

WILLIAM M. CLAY
CHAIRMAN
ANTON DRESLIN
TRAVON T. JACKSON
MARLENE MCTIGUE
PAUL NYLIN
MICHAEL PAPARIAN
WILLIAM MURPHY



ALBANY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

COUNTY OFFICE BUILDING
111 WASHINGTON AVE
SUITE 100
ALBANY, NEW YORK 12207-2021
(518) 447-7707

AGENDA

Wednesday January 3rd, 2024, at 5:30 p.m.
111 Washington Ave Suite 100, Albany NY 12210

1. Welcome William Clay, Chairman
2. Roll Call for record William Clay, Chairman
3. Reading and approval of 11/1/2023 Meeting Minutes William Clay, Chairman
4. CFO Report Amy Thompson, CFO
5. CEO Report Kevin O'Connor, CEO
6. Ongoing Business:
 - a. Banking RFP Amy Thompson, CFO
 - b. Website RFP Rosemary McHugh, AACA
7. New Business:
 - a. Resolution - Housekeeping (action item) A. Joseph Scott, Esq.
 - b. Camoin Economic Impact Proposal Kevin O'Connor, CEO
 - c. Regeneron Economic Impact Statement Kevin O'Connor, CEO
 - d. Local Labor Policy A. Joseph Scott, Esq.
 - e. Plug Power update Kevin O'Connor, CEO
 - f. TJA-NY-Switzkill-Proposed Solar Project A. Joseph Scott, Esq.
8. Public Comments
9. Open Discussion All Board Members
 - a. 2024 Meeting Dates
 - b. February NYEDC Conference
10. Executive Session (if necessary) William Clay, Chairman
11. Adjournment William Clay, Chairman

**ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
BOARD MEETING MINUTES
November 1, 2023**

The monthly Board Member meeting of the Albany County Industrial Development Agency (ACIDA) was held on Wednesday, November 1, 2023, at 5:30 o'clock pm, immediately following the Albany County Industrial Development Agency Audit Committee Meeting.

Attending

Michael Paparian, Treasurer; Paul Nylin, Member; Marlene McTigue, Member, William Murphy, Member.

Also Present

Kevin O'Connor, Chief Executive Officer; Amy Thompson, Chief Financial Officer; Rosemary McHugh, Economic Development Coordinator, Albany County Alliance; Lucas Rogers, Albany County, Shannon Wagner and Christopher Canada, Hodson & Russ; Brian Marsh and Megan Grenier, Village of Menands; Kyle Cherry, Regeneron; Courtney Jaskula, BOE Menands Central School District; Jennifer Cannavo Superintendent of Menands Central School District; Stephanie Mumford, Teal, Becker & Chairamonte, CPA's PC (virtual).

Excused

William Clay, Chairman; Anton Dreslin, Asst. Secretary; and Travon Jackson, Member

Call to Order

The Albany County Industrial Development Agency Audit Committee Meeting was called to order by acting Chairman, Michael Paparian at 5:30 pm.

Roll Call

Attendance was called, and noted quorum was present.

Audit Committee Report

Stephanie Mumford of Teal, Becker and Chairamonte, CPA's PC presented the layout for the upcoming audit via Microsoft Teams. The Audit Engagement letter will be shared at a future date and the team lead will be Christina Gerasia. The audit strategy will consist of a risk assessment, review of financial statements, analytical review of financial statements, control environments and assessment of quantitative/qualitative data.

Acting Chairman, Michael Paparian informed the Board the updated Audit Committee will be announced at the December Board Meeting. No further action was taken.

Acting Chairman, Michael Paparian asked for a motion to convene the audit report and move onto the regular Board Meeting.

Motion by Marlene McTigue and Seconded by Paul Nylin

Vote: Motion adopted (4-0)

Call to Order

The ACIDA Meeting was called to order by acting Chairman, Michael Paparian at 5:40 pm.

Roll Call

Attendance was called, and noted quorum was present.

Approval of the Meeting Minutes

Acting Chairman, Michael Paparian asked for a motion to approve the minutes of October 4, 2023 monthly meeting as presented.

Motion by Marlene McTigue and Seconded by Paul Nylin

Vote: Motion was adopted (4-0)

Chair Report

None.

Finance

Amy Thompson presented the financial report for September 2023.

Motion by William Murphy and Seconded by Paul Nylin.

Vote: Resolution was adopted (4-0).

Unfinished Business

Recommendations regarding appointments of committee members. No action was taken. A Resolution for the new appointments will be presented at the next meeting.

New Business

Kevin O'Connor, CEO shared potential projects from the Carver Company that will be presented at the December meeting. The goal will be to provide a high job count and capital investment for the Port of Coeymans.

Public Hearing Resolution for Regeneron Pharmaceuticals, Inc. Kyle Cherry of Regeneron answered questions regarding the new site Regeneron purchased in Menands, NY. He confirmed all relevant information is in the PILOT Application.

No action was taken.

Acting Chairman, Michael Paparian asked for a motion to accept the Public Hearing Resolution.

Motion by Marlene McTigue and Seconded by Paul Nylin

Vote: Motion was adopted (4-0)

Public Comments

No comments from Counsel that was present.

Brian March, Mayor of Menands, NY said this is a revitalization of the area and will provide relief. He is looking forward to the next steps in the process and welcomes comments from the Regeneration representative.

Courtney Jakula, BOE of Menands School District said she is excited and believes they will be a good partner. She would like to know more about the tax implications. And the tax cap for the district.

Executive Session

Acting Chair, Mike Paparian asked for a Motion to go into Executive Session at 6:14 pm.

Motion by William Murphy and Seconded by Marlene McTigue to go into Executive Session to advice of Counsel and discuss financial matters.

The Board came out of Executive Session at 6:27 pm.

Adjournment

Acting Chair, Mike Paparian asked for a Motion to adjourn the Meeting.

Motion by Marlene McTigue and Seconded by William Murphy.

Vote: Motion was adopted (4-0)

Meeting adjourned @ 6:29 pm.

Albany County Industrial Development Agency
Statement of Financial Position
As of November 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
201-50 Trustco CD 4466 .10% 5/16/24	825,536.94
202-50 Trustco CD 4433 .10% 8/11/24	119,200.34
204-00 REG CHECKING TRUSTCO	3,659,248.58
205-50 Trustco CD 1135 4.9% 2/14/24	1,031,756.78
205-60 Trustco CD 1139 4.9% 3/14/24	1,030,831.76
Total Bank Accounts	\$ 6,666,574.40
Other Current Assets	
480-00 PREPAID EXPENSES	4,101.48
Total Other Current Assets	\$ 4,101.48
Total Current Assets	\$ 6,670,675.88
Fixed Assets	
104-00 Office Furniture & Equipment	10,118.37
105-00 Accumulated Depreciation	-10,118.37
Total Fixed Assets	\$ 0.00
TOTAL ASSETS	\$ 6,670,675.88
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
601-00 ACCRUED LIABILITIES	2,181,154.64
Total Liabilities	\$ 2,181,154.64
Equity	
3000 Opening Bal Equity	0.00
909-00 Retained Earnings	6,035,272.23
Net Revenue	-1,545,750.99
Total Equity	\$ 4,489,521.24
TOTAL LIABILITIES AND EQUITY	\$ 6,670,675.88

Albany County Industrial Development Agency
Statement of Activity
 January - November, 2023

		<u>Total</u>
Revenue		
2116-00 FEES		819,302.55
2401-00 INTEREST AND EARNINGS		77,941.52
Total Revenue	\$	897,244.07
Gross Profit	\$	897,244.07
Expenditures		
6461-00 PERSONNEL SERVICES		40,713.99
6462-01 INSURANCE		428.66
6464-00 OPERATING EXPENSES		2,212,500.00
6465-01 COMPUTER/INTERNET		322.80
6466-01 DUES & SUBSCRIPTIONS		11,520.00
6467-00 LEGAL & PROFESSIONAL FEES		55,304.50
6468-00 EMPLOYEE BENEFITS		10,751.01
6469-01 PROFESSIONAL DEVELOPMENT		295.00
6470-00 BANK CHARGES		48.00
6471-11 AACA MGMT FEE		111,111.10
Total Expenditures	\$	2,442,995.06
Net Operating Revenue	-\$	1,545,750.99
Net Revenue	-\$	1,545,750.99

ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Financial Statement Narrative
For the Period Ending November 30, 2023

This report provides an overview of the P&L and Balance Sheet for the Albany County Industrial Development Agency YTD November 2023.

The Albany County IDA is committed to fostering economic growth and development in the region by promoting industrial projects and supporting businesses.

The IDA's financial performance remains robust and can be attributed to successful project implementation and prudent financial management. The agency's commitment to sound fiscal policies and investments has contributed to the positive financial outcomes.

Total revenue YTD is \$897,244 and our current cash position is strong at \$6,666,574. Our largest expenditure in 2023 is the \$2,000,000 payment due to Plug Power. The IDA continued to invest in key projects aimed at creating employment opportunities and fostering economic development, notably Plug Power. These initiatives have not only generated positive economic externalities but have contributed to the long-term viability of the region.

Looking ahead, the IDA is poised for continued success, with a robust pipeline of projects and a strategic vision for sustainable development. The agency will remain adaptive to economic trends, regulatory changes, and industry dynamics to ensure its relevance and effectiveness in the years to come.

Profit & Loss

Operating Revenue –

Fees collected as of November 30, 2023 are \$897,244. This includes fees collected from the following: Plug Power \$811,802 and CHPE LLC \$7,500.

Interest income of \$77,914 is comprised of interest earned on CD's currently held at Trustco Bank. We are in the process of reviewing the banking RFP's received from six area banks to see if there is an opportunity to earn interest at higher rates.

Operating Expenses–

Personnel expenses of \$40,713 include expenses paid to former employees through June 30, 2023.

Operating expenses of \$2,212,500 include a payment to be made in December 2023 of \$2,000,000 to Plug Power as well as a payment that was made to the Bethlehem IDA in the amount of \$212,500 for their portion of the admin fee that was collected from Plug Power.

Dues and Subscription expense of \$11,520 is comprised of dues paid to NYSEDC, Capital Region Chamber of Commerce as well as \$10,000 paid to CEG.

Legal and Professional expenses of \$55,304 include a payment to Teal, Becker, Chiaromonte of \$7,500 for audit services as well as \$47,804 paid to Hodgson Russ for legal services provided through September 2023.

Employee Benefit expenses of \$10,751 include benefits for former employees through June 2023 to CMS Medicare Insurance as well as Benefit Choices.

AACA Management Fee expense of \$111,111 includes 5 months of the AACA mgmt fee payable at \$22,222 each month.

Balance Sheet

Assets –

Cash balance as of November 30, 2023 is \$6,666,574. Of that there is \$3,652,221 in the checking account available for operating expenses. The total amount currently held in CD's is \$3,007,326.

Liabilities –

Accrued liabilities of \$2,181,155 include the payment made in December 2023 to Plug Power as well as \$181,155 received in error from Greenbacker Renewable Energy.

ALBANY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BANKING RFP RESULTS

JANUARY 3, 2024

PROPOSALS RECEIVED

- CAPITAL BANK
- PIONEER BANK
- BANK OF COXSACKIE
- COMMUNITY BANK
- KEY BANK
- M&T BANK

RFP CRITERIA

- **Qualifications & Experience**
- **Implementation Timeline**
- **Pricing & Account Analysis**
- **Scope of Services**
- **Financial Strength/Financial Controls**

BANK RATES SUMMARY

Bank	Checking Rate	Money Market Rate	CD Rates
CAPITAL BANK	2.43%-2.5%	2.4-2.5%	4.7-4.9%
PIONEER	0.0%	5.05%	NO CD'S
BANK OF COXSACKIE	0.10%	3.00%	5%
COMMUNITY BANK	0.10%	3.50%	5.0-5.1%
KEY BANK	2.0%	2.50%	4%
M&T BANK	2.0%	3.00%	4.5%

M&T BANK HIGHLIGHTS

- Implementation Manager Provided
- FDIC Coverage
- Exclusive Govt Banking Dept
- Current Relationship with Banking Mgr
- Competitive Rates
- Ease of Online Services/Conversion Process
- No Monthly Fees
- Two-step approval for online transactions
- Responsive Banking Mgr

CAPITAL BANK HIGHLIGHTS

- **FDIC Coverage**
- **Competitive Rates**
- **No Monthly Fees**
- **Easy Conversion Process**
- **Responsive Banking Mgr**

COMMUNITY BANK HIGHLIGHTS

- **FDIC Coverage**
- **Competitive Rates**
- **No Monthly Fees**
- **Numerous IDA/CRC clients**
- **Ease of Online Services**
- **Two-step approval for online transactions**



DIGITAL MARKETING PROPOSAL:
WEBSITE DESIGN & DEVELOPMENT
ACIDA & ACCRC

Submitted: November 16, 2023

ENDORPHIN® DIGITAL MARKETING

24 Fourth Street, Troy, NY 12180

Web: www.endorphindigital.com

Phone: 518.250.9035

Email: info@endorphindigital.com



Website Design & Development Project

Project Overview:

ACIDA & ACCRC is seeking a qualified and experienced graphic design and content development team to create a website with its own URL. The website would be a link to the Albany County Business Hub under the Advance Albany County Alliance LDC. The website is a vital communication tool that will help us share resources with our stakeholders, partners, and the community at large.

Company Profile:

Endorphin® Digital Marketing is a digital marketing firm offering strategy & planning, web design, search engine optimization and digital advertising. We do this primarily for professional services, local businesses and non-profit organizations.

Since 2005, Endorphin® Digital Marketing has developed and managed strategies to increase visibility, improve communications, build brand recognition and generate increased leads/revenue.

Please visit us at www.EndorphinDigital.com.

Sample Websites:

<https://www.meawisdom.com/>
<https://adler.ch/>
<https://www.healthycell.com/>
<https://www.mtlc.co/>
<https://www.kindsnacks.com/>
<https://www.businessleadersofcolors.com/>
<https://cbmbusiness.com/>
<https://perb.ny.gov/>
<https://j6mediaworks.com/>
<https://erikagabriel.com/>
<https://back2healthyoga.com/>

References:

Gladys Brangman, CEO
Business Leaders of Colors
gladys@businessleadersofcolors.com
607-279-7835
www.businessleadersofcolors.com

Shawn Moodie, Owner/President
CBM Business Solutions
shawn@cbmbusiness.com

518.249.5064

www.cbmbusiness.com

Edward Roy, Owner

J6 Mediaworks

office: 845-809-4253

edward@j6mediaworks.com

<https://j6mediaworks.com/>

Erika Gabriel, Spiritual Medium

16 East Lancaster Ave, Suite #100

Ardmore, PA 19003

info@erikagabriel.com

<https://erikagabriel.com/>

Cristina Roy, CIYT, Owner

Back2Health Yoga, LLC

(845) 202-2228

cristina@b2hyoga.com

<https://back2healthyoga.com>.

Jeremy Fyfe, Owner

GLS Painters

glspainters@gmail.com

(856) 238-1288

www.GLSpainters.com

Development Team:

Erik Bunaes, President/CEO, Endorphin® Digital Marketing. See www.linkedin.com/in/erikbunaes.

Robert K., Developer, 15+ years of experience with custom Laravel, custom WordPress and custom Magento projects, along with custom integrations.

Kasper V., Developer, 20+ years of experience with custom Laravel, custom WordPress and custom Magento projects, along with custom integrations.

Requirements:

1. Assuming 5-10 primary pages, using 3-4 different templates/layouts
2. Home Page with gallery
3. Contact Us Page
4. Board members page, sub-pages with detail about each
5. Meeting minutes page (separate or included on another page)
6. Responsive, mobile-friendly design

Proposed Approach:

We look at every project in 3 phases.

Phase 1: The first phase is a **discovery and design phase** where we take this RFP / scope document and dive into the details of what a website could look like in order to develop a design that aligns with your current and future needs.

Phase 2: The second phase is **development and review/quality control**. This process starts once we confirm that all pieces in discovery and design phase are completed and approved. From here we build out the website, complete our quality assurance/control process, and have your team confirm everything is working as desired and planned.

Phase 3: The third phase is **launch and troubleshooting**. When the second phase is in its final review, we start preparing for launch. This includes setting up the custom url (web address), hosting, and DNS. Once confirmed ready for launch we push the site live on an agreed upon timeframe. We always suggest a launch between Monday and Thursday in the morning. This enables our team and yours to see the site live during the week with the least impact to your schedules.

Content Development:

We are under the impression that 3-5 pages of content will need to be developed while some content will also be provided from your team. An example would include the board member details.

Project Timeline:

- Assuming the project start date is the beginning of December,
- Discovery and design phase should be completed by January 19th.
- Content created by January 19th as part of the discovery and design phase
- Development is complete by the first week of February
- Launch is complete by the middle of February 2024.

In order to maintain the above timeline, we will need to confirm that as we work through each phase that feedback is received promptly. If there is delay in this, then the timelines will be more challenging to accomplish.

Budget:

Total cost: \$9,000. 35% deposit to begin project with balance payable at launch of new website.

Hosting & Maintenance (optional): Three (3) hosting and maintenance options:

1. Monthly updates (\$150 a month) + Hosting + site status report per month
2. Quarterly updates (\$100 a month) + Hosting + site status report per quarter
3. Twice a year updates (\$60 a month) + Hosting


If you would like for us to make minor content updates as needed, we can add a block of hours to the hosting and maintenance packages at a discounted rate of \$125 an hour. If not on our hosting & maintenance packages, our hourly is \$145 and billed as needed.

A signed contractual agreement is required to begin project.

Please let me know if you have any questions and how you would like to proceed.

We are excited to work with you. Thank you for the opportunity!

Endorphin® Digital Marketing

Approved By: 

Erik Bunaes, President & CEO

Date: November 16, 2023

Albany County Industrial Development Agency / Albany County Capital Resource Corporation

Approved By (signature): _____

Name & Title: _____

Date: _____

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Proposal Request Response

Website Design & Development for the Albany County Industrial Development Agency & Albany County Capital Resource Corporation



KathodeRay Media, Inc. is a Full-service Marketing Agency that provides comprehensive solutions to Government Organizations and the Communities they support.

KathodeRay is a NYS-Certified WBE with over 25 years of experience creating impactful brands and messaging campaigns that produce measurable results.



Questions about KathodeRay?

Mark Gustavson

518.966.5600

mark@kathoderay.com

Executive Summary

The ACIDA and ACCRC play a pivotal role in fostering economic growth and revitalizing Albany County communities. The opening of the Albany County Business Hub this spring is a great opportunity to further that goal by connecting different economic development groups in Albany. KathodeRay Media (KRM) will be pleased to apply our expert design and technical skills to create an engaging and intuitive website that will further these connections, allowing the ACIDA and ACCRC to share resources more efficiently with stakeholders, partners, and the community. KRM brings local experience with economic development communications and can offer a 4-step process to launching this website in 10 weeks.

Company Profile

KathodeRay Media, Inc. (KRM) was founded by Kathleen McQuaid Holdridge in 1997 and has been building brands in a digital world ever since. Brands like Cuisinart and HBO Home Video chose KathodeRay to create their first websites, and our company has been designing and implementing websites for over 25 years. A New York State Certified WBE since 2015, our company is not just owned by a woman, but eight out of ten members of our team are women. In addition to Kathleen, the KRM leadership team includes EVP Strategic - Mark A. Gustavson, and VP Creative Emily Boziwick. Our exceptionally strong creative and production team excels at developing and implementing elegant and intuitive websites that provide engaging user experiences. We are a Full-Service agency with extensive in-house capabilities in Strategic Marketing, Design, Campaign Development, Digital & Traditional Advertising, Imaging, Production, and Results Reporting.

We have extensive experience in the Economic Development space, and have created and implemented numerous initiatives of the Greene County Economic Development Corporation. We have been agency of record for Greene County Government since 2018, and have designed and administered the Buy In Greene consumer engagement campaign since 2013, and the Invest In Greene business attraction program since 2016. We also apply our expertise to enhance the development efforts of municipalities and not-for-profit organizations.

KathodeRay Certifications



Portfolio

Buy In Greene

This website is the consumer gateway for Greene County's buy-local consumer engagement program. Over 1,200 local businesses have free listings that are searchable by business type, town, and service area, and can be managed by the business owner. Seasonal consumer promotions group businesses based on seasonal relevance to buyers' needs, and are promoted to both residents and visitors through broadcast, digital, and traditional advertising campaigns.

BUY IN GREENE

BuyInGreene.com

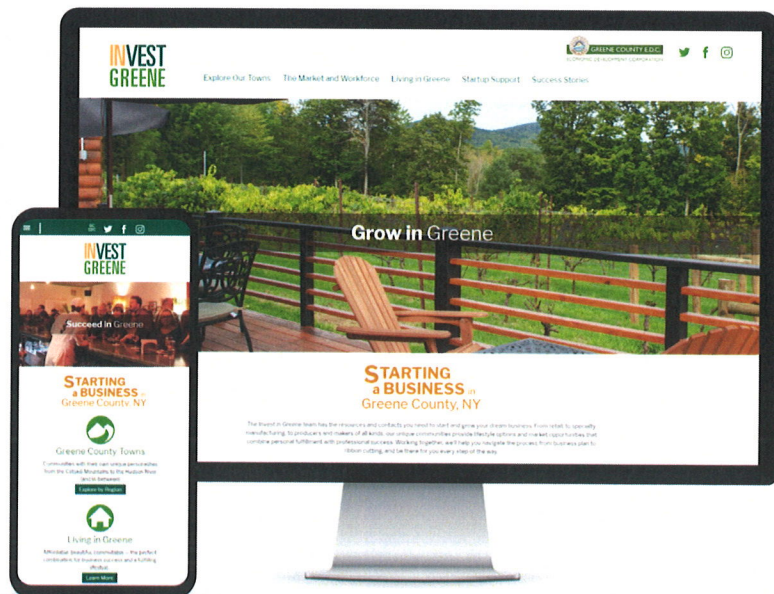


Invest In Greene

This gateway to Greene County's small business attraction program provides promotional pages for each of its 19 municipalities. Visitors to the site can explore communities virtually, read monthly success stories on local businesses, download eBooks from its resource library, and find useful information on obtaining assistance in starting, growing, or relocating their business to Greene County.

INVEST GREENE

InvestInGreene.com

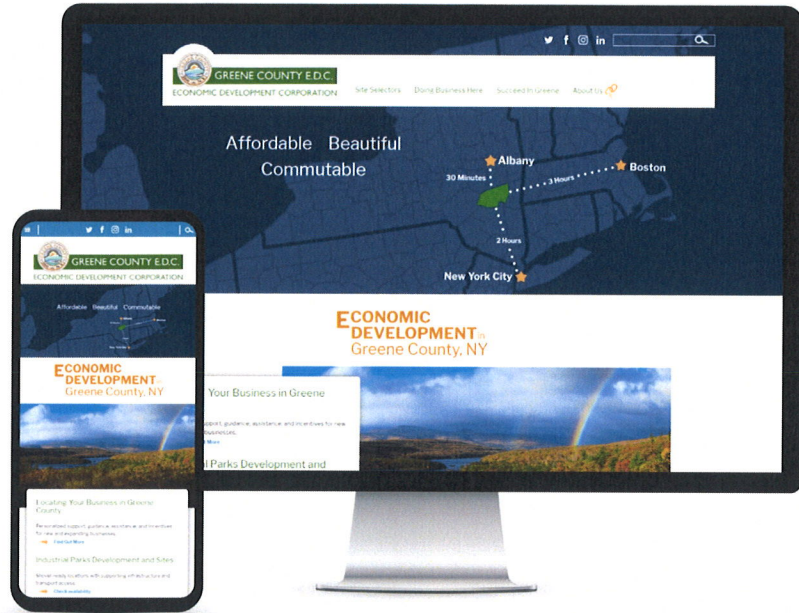


Greene County Economic Development Corporation

As the managing authority of both the Buy In Greene and Invest Greene initiatives, the GCEDC has a dedicated website that serves as a resource for county economic indicators, available programs, and available sites for development. It is also a gateway for new business owners to make initial contact, respond to surveys, and obtain required documentation.



GreeneCountyEDC.com

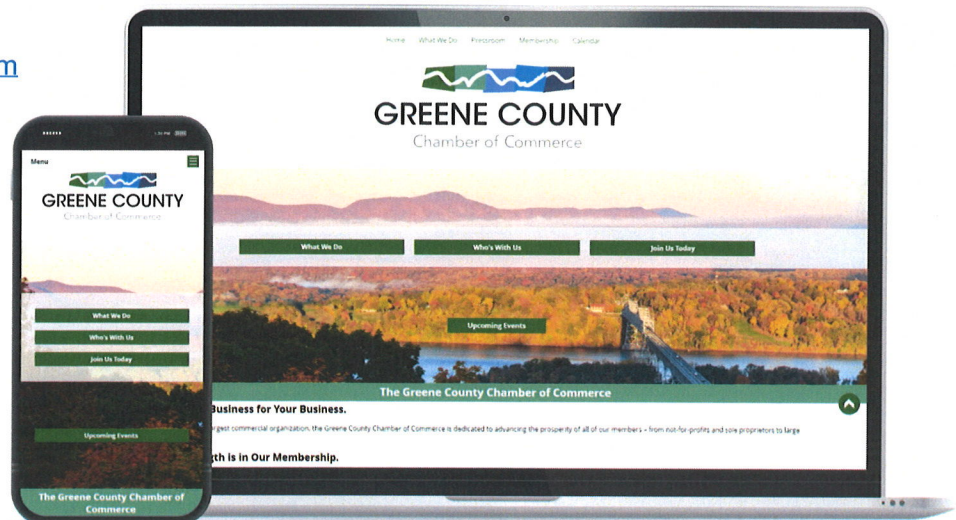


Greene County Chamber of Commerce

This site was designed to promote the mission of the Greene County Chamber, facilitate contact with its members, and provide easy membership application. Users can quickly access upcoming event information, send RSVPs, and support the chamber through event sponsorships. New members are highlighted as they automatically appear in a marquee slideshow at the top of the searchable member directory for 30 days upon joining the chamber.



GreeneCountyChamber.com



Town of Greenville, NY

This municipal website serves as a vehicle to promote town initiatives and events, field and respond to questions about town policies and services, and guide current and prospective residents through the town government process. A town directory facilitates communication with the different departments, and forms & documents can be searched, downloaded, and submitted.



TownofGreenvilleNY.com



Proposed Approach

The KRM website development process consists of 4 stages:

1. Discovery

Within 5 business days of project award, the KRM team will meet with all relevant stakeholders at ACIDA & ACCRC to confirm goals, review available content and image assets, and gain an understanding of the functional and visual elements that will be included in the design.

2. Design

Within 10 business days following the Discovery session, KRM will deliver 3 design options (each with a desktop and mobile version) for review. Each option will consist of a Home Page Design, an Interior Page Design, and the placement of image galleries and contact forms, and marquee sliders. As nearly 80% of users access websites from mobile devices, specific attention will be paid to the navigation and user experience on smartphones. Based on the feedback received from the ACIDA & ACCRC, we will execute up to 3 revisions to finalize the design.

3. Development

Once the design is finalized, we will create a development environment on our agency server to build the site. Relevant stakeholders at the ACIDA & ACCRC will have access to both the public facing side of the website, as well as the intuitive editor interface for making updates and adding timely information. This not only serves as an opportunity for immediate review as work is completed, but enables us to train those who will become responsible for adding and removing content.

4. Testing & Launch

Upon completion and final approval of the website in our development environment, our team will conduct our rigorous testing protocol to ensure that everything looks and functions as it was intended to do. Upon completion of the testing, KRM will confer with the ACIDA & ACCRC to determine an appropriate date to connect the public facing, unique URL to the site and take it live.

Project Timeline

Assuming award in the first week of December 2023 and timely responses from the ACIDA and ACCRC, the site will be live by the week of February 5th, 2024.

Week of December 4, 2023	Project Awarded
December 11 - 15, 2023	Discovery
December 18 - 25, 2023	Design
January 1 - 12, 2024	Design Revision
January 8 - 12, 2024	Design Approval
January 8 - 26, 2024	Development
January 22 - February 2, 2024	User Training
January 29 - February 2, 2024	Testing
February 5, 2024 , 2024	Launch!

Budget

The budget for KRM to execute this project is \$13,500.00, broken out as below:

Content Development and Project Management:	\$1,500.00
Website Design & Revisions:	\$3,000.00
Programing, Training, Testing & Launch:	\$9,000.00

In addition to these one-time costs, re-occurring costs total \$650.00 annually and include:

Annual Domain Registration for the URL:	\$50.00
Annual Website Hosting with 5GB of storage:	\$600.00

KRM will require a deposit of \$4,150.00 to begin work. We will issue an interim invoice in January of 2024 for \$5,000.00, and a final invoice in February 2024 for the remaining \$5,000.00.

References

Teri Weiss – Director of Business Marketing

Greene County Department of Economic Development, Tourism & Planning

518-719-3285

tweiss@greencountyny.gov

Pamela Geskie – Executive Director

Greene County Chamber of Commerce

518-715-3895

pamela@greencountychamber.com

Jessica Lewis – Town Clerk

Town of Greenville, NY

townclerk@townofgreenvilleny.com

Team Resumes

Kathleen McQuaid Holdridge - President/Founder, Creative Director

518.817.2322 kathleen@kathoderay.com

Kathleen is a consummate businesswoman with a gift for seeing the 'big picture' and achieving results. Combined with an affinity for combining the latest technology and marketing trends with superior messaging, this unique hybrid of talent has helped her offer marketing, business and technical solutions for over 20 years. Throughout her career, Kathleen's professional offerings have expanded to embrace the latest advancements in print, digital and mobile media, quickly responding to shifts in the marketplace.

Since founding KathodeRay Media in 1997, she has created marketing programs for many brands and organizations. Kathleen takes the time to understand the business goals of her clients, as well as the products and services that she markets. She brings her clients' goals and concepts to life and can reach niche audiences that would be otherwise inaccessible.

Kathleen has taught Multimedia Design and Development as an adjunct professor at Parsons Design School in New York City; and Online Public Relations at SUNY New Paltz. She holds a Bachelor of Fine Arts in Computer Art from the School of Visual Arts located in New York City.

EXPERIENCE:

1997 – Present President & Owner - KathodeRay Media, Inc.

Responsibilities:

- Creative Strategy and Vision
- Director of Operations including Training, Staffing and Finance

September 2009 – December 2009 Adjunct Professor – SUNY New Paltz

Responsibilities:

- Created Syllabus for Online PR & Media Undergraduate Course
- Taught In-Class for One Semester
- Assigned, Reviewed, and Graded projects submitted by 25 students

January 1998 – December 2000 Adjunct Professor – The New School (NYC)

Responsibilities:

- Created classes and weekend workshops in CD-Rom Design and Production for Continuing Education Department
- Assigned, Reviewed, and Graded projects for classes of 15-25 students

November 1993 – April 1996 Graphic Designer – Dempsey Design (NYC)

Responsibilities:

- Created Print Design and Production of Client Deliverables
- Creative 'Interactive Department' producing Interactive CDs and Sales Presentations
- Direct Report to President

EDUCATION & SERVICE:

Bachelor of Fine Arts in Computer Art - School of Visual Arts, New York, NY, 1996

Associate of Applied Sciences in Design & Visual Communications –

Ocean County Community College, Toms River, NJ, 1990

Board Chair – Greene County Chamber of Commerce, 2011-13

Board Member – Greene County Chamber of Commerce, 2003-14, 2018-2021

Mark A. Gustavson

EVP, Strategic

Mark joined KathodeRay with over 25 years of experience in marketing & selling products and service-solutions to businesses, consumers, and government agencies. He has led creative & production teams in advertising, technology, manufacturing, and distribution companies from start-ups to major industry players.

Mark's diverse skillset enables him to understand a client's business holistically, identify goals and challenges, and develop campaigns that deliver measurable results and tangible return on investment. A life-long producer, Mark finds the 'Inherent Truth' within a product or service, then creates the compelling story of its value and benefit to the specific needs of your most desirable customers.

Mark's strategic leadership expanded the reach of Greene County's Buy In Greene initiative to branch into the Invest in Greene program. As a result of his team's work, over 50 businesses have sought funding with Greene County Economic Development. As of August 2019, Greene County's rating was raised from AA3 to AA2. Only 5 counties in the state have a higher rating, and the Director of Economic Development Karl Heck noted that a lot of this was due to the strategy and implementation of KathodeRay's business attraction marketing efforts.

PREVIOUS EXPERIENCE:

July 2015 – January 2018 Director of Digital Marketing - KathodeRay Media, Inc.

Responsibilities:

- Directed Strategy, Marketing, Messaging, and Implementation of the Buy In Greene | Invest In Greene initiative for the Greene County Department of Economic Development & Planning
- Directed multiple multi-year marketing programs for County Health Organizations
- Directed multiple marketing and public relation campaigns for clients in Real Estate, Healthcare, Hospitality, and other vertical markets.

January 2013 – June 2015 Principal - Course Made Good Strategic Consulting

Accomplishments:

- Created an "In-House Marketing Team On-Demand" service business addressing the needs of small manufacturers and service providers in Upstate New York
- Conducted due-diligence research and developed comprehensive strategic marketing plans based on an holistic and sustainable approach to the client's business
- Assembled and directed appropriate teams of Creatives & Production personnel to design, develop, and execute marketing programs and initiatives

April 2007 – January 2013 Exec. Director, Marketing & Communication - WYNIT Distribution, LLC

Accomplishments:

- Led an in-house, full-service marketing agency responsible for creating and reinforcing the corporate brand across multiple business units serving specific markets in the distribution of Consumer Electronics, Digital Photography, Wide-Format Printing, Security, Housewares, and Outdoor Leisure & Adventure products from over 100 suppliers to over 4000 active resellers, ranging from the largest national retailers to small, independent specialty outlets
- Directed all aspects of corporate exhibits at major annual industry tradeshow including: CES, PMA, Outdoor Retailer, ISC West, ESX, and SGA/RGA. Designed and implemented multi-use physical exhibit properties. Directed design and implementation across industry trade publications both in print and online.

August 2000 – March 2007 Vice President, Marketing & Sales - AMCon Systems Corporation

Accomplishments:

- Led start-up technology service company specializing in the conversion of legacy content (both electronic and hard-copy) into Interactive Electronic Technical Manuals (IETMs) compliant with MIL-STD specifications for XML and SGML documentation
- Created processes and protocols that enabled high levels of document throughput while maintaining superior quality and minimizing costs
- Executed the successful conversion of over 2,000,000 pages of content for USDoD, DND Canada, and major defense contractors over 6 years

February 1997 – August 2000 Director of Strategic Development - Ryan Communications

Accomplishments:

- Developed and led a new business development team leveraging channel marketing and communications strategies for manufacturers & service providers
- Awarded Agency of Record for OKI America (Okidata Printers & Peripherals) for Automotive Aftermarket, Healthcare, Multi-Function, and Color vertical markets
- Developed & Executed multiple marketing programs for Frontrange Solutions (GoldMine CRM Software), Hand-Held Products scanning solutions, and Palm PDA products
- Developed and hired dedicated teams for all accounts (28 positions)
- Increased billing by \$4MM with net profit of 38%.

EDUCATION & SERVICE:

Bachelor of Arts in History & Theatre Arts with minors in Music, Literature, and Technical Theatre –
Hartwick College, Oneonta NY, 1984

Board of Directors – American Red Cross of Central New York (2009 – 2012)

Production Chair – Rockin' The Red Cross, Battle of the Corporate Bands (2008 – 2012)

Member/office holder – American Kennel Club, Norwich Terrier Club of America, Saint Bernard Club of America, New England Saint Bernard Club, Saint Bernard Club of the Finger Lakes.

Audra Carlutz - Art Director

518.966.5600 audra@kathoderay.com

Audra joined the KathodeRay team with over 25 years hands-on design experience – creating visual marketing and advertising materials that connect with viewers and create action. Her designs have been instrumental in the success of consumer campaigns, professional services promotion, business-to-business marketing, and not-for-profit awareness. She has an extensive background in print production, as well as creating infographics that visually convey highly technical concepts and data. Her versatility makes her elegant designs effective in all types of media: from print ads to posters, brochures & billboards; From websites and digital display ads, to engaging social media posts, online publications, presentations, and resources.

Audra recently re-envisioned the branding of Greene County's Buy in Greene, Invest in Greene and Economic Development Group's website and collateral materials. As Greene County continues to expand upon its success – the implementation of new programs, while keeping the identity of the older programs has been one of Audra's primary projects in the last two years.

EXPERIENCE:

November 2017 – Present KathodeRay Media, Inc.

Responsibilities:

- Visual Design direction, creation and implementation of all materials.
- Oversee freelancers or other team members to keep on top of deadlines, combining their strengths with hers to ensure timely deliverables and keeping the projects as cost efficient as possible.
- Facilitate client requests, assigning tasks and checking the statuses of outstanding tasks that are completed by team members, such as social posts, advertising, SEO reports, and more.
- Facilitate, and oversee the quotes and final printing (including ensuring quality) of all materials.

June 2016 – November 2017 Marketing Director, Carluccio, Leone, Dimon, Doyle & Sacks, Toms River, NJ

Responsibilities:

- Rebranding of the law firm and redesign of the website
- Create and manage the development of all marketing collateral for the law firm as a whole and each individual practice area. Including brochures, flyers, printed and digital advertising, create and produce a quarterly newsletter.
- Manage the online presence for 15 attorneys and the firm as a whole (social media; Lawyers.com, Martindale-Hubbell, etc.) as well as in printed publications.
- Coordinate, facilitate and photograph firm special events

2008 – 2016 Art Director, Regal-Lith Printers, Forked River, NJ

Responsibilities:

- Provided design and layout solutions for logos, and printed materials such as business cards, brochures, posters, pamphlets and books.
- Consulted with the account representative of the commercial printing business to insure that the clients' design expectations were met.

1996 – 2002 Art Director and Owner, Profile Design Inc., Forked River, NJ

Responsibilities:

- Interacted directly with clients to insure that their project expectations were met creatively, cost efficiently and on time.

- Provided design and layout solutions for logos, and printed materials such as business cards, brochures, posters, pamphlets and books.
- Organized production and delivery to meet specific deadlines.
- Prepared electronic files for print production.
- Checked and approved proofs before print.
- Directed pricing, sales and set credit terms.
- Reviewed sales reports and financial statements.
- Measured productivity and cost efficiency.
- Maintained smooth daily operations.
- Grew a successful, profitable, small business.

1992 – 1996 Junior Art Director, West Group Communications, New York, NY

Responsibilities:

- Provided design and layout solutions for logos, and printed materials such as business cards, brochures, posters, pamphlets and books.
- Consulted directly with the account representatives and clients
- Prepared electronic files for print production.
- Checked and approved proofs before print.

EDUCATION & SERVICE:

Bachelor of Fine Arts in Graphic Design - Trenton State College, NJ, 1992

Associate of Applied Sciences in Design & Visual Communications –
Ocean County Community College, Toms River, NJ, 1990

Michele Brown - Technology Integration Expert

518.966.5600 michele@kathoderay.com

Michele has been designing websites since she realized the family farm near (Hudson, NY) didn't have one. She received her Bachelors in Creative Writing and Military History from Lycoming College in Pennsylvania, then a Masters in Publishing from Emerson in Boston. After freelancing in web and graphic design in Rochester, NY, she's glad to be back in the Hudson valley area, using her expertise at KathodeRay while continuing to expand her skills, especially in creating easy-to-use website update interfaces and information gathering, organization & dissemination.

EXPERIENCE:

2016 – Present Website Developer/Technology Integration Expert - KathodeRay Media, Inc.

Responsibilities:

- Website building & maintenance
- Part of team that handled Greene County's COVID 19 crisis response communications

2019 – Present Webmaster - St. Mary's Church, Coxsackie, NY

Responsibilities:

- Design & planning of new website
- Building website & early launch May 2020 in response to COVID

2012 – 2018 Webmaster - Rochester Catholic Women's Conference

Responsibilities:

- Design, building, and maintenance of website
- Tech consultant
- Print design

EDUCATION:

MA Writing, Literature, and Publishing - Emerson College, Boston MA

BA English Creative Writing (fiction); History (military) - Lycoming College, Williamsport PA

Minor: Spanish

COMPUTER SKILLS:

Languages: PHP, HTML, CSS, JavaScript, jQuery, basic SQL

Software: WordPress, Photoshop, InDesign, Illustrator, Dreamweaver, Microsoft Office, HubSpot, SharpSpring

Operating Systems: familiar with both Windows & Mac

Other: EPUB, FTP, regular expressions, track changes

LANGUAGES:

Working knowledge of Spanish

Familiar with Ancient Hebrew, Roman Latin, and Ancient Greek

Experience with linguistics and translation

AWARDS & HONORS:

Sigma Tau Delta – English Honors Society

Phi Kappa Phi – Honors Society

Phi Sigma Iota – Modern Language Honors Society

Phi Alpha Theta – History Honors Society

Theta Alpha Kappa – Religion Honors Society

Graduated Magna Cum Laude

Creative Writing Talent Scholarship

Trustee Scholarship (valedictorian of high school class and maintaining high GPA in college)

Girl Scout Gold Award

Value Added Considerations

Our agency is a full-service boutique agency. What this means is we custom tailor our support to what is needed to meet your objectives. Our team is dedicated to the following principles:

Provide direct,
personal service

Understand
your organization

Become a seamless part of
your team

To meet these objectives, our company provides a complete suite of services.

Branding and Messaging

- Logo Design
- Content Writing
- Collateral Design
- Social Media Set-up
- Photography/Videography

Advertising

- Producing Campaigns and Creative
- Pay Per Click - Search and Banner Ads
- Social Media Ads
- Media Placements: Print, Radio, TV/OTT

Lead Attraction

- In-bound content
- Social Media Posts
- Organic Search
- Customized CRMs based on Pipedrive or SharpSpring platforms
- Chat-bots

Website and Technology

- Design and Programming
- Hosting
- ADA Compliance
- Website Updates and Support

Community Engagement

We enjoy collaborations with other Agencies and belong to AMI (Agency Management Institute). In 2015, our company became certified as a New York State Women Business Enterprise (NYS WBE). Our philanthropic endeavors are often focused on helping women or children. Organizations we have supported through trade or monetary donations include Windham Women's Expo, Catskill Community Center, Community Action of Greene County and many more.

KathodeRay shares its energy, enthusiasm and expertise with the local community. We are active members of:



Protected Information

We have not disclosed any protected information within this proposal.



LET'S MAKE SOMETHING BRILLIANT TOGETHER

Proposal for Advance Albany County Alliance

**ALBANY COUNTY BUSINESS HUB
WEBSITE DESIGN & DEVELOPMENT**

July 27th, 2023

BOLD & BRILLIANT BY DESIGN

spiraldesign.com





GOALS & SOLUTIONS *1 of 3*

WEBSITE DESIGN & DEVELOPMENT

Albany Business Hub would like to create a new website to advertise their “one-stop-shop” of organizations that can assist current and new businesses in Albany County. Viewers will be provided information on how any of these (5) organizations; Advance Albany County Alliance, ACBDA, ACIDA, ACCRA, & the Albany County Land Bank Corporation, can collaborate to make Albany County successful for economic growth.

The new website will be flexible, easy to update, and make use of modern browser/SSL requirements, while being responsive (“mobile ready”). The scope and budget provided within this proposal includes the following specifications:

→ Proposed Creative Recommendations

- During initial discussions, the client and Spiral established initial goals for the new website centered on an approved outline structure. Diagram provided on page (4) and includes:
 - Homepage provides general overview information, gallery marquee and promo area for the (5) organizations above. The utility navigation will link to the About the AC Business Hub & Contact Us pages
 - Specific subpage pages for ACIDA & ACCRC, will include a board members highlight area with head-shots, marquee slideshow and the ability to post meeting minutes and other required documents.
(Note, the ACIDA & ACCRC could also provide their own unique URLs that would redirect to these pages within the Business Hub's site.)
 - New Resources module structure and functionality for meeting minutes on the site will be similar to AACA's current Resource module
 - Link to contact form
- Design and presentation of (1) initial home page concept; including (2) rounds of revisions prior to approval on final design direction
- Subsequent development of subpages, following approval of Homepage design; including (2) rounds of revisions for each subpage prior to final approval
- Designs incorporate the current Albany Business Hub brand palette and interior graphics
- Designs are made to meet Web Content Accessibility Guidelines (WCAG 2.0 AA) ADA Standards
- Provide responsive mobile optimized framework
- Website hosting & maintenance information provided on page (5)
- Client will be responsible for purchasing a new domain for this new website

See next page for continued list of recommendations and estimated website timeline

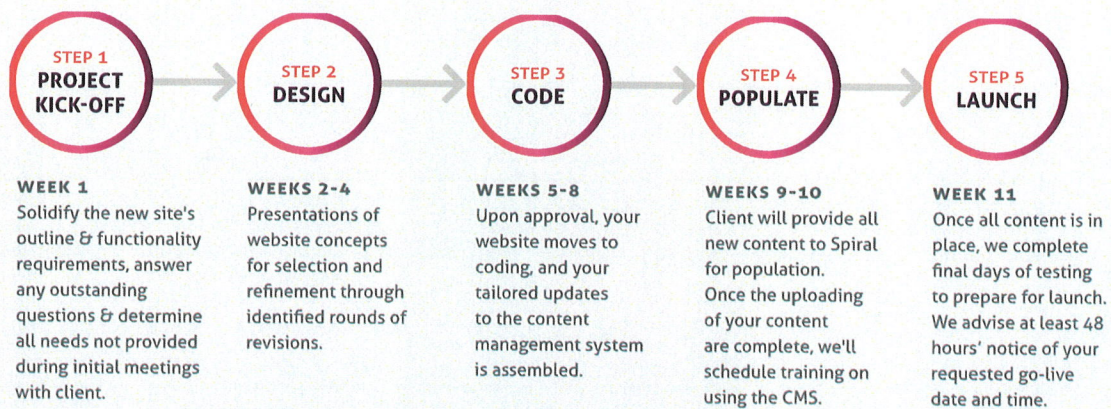


GOALS & SOLUTIONS *2 of 3*

WEBSITE DESIGN & DEVELOPMENT

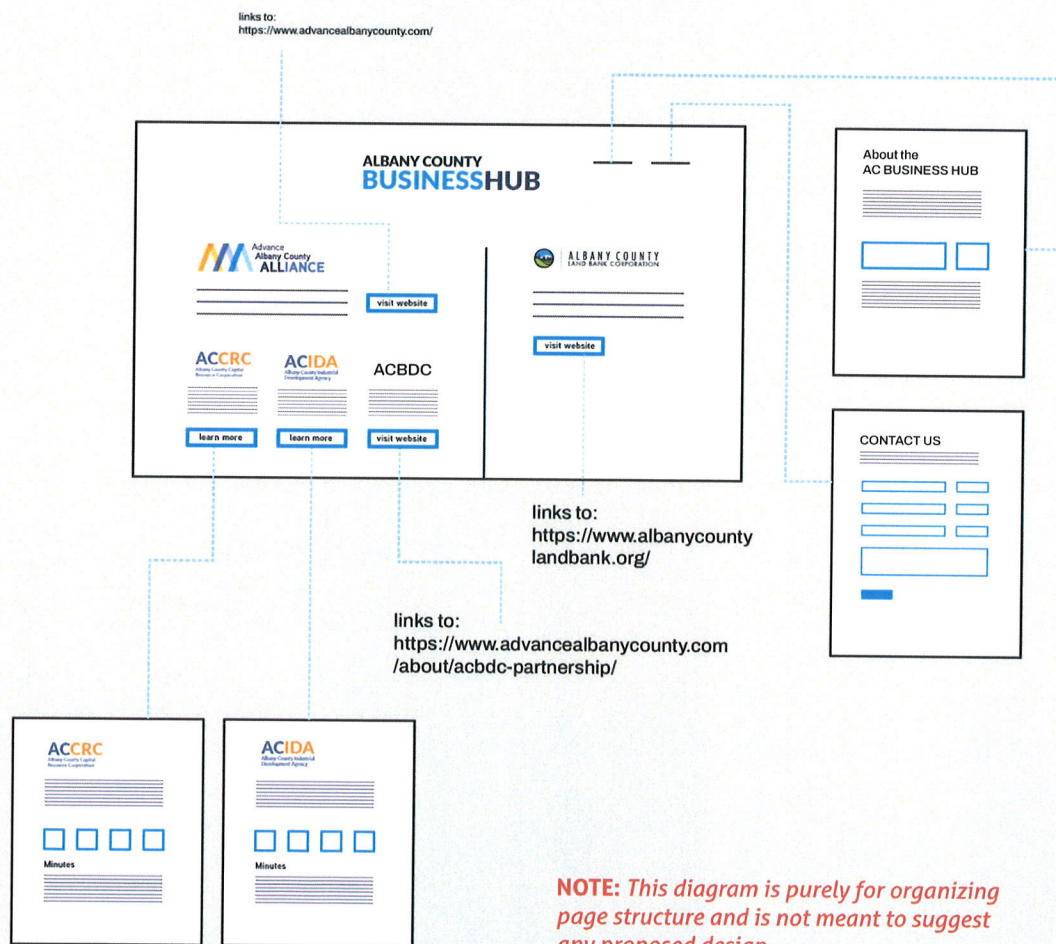
- For ease of use and cost savings, this website will be built within the established AACA content management system (CMS). Content is currently updated by select AACA employees. The client will have the ability to provide additional levels of access to the appropriate employees for this new section of the CMS
- Creation of a sub-account under the AACA's Google Analytics account for this new website
- Client will work with the Spiral creative team to determine what new copy should be utilized in the design layouts. Client is responsible for providing all new written copy in a Word document format at the start of the population phase
- Client will be responsible for organizing, labeling and providing Spiral with all image and resource content. If stock photography is required, client will need to communicate this request during the project kick-off phase
- Copy-writing services are available for separate quoting if client requires assistance and management of new copy
- Supply (1) additional CMS training to necessary employees. Spiral will review the new functionality of the AACA CMS. Additional future trainings will be charged at \$125 per hour rate

AVERAGE WEBSITE ESTIMATED TIME FRAME



Estimated timelines are subject to change based on new information in project kick-off, complexity of design & development updates, availability of feedback and/or content from client in a timely manner and scheduling delays outside of Spiral Design's control.

GOALS & SOLUTIONS 3 of 3
WEBSITE DESIGN & DEVELOPMENT



Landing Pages for ACCRC & ACIDA

Each business page to include:

- Logo and header
- Marquee slideshow to display images
- Intro
- The people and contact info
- Meeting minutes (ACCRC & ACIDA only)
- 'Contact Us' button to link to form



SPIRAL

YOUR INVESTMENT

Estimated as of 07/27/2023*

BUDGET

PROJECT NUMBER: ADV-12586

WEBSITE DESIGN & DEVELOPMENT

\$12,500*

ANNUAL HOSTING**

- Managed server with webmaster plan (includes 24/7 Server Management with SSL Secure Certificates)
- Invoiced in full, recurs annually

\$900/ annually

ANNUAL MAINTENANCE OPTIONS AVAILABLE***

- Up to 2 hours of support/maintenance, per month (2 hours does not carry over month-to-month)
- Does not include repairing damages or issues caused by client's unauthorized edits made to website code or functionality. These repairs will be billed at our hourly rate of \$175
- Invoiced in full after the launch of new site and will auto-renewal each year at the standard annual fee. Client will need to provide (1) months notice to Spiral Design if they want to terminate the website maintenance agreement

\$800/annually
1st Year Free

*Estimates could be subject to change based on additional information provided by client during the project kick-out off phase.

Change Orders: Beyond these deliverables and revisions outlined within this proposal, requests for additional concepts or rounds of revisions will be honored, but will require a client-approved Change Order and will incur additional fees at a rate of \$125/hour.

**Spiral will allow the client an approximate extension of 3 to 4 weeks to finalize new content. If the client has not attempted to contact Spiral Design for assistance and/or communicated a client-related delay, Spiral Design has the right to invoice the final 25% of the approved project cost and 100% of hosting fee during the pre-population phase.

***All future custom development and/or functionality to the site, post launch of new website should be requested by the client for a separate quote

Payment Structure: Spiral Design Studio will invoice Advanced Albany County Alliance in (4) installments:

- 50% upon contract acceptance of negotiated total price
- 25% upon approval of final homepage design
- 25% upon completion of determined milestones
- 100% of Hosting & SSL due upon completion of the Website - Launch milestone**

THANK YOU FOR THE OPPORTUNITY!

We are honored to be invited to quote this great project with you.
Our mission is to make your organization succeed in your marketing goals
and can't wait to start working with you to make those dreams a reality!

References available upon request.



Spiral Design Studio, LLC
135 Mohawk Street
Cohoes, New York 12047

BOLD & BRILLIANT BY DESIGN

spiraldesign.com

**ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
ANNUAL HOUSEKEEPING RESOLUTION 2024**

A special meeting of the Board of Directors of Albany County Industrial Development Agency was convened in public session at 111 Washington Ave in the City of Albany, Albany County, New York on January 3rd, 2024, at 5:30 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Board of Directors of the Corporation and, upon roll being called, the following members of the Board of Directors of the Corporation were:

PRESENT:

Hon. William M. Clay	Chairman
Michael J. Paparian	Treasurer
Marlene McTigue	Secretary
Anton Dreslin	Assistant Secretary
William Murphy	Member
Travon T. Jackson	Member
Paul Nylin	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kevin O'Connor	Chief Executive Officer
Amy Thompson	Chief Financial Officer
Rosemary McHugh	Economic Development Cor.
A. Joseph Scott, III, Esq.	Counsel

The following resolution was offered by _____, seconded by _____,
to wit:

Resolution No. 0623-

**RESOLUTION APPROVING CERTAIN APPOINTMENTS AND ADMINISTRATIVE
MATTERS OF THE AGENCY.**

WHEREAS, the Albany County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 178 of the 1975 Laws of New York, as amended, constituting Section 903-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 acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation 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, under Section 856 of the Act, the members of the Agency shall elect the officers of the Agency; and

WHEREAS, the members of the Agency desire to make certain appointments and approve certain administrative matters;

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

Section 1. The Agency hereby takes the following actions:

(A) Approves the appointments and the administrative matters described in Schedule A attached hereto.

(B) Approves and confirms the policies described in Schedule A and contained in the Corporation's Policy Manual.

Section 2. The Agency hereby authorizes the Chairman and the Chief Executive Officer to take all steps necessary to implement the matters described in Schedule A attached.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Hon. William M. Clay	VOTING	_____
Michael J. Paparian	VOTING	_____
Marlene McTigue	VOTING	_____
Travon T. Jackson	VOTING	_____
William Murphy	VOTING	_____
Paul Nylin	VOTING	_____

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned (Assistant) Secretary of Albany County Industrial Development Agency, do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the directors of the Agency held on January 3rd, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all directors of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Laws (the “Open Meetings Law), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meeting Law; and (D) there was a quorum of the directors of the Corporation present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this _____ day of January 2024.

(Assistant) Secretary

(SEAL)

SCHEDULE A

Confirmation of Regular Agency Meeting Schedule

First Wednesday of every month at 5:30 pm, unless otherwise directed by the Chairman.

Election of Officers of the Agency

Hon. William M. Clay, Chairman
Michael J. Paparian, Treasurer
Marlene McTigue, Secretary
Anton Dreslin, Assistant Secretary

Appointment of Chief Executive Officer and Staff to the Agency

Kevin O'Connor, Chief Executive Officer

Appointment of Chief Financial Officer to the Agency

Amy Thompson, Chief Financial Officer

Appointment of Auditing Firm of the Agency

Teal Becker & Chiaramonte, CPAs

Appointment of Agency Counsel

A. Joseph Scott, III, Esq., Hodgson Russ LLP

Appointment of Special Counsel/Bond Counsel to the Agency

A. Joseph Scott, III, Esq., Hodgson Russ LLP

Appointment of Bank of the Agency and Accounts

Trustco
Manufacturers and Traders Trust Company

Appointment of Bank Signatories/Check Signers

Delegated to Agency Chairman

Appointment of Contract Officer

William M. Clay, Chairman

Appointment of Investment Officer

Michael J. Paparian, Treasurer

Appointment of Governance Committee Members

Marlene McTigue, Chair
William Murphy
Paul Nylin

Appointment of Audit Committee Members

William Murphy, Chair
Anton Dreslin
William M. Clay

Appointment of Finance Committee Members

William M. Clay, Chair
Paul Nylin
Marlene McTigue

AGREEMENT

This Agreement ("Agreement") is made this 20th day of November 2023 by and between the Albany County Industrial Development Agency (RIDA) with a mailing address of 111 Washington Avenue, Suite 100, Albany, NY 12210 (hereinafter "Client"), and Camoin Associates, Inc. (dba Camoin Associates) with a mailing address of PO Box 3547, Saratoga Springs, New York 12866 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Client has solicited the services of an economic development consultant; and

WHEREAS, the Consultant has offered to provide such assistance to the Client as requested,

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

1. The Consultant will provide the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate and provide assistance to the Consultant as described in Attachment A.

REMUNERATION

2. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment"), incorporated herein by reference.
3. The Consultant shall submit invoices to the Client on a monthly basis. The invoices will include a reasonable description of the services provided and the value ascribed to each.
4. Notwithstanding any other provision of this Agreement, the Consultant shall not perform services outside the scope set forth in Attachment A, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
5. Payment is due on all invoices within 30 days of the date of the invoice. Interest will accrue on all overdue invoices at a rate of 18% per annum commencing on the date payment becomes due. Should it be necessary for the Consultant to collect on any overdue invoices, the Client will be responsible for all costs of collection including reasonable attorney fees.
6. In the event Consultant is required to pursue payment of unpaid past due invoices, Client agrees to pay for Consultant's travel costs to and from events related to the collection of the unpaid invoices at the current mileage rate stipulated by the Internal Revenue Service. In addition, Client agrees to pay Consultant for Consultant's time spent attending litigation related meetings and hearings to pursue the collection of Client's unpaid past due invoices at the hourly labor rates set forth in Attachment B.

MISCELLANEOUS

7. The Consultant agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of the Client or its agents, and that neither the Consultant, nor any of its officers or employees will by reason therefore, make any claim,

demand, or application to or for any right or privilege applicable to an officer or employee of the Client.

8. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Consultant with respect to the services included in the Agreement as Attachment A. Except for the specific remedies expressly identified as such in this Agreement, Client's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Consultant, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Consultant for the services related to the breach.
9. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
10. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement as Attachment A reflects these allocations.
11. The Consultant acknowledges and agrees that neither Consultant nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that the Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
12. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.
13. No remedies or rights conferred upon Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
14. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
15. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
16. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Saratoga County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such

courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.

17. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
18. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.
19. During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit, hire, contract with or engage the employment of an employee of the Consultant (a "Restricted Employee"). All end product is sole property of the Agency.
20. Camoin commits to confidentiality regarding the projects, applicants, material, and to the Agency.

TERM OF AGREEMENT

21. This Agreement shall become effective as of the date first set forth above.
22. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.
23. Upon termination, the Client shall reimburse the Consultant for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

AGREED TO:

For the Albany County Industrial Development Agency

For Camoin Associates, Inc.

By: _____
Kevin O'Connor
CEO

By: _____
Robert Camoin
President

Contact and email address for invoicing:

Phone number for invoicing:

ATTACHMENT A

Scope of Services

At any time during the duration of this contract, the Client may issue one or more task orders for services as outlined below. The task order will take the form of a Notice-to-Proceed signed by the executive director or other authorized person, and specifying the fee (see Attachment C for a sample task order).

Task Order Type #1: Test of Reasonableness

When requested by the IDA, Camoin Associates will perform a test of reasonableness of the financial assistance requested by the Applicant. We require that Applicant, or the IDA on behalf of the Applicant, prepare and transmit to Camoin a pro forma financial projection. A Microsoft XL workbook to facilitate this transmission accompanies this proposal.

Camoin Associates will take the pro forma projection and conduct the following:

1. Evaluate the quality and reasonableness of its underlying assumptions, for example lease or vacancy rates, as applicable to the Project.
2. Where debt is anticipated, (1) confirm that the debt repayment schedule in the pro forma conforms to the terms of the loan, and (2) measure whether the Project will meet bank financing conditions, including maintaining minimum Debt Service Coverage Ratios (DSCR) and loan to value, compared with published sources of current market expectations, for example RealtyRates.com.
3. Measure the rate of return over one or more periods of time, for example 5 years and 10 years, using common calculations such as Equity Dividend Rate or cash-on-cash return.
4. Benchmark the calculated rate(s) of return against published sources of current market expectations, for example RealtyRates.com.
5. Provide an opinion on whether the anticipated rate of return, with the requested level of financial assistance is within market expectations, or is above what would be regarded as normal for returns on that type of project in the community.
6. If the returns are either lower or higher than market expectations, we will notify the Client and, if requested, propose an alternate level of financial assistance that delivers returns that conform to current market expectations for the project type and community.
7. Upon request, test one alternative financial assistance package using this process.

Deliverable: Memo outlining the results of the analysis, with supporting summary tables.

Task Order Type #2: Full Economic and Fiscal Benefit Analysis

The Consultant will conduct an economic impact study of the Applicant's project (Project) on the economy of Albany County, which shall include a cost/benefit analysis of the Project. To do so, the Consultant will collect data from multiple sources regarding the region's economy. This includes proprietary data sets published by Lightcast (formerly Emsi) and ESRI (Environmental Systems Research Institute) specific to the Albany County economy, as well as other general data on industry-specific wages and employment per square feet, demographic data such as population, the County sales tax distribution formula, and the property tax calculations used by the County, Town and School District (individually, "Jurisdiction" and collectively, the "Jurisdictions"). The Scope of Services does not include modeling or

analysis to determine the “as completed” assessed value and resulting real property taxes applicable to the Project.

The Lightcast model takes the Direct Effects and estimates the corresponding indirect effects of the Project’s Occupants. “Indirect Effects” are those caused by the purchases in the local economy made by the Project’s Occupants and are those caused by the employees of the Project’s Occupants receiving and spending their wages in the local economy. The total economic effects of the project are the sum of the Direct and Indirect Effects.

The combination of property tax (PILOT) revenues, sales tax revenues and miscellaneous revenues attributable to the Project will be calculated and referred to as the “Fiscal Benefits”.

Deliverable: The Consultant will provide a summary-style final report of the analysis, consisting of approximately five pages, which will clearly and concisely show the economic benefits and fiscal benefits/costs of the Project to Albany County. The Consultant will attach appropriate calculation tables as appendices.

Task Order Type #3: Simplified Economic and Fiscal Benefit Analysis

The Client from time to time receives applications for assistance for projects that are significant but that do not merit a full economic and fiscal impact analysis, whether because of project size, simplicity, or modest level of benefits requested. The IDA seeks a short, easy-to-read economic and fiscal impact summary report that satisfies its practice of using consistent criteria and quality data to evaluate projects, but that is appropriately scaled in terms of cost and scope.

Camoin Associates will conduct a simplified economic and fiscal impact analysis and maintain the same quality as we offer for our full analyses. We will prepare a short summary report and be available to the IDA to answer questions.

Deliverable: The Consultant will provide a short summary report and be available to the IDA to answer questions.

Task Order Type #4: School Aged Children and School Impact Analysis

School Age Children Generation

Camoin Associates will complete research and analysis to determine the likely number of school aged children that will live at a proposed residential project. This research will include a review of national, regional, and local multipliers to estimate the rate at which a residential development of this type generates enrollment and the portion that will attend private vs public school. Analysis will include use of wide variety of data, including American Community Survey Public Use Microsamples, that will refine the analysis specific the Capital Region/Albany County market.

School District Fiscal Impact

Once the number of new school age children is calculated, Camoin Associates will measure the net fiscal impact of the additional children on the School District. The net fiscal impact will include a comparison of the additional cost associated with the school age children with the new revenue generated as a result of the Project.

To measure the additional cost that the Project will create for the affected school district, Camoin Associates will collect data from multiple sources such as current budget and enrollment. Camoin Associates will interview School District staff as necessary to provide a comprehensive assessment of the fiscal impacts. Using the information collected, Camoin Associates will calculate the annual cost of the proposed project on the school district's fiscal resources.

After review of the School District budget and interviews with key staff, Camoin Associates will estimate variable revenues and property tax revenue that can reasonably be assumed will be generated. Using these figures, Camoin Associates will generate an annual net fiscal impact (revenues less expenditures) for the School District.

Deliverable: Report outlining the number of new school aged children that will be housed at the project and the net fiscal impact of the Project on the School District.

Task Order Type #5: Economic Impact Dashboard

We will create a comprehensive dashboard with data that focuses on the impact the organization is making – including jobs, earnings, sales, and fiscal benefits. Data that is typically included in our impact analyses would be included in the dashboard initially. As more impact studies are completed over the coming year(s) we will update the data dashboard accordingly. Examples of data include, but are not limited to:

- Name of project
- Project location
- Very brief description (use/industry/type)
- Total jobs at full employment (direct and indirect/induced)
- Total earnings at full employment (direct and indirect/induced)
- Total sales value at full employment (direct and indirect/induced)
- Total construction/renovation budget
- Total housing units (market and affordable)
- PILOT and total net benefit data

Note: Since Camoin Associates did not complete the impact analyses for past projects, we would rely on your team to provide us with this information. Moving forward, if Camoin Associates conducts the impact analyses we'd be able to use the information from our work and update the dashboard for free.

See example here: <https://nassauida.org/economic-impact>

Deliverable: The results of the analysis would be compiled into a cutting edge, visually interactive, and professionally designed data dashboard. Included in the dashboard would be a map of the locations of the projects showing their widespread impact across the county. Camoin Associates will provide any coding necessary to integrate the dashboard into Albany's website (if applicable), but the IDA (or its partners) would be required to make any changes to the backend of the website.

Task Order Type #6: General Services

In the event that the Albany County IDA requires services beyond those included in the standard services described above, it will request same from the Consultant. In such cases, the Consultant will draft custom

scope language and fee and provide same to Client. If acceptable, the Client will include the custom scope and fee into its task order to the Consultant in its Notice-to-Proceed.

ATTACHMENT B

Compensation and Payment

As remuneration for the scope of services attached as Attachment A, the Client shall pay the Consultant as follows:

- Task Order #1: \$5,000 and would deliver the final memo within no more than two weeks of receipt of the needed information.
- Task Order #2: \$7,000 and would deliver the final memo within no more than three weeks of the receipt of needed information.
- Task Order #3: \$3,500 and would deliver the final memo within no more than three weeks of the receipt of needed information
- Task Order #4: \$4,000 and would deliver the final memo within no more than three weeks of the receipt of needed information.
- Task Order #5: \$3,500 to set up the dashboard and free updating as long as Camoin Associates conducts an analysis (either impact analysis or reasonableness assessment).

For any services requested not detailed above and requested in writing, the Consultant will charge on a time-and-expense basis according to the following rate schedule:

Principal	\$290.00 per hour
Senior Professional	\$225.00 per hour
Professional	\$185.00 per hour
Rate in travel status	\$95.00 per hour (all personnel)

Travel by private automobile will be charged at the maximum federal reimbursement rate per mile. All other expenses incurred will be charged at cost. Consultant reserves the right up update this rate schedule no more than once per calendar year.

ATTACHMENT C

Sample Task Order

Sample - Sample - Sample - Sample - Sample - Sample - Sample - Sample - Sample

TASK ORDER

Pursuant to our agreement dated November 20th, 2023, the Albany County Industrial Development Agency hereby issues this task order and directs Camoin Associates to perform the following work:

Project: [Name of Project]
Scope:

- 1 Test of Reasonableness
- 2 Full Economic and Fiscal Benefit Analysis
- 3 Simplified Economic and Fiscal Benefit Analysis
- 4 School Aged Children and School Impact Analysis
- 5 Economic Impact Dashboard
- 6 General Services

• Fee:

- Task Order #1: \$5,000
- Task Order #2: \$7,000
- Task Order #3: \$3,500
- Task Order #4: \$4,000
- Task Order #5: \$2,500

TOTAL_____

This task order will serve as the Notice-to-Proceed to Camoin Associates on the above work.

By: _____
Mr. Kevin O'Connor
CEO, Albany County Industrial Development Agency

Date: _____

Sample - Sample - Sample - Sample - Sample - Sample - Sample - Sample -

PREPARED FOR:

Albany County Industrial Development Agency
111 Washington Avenue, Suite 100
Albany, NY 12210

Economic and Fiscal Impact

REGENERON PHARMACEUTICALS, INC.

Albany County
Industrial Development Agency

NOVEMBER 2023

PREPARED BY:



PO Box 3547
Saratoga Springs, NY 12866
518.899.2608
www.camoinassociates.com

ABOUT THE STUDY

Camoin Associates was retained by the Albany County Industrial Development Agency to measure the potential economic and fiscal impacts of a project proposed by Regeneron Pharmaceuticals, Inc. which entails the purchase and renovation of a 142,364-square-foot facility at 431 Broadway, Menands.

The goal of this analysis is to provide a complete assessment of the total economic, employment, and tax impacts of the project on Albany County that result from the renovation phase and on-site operations.

The primary tool used in this analysis is the input-output model developed by Lightcast. Primary data used in this study was obtained from the developer’s application for financial assistance to the Albany County Industrial Development Agency and included the following data points: renovation spending, new jobs, and PILOT schedule information.

The economic impacts are presented in four categories: direct impact, indirect impact, induced impact, and total impact. The indirect and induced impacts are commonly referred to as the “multiplier effect.”

STUDY INFORMATION

Data Source:
Regeneron Pharmaceuticals, Inc.
Application for Assistance, and
the Albany County Industrial
Development Agency

Geography:
Albany County

Study Period:
2023

Modeling Tool:
Lightcast

DIRECT IMPACTS

This initial round of impacts is generated as a result of spending on renovation and operations.

INDIRECT IMPACTS

The direct impacts have ripple effects through business-to-business spending. This spending results from the increase in demand for goods and services.

INDUCED IMPACTS

Impacts that result from spending by facility employees and employees of suppliers. Earnings of these employees enter the economy as employees spend their paychecks in the County on food, clothing, and other goods and services.

ECONOMIC & FISCAL IMPACT

ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY: REGENERON PHARMACEUTICALS, INC.



TOTAL NUMBER OF
JOBS CREATED:

127 JOBS



Assistance

PILOT

10-year

SALES TAX EXEMPTION

\$850,000

Increase in County
Revenues From Property:

\$1,078,327

Total PILOT
Payments: **\$4.5 MN**

Total Otherwise
Applicable
Property Taxes:

\$3.4 MN



Annual Earnings:
\$12.9 MN

Annual Sales:
\$26.0 MN

Construction:

\$10.6
MILLION
spending



\$0.47
MILLION
earnings

Average Annual
Sales Tax Revenue:

\$90,165



CONTENTS

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CAMOIN ASSOCIATES

EXECUTIVE SUMMARY

The Albany County Industrial Development Agency (the "Agency") received an application for financial assistance from Regeneron Pharmaceuticals, Inc. (the "Applicant") for the proposed purchase and renovation of a 142,364-square-foot facility (the "Project") at 431 Broadway, Menands, New York (the "Site"). The Project being proposed by the Applicant entails the renovation of office space and flood mitigation of an existing facility for use by the Applicant. The Agency commissioned Camoin Associates to conduct an economic and limited fiscal impact of the Project on Albany County (the "County").

This study analyzes the impact that the Project will have on the County economy and on local municipal revenues, net of any economic activity that would occur even if the Project were not completed. According to the Applicant, the Project will not occur without financial assistance from the Agency. Therefore, 80 jobs are considered to be net new jobs as a result of the Project. This study analyzes the impact that the net new jobs would have on the County economy and on municipal revenue sources.

The following is a summary of our findings from this study, with details in the following sections.

Table 1

Summary of Benefits to County	
Renovation Phase	
Total Jobs	10
On-Site Jobs	8
Total Earnings	\$ 469,517
On-Site Earnings	\$ 359,200
One-Time Sales Tax Revenue to County	\$ 3,287
Annual Impacts	
Total Jobs	127
Direct Jobs	80
Indirect and Induced Jobs	47
Total Earnings	\$12,880,647
Direct Earnings	\$ 9,520,000
Indirect and Induced Earnings	\$ 3,360,647
Average Annual Sales Tax Revenue to County	\$ 90,165
Average Annual PILOT Payment	\$ 451,749

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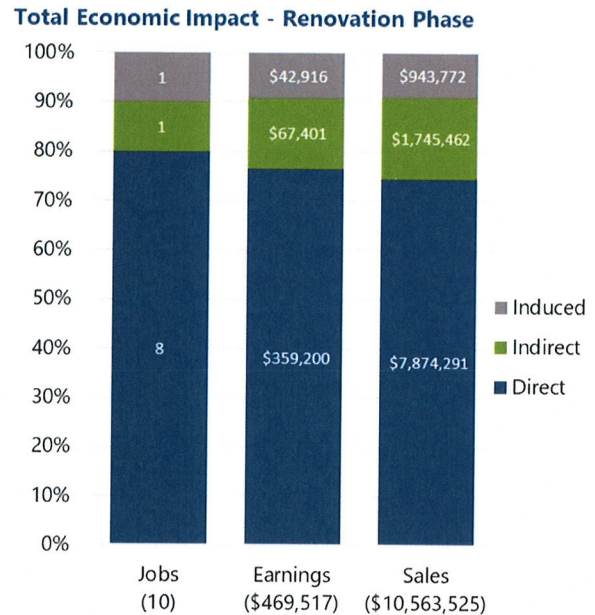
Renovation Impact

- The renovation associated with the Project would result in approximately 8 new direct renovation jobs generating over \$359,200 in direct new earnings on-site and an additional 2 indirect and induced jobs with \$110,300 in earnings. Figure 1 to the right displays more detail on the economic impact of renovation.
- Sales associated with the renovation phase would be taxed, and therefore generate sales tax revenue for the County. Sales tax associated with the renovation phase of the Project is estimated to contribute approximately \$3,300 to the County.

Annual Impact

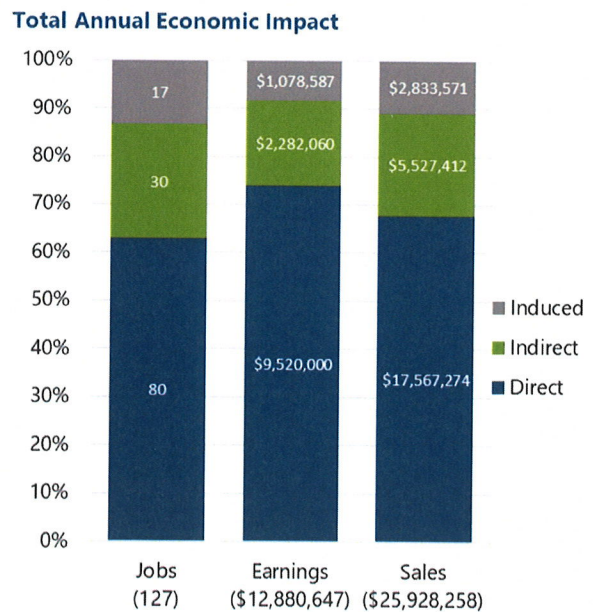
- The Project would support 127 ongoing annual jobs in the county, with nearly \$12.9 million in associated earnings. Figure 2 summarizes the annual economic impact of the Project.
- Sales associated with the on-site operations are estimated to generate \$90,200 in sales tax revenue for the County annually.
- Through negotiations with the Agency, the Applicant could have access to a sales tax exemption valued at up to \$850,000. However, if we assume that the Project would not occur absent IDA benefits, this is not actually a "cost" to the county since no future revenue stream would exist without the exemptions.
- The Applicant has negotiated terms of a proposed PILOT agreement with the Agency, which includes a 10-year PILOT. Under this proposed agreement, the Applicant would pay approximately \$4.5 million over the 10-year PILOT term, or an average of approximately \$451,700 per year.
- The schedule of payments to be made by the Applicant under the draft 10-year PILOT agreement would be approximately \$1.1 million more than the property tax payments generated by the Site if the Project were not to occur. In other words, the PILOT represents a benefit to the affected taxing jurisdictions averaging \$107,800 per year.

Figure 1



Source: Lightcast

Figure 2



Source: Lightcast

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ECONOMIC IMPACT ANALYSIS

The estimates of direct economic activity generated during the renovation phase and Project operation as provided by the Applicant were used as the direct inputs for the economic impact model. Camoin Associates used the input-output model designed by Lightcast to calculate total economic impacts. Lightcast allows the analyst to input the amount of new direct economic activity (spending or jobs) occurring within the county and uses the direct inputs to estimate the spillover effects that the net new spending or jobs have as these new dollars circulate through the Albany County economy. This is captured in the indirect and induced impacts and is commonly referred to as the “multiplier effect.” See Attachment A for more information on economic impact analysis.

RENOVATION PHASE IMPACTS

The Applicant anticipates that private sector investment in the renovation of the Project would cost \$19.7 million.¹ It is assumed that 40%² of the renovation spending would be sourced from within the county, representing \$7.9 million in net new spending in the county associated with the renovation phase of the Project.

Table 2

Renovation Phase Spending	
Total Renovation Cost	\$ 19,685,728
Percent Sourced from County	40%
Net New Renovation Spending	\$ 7,874,291

Source: Applicant, Camoin Associates

Based on \$7.9 million worth of net new direct spending associated with the renovation phase of the Project, Camoin Associates determined that there would be over \$10.5 million in total one-time renovation-related spending supporting 10 jobs over the renovation period throughout the county and over \$469,500 in earnings. Table 3 outlines the economic impacts of renovation.

Table 3

Economic Impact - Renovation Phase			
Total Activity			
	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Total Associated Activity	20	\$ 898,000	\$ 19,685,728
Percent in Albany		40%	
Economic Impact in Albany County - Renovation Phase			
	<u>Jobs</u>	<u>Earnings</u>	<u>Sales</u>
Direct	8	\$ 359,200	\$ 7,874,291
Indirect	1	\$ 67,401	\$ 1,745,462
Induced	1	\$ 42,916	\$ 943,772
Total	10	\$ 469,517	\$ 10,563,525

Source: Lightcast, Camoin Associates

Note: Model adjusted based on information from application.

¹ Includes *Buildings* costs as provided by the Applicant in Part V of the application.

² An analysis of industry purchases by the Industrial Building Construction industry in Albany County suggests that 40% of industry purchases are sourced from within Albany County. (Source: Lightcast)

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IMPACTS OF ON-SITE EMPLOYMENT

Upon completion, the Project will be used as office space for Regeneron Pharmaceuticals. Based on the application, Camoin Associates assumes that there will be 80 jobs on-site upon completion with approximate total earnings of \$9,520,000. Using these estimated new jobs as direct inputs into the model, Lightcast was used to calculate the economic impacts of the on-site activity. Table 4 details the impact that the on-site activity will have on Albany County in terms of employment, earnings, and sales.

Table 4

Economic Impact - On-Site Operations

	Jobs	Earnings	Sales
Direct	80 \$	9,520,000 \$	17,567,274
Indirect	30 \$	2,282,060 \$	5,527,412
Induced	17 \$	1,078,587 \$	2,833,571
Total	127 \$	12,880,647 \$	25,928,258

Source: Lightcast, Camoin Associates

Note: Model adjusted based on information from application.

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FISCAL IMPACT ANALYSIS

In addition to the economic impact of the Project on the local economy (outlined above), there would also be a fiscal impact in terms of annual property tax and sales tax generation. The following section of the analysis outlines the impact of the completion of the Project on the local taxing jurisdictions in terms of the cost and/or benefit to municipal budgets.

PAYMENT IN LIEU OF TAXES (PILOT)

The Applicant has applied to the Agency for a Payment In Lieu of Taxes (PILOT) agreement. The Applicant has proposed a 10-year payment schedule for the Project based on the current tax rate, taxable value, and assessed value of the Project, as shown in Table 5.

Table 5

Tax Payments with PILOT	
Year	PILOT Payments
1	\$ 316,377
2	\$ 342,737
3	\$ 370,394
4	\$ 399,402
5	\$ 429,817
6	\$ 461,697
7	\$ 495,103
8	\$ 530,098
9	\$ 566,747
10	\$ 605,118
Total	\$ 4,517,491
Average	\$ 451,749

Source: Albany County IDA, Camoin Associates

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TAX POLICY COMPARISON

Without financial assistance from the Agency, Camoin Associates assumes the Applicant would not undertake the Project. Based on the current taxes applicable on the Site and an assumed annual increase to the tax rate of 3.00% (holding taxable value constant), the following table outlines the estimated tax payments made by the building owner without the Project:

Table 6

Tax Payments without Project	
Year	Property Tax Payment Without Project*
1	\$ 300,000
2	\$ 309,000
3	\$ 318,270
4	\$ 327,818
5	\$ 337,653
6	\$ 347,782
7	\$ 358,216
8	\$ 368,962
9	\$ 380,031
10	\$ 391,432
Total	\$ 3,439,164
Average	\$ 343,916

Source: Albany County IDA, Camoin Associates

***Note:** Assumes an average annual increase of 3.00%

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Table 7 calculates the benefit to the affected taxing jurisdictions as the difference between the PILOT payments associated with the Project and the property tax payments without the Project. Over the course of the proposed PILOT term, the average annual collection by local jurisdictions would be approximately \$107,833 more in PILOT revenue than property taxes without the Project. The total benefit to the affected taxing jurisdictions of the PILOT agreement over 10 years would be approximately \$1,078,327.

Table 7

Tax Policy Comparison

Year	Property Tax Payment Without Project	PILOT Payment	Cost or Benefit To County of Project
1	\$ 300,000	\$ 316,377	\$ 16,377
2	\$ 309,000	\$ 342,737	\$ 33,737
3	\$ 318,270	\$ 370,394	\$ 52,124
4	\$ 327,818	\$ 399,402	\$ 71,584
5	\$ 337,653	\$ 429,817	\$ 92,164
6	\$ 347,782	\$ 461,697	\$ 113,915
7	\$ 358,216	\$ 495,103	\$ 136,887
8	\$ 368,962	\$ 530,098	\$ 161,136
9	\$ 380,031	\$ 566,747	\$ 186,716
10	\$ 391,432	\$ 605,118	\$ 213,687
Total	\$ 3,439,164	\$ 4,517,491	\$ 1,078,327
Average	\$ 343,916	\$ 451,749	\$ 107,833

Source: Albany County IDA, Camoin Associates

OTHER EXEMPTIONS

The PILOT program would offer the Applicant savings in terms of property tax benefits, but there are other benefits to working with the Agency, including a sales tax exemption on renovation materials and furniture, fixtures, and equipment.

Table 8

Summary of Costs to County

Mortgage Recording Tax Exemption	\$ -
Sales Tax Exemption	\$ 850,000

Source: Applicant, Camoin Associates

The additional incentive offered by the Agency will benefit the Applicant but will not negatively affect the county because, without the Project, the County by definition would not be receiving any associated sales tax revenue.

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SALES TAX REVENUE

SALES TAX REVENUE – RENOVATION PHASE

The one-time renovation phase earnings described by the total economic impact of the renovation work (described in above section) would lead to additional sales tax revenue for the County. It is assumed that 70% of the renovation phase earnings would be spent within Albany County and that 25% of those purchases would be taxable.³

Table 9

One Time Sales Tax Revenue, Renovation Phase		
Total New Earnings	\$	469,517
Amount Spent in County (70%)	\$	328,662
Amount Taxable (25%)	\$	82,165
County Sales Tax Rate		4.00%
New County Tax Revenue	\$	3,287

Source: Nassau County, Camoin Associates

As a result of the renovation phase employment, the County would receive approximately \$3,300 in new sales tax revenue from the economic impacts of renovation.

SALES TAX REVENUE – EMPLOYEE EARNINGS

The earnings generated by on-site jobs that will occur as a result of building occupation at the Project (described under Impacts of On-Site Employment) would lead to additional annual sales tax revenue for the County. It is assumed that 70% of the earnings would be spent within Albany County and that 25% of those purchases will be taxable. Table 10 displays the annual tax revenue that the County will receive.

Table 10

Annual Sales Tax Revenue, On-Site Operations		
Total New Earnings	\$	12,880,647
Amount Spent in County (70%)	\$	9,016,453
Amount Taxable (25%)	\$	2,254,113
County Sales Tax Rate		4.00%
New County Tax Revenue	\$	90,165

Source: Nassau County, Camoin Associates

³ A retail leakage analysis of Albany County suggests that a vast majority of the goods and services that employees will be purchasing are available within the county (food, clothing, vehicles, computers, etc.), but there still will be some outside spending on travel and through purchases made online and in neighboring counties. Based on third party proprietary retail spending data, 70% is a reasonable assumption for the amount of in-county spending. (Source: Esri Business Analyst Retail Market Profile)

ATTACHMENT A: WHAT IS ECONOMIC IMPACT ANALYSIS?

The purpose of conducting an economic impact study is to ascertain the total cumulative changes in employment, earnings and output in a given economy due to some initial “change in final demand.” To understand the meaning of “change in final demand,” consider the installation of a new widget manufacturer in Anytown, USA. The widget manufacturer sells \$1 million worth of its widgets per year exclusively to consumers in Canada. Therefore, the annual change in final demand in the United States is \$1 million because dollars are flowing in from outside the United States and are therefore “new” dollars in the economy.

This change in final demand translates into the first round of buying and selling that occurs in an economy. For example, the widget manufacturer must buy its inputs of production (electricity, steel, etc.), must lease or purchase property and pay its workers. This first round is commonly referred to as the “Direct Effects” of the change in final demand and is the basis of additional rounds of buying and selling described below.

To continue this example, the widget manufacturer’s vendors (the supplier of electricity and the supplier of steel) will enjoy additional output (i.e., sales) that will sustain their businesses and cause them to make additional purchases in the economy. The steel producer will need more pig iron and the electric company will purchase additional power from generation entities. In this second round, some of those additional purchases will be made in the US economy and some will “leak out.” What remains will cause a third round (with leakage) and a fourth (and so on) in ever-diminishing rounds of industry-to-industry purchases. Finally, the widget manufacturer has employees who will naturally spend their wages. Again, those wages spent will either be for local goods and services or will “leak” out of the economy. The purchases of local goods and services will then stimulate other local economic activity. Together, these effects are referred to as the “Indirect Effects” of the change in final demand.

Therefore, the total economic impact resulting from the new widget manufacturer is the initial \$1 million of new money (i.e., Direct Effects) flowing in the US economy, plus the Indirect Effects. The ratio of Total Effects to Direct Effects is called the “multiplier effect” and is often reported as a dollar-of-impact per dollar-of-change. Therefore, a multiplier of 2.4 means that for every dollar (\$1) of change in final demand, an additional \$1.40 of indirect economic activity occurs for a total of \$2.40.

Key information for the reader to retain is that this type of analysis requires rigorous and careful consideration of the geography selected (i.e., how the “local economy” is defined) and the implications of the geography on the computation of the change in final demand. If this analysis wanted to consider the impact of the widget manufacturer on the entire North American continent, it would have to conclude that the change in final demand is zero and therefore the economic impact is zero. This is because the \$1 million of widgets being purchased by Canadians is not causing total North American demand to increase by \$1 million. Presumably, those Canadian purchasers will have \$1 million less to spend on other items and the effects of additional widget production will be cancelled out by a commensurate reduction in the purchases of other goods and services.

Changes in final demand, and therefore Direct Effects, can occur in a number of circumstances. The above example is easiest to understand: the effect of a manufacturer producing locally but selling globally. If, however, 100% of domestic demand for a good is being met by foreign suppliers (say, DVD players being imported into the US from Korea and Japan), locating a manufacturer of DVD players in the US will cause a change in final demand because all of those dollars currently leaving the US economy will instead remain. A situation can be envisioned whereby a producer is serving both local and foreign demand, and an impact analysis would have to be careful in calculating how many “new” dollars the producer would be causing to occur domestically.

ABOUT CAMOIN ASSOCIATES

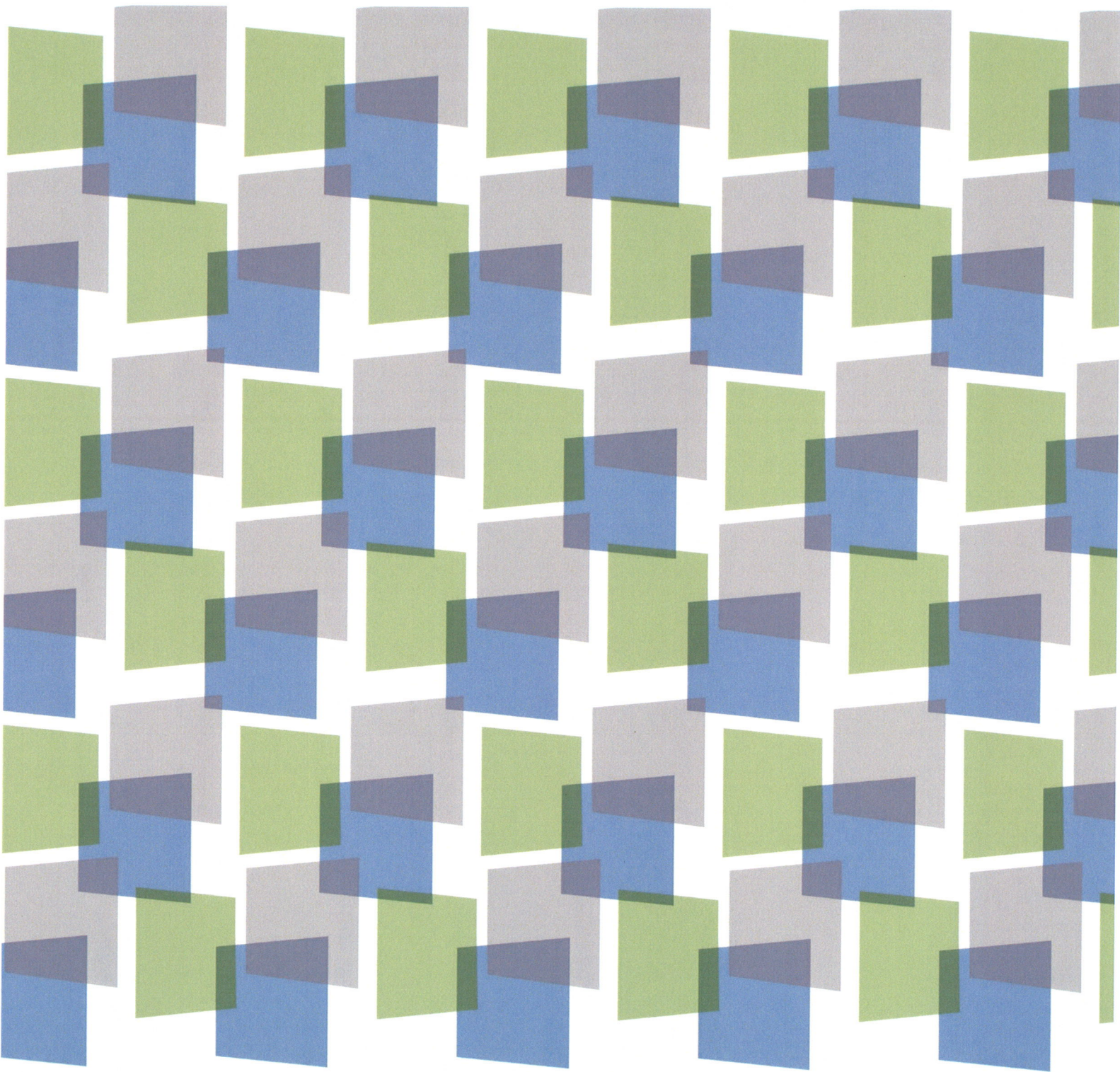
As the nation's only full-service economic development and lead generation consulting firm, Camoin Associates empowers communities through human connection backed by robust analytics.

Since 1999, Camoin Associates has helped local and state governments, economic development organizations, nonprofit organizations, and private businesses across the country generate economic results marked by resiliency and prosperity.

To learn more about our experience and projects in all of our service lines, please visit our website at www.camoinassociates.com. You can also find us on [LinkedIn](#), [Facebook](#), and [YouTube](#).

THE PROJECT TEAM

Rachel Selsky
Project Principal



 camoin
associates

www.camoinassociates.com

December 22, 2023

Mr. William M. Clay
Albany County Industrial Development Agency
111 Washington Avenue
Suite 100
Albany, NY 12210

Re: TJA-NY-Switzkill RD Berne, LLC
Town of Berne, Albany County
SEQR Lead Agency Status

Dear Mr. Clay:

TJA-NY-Switzkill RD Berne, LLC is proposing to construct a 4.25MWac ground-mounted solar farm and associated electrical appurtenances at 57 Canaday Hill Road, Berne, NY 12023. The solar photovoltaic (PV) system is proposed for installation within approximately 21-acres of an approximate 47-acre site. C&S Engineers, Inc. (C&S), on behalf of the Town of Berne, is providing this letter that serves as notification to all involved and interested agencies that the Town is seeking lead agency status under SEQR for the proposed project.

The site will consist of photovoltaic cell racks along with balance of system equipment including but not limited to switchboards and transformers mounted on concrete pads, and an access road to allow appropriate access during construction and future maintenance activities. The electrical wiring for the project will be predominantly underground, but will tie into the local utility's distribution line via pole mounted, overhead wiring.

In accordance with SEQR regulations, involved and interested agencies have 30 days to comment on the proposed Town of Berne lead agency designation. The Town is treating this project as a Type I Action under SEQR. If your agency opposes the Town proposed status as lead agency, you have until January 22, 2024 to respond in writing, stating your opposition.

The Town of Berne requests that if you concur with the proposed status, you sign the bottom of this letter and return it on or before January 22, 2024.

Please provide this response to Mr. Bryan A. Bayer, C&S Engineers, Inc., our approved consultant, that is managing the SEQR process on our behalf. Mr. Bayer's contact information follows:

**Mr. Bryan A. Bayer
C&S Engineers, Inc.
499 Col. Eileen Collins Boulevard
Syracuse, New York 13212**

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: TJA-NY-Switzkill RD Berne, LLC		
Project Location (describe, and attach a general location map): 57 Canaday Hill Road, Town of Berne, Albany County (See Figure 1)		
Brief Description of Proposed Action (include purpose or need): The proposed project is construction of a ground-mounted solar farm and associated electrical appurtenances at Switzkill Road in the Town of Berne, Albany County, New York. The solar photovoltaic (PV) system is proposed for installation within an approximate 47-acre site. The site can support 4.25-megawatts AC of generation. Included with the project are appurtenant electrical equipment, and access roads. There is an existing three phase National Grid feeder running north-south along the east side of Switzkill Road which may need to be upgraded, depending on the study performed by National Grid. This will be the point of interconnection for the solar farm. The interconnection wiring, connecting the solar array to the National Grid point of interconnection along Switzkill Road, will be pole mounted, overhead wiring.		
Name of Applicant/Sponsor: Michael Frateschi, P.E., TJA Clean Energy		Telephone: 315-558-2344
		E-Mail: mfrateschi@tja.energy
Address: 150 John Vertente Boulevard		
City/PO: New Bedford	State: MA	Zip Code: 02745
Project Contact (if not same as sponsor; give name and title/role): Bryan A. Bayer, C&S Engineers, Inc.		Telephone: 315-455-2000
		E-Mail: bbayer@cscos.com
Address: 499 Col. Eileen Collins Boulevard		
City/PO: Syracuse	State: NY	Zip Code: 13212
Property Owner (if not same as sponsor): (same as sponsor)		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 RAF - Residential / Agricultural / Forestry _____

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Berne-Knox-Westerlo Central School District _____

b. What police or other public protection forces serve the project site?
 Albany County Sheriff, New York State Police _____

c. Which fire protection and emergency medical services serve the project site?
 Helderberg Ambulance, Berne Fire District, East Berne Volunteer Fire Department _____

d. What parks serve the project site?
 Berne Town Park, Partridge Run Wildlife Management Area, Dutch Settlement State Forest, Berne Knox Westerlo Little League _____

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial - Solar PV Array _____

b. a. Total acreage of the site of the proposed action? _____ 47 acres
 b. Total acreage to be physically disturbed? _____ 20.6 acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 47 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ 8 months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase I (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: The proposed project involves removal of 0.85 acres of woody vegetation. No loss of wetland will occur as a result of tree/shrub removal. The area will still function as a wetland upon completion of vegetation removal.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

• proposed method of plant removal: _____

• if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

• Name of district or service area: _____

• Does the existing public water supply have capacity to serve the proposal? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

• Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

• Describe extensions or capacity expansions proposed to serve this project: _____

• Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

• Applicant/sponsor for new district: _____

• Date application submitted or anticipated: _____

• Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

• Name of wastewater treatment plant to be used: _____

• Name of district: _____

• Does the existing wastewater treatment plant have capacity to serve the project? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<i>i. During Construction:</i>		<i>ii. During Operations:</i>	
• Monday - Friday: _____	7am-5pm	• Monday - Friday: _____	Not applicable
• Saturday: _____	Not applicable	• Saturday: _____	Not applicable
• Sunday: _____	Not applicable	• Sunday: _____	Not applicable
• Holidays: _____	Not applicable	• Holidays: _____	Not applicable

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:

The project area is predominantly agricultural, some forested lands. Some private residences and additional farmland occur adjacent to the property. _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.75	+0.75
• Forested	5.4	0	-5.4
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	14.35	14.41	+0.06
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0.85	0.85	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Solar Array Panels _____	0	4.59	+4.59

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >6.5 feet

b. Are there bedrock outcroppings on the project site? Yes No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Nunda silt loam	_____	69.7 %
Burdett silt loam	_____	17.0 %
Raynham very fine sandy loam	_____	7.6 %

d. What is the average depth to the water table on the project site? Average: _____ 1-2 feet

e. Drainage status of project site soils: Well Drained: _____ 0 % of site
 Moderately Well Drained: _____ 70 % of site
 Poorly Drained _____ 30 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 30 % of site
 10-15%: _____ 37 % of site
 15% or greater: _____ 32 % of site

g. Are there any unique geologic features on the project site? Yes No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name RE-2, federal wetland _____ Approximate Size 0.85
- Wetland No. (if regulated by DEC) RE-2 _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
If Yes:
i. Name of aquifer: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____ _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Bryan A. Bayer, C&S Engineers, Inc. Date October 27, 2023

Signature  Title Managing Environmental Scientist

E.2.o. [Endangered or Threatened Species - Name]	Northern Long-eared Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	ALBA001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

WILLIAM M. CLAY
CHAIRMAN
ANTON DRESLIN
TRAVON T. JACKSON
MARLENE MCTIGUE
PAUL NYLIN
MICHAEL PAPARIAN
WILLIAM MURPHY



ALBANY COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

COUNTY OFFICE BUILDING
111 WASHINGTON AVE
SUITE 100
ALBANY, NEW YORK 12207-2021
(518) 447-7707

ACIDA MEETING DATES

2024

January 3 rd
February 7 th
March 6 th
April 3 rd
May 1 st
June 5 th
July 3 rd
August 7 th
September 4 th
October 2 nd
November 6 th
December 4 th

All meetings will be on the 1st Wednesday of every month from 5:30 p.m.
(Unless otherwise instructed)