

Frank S. Venezia
Chairman
Joseph P. Richardson
Vice Chairman
Tim McCann
Secretary
Victoria Storrs
Assistant Secretary
Sandra Shapard
Member
Tim Maniccia
Member
David Kidera
Member

TOWN OF BETHLEHEM
Albany County - New York
INDUSTRIAL DEVELOPMENT AGENCY
445 DELAWARE AVENUE
DELMAR, NEW YORK 12054
Telephone: (518) 439-4955
Fax: (518) 439-5808
Email: info@bethlehemida.com
www.bethlehemida.com

Thomas P. Connolly
*Executive Director,
Assistant Secretary and
Agency Counsel
518-447-3303*
Allen F. Maikels
*Treasurer, Chief Financial Officer
and Contracting Officer
518-487-4679*
Elizabeth Staubach
*Economic Development
Coordinator
Ext. 1189*
Robin Nagengast
*Assistant to the Executive Director
and Clerk
Ext. 1164*

**Regular Meeting Agenda
Friday, November 17, 2017
8:00 AM
Town Hall Auditorium**

- I. Call to Order/Roll Call/Quorum Determination**
- II. Minutes Approval**
 1. Bethlehem Industrial Development Agency - Regular Meeting - Sep 22, 2017 8:00 AM
 2. Special Meeting Thursday October 12, 2017
- III. Reports of Committees**
- IV. Communications**
- V. Old Business**
 1. Planning Board Update (Leslie)
 2. Report of ED Coordinator (Leslie)
 3. Columbia 15 Project (Connolly)
 4. SAE Sun (Monolith) Project (Michael Hickey)
 5. Air Products Project (Connolly/Scott)
 6. 11 Vista/CPI Berk III & IV/Modification (Scott)
 7. 10 Vista/Retail/Termination (Scott)
 8. 1220 New Scotland Rd/ARCH SCBTHNY02 Termination (Scott)
- VI. New Business**
 1. Financial Statements 10/30/17 (Maikels)
 2. Administrative Services Contract 2018/Resolution (Connolly)
 3. Regular Meeting - Friday, December 15, 2017 8:00 a.m. Auditorium
- VII. Adjournment**

Adjourn

Frank S. Venezia
Chairman
Joseph P. Richardson
Vice Chairman
Tim McCann
Secretary
Victoria Storrs
Assistant Secretary
Sandra Shapard
Member
Tim Maniccia
Member
David Kidera
Member

TOWN OF BETHLEHEM
Albany County - New York
INDUSTRIAL DEVELOPMENT AGENCY

445 DELAWARE AVENUE
DELMAR, NEW YORK 12054
Telephone: (518) 439-4955
Fax: (518) 439-5808
Email: info@bethlehemida.com
www.bethlehemida.com

Regular Meeting Minutes
Friday, September 22, 2017
8:00 AM
Town Hall Auditorium

Thomas P. Connolly
*Executive Director,
Assistant Secretary and
Agency Counsel*
518-447-3303
Allen F. Maikels
*Treasurer, Chief Financial Officer
and Contracting Officer*
518-487-4679
Elizabeth Staubach
*Economic Development
Coordinator*
Ext. 1189
Robin Nagengast
*Assistant to the Executive Director
and Clerk*
Ext. 1164

I. Call to Order/ Roll Call/Quorum Determination

Attendee Name	Title	Status	Arrived
Frank S. Venezia	Board Member/Chairman	Present	
Joseph P. Richardson	Board Member/Vice Chairman	Present	
Tim McCann	Board Member/Secretary	Absent	
Victoria Storrs	Board Member/Assistant Secretary	Present	
Sandra Shapard	Board Member	Present	
Tim Maniccia	Board Member	Present	
David Kidera	Board Member	Absent	
Thomas P. Connolly	Executive Director/Agency Counsel	Present	
Joe Scott	Bond Counsel	Absent	
Allen F. Maikels	CFO and Contracting Officer	Present	
Robin Nagengast	Assistant to the Executive Director	Present	
Elizabeth Staubach	Senior Planner/ED Coordinator	Present	

II. Minutes Approval

1. Wednesday, August 23, 2017

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Joseph P. Richardson, Board Member/Vice Chairman
SECONDER: Sandra Shapard, Board Member
AYES: Venezia, Richardson, Storrs, Shapard, Maniccia
ABSENT: Tim McCann, David Kidera

III. Report of Committees

• **DRAFT BUDGET FOR 2018**

The Finance Committee met September 7 to develop a budget for 2018. Chairman Venezia explained that the draft budget provided for \$2,500 for dues to Center for Economic Growth (no change from 2017), \$50,000 for the town administrative services contract (no change from 2017) and an increase of \$952 for salaries and wages. The budget complies with the Agency's fund balance policy.

Minutes Acceptance: Minutes of Sep 22, 2017 8:00 AM (Minutes Approval)

- **2018 BUDGET/RESOLUTION (VENEZIA)**

Upon motion by Mr. Maniccia, seconded by Mr. Richardson, the Agency adopted the 2018 budget with all members present in approval.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tim Maniccia, Board Member
SECONDER: Joseph P. Richardson, Board Member/Vice Chairman
AYES: Venezia, Richardson, Storrs, Shapard, Maniccia
ABSENT: Tim McCann, David Kidera

IV. Communications

None.

V. Old Business

- **PLANNING BOARD UPDATE (LESLIE)**

Air Products has received conditional site plan approval for its expansion project; estimated construction start first week of October.

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

Following recent ongoing meetings with the IDA, CEG will begin actively marketing the town of Bethlehem and facilitating additional communications with businesses. A meeting is scheduled with an existing Bethlehem business to discuss a possible expansion that has the potential to be an IDA project. Three new Microenterprise Grant Award applicants have been recommended to the Town Board for approval and conditioned on Planning Board approval. There is \$23,000 in grant funding still available to qualified new businesses (in operation for 6 months or less).

- **COLUMBIA 15 PROJECT (CONNOLLY)**

The developer is still seeking a tenant.

- **SAE SUN (MONOLITH) PROJECT (JENNIFER PICKETT)**

Monolith anticipates obtaining SBA loan approval in 3-4 weeks.

- **AIR PRODUCTS PROJECT (CONNOLLY/SCOTT)**

Comments on documents are expected from Air Products and project is anticipated to close this year.

- **11 VISTA/CPI BERK III & IV/MODIFICATION (SCOTT)**

The document modification is ready for signature.

- **10 VISTA/RETAIL/TERMINATION (SCOTT)**

No new information on status.

- **1220 NEW SCOTLAND RD/ARCH SCBTHNY02 TERMINATION (SCOTT)**

No new information on status.

VI. New Business

- **FINANCIAL STATEMENTS 8/31/17 (MAIKELS)**

Mr. Maikels reported on the agency financial statements of August 31, 2017.

- **SPECIAL MEETING – THURSDAY, OCTOBER 12, 2017 9:00 A.M. ROOM 101**

A special meeting will be held Thursday, October 12 at 9am in Room 101.

- **REGULAR MEETING - FRIDAY, OCTOBER 27, 2017 8:00 A.M. AUDITORIUM**

The next regular meeting will be held Friday, October 27 at 8am in the auditorium.

VII. Adjournment

Motion To: Adjourn

RESULT:	ADJOURN [UNANIMOUS]
MOVER:	Sandra Shapard, Board Member
SECONDER:	Victoria Storrs, Board Member/Assistant Secretary
AYES:	Venezia, Richardson, Storrs, Shapard, Maniccia
ABSENT:	Tim McCann, David Kidera

Minutes Acceptance: Minutes of Sep 22, 2017 8:00 AM (Minutes Approval)

Frank S. Venezia
Chairman
Joseph P. Richardson
Vice Chairman
Tim McCann
Secretary
Victoria Storrs
Assistant Secretary
Sandra Shapard
Member
Tim Maniccia
Member
David Kidera
Member

TOWN OF BETHLEHEM
Albany County - New York
INDUSTRIAL DEVELOPMENT AGENCY

445 DELAWARE AVENUE
 DELMAR, NEW YORK 12054
 Telephone: (518) 439-4955
 Fax: (518) 439-5808
 Email: info@bethlehemida.com
www.bethlehemida.com

Thomas P. Connolly
Executive Director,
Assistant Secretary and
Agency Counsel
 518-447-3303
Allen F. Maikels
Treasurer, Chief Financial Officer
and Contracting Officer
 518-487-4679
Elizabeth Staubach
Economic Development
Coordinator
 Ext. 1189
Robin Nagengast
Assistant to the Executive Director
and Clerk
 Ext. 1164

Meeting Minutes
Thursday October 12, 2017
9:00 AM, Room 101

A special meeting of the Town of Bethlehem Industrial Development Agency was convened in public session in the Bethlehem Town Hall, 445 Delaware Ave., Delmar, NY at 9:00am, on Thursday October 12, 2017.

Attendance was recorded as follows:

Members Present	Committee Members Absent	Counsel Present	Town Staff Present
Frank Venezia Joe Richardson Tim McCann Victoria Storrs Sandra Shapard Tim Maniccia David Kidera		Joe Scott	Tom Connolly Rob Leslie Liz Staubach Al Maikels Robin Nagengast

Chairman Venezia called the meeting to order at 9:00am noting the presence of a quorum.

Purpose of Bethlehem IDA

After listening to an overview of the history of the Bethlehem IDA and the evolution of the regulation of IDAs as public authorities, there was a discussion of what the mission of the BIDA should be going forward. Members agreed more participation in marketing efforts by the Board would be beneficial. In order to develop the Agency’s 2018 Marketing Plan, it was also agreed a meeting should be scheduled with the owners and developer of Vista Technological Park.

Audit of IDA Board Governance August 2017

The agenda items related to the audit were tabled due to time constraints.

Regular Meeting – Friday, October 27, 2017 8:00 a.m. Auditorium

The October regular meeting was canceled due to lack of agenda.

Motion to Adjourn

A motion to adjourn was made by Mr. Maniccia, seconded by Mr. Kidera and approved by all members at 9:59am.

Respectfully submitted,
 Robin Nagengast

Attachment: Minutes Special Meeting 10-12-17 (M1333296x7F824) (4699 : Special)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF NET ASSETS
October 31, 2017

ASSETS	<u>October 31, 2017</u>
Current Assets	
Checking/Savings	
200.04 Cash-M&T Bank Agency Account	464,399.83
Total Checking/Savings	464,399.83
Other Current Assets	
380 Fee Receivable	0.00
480 Prepaid Expense	234.90
Total Other Current Assets	<u>234.90</u>
Total Current Assets	<u>464,634.73</u>
TOTAL ASSETS	<u><u>464,634.73</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
601 Accrued Expenses	50,723.00
Total Current Liabilities	<u>50,723.00</u>
Total Liabilities	<u>50,723.00</u>
Equity	
924 Net Assets	
924.3 Net Assets-Unassigned	413,911.73
Total 924 Net Assets	<u>413,911.73</u>
TOTAL LIABILITIES & EQUITY	<u><u>464,634.73</u></u>

Attachment: Monthly Financial Statements 10-31-17 (M1334601x7F824) (4696 : Financials)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF REVENUE AND EXPENSES
October 31, 2017

ORDINARY INCOME/EXPENSE

Income

2116 FEE INCOME	14,802.10
2116.1 PSEG ENERGY REIMB	<u>42,504.33</u>
Total Income	57,306.43

Expenses

6460.1 Salaries and Wages	39,680.00
6460.4 Contractual Expenses	57,299.09
6460.8 Employee Benefits	<u>12,267.80</u>
Total Expenses	109,246.89

NET ORDINARY INCOME

-51,940.46

Other Income/Expense

Other Income

2401 Interest Income	236.39
Total Other Income	<u>236.39</u>

NET INCOME

-51,704.07

Attachment: Monthly Financial Statements 10-31-17 (M1334601x7F824) (4696 : Financials)

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
 BUDGET VS ACTUAL
 October 31, 2017

Ordinary Income/Expense	Oct-17 YTD Budget	Variance	Annual Budget
Income			
2116 Fee Income	14,802.10	-28,620.40	52,107.00
2116.1 Energy Reimb	42,504.33	-15,829.07	70,000.00
Total Income	57,306.43	-44,449.47	122,107.00
Expenses			
6460.1 Salaries and Wages	39,680.00	0.00	47,616.00
6460.4 Contractual Expenses	57,299.09	-5,284.24	75,100.00
6460.8 Employee Benefits	12,267.80	114.47	14,584.00
Total Expenses	109,246.89	-5,169.77	137,300.00
Net Ordinary Income	-51,940.46	-39,279.70	-15,193.00
Other Income/Expense			
Other Income			
2401 Interest Income	236.39	-13.61	300.00
Total Other Income	236.39	-13.61	300.00
Net Income	-51,704.07	-39,293.31	-14,893.00

2018
ADMINISTRATIVE SERVICES CONTRACT

THIS AGREEMENT is made as of the 1st day of January, 2018, by and between the following parties:

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

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

WITNESSETH:

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

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

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

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

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

certain services of the staff of the Municipality and of the Municipality's Department of Economic Development and Planning ("Department"), to act as the staff of the Agency on a part-time basis in 2018; and

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

Whereas the Agency has adopted a policy requiring a fund balance of \$450,000.00 ("Fund Balance Policy"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I

DUTIES AND RESPONSIBILITIES OF THE MUNICIPALITY

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

(ii) [Intentionally Omitted]

(iii) [Intentionally Omitted]

(iv) [Intentionally Omitted]

SECTION 1.2. TERM. The term of this Agreement shall be from January 1, 2018 through December 31, 2018. The services to be provided by the Municipality hereunder shall be provided only during the term of this Agreement.

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

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

for the Agency.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE AGENCY

SECTION 2.1 PAYMENTS. (A) Contribution. In full consideration for all the services performed by the Municipality in a manner satisfactory to the Agency, the Agency shall pay to the Municipality the amount set forth on Exhibit A annexed hereto and made a part hereof, and one-half of said amount shall be paid on June 15, 2018, and one-half shall be paid on December 15, 2018.

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

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

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

SECTION III

CANCELLATION OF AGREEMENT

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

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

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

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

Municipality shall comply with the following cancellation procedures:

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

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

SECTION IV

RELATIONSHIP; INDEMNITY

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

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

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

SECTION V

MISCELLANEOUS PROVISIONS

SECTION 5.1. REQUIRED APPROVALS. (A) The Supervisor of the Municipality has executed this Agreement pursuant to motion adopted by the Board of the Municipality, on _____, 2017. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Municipality in the office of its Clerk.

(B) The Chairman of the Agency has executed this Agreement pursuant to Resolution adopted by the members of the Agency on November 17, 2017. This Agreement shall be executed at least in duplicate, and, after execution thereof, at least one copy thereof shall be permanently filed by the Agency in the records of the Agency.

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

- (1) To the Agency:

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

- (2) To the Municipality:

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

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

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

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

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

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

SECTION 5.5. EXECUTION OF COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

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

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

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

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

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

APPROVED AS TO FORM:

TOWN OF BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY

BY: _____
Agency Counsel

BY: _____
(Vice) Chairperson

APPROVED AS TO FORM:

TOWN OF BETHLEHEM

BY: _____
Municipality Attorney

BY: _____
Supervisor

Attachment: Administrative Services Contract 2018 v2 10-26-17 approved 11-17-17 (M1328344x7F824) (4697 : Services)

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On the 17th day of November in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared FRANK S. VENEZIA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On the ____ day of _____ in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared JOHN CLARKSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Attachment: Administrative Services Contract 2018 v2 10-26-17 approved 11-17-17 (M1328344x7F824) (4697 : Services)

Town of Bethlehem and Town of Bethlehem IDA
2018 Service Agreement
Exhibit A

Position Allocation:	Budgeted Salary	Est. Hours per Week	Percent Allocation	Dollars Allocable to IDA
<u>Salaries</u>				
Director of Div. Econ Dev & Planning (Leslie)	110,198	6.00	16.0%	17,632
Administrative Aide (Nagengast)	60,604	4.00	11.4%	6,926
Economic Director (Staubach)	71,506	18.75 ^a	35.0% ^b	25,027
<u>Fringes</u>				
Director Div. Econ Dev & Planning	43,953		16.0%	7,032
Administrative Aide	13,566		11.4%	1,547
Economic Director	34,789		35.0% ^b	<u>12,176</u>
				70,340
<u>Other</u>				
Payroll, PILOT Billing & Tracking				<u>16,000</u>
Total Estimated Costs Incurred by the Town, for the benefit of the IDA				<u><u>86,340</u></u>
In the event pending projects close in 2017 or early 2018, the agreed upon amount for services for 2018 if revenues are sufficient (not to exceed amount) is:				80,000
^a 1/2 Time				
^b 70% of 1/2 time				
In the event pending projects do not close in 2017 or early 2018, the agreed upon amount for services for 2018 (not to exceed amount) is:				<u><u>50,000</u></u>

Attachment: Administrative Services Contract 2018 v2 10-26-17 approved 11-17-17 (M1328344x7F824) (4697 : Services)

The IDA's 2018 budget includes a provision of \$50,000 to fund this agreement. Should the Agency, owing to new project approvals, receive revenues sufficient to provide full reimbursement for the agreed upon amount of the total estimated costs incurred by the town (\$80,000), then such may be paid either within FY 2018 or thereafter, provided the IDA Board so approves.

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