINGS. MEMBERS OF THE PUBLIC MAY VIEW AND LISTEN TO THE LIVE MEETINGS BY VISITING THE TOWN OF BETHLEHEM WEBSITE/MEETING PORTAL, SELECTING THE MEETING DATE, AND CLICKING ON THE VIDEO ICON. 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 8:03 AM with the presence of a quorum noted.

Attendee Name	Title	Status	Arrived
Victoria Storrs	Chair	Present	
Catherine Hedgeman	Vice Chair/Asst Secretary	Present	
Tim Maniccia	Secretary	Present	
Richard Kotlow	Treasurer	Present	
David Kidera	Board Member	Present	
Jared Finke	Board Member	Present	
Thomas P. Connolly	Executive Director/Agency Counsel	Present	
Joe Scott	Bond 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

- AMENDMENT TO SEPTEMBER 24, 2021 REGULAR MEETING MINUTES

Minutes Acceptance: Minutes of Oct 22, 2021 8:00 AM (Minutes Approval)

Chair Storrs read the following amendment to the September 24, 2021 Regular Meeting Minutes.

X. Adjournment

The meeting was adjourned at [10:30] am.

Result: Approved [Unanimous]

Mover: Richard Kotlow

Seconder: David Kidera

Ayes: Storrs, Hedgeman, Finke

Friday, September 24, 2021

RESULT: ACCEPTED AS AMENDED [UNANIMOUS]
MOVER: David Kidera, Board Member
SECONDER: Tim Maniccia, Secretary
AYES: Storrs, Hedgeman, Maniccia, Kotlow, Kidera, Finke

• **SPECIAL MEETING WEDNESDAY, OCTOBER 13, 2021**

Motion To: Approval of October 13, 2021 Special Meeting Minutes

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Maniccia, Secretary
SECONDER: Richard Kotlow, Treasurer
AYES: Storrs, Hedgeman, Maniccia, Kotlow, Kidera, Finke

IV. Reports of Committees

• **DRAFT 2022 BUDGET (STORRS/KOTLOW)**

The proposed 2022 Budget recommended by the Finance Committee was presented and discussed. The budget has been adjusted to reflect a change of the Executive Director position from on staff to contract. The budget can be revised in response to any material changes.

• **2022 BUDGET/RESOLUTION (STORRS)**

Upon motion by Mr. Maniccia, seconded by Mr. Kidera, the Agency unanimously adopted the 2022 Budget.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Maniccia, Secretary
SECONDER: David Kidera, Board Member
AYES: Storrs, Hedgeman, Maniccia, Kotlow, Kidera, Finke

V. Communications

• **NONE**

There are no communications.

VI. Old Business

- **PLANNING BOARD UPDATE (LESLIE)**

The Albany Port District Commission will be submitting additional information to the Planning Board as part of their SEQR review.

- **REPORT OF ED COORDINATOR (LESLIE)**

The process by the Town for hiring an new Economic Development Coordinator is underway.

VII. New Business

- **FINANCIAL STATEMENTS 9/30/21 (MAIKELS)**

Mr. Maikels reported the September 30, 2021 financial statements. Income and expenses are fairly static. Actual to budget, the Agency is ahead by \$33,534.

- **ALBANY PORT DISTRICT COMMISSION PROJECT FEES (STORRS)**

Chair Storrs has discussed project fees with the Albany Port District Commission.

- **ALBANY PORT DISTRICT COMMISSION TERM SHEET (SCOTT)**

Due to some modifications in the project, the Albany Port District Commission is returning to the Planning Board with changes that require additional work to comply with SEQR. Approval is anticipated in January 2022 at the earliest. Based on this timeline, a non-binding term sheet can be prepared to outline what is going to happen, similar to a commitment letter from a bank, allowing the Port to begin putting together construction contracts. The term sheet to be prepared by Mr. Scott can be reviewed and approved by the full board at the November 19 Regular Meeting.

- **PROCESS FOR CHOOSING EXECUTIVE DIRECTOR/AGENCY COUNSEL (CONNOLLY)**

The Agency purchasing policy includes supplement guidelines for obtaining professional services for executive director and counsel. Mr. Connolly described the process for drafting and noticing a request for proposals by interested applicants. Members discussed how to proceed including whether to make an exception to the Agency policy in order to expedite the process. Ms. Hedgeman excused herself from the discussion and any action.

A draft RFP will be circulated to the members for comments and suggestions prior to publication.

VIII. Future Meetings

- **REGULAR MEETING - FRIDAY, NOVEMBER 19, 2021 8:00 A.M.**

IX. Adjournment

Motion To: Adjourn

RESULT: ADJOURN [UNANIMOUS]
MOVER: Tim Maniccia, Secretary
SECONDER: Jared Finke, Board Member
AYES: Storrs, Hedgeman, Maniccia, Kotlow, Kidera, Finke

Minutes Acceptance: Minutes of Oct 22, 2021 8:00 AM (Minutes Approval)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF NET ASSETS
October 31, 2021

ASSETS	<u>October 31, 2021</u>
Current Assets	
Checking/Savings	
200.04 Cash-M&T Bank Agency Account	440,026.41
Total Checking/Savings	<u>440,026.41</u>
Other Current Assets	
380 Fee Receivable	0.00
480 Prepaid Expense	880.88
Total Other Current Assets	<u>880.88</u>
Total Current Assets	<u>440,907.29</u>
TOTAL ASSETS	<u><u>440,907.29</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
601 Accrued Expenses	33,347.62
Total Current Liabilities	<u>33,347.62</u>
Total Liabilities	<u>33,347.62</u>
Equity	
924 Net Assets	
924.3 Net Assets-Unassigned	407,589.67
Total 924 Net Assets	<u>407,589.67</u>
Total Equity	<u>407,589.67</u>
TOTAL LIABILITIES & EQUITY	<u><u>440,907.29</u></u>

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF REVENUE AND EXPENSES
October 31, 2021

ORDINARY INCOME/EXPENSE

Income

2116 FEE INCOME	17,243.35
2116.1 PSEG ENERGY REIMB	<u>67,838.64</u>
Total Income	85,081.99

Expenses

6460.1 Salaries and Wages	40,473.40
6460.4 Contractual Expenses	58,661.12
6460.8 Employee Benefits	<u>6,762.50</u>
Total Expenses	105,897.02

NET ORDINARY INCOME	<u>-20,815.03</u>
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Other Income/Expense

Other Income

2401 Interest Income	68.94
6460.8 Grants for Economic Dev	<u>-500.00</u>
Total Other Income	<u>-431.06</u>

NET INCOME	<u><u>-21,246.09</u></u>
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BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
 BUDGET VS ACTUAL
 October 31, 2021

Ordinary Income/Expense	Oct-21	YTD Budget	Variance	Annual Budget
Income				
2116 Fee Income	17,243.35	43,953.33	-26,709.98	52,744.00
2106.1 PSEG Energy Reimb	67,838.64	31,666.68	36,171.96	38,000.00
Total Income	85,081.99	75,620.01	9,461.98	90,744.00
Expenses				
6460.1 Salaries and Wages	40,473.40	40,473.33	0.07	48,568.00
6460.4 Contractual Expenses	58,661.12	62,583.33	-3,922.21	75,100.00
6460.8 Employee Benefits	6,762.50	6,762.50	0.00	8,115.00
Total Expenses	105,897.02	109,819.16	-3,922.14	131,783.00
Net Ordinary Income	-20,815.03	-34,199.15	13,384.12	-41,039.00
Other Income/Expense				
2401 Interest Income	68.94	1,000.00	-931.06	1,200.00
6460.8 Grants for Economic Dev	-500.00	-16,250.00	-15,750.00	19,500.00
Total Other Income	-431.06	-15,250.00	14,818.94	-18,300.00
Net Income	-21,246.09	-49,449.15	28,203.06	-59,339.00

2022
ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT is made as of the 1st day of January, 2022, 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 existing employee of the Town of Bethlehem as Assistant Executive Director, and anticipates employing a future employee of the Town of Bethlehem as Senior Economic Developer 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 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 2022; 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 \$272,200.00, which is approximately two times the average annual audited expenses for the past three years (“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 Senior Economic Developer (“Economic Developer”) and the Administrative Assistant to the Supervisor of the Municipality (“Assistant Executive Director”) to provide consulting services to the Agency on a part-time basis. The services of the of the Economic Developer shall be to perform assignments for the Agency as described in Attachment B 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 Assistant Executive Director 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), to assist the Executive Director, and to perform additional duties as described in Exhibit C.

(ii) [Intentionally Omitted]

(iii) [Intentionally Omitted]

(iv) [Intentionally Omitted]

SECTION 1.2. TERM. The term of this Agreement shall be from January 1, 2022 through December 31, 2022. 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, 2022, and one-half shall be paid on December 15, 2022. If at any time a staff position is vacant, a pro rata portion of the amount set forth in Exhibit A, corresponding to the period of vacancy, shall be deducted from the payment.

- (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 _____, 2021. 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 19, 2021. 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 2022 v3 (8290 : Services Contract)

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On the ____ day of _____ in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared Victoria L. Storrs 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 2021 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 2022 v3 (8290 : Services Contract)

Town of Bethlehem and Town of Bethlehem IDA
2022 Administrative
Services Contract
Exhibit A

Services Performed by Town Staff	Fee for Services Performed
Assistant Executive Director (Nagengast)	\$15,000
Senior Economic Developer (TBD)	\$19,260
<u>Other</u>	
Postage, Copying	\$500
Agreed upon amount for services for 2022 (exclusive of additional tasks as provided under Additional Terms, below)	\$35,760

Additional Terms:

The municipality will supply meeting space, video streaming/agenda service, website and other support as needed and approved by both the Agency and the municipality.

The Agency may request additional economic development services, congruent with the Agency’s Mission Statement and goals, to be performed by Town staff, submitting for each task a written scope, timeline, and proposed additional fee for approval by the Town.

Attachment: Administrative Services Contract 2022 v3 (8290 : Services Contract)

Town of Bethlehem and Bethlehem IDA
2022 Administrative Services Contract
Exhibit B
Services to be Provided by the Senior Economic Developer

Tasks for the Agency will be overseen and, where applicable, initiated by the Executive Director

Prepare economic and limited fiscal impact reports with a benefit/cost analysis for projects under review by the Agency

Conduct business development and outreach

- Outreach and follow up to national, state, regional, and local businesses eligible to apply for Agency financial assistance, including research on suitability of businesses and summary of potential.
- Outreach and follow up with state and regional economic development organizations including but not limited to the Center for Economic Growth, New York State Economic Development Council, and Empire State Development.
- Follow and attend activities of the Bethlehem Chamber of Commerce as requested by the Agency.
- Outreach to existing businesses that have previously received financial assistance from the Agency, including arranging and attending follow up meetings with Agency and Town representatives when requested.
- When feasible, organize an in-person event centered on the Town's and the Agency's economic development history and goals, and include state and regional economic development leaders as well as local businesses and organizations.

Create an inventory of businesses currently in the Town of Bethlehem

Create, with support from the Assistant Executive Director, marketing materials for specific sites or areas of the Town to promote interest in targeted development, as directed by the Agency.

Respond, with support from the Assistant Executive Director, to expressions of interest by and on behalf of businesses considering expanding or locating within the Town of Bethlehem, as directed by the Agency.

Town of Bethlehem and Bethlehem IDA
2022 Administrative Services Contract
Exhibit C

Services to be Provided by the Assistant Executive Director

Tasks for the Agency will be overseen and, where applicable, initiated by the Executive Director

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), to assist the Executive Director, and to perform additional duties as described below.

Maintain and update the Agency's website at least monthly

- Make and implement recommendations for news items, featured projects, and links to additional resources;
- Remove outdated material and update images and graphics; and
- Conduct an annual review of the website, view websites of other IDAs, and advise the Agency on whether/when a substantial revision would be beneficial.

In cooperation with the Senior Economic Developer create and manage any in-person events sponsored by the Agency.

Integrate additional communication tools into Agency website and documents, such as using live, video and internet strategies.

Assist the Senior Economic Developer with creating marketing materials for specific sites or areas of the Town to promote interest in targeted development, as directed by the Agency.

Assist the Executive Director and the Senior Economic Developer, as directed by the Agency, with responses to expressions of interest by and on behalf of businesses considering expanding or locating within the Town of Bethlehem.

Coordinate communications between the Agency and organizations including, but not limited to, the Bethlehem Chamber of Commerce, the Capital Region Chamber of Commerce/ Center for Economic Growth, and the New York State Economic Development Council.