



**Tuesday, January 26, 2016**  
21 Lodge Street, 8:00 a.m.

**CAPITALIZE ALBANY**  
**CORPORATION**

**Capitalize Albany Corporation**  
**Board of Directors Meeting**  
**Agenda**

1. Review of Minutes from the Regular Meeting of December 15, 2015
2. Report of the Finance & Investment Committee
  - a. Review of 2015 Unaudited 4<sup>th</sup> Quarter Results
  - b. Finance Committee Charter Approval Resolution 1-2016
  - c. Riverfront Barge Lease Amendments Approval Resolution 2-2016
3. IDA/CRC Agreements
  - a. IDA/CRC Professional Service Agreement Approval Resolution 4-2016
  - b. IDA Economic Development Fee for Service Approval Resolution 5-2016
4. Administrative Housekeeping
  - a. Review Mission Statement
  - b. Procurement Guidelines Re-adoption Resolution 3-2016
5. Other Business
6. Project Update
7. Executive Session (if necessary)

**Capitalize Albany Corporation Board Meeting**  
**MINUTES**  
**Tuesday, December 15, 2015**

The meeting of the Capitalize Albany Corporation Board of Directors was held at 8:00 a.m., Tuesday, December 15, 2015 at the Fairfield Inn & Suites at 74 State Street.

The following were in attendance:

**Board of Directors:**

Michael Castellana	Jeff Sperry	James Linnan	Matt Peter
Michael Fancher	Mark Sullivan	Bob Curley	Dorsey Whitehead
John Harris	Susan Pedo	Nancy Zimpher	Robert Jones
Michele Vennard	Anders Tomson	David Parente	

**Other:**

Thomas M. Owens, Esq.

**Staff:**

Sarah Reginelli, Brad Chevalier, Mark Opalka, Chantel Burnash, Amy Gardner, Ashley Mohl, Sabina Mora, Andy Corcione, and Mike Bohne

Chairman Michael Castellana called the regular meeting of the Capitalize Albany Corporation (“Corporation”) Board to order at 8:04 a.m. (Susan Pedo, Robert Jones, Michele Vennard, and Anders Tomson joined the meeting after the review and approval of the minutes).

**Approval of Minutes for November 24, 2015 Board Meeting**

The Board reviewed the minutes of the November 24, 2015 meeting. Mark Sullivan made a motion for approval. Matt Peter seconded. The Board agreed unanimously to approve the minutes.

**Year-end report**

**2015 in Review**

Staff made a presentation to the Board reviewing the Corporation’s activity and accomplishments of 2015 which included strengthening the Corporation, fortifying the IDA, and propelling growth. Staff highlighted the improved outreach with the public, stating a 231% increase in subscribers for the Corporation’s newsletter, a 66% increase in Twitter followers, and a 40% increase in Facebook friends. The Board and staff reviewed the 2015 performance goals and outlined the Corporation’s progress towards/achievement of these goals over the past year.

**2016 Look Ahead**

Staff discussed the strategic plan and Corporation’s targets for the upcoming three years. The Board commended Staff on a successful year and looks forward to seeing Staff build on the momentum.

## **Year-end Administrative Matters**

### **2016 Election of Board Officers Resolution 14-2015**

Following discussion, a motion to approve the 2016 Election of Board Officers Resolution 14-2015 was made by Jeff Sperry and seconded by John Harris. A vote being taken, the motion passed unanimously.

## **Other Business**

The Board reviewed the outcome of the Upstate Revitalization Initiative and the Capital 20.20 plan. The Board discussed that the region now has a blueprint that will be followed for the next five years and longer.

## **Executive Session**

A motion to enter into executive session was made by Michael Castellana, seconded by Bob Curley to discuss the employment history of certain individuals. The Board entered into executive session at 8:41 a.m. All of Staff left the room. The following Directors were present: Michael Castellana, Jeff Sperry, Michael Fancher, James Linnan, Matt Peter, Mark Sullivan, Bob Curley, John Harris, Susan Pedo, David Parente, Anders Tomson, Nancy Zimpher, Dorsey Whitehead, Robert Jones and Michele Vennard. The Board left executive session at 8:50 a.m. and returned to its regular session. No actions were taken in executive session.

## **2015 At-Risk Compensation**

### **2015 At-Risk Compensation Pool Distribution Resolution 15-2015**

Mark Sullivan, Chair of the Governance Committee, reviewed the resolution and discussed the Corporation's Compensation Policy. Dr. Sullivan provided the Board with a review of the staff's performance in 2015 on behalf of the Governance Committee, and informed the Board that the Governance Committee unanimously recommended the full pool be eligible for distribution based on outstanding performance in attaining the pre-defined 2015 goals.

A motion to adopt the resolution was made by Mark Sullivan and seconded by John Harris. A vote being taken, the motion passed unanimously.

## **2016 Compensation**

### **2015 Officer Salaries Resolution 16-2015**

The Chair of the Governance Committee reviewed the resolution with the Board. A motion to adopt the resolution was made by Mark Sullivan and seconded by Jeff Sperry. A vote being taken, the motion passed unanimously.

### **2016 Performance Goals and At-Risk Compensation Pool Resolution 17-2015**

The Chair of the Governance Committee reviewed the proposed performance goals for 2015 with the Board. In accordance with the At-Risk Compensation Policy, the achievement of these goals will be used in determining the at risk compensation distribution in 2015. Following review and discussion among the Board, the resolution was amended to reflect the Board's determination that the development of new sustainable/recurring revenue sources was an additional priority for the Corporation and executive staff. A motion to adopt the resolution, as

amended, was made by Michele Vennard and seconded by Jim Linnan. A vote being taken, the motion passed unanimously.

**Project Update**

Staff reviewed the status of active projects with the Board.

There being no further business, the Capitalize Albany Corporation Board of Directors regular meeting was adjourned at 8:51 a.m.

Capitalize Albany Corporation  
21 Lodge Street  
Albany, New York 12207

MEMORANDUM

TO: Capitalize Albany Corporation Board of Directors  
FROM: Mark Opalka  
RE: Capitalize Albany Corporation 4<sup>th</sup> Quarter Financial Reports  
DATE: January 26, 2016

**BUDGET PERFORMANCE**

On a pre-audit basis, through December 31, 2015, the Capitalize Albany Corporation had a net loss of approximately \$162,570 which compares favorably to the year-to-date (YTD) budgeted net loss of approximately \$272,340. Capitalize Albany had a net income of approximately \$1,462,160 at December 31, 2014. This large net income was mainly attributable to the Corporation selling off real estate assets in the 3<sup>rd</sup> Quarter of 2014.

My comments below address those categories that deviate in excess of 5% from the YTD budget.

- ***YTD 2015 revenue is \$1,529,760 which is \$123,182 (9%) above the 2015 budget.***
  - ***Real Estate Income.*** Real Estate income is approximately \$292,050 which is 5% over budget. This positive variance is a direct result of the DBID leasing office space at 21 Lodge Street. This transaction was not budgeted for in the 2015 budget.
  - ***Loan Interest Income.*** Loan interest income is approximately \$94,920 or 15% under budget. This negative variance is a direct result of two early loan repayments.
  - ***Investment & Interest Income.*** Interest and Investment Income is approximately \$38,870 which is 54% under budget. This negative variance is a direct result of market performance that occurred during the last half of 2015.
  - ***Membership & Event Support.*** Membership and Event Support is approximately \$38,400 or 15% over budget. This positive variance is direct result of increased membership for 2015.
  - ***Project & Program Revenue.*** Project and Program revenue is \$173,900. This revenue is from grant monies received for the Blight to Betterment program as well as a Main Street technical assistance grant for the Impact Downtown Albany study. This revenue was not budgeted for in the 2015.

- **YTD 2015 expenses are \$1,685,440 which is \$6,523 above the 2015 budget.**
  - **Salaries & Fringe Benefits Expense.** This category is under budget by approximately \$161,760 or 18%. The variance in this category is attributable to position vacancies during the first quarter as well as the financial consultant position being budgeted to salaries and benefits in the 2015 budget. This expense, which is approximately \$60,560, is currently being expensed in the professional fees category.
  - **Professional Fees.** This category is over budget by approximately \$43,170 or 20%. As noted above the variance in the category is attributable to the financial consultant expenses being budgeted to salary & fringe benefits in 2015. This variance has been offset by lower legal fees incurred in 2015.
  - **Administrative Expense.** This category is under budget by approximately \$37,960 or 30%. This variance is mainly attributable to the Board opt-outs for the Impact Downtown Albany Plan totaling \$21,400 as well as lower insurance and meeting expenses.
  - **Real Estate Expense.** This category is under budget by approximately \$2,000 or 5%. This variance is mainly attributable to lower maintenance costs incurred on the Corporation's rental property at 1 Quackenbush Square.
  - **Occupancy Expenses.** This category is under budget by approximately \$9,600 or 20%. This is mainly attributable to lower maintenance costs which were incurred in 2015 as well as lower utility costs due to the DBID sharing a percentage of utility costs for 21 Lodge Street.
  - **Project & Program Expense.** Project and Program over budget by approximately \$186,223 or 186%. This is attributable to unbudgeted expenses for the Blight to Betterment program as well as final payment to the consultant for the Impact Albany Plan. These expenses were not budgeted for in the 2015 budget.

## **LOANS**

- In December 2015, Capitalize Albany received a recovery of \$500 related to the ACE Holding, LLC loan.

## **BALANCE SHEET**

- At December 31, 2015, compared to December 31, 2014, unrestricted cash has increased by approximately \$61,100. This is primarily attributable to program income received as well early principal payments received on mortgage receivables.
- Restricted cash has increased approximately \$68,860 due to loan repayments.
- Mortgage notes receivable has decreased by approximately \$416,470. This is a result of scheduled loan payment activity and two early loan repayments.
- Net investment in direct financing leases has been reduced by approximately \$151,540. This is due to scheduled lease payments, the largest of which are the payments from ACDA. Additionally, ACDA payments are applied to the principal amount of bonds outstanding for 200 Henry Johnson Boulevard.
- Liabilities have been reduced by approximately \$435,250. This is due to reduced accounts payable, principal payments applied against Capitalize Albany's bond indebtedness, and reduced professional service fees due to the City of Albany due to new structure of direct employment of all Corporation staff.

## **CASH FLOW STATEMENT**

- Capitalize Albany's December 31, 2015 cash and cash equivalents increased by approximately \$61,100 to \$4.15 million.
- Projected 2015 cash flow provided by operational activities reflected scheduled project grants activity, receipt of payment under the CAIDA Professional Service Agreement, scheduled lease and rental receipts, and payment of various administrative expenses
- Cash used in capital and financing activities reflects scheduled debt service payments and renovations made at 21 Lodge Street during 2015.
- Cash flow from investing activities reflects projected loan disbursement and repayment activity, direct finance lease payments, and investment activity.

# CAPITALIZE ALBANY CORPORATION

Comparative Balance Sheets

Pre-Audited Draft

	December 31, 2015	December 31, 2014	\$ Change
<b>Assets</b>			
Current Assets:			
Cash and cash equivalents	\$ 4,149,834	\$ 4,088,737	\$ 61,097
Investments	3,437,044	3,411,362	25,682
Restricted cash	584,389	515,529	68,860
Mortgage notes receivable, net	2,405,637	2,822,105	(416,468)
Net investment in direct financing leases	519,983	671,521	(151,538)
Accrued interest receivable	39,643	58,671	(19,028)
Grants receivable	-	-	-
Receivables from the City of Albany and City agencies	100,000	101,013	(1,013)
Other receivables, net	121,991	97,086	24,906
Property held for investment and lease, net	2,396,208	2,571,690	(175,482)
Property and equipment, net	378,070	403,263	(25,193)
Other assets	658,891	648,532	10,359
<b>Total assets</b>	<b>\$ 14,791,690</b>	<b>\$ 15,389,509</b>	<b>\$ (597,819)</b>
<b>Deferred Outflows of Resources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Liabilities</b>			
Current Liabilities:			
Accounts payable and accrued expenses	\$ 133,663	\$ 264,848	\$ (131,185)
Due to the City of Albany	72,892	99,521	(26,629)
Unearned grant and other income	500,330	480,860	19,470
Bonds payable	2,350,000	2,650,000	(300,000)
Revolving loan fund liability	703,612	702,825	788
Unearned program support	83,307	80,997	2,310
<b>Total liabilities</b>	<b>\$ 3,843,804</b>	<b>\$ 4,279,051</b>	<b>\$ (435,247)</b>
<b>Deferred Inflows of Resources</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Position</b>			
Net invested in capital assets	\$ 914,953	\$ 914,953	\$ -
Restricted for:			
Debt service	171,446	171,446	-
CDBG eligible activities	124,519	124,519	-
Other program specific activities	13,269	13,269	-
Impact Downtown Albany	-	-	-
Unrestricted	9,723,699	9,886,271	(162,572)
<b>Total net position</b>	<b>\$ 10,947,886</b>	<b>\$ 11,110,458</b>	<b>\$ (162,572)</b>



January 1, 2015 - December 31, 2015

	4th Quarter	YTD Actual	YTD Budget	Variance - \$	Variance - %	2015 Projection	Original Budget	Projected Variance from Budget
<b>REVENUE</b>								
General Economic & Community Development Support Income	\$ 192,400	\$ 500,587	\$ 501,600	\$ (1,013)	0%	\$ 500,587	\$ 501,600	\$ (1,013)
Real Estate Income	182,962	292,051	277,397	14,654	5%	292,051	277,397	14,654
Professional Service Agreement Income	75,000	300,000	300,000	-	0%	300,000	300,000	-
Loan Interest Income	23,279	94,920	111,457	(16,537)	-15%	94,920	111,457	(16,537)
Fee Income	6,607	33,390	34,170	(780)	-2%	33,390	34,170	(780)
Direct Finance Lease Income	443	57,648	63,632	(5,984)	-9%	57,648	63,632	(5,984)
Investment & Interest Income	14,967	59,623	84,823	(25,200)	-30%	59,623	84,823	(25,200)
FMV Adj on Fidelity Inv	13,615	(58,053)	-	(58,053)	100%	(58,053)	-	(58,053)
G/L on Sale/Redemption	(5,943)	37,301	-	37,301	100%	37,301	-	37,301
Membership & Event Support	8,725	38,395	33,500	4,895	15%	38,395	33,500	4,895
<b>TOTAL REVENUE</b>	<b>\$ 512,054</b>	<b>\$ 1,355,860</b>	<b>\$ 1,406,578</b>	<b>\$ (50,718)</b>	<b>-4%</b>	<b>\$ 1,355,860</b>	<b>\$ 1,406,578</b>	<b>\$ (50,718)</b>
<b>EXPENSE</b>								
Salaries Expense	\$ 227,177	\$ 733,920	\$ 895,676	\$ (161,756)	-18%	\$ 733,920	\$ 895,676	\$ (161,756)
Professional Fees	50,169	258,443	215,275	43,168	20%	258,443	215,275	43,168
Administrative Expenses	19,182	90,494	128,450	(37,956)	-30%	90,494	128,450	(37,956)
Interest Expense	2,369	29,826	32,665	(2,839)	-9%	29,826	32,665	(2,839)
Real Estate Expenses	9,090	37,364	39,300	(1,936)	-5%	37,364	39,300	(1,936)
Occupancy Expense	12,753	37,544	47,157	(9,613)	-20%	37,544	47,157	(9,613)
Bad Debt Expense (recovery)	(500)	(500)	-	(500)	100%	(500)	-	(500)
Membership & Event Expense	7,799	11,466	11,875	(409)	-3%	11,466	11,875	(409)
<b>TOTAL EXPENSES BEFORE DEPRECIATION</b>	<b>\$ 328,040</b>	<b>\$ 1,198,556</b>	<b>\$ 1,370,398</b>	<b>\$ (171,841)</b>	<b>-13%</b>	<b>\$ 1,198,556</b>	<b>\$ 1,370,398</b>	<b>\$ (171,841)</b>
<b>NET INCOME BEFORE DEPRECIATION &amp; PROGRAM ACTIVITY</b>	<b>\$ 184,015</b>	<b>\$ 157,304</b>	<b>\$ 36,181</b>	<b>\$ 121,123</b>	<b>335%</b>	<b>\$ 157,304</b>	<b>\$ 36,181</b>	<b>\$ 121,123</b>
<b>DEPRECIATION</b>	\$ 207,553	\$ 207,553	\$ 208,519	\$ (967)	0%	\$ 207,553	\$ 208,519	\$ (967)
<b>NET INCOME (LOSS) AFTER DEPRECIATION</b>	<b>\$ (23,538)</b>	<b>\$ (50,249)</b>	<b>\$ (172,338)</b>	<b>\$ 122,090</b>	<b>71%</b>	<b>\$ (50,249)</b>	<b>\$ (172,338)</b>	<b>\$ 122,090</b>
<b>PROJECT &amp; PROGRAM REVENUE</b>								
Blight to Betterment	\$ -	\$ 152,400	\$ -	\$ 152,400	100%	\$ 152,400	\$ -	\$ 152,400
Downtown Tactical Plan	-	21,500	-	21,500	100%	21,500	-	21,500
New York Main Street	-	-	-	-	0%	-	-	-
Total Program Income	\$ -	\$ 173,900	\$ -	\$ 173,900	100%	\$ 173,900	\$ -	\$ 173,900
<b>PROJECT &amp; PROGRAM EXPENSE</b>								
Blight to Betterment	\$ -	\$ 142,110	\$ -	\$ 142,110	100%	\$ 142,110	\$ -	\$ 142,110
Downtown Tactical Plan	143,645	144,113	100,000	44,113	44%	144,113	100,000	44,113
New York Main Street	-	-	-	-	0%	-	-	-
Total Program Expense	\$ 143,645	\$ 286,223	\$ 100,000	\$ 186,223	186%	\$ 286,223	\$ 100,000	\$ 186,223
<b>NET INCOME (LOSS) FROM PROGRAM ACTIVITY</b>	<b>\$ (143,645)</b>	<b>\$ (112,323)</b>	<b>\$ (100,000)</b>	<b>\$ (12,323)</b>	<b>0%</b>	<b>\$ (112,323)</b>	<b>\$ (100,000)</b>	<b>\$ (12,323)</b>
<b>NET INCOME (LOSS) AFTER DEPRECIATION &amp; PROGRAM ACTIVITY</b>	<b>\$ (167,182)</b>	<b>\$ (162,572)</b>	<b>\$ (272,338)</b>	<b>\$ 109,767</b>	<b>40%</b>	<b>\$ (162,572)</b>	<b>\$ (272,338)</b>	<b>\$ 109,767</b>

**Capitalize Albany Corporation**  
**STATEMENTS OF REVENUES AND EXPENSES AND CHANGES IN NET ASSETS**  
**Pre Audited Draft**

	Projected December 31, 2015	Year Ended December 31, 2014
Revenues		
Grant income and Contribution Income	\$ 674,487	\$ 698,397
Rental income	294,267	344,500
Other interest and investment income	94,302	170,426
Interest income on mortgage notes	94,920	88,737
Gain on sale of properties	-	1,457,824
Fees and other income	371,785	375,036
Total revenues	<u>1,529,761</u>	<u>3,134,920</u>
Expenses		
Salaries and fringe benefits	733,920	668,159
Program and project costs	502,369	592,458
Interest expense	29,826	68,262
Bad debt expenses (recovery)	(500)	(202,751)
Administrative Expenses	426,718	546,737
Total expenses	<u>1,692,333</u>	<u>1,672,865</u>
Excess of (expenses over revenues) revenues over expenses	<u>(162,572)</u>	<u>1,462,055</u>
Net Position, Beginning of Year	<u>11,110,458</u>	<u>9,648,403</u>
Net Position, End of Month	<u>\$ 10,947,886</u>	<u>\$ 11,110,458</u>

**CAPITALIZE ALBANY CORPORATION**  
**STATEMENTS OF CASH FLOWS**  
**Pre-Audited Draft**

	Projected December 31, 2015	December 31, 2014
<b>Cash Flows From Operating Activities</b>		
Cash received from customers	\$ 431,657	\$ 545,091
Cash received from grantors	694,745	668,165
Other operating cash receipts	371,785	374,136
Cash payments to suppliers and grantees	(879,347)	(859,974)
Cash payments to employees	(733,918)	(658,159)
	<u>(115,078)</u>	<u>59,259</u>
Net cash provided by operating activities		
<b>Cash Flows From Capital and Related Financing Activities</b>		
Proceeds from sale of property held for sale	-	1,661,383
Purchase of property held for investment and lease	(6,877)	(8,928)
Purchase of property and equipment	-	-
Purchase of other assets including purchase options	(300,000)	(1,218,590)
Principal payments on bonds payable	(29,826)	(74,452)
Interest paid on bonds payable	-	-
	<u>(336,703)</u>	<u>359,413</u>
Net cash used in capital and related financing activities		
<b>Cash Flows From Investing Activities</b>		
Interest on cash and cash equivalents and investments	59,668	69,295
Net decrease (increase) in restricted cash	(66,860)	(66,545)
Proceeds from sales and maturities of investments	1,703,918	2,668,552
Purchase of investments	(1,750,351)	(3,221,860)
Issuance of mortgage notes receivable	(275,000)	(900,000)
Repayments received on mortgage notes receivable	691,969	401,621
Principal payments received under direct financing leases	151,533	1,067,359
	<u>512,876</u>	<u>18,422</u>
Net cash used in investing activities		
<b>Change in cash and cash equivalents</b>	61,095	437,094
<b>Cash and cash equivalents:</b>		
Beginning of year	4,088,738	3,651,644
End of year	<u>\$ 4,149,833</u>	<u>\$ 4,088,738</u>
	Projected December 31, 2015	December 31, 2014
<b>Reconciliation of Excess of (Expenses Over Revenues) Revenues Over Expenses to Net Cash Provided by Operating Activities</b>		
Excess of (expenses over revenues) revenues over expenses	\$ (162,574)	\$ 1,462,055
Adjustments to reconcile excess of (expenses over revenues) revenues over expenses to net cash provided by operating activities:		
Depreciation and amortization	207,553	212,181
Adjustment for losses on mortgage notes and other receivables	(500)	(203,201)
Gain on sale of property	-	(1,457,824)
Net realized and unrealized losses (gains) on investments	20,752	(660)
Interest income on cash and cash equivalents and investments	(59,669)	(69,831)
Interest expense on bonds payable	25,826	68,262
Changes in:		
Grants receivable	-	-
Other receivables, accrued interest receivable and other assets	(12,916)	10,456
Accounts payable and accrued expenses	(131,179)	67,026
Due to the City of Albany	14	14
Unearned grant and other income	19,470	(29,796)
Revolving loan fund liability	788	577
	<u>(115,078)</u>	<u>59,259</u>
Net cash provided by operating activities		

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Comment [O1]:

## ALDCCAC FINANCE & INVESTMENT COMMITTEE CHARTER

The Finance & Investment Committee Charter was adopted by the Board of Directors of the ~~Albany Local Development~~ Capitalize Albany Corporation ("ALDCCAC") on March 31, 2009.

### **Purpose**

The purpose of the Finance & Investment Committee shall be to (1) ensure the financial health of ALDCCAC (2) ensure that ALDCCAC assets are protected and resources are used appropriately and (3) assist the Board in understanding ALDCCAC's financial condition.

### **Scope of Responsibilities**

The ALDCCAC Finance & Investment Committee shall be responsible for the following:

- Project review
  - ~~As necessary, r~~Review projects and recommend action for Board approval.
  - Review proposals for the issuance of debt.
- Involvement with ALDCCAC finance department management.
  - Work with management to ensure timely and accurate financial data is presented to the Board.
  - ~~In conjunction with the ALDC Audit Committee, r~~Review and recommend new or revised financial policies to the Board for approval.
- Budget Oversight
  - Provide guidelines for the development of the annual operating budget.
  - Review and recommend an annual operating budget for Board approval.
  - Review the financial performance of ALDCCAC against budget projections for the period to-date.
- Investment Oversight
  - Develop the investment policy for ALDCCAC and review this policy annually.
  - As necessary, recommend investment policy changes to the Board for approval.
  - Meet with the investment manager (if any) at least annually to review the performance. As appropriate, conduct a search for and select a new investment manager.
  - Coordinate with Audit Committee to deliver annual investment report to ALDCCAC Board of Directors.
- Meet with ALDCCAC staff or outside counsel, as necessary.

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- Retaining, at the ALDCCAC's expense, such outside counsel, experts and other advisors as the Finance & Investment Committee may deem appropriate, upon approval of said expenditure(s) by the ALDCCAC Board of Directors.
- ~~Conducting an annual self-evaluation of its performance, including its effectiveness and compliance with the charter, effectiveness of the~~ Recommend any recommend changes to its Committee charter/Charter, and requesting board approval for proposed changes to the Board.
- ~~Reviewing and providing guidance to the full Board and management about all of the above.~~

The ALDCCAC board/Board will ensure that the Finance & Investment Committee has sufficient resources to carry out its duties.

#### **Composition of Committee and Selection of Members**

The membership of the Committee shall be as set forth in accordance with and pursuant to Article IV, Section 9 of the Corporation's bylaws. The Finance and Investment Committee shall be comprised of not less than three (3) independent members. The members shall serve until their resignation, retirement, removal by the Board or until their successors shall be appointed and qualified. When feasible, the immediate past Finance and Investment Committee Chair will continue serving as a member of the Committee for at least one year to ensure an orderly transition.~~The ALDC Governance/Nominating Committee will recommend and the ALDC Board will approve the Finance & Investment Committee members and the Committee's Chair.~~

~~Ideally, all members on the~~ Finance & Investment Committee members shall possess or obtain a basic understanding of financial reporting, accounting, and auditing.

#### **Meetings**

The Committee will meet a minimum of four times per year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter. Meeting agendas will be prepared for every meeting and provided to Committee members at least three days in advance of the scheduled meeting, along with the appropriate materials needed to make informed decisions. The Committee shall act only on the affirmative vote of a majority of the members at a meeting or by unanimous consent. Minutes of these meetings are to be recorded.

Members of the Committee, as well as the ~~CFO, President~~appropriate senior staff or their respective designees, are expected to attend each committee meeting, in person or via telephone or videoconference.

The Committee may invite other individuals to attend meetings and provide pertinent information, as necessary.

**RESOLUTION 1-2016  
OF THE  
CAPITALIZE ALBANY CORPORATION**

**WHEREAS**, in accordance with Article IV, Section 9 of its bylaws, the Capitalize Albany Corporation (“CAC”) has a Finance and Investment Committee, and

**WHEREAS**, pursuant to the Board-approved Finance and Investment Committee Charter, the Committee shall periodically review its Charter and recommend any changes to the Board, and

**WHEREAS**, the Committee has performed such review of its Charter and recommends minor amendments to more accurately reflect both its operations,

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors approves the attached CAC Finance and Investment Committee Charter, as amended.

Signed: \_\_\_\_\_  
Sarah M. Reginelli  
President

Date of Authorization: January 26, 2016  
Prepared by: Thomas M. Owens

**RESOLUTION 2-2016  
OF THE  
CAPITALIZE ALBANY CORPORATION**

**WHEREAS**, CAC possesses a leasehold interest in certain City of Albany (“City”) owned property known as the Corning Preserve, pursuant to an Interim Use and Ground Lease Agreement dated April 1, 2002, and

**WHEREAS**, the CAC (the “Landlord”) entered into a sublease (“Sublease”) with The Riverfront Barge, LLC and Cheri West (the “Tenant”) for approximately 0.561 acres of the Corning Preserve (“Demised Premises”) on July 20, 2011 pursuant to which Tenant seasonally docks Tenant’s barge/restaurant to the Demised Premises each year during the period from April 1<sup>st</sup> to October 31<sup>st</sup> pursuant to the terms and conditions of the Sublease, and

**WHEREAS**, Tenant has requested a change to the Sublease for the seasonal term to be from May 1<sup>st</sup> to September 30<sup>th</sup>, and

**WHEREAS**, pursuant to the Sublease, Tenant currently owes CAC \$10,520.26 in past due rent and Tenant has requested to be able to repay such amount owed to CAC by: (i) making a payment of \$3,644.91 now; and (ii) financing the remaining \$6,875.35 amount owed over a term of 18 months at an interest rate of five percent (5%) in monthly payments of \$397.26, and

**NOW THEREFORE BE IT RESOLVED**, that the Board authorizes the President to amend the Sublease so that the seasonal term is from May 1<sup>st</sup> to September 30<sup>th</sup>, and to enter into a settlement agreement for the amount owed to CAC in accordance with the above term/interest rate (“Settlement Agreement”), conditioned on:

- Tenants executing an Affidavit of Confession of Judgment (“Confession”) and conditioned on Tenants executing the Settlement Agreement/Confession on or before March 30, 2016 (“Deadline”);
- If the Settlement Agreement/Confession is not executed by the Deadline, then this authorization expires and the President shall have to obtain any further authorization from the CAC Finance and Investment Committee; and
- The President shall cause the Confession to be filed against Tenants on any default of their Sublease or Settlement Agreement obligations.

Signed:

\_\_\_\_\_  
Sarah M. Reginelli, President

Date of Authorization: January 26, 2016

Prepared by: Thomas M. Owens, Esq.

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CAPITALIZE ALBANY CORPORATION (CAC)**

**and**

**CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY (CAIDA)**

**and**

**CITY OF ALBANY CAPITAL RESOURCE CORPORATION (CACRC)**

This agreement, made this XX<sup>th</sup> day of XXXXX, in the year Two Thousand and Sixteen between the City of Albany Industrial Development Agency (hereinafter referred to as the (“CAIDA”), the City of Albany Capital Resource Corporation (hereinafter referred to as the (“CACRC”), and the Capitalize Albany Corporation, a not for profit corporation having its principal place of business at 21 Lodge Street, Albany, New York 12207 (hereinafter referred to as the “CAC”):

**WITNESSETH:**

**WHEREAS**, the CAC has offered to provide professional economic development management and administrative support services to the CAIDA and the CACRC, and,

**WHEREAS**, the CAIDA and the CACRC has accepted the offer of the CAC for such professional services.

**NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**ARTICLE 1 -SERVICES TO BE PERFORMED**

The CAC shall perform the professional and administrative support services set forth under Article 2 entitled “SCOPE OF PROFESSIONAL SERVICES” during the period commencing on January 1, 2016 and continuing until December 31, 2016. In the performance and acceptance of the services herein, the parties understand, acknowledge and agree that the CAC is assuming no managerial role, nor undertaking any oversight responsibilities with



regard to the powers and duties of the CAIDA or the CACRC or the actions or non-actions of its Board of Directors. Nothing in this agreement should be construed to transfer governance, oversight or fiduciary responsibilities from the CAIDA or the CACRC to CAC.

## **ARTICLE 2 - SCOPE OF PROFESSIONAL SERVICES**

During the period of this agreement, the CAC agrees to provide staffing, office equipment, utilities, phone and computer networking to perform the administrative, managerial, accounting, marketing, compliance, and project development functions of the CAIDA and the CACRC. Additionally, CAC will provide support to assist the Chief Executive Officer and Chief Financial Officer of the CAIDA and the CACRC in the execution of their CAIDA and CACRC duties. CAC shall be responsible for the services described on Schedule A attached.

## **ARTICLE 3 - PROFESSIONAL SERVICES FEE**

In consideration of the terms and conditions of this agreement, the AIDA agrees to pay and the CAC agrees to accept, as full compensation for all services rendered under this agreement an amount not to exceed \$348,582. The CAC shall provide professional staff time towards fulfillment of this agreement, including all administrative clerical, secretarial, accounting, compliance, and information technology support as required.

## **ARTICLE 4 - METHOD OF PAYMENT**

The CAIDA will pay CAC its professional services fee referenced under Article 3 of this agreement in twelve (12) monthly installments due and payable no later than the fifteenth day of each month.

## **ARTICLE 5 - TERMINATION**

This agreement may be terminated at any time by any party for cause upon thirty (30) days written notice. In the event of termination, CAC shall be

entitled to compensation for all work performed pursuant to this agreement to the date of termination.

#### **ARTICLE 6 – MUTUAL INDEMNIFICATION**

a. CAC shall defend, indemnify and hold harmless CAIDA and CACRC and their agents and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of CAC in CAC's performance of the tasks detailed in this Agreement, except if such claims, damages, losses or expenses are caused by CAIDA's and/or CACRC's negligence or willful misconduct.

b. CAIDA shall defend, indemnify and hold harmless CAC and CACRC and their agents and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of CAIDA in CAIDA's performance of the tasks detailed in this Grant Agreement, except if such claims, damages, losses or expenses are caused by CAC's and/or CACRC's negligence or willful misconduct.

c. CACRC shall defend, indemnify and hold harmless CAIDA and CAC and their agents and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of CACRC in CACRC's performance of the tasks detailed in this Grant Agreement, except if such claims, damages, losses or expenses are caused by CAIDA's and/or CAC's negligence or willful misconduct.

#### **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY**

CAC shall comply with all Federal, State, and Local equal employment opportunity laws, rules, and regulations relating, to all matters contained in this agreement.

**ARTICLE 8 - ACCOUNTING RECORDS**

Proper and full accounting records, including time sheets, shall be maintained by CAC for all services provided pursuant to this agreement. All applicable records shall be available for inspection or audit by the CAIDA if required.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed the day and year first above written.

**City of Albany Industrial Development Agency**

By: \_\_\_\_\_  
Chairman

**City of Albany Capital Resource Corporation**

By: \_\_\_\_\_  
Chairman

**Capitalize Albany Corporation**

By: \_\_\_\_\_  
Chairman

## **SCHEDULE A**

### **DESCRIPTION OF SERVICES**

#### A. City of Albany Industrial Development Agency:

1. Implementation, execution and compliance with the CAIDA Policy Manual that was adopted at the May 2015 AIDA Meeting.
2. Provide for the deposit and investment of the funds of CAIDA in accordance with Part 4 of the CAIDA Policy Manual.
3. Provide for the preparation of reports of the deposit and investment of the funds of CAIDA in accordance with Part 4 of the CAIDA Policy Manual.
4. Ensure that procurement of goods or services by CAIDA complies with Part 5 of the CAIDA Policy Manual.
5. Prepare an annual budget of CAIDA and the filing of such budget in accordance with Part 6 of the CAIDA Policy Manual.
6. Monitor the activities of Bond Counsel to CAIDA to ensure compliance with Part 7 of the AIDA Policy Manual.
7. Provide for the preparation of financial statements and reports of CAIDA and the filing of such materials with appropriate State offices in accordance with Part 8 of the CAIDA Policy Manual.
8. Provide for compliance with the provisions of Part 9 of the CAIDA Policy Manual.
9. Report on questions involving potential conflicts of interest under Part 10 of the CAIDA Policy Manual.
10. Provide for distribution of materials in accordance with Part 11 of the CAIDA Policy Manual.
11. Consult with CAIDA agency counsel regarding membership and proper appointment of members of CAIDA pursuant to Part 12 of the CAIDA Policy Manual.
12. Act as Records Access Officer with regard to any requests for information under the Freedom of Information Act in accordance with Part 13 of the CAIDA Policy Manual.
13. Consult with Agency Counsel to CAIDA regarding proper notice of CAIDA meetings under Part 14 of the AIDA Policy Manual.

14. Prepare, organize, and distribute minutes of each CAIDA meeting in accordance with Part 14 of the CAIDA Policy Manual.
15. Coordinate the scheduling and noticing of public hearings and the delivery of notification letters in accordance with Part 15 of the CAIDA Policy Manual.
16. Organize and maintain files relating to SEQRA compliance in accordance with Part 17 of the CAIDA Policy Manual.
17. Monitor and maintain files regarding the Uniform Tax Exemption Policy of CAIDA, including ensuring that any filings required under Part 18 of the CAIDA Policy Manual are made.
18. Provide for the preparation and distribution of Applications by applicants in accordance with Part 19 of the CAIDA Policy Manual.
19. Monitor and provide for the volume cap of CAIDA in accordance with Part 20 of the CAIDA Policy Manual.
20. Monitor and maintain files regarding the collection of administrative fees of CAIDA under Part 21 of the CAIDA Policy Manual.
21. Monitor compliance with Agency requirements relating to the exemptions from certain sales and use taxes, real property taxes, real property transfer taxes, mortgage recording taxes, job creation, job retention and job reporting in accordance with Part 22 of the CAIDA Policy Manual.
22. Provide guidance in connection with any proposed assignment of an existing PILOT agreement in accordance with Part 23 of the CAIDA Policy Manual.
23. Ensure that applicants are utilizing local labor in accordance with Part 24 of the CAIDA Policy Manual.
24. Monitor project applicants to ensure that the applicant is not subject to recapturing of benefits in accordance with Part 25 of the CAIDA manual.
25. Follows the media relations policy in accordance with Part 26 of the CAIDA manual.
26. Review, organize, monitor and maintain policies and files relating to the requirements imposed on the CAIDA relating to the Public Authorities Accountability Act ("PAAA") and the Public Authorities Reform Act ("PARA"), including, but not limited to, working with CAIDA Agency Counsel and CAIDA Bond Counsel with respect to such policies.

B. City of Albany Capital Resource Corporation:

CAC will provide services similar to those described in Section A. above to CACRC.

**RESOLUTION 4-2016  
OF THE  
CAPITALIZE ALBANY CORPORATION**

**WHEREAS**, Capitalize Albany Corporation (“CAC”) has determined that providing the City of Albany Industrial Development Agency (“CAIDA”) and the City of Albany Capital Resource Corporation (“CACRC”) with professional economic development management and administrative support services most efficiently pursues the Corporation’s mission; and

**WHEREAS**, the CAC Board of Directors has reviewed the attached draft Professional Services Agreement (“Draft Agreement”) between CAC and the CAIDA and the CACRC and finds the terms to be fair and reasonable to CAC;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of the Capitalize Albany Corporation authorizes the Chairman to negotiate and execute the Professional Services Agreement with the CAIDA and CACRC in accordance with the terms and conditions substantially as detailed in the attached Draft Agreement.

Signed: \_\_\_\_\_  
Michael Castellana, Chairperson

Date of Authorization: January 26, 2016  
Prepared by: Chantel Burnash

## CONTRACT FOR SERVICES

THIS AGREEMENT dated as of XXXXX XX, 2016 (the “Agreement”) between **CITY OF ALBANY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”), a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 21 Lodge Street, Albany, New York, and **CAPITALIZE ALBANY CORPORATION** (the “CAC”), a not-for-profit-corporation organized and existing under the laws of the State of New York, having an office for the transaction of business located at 21 Lodge Street, Albany, New York;

### WITNESSETH:

WHEREAS, City of Albany 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 the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 325 of the Laws of 1974 of the State of New York, as amended, codified as Section 903-a of the 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 manufacturing, warehousing, research, commercial or industrial 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 to promote, develop, and encourage one or more “projects” (as defined in the Act) and thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the City of Albany and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, pursuant to a professional services agreement dated XXXXX XX, 2016 (the “Services Agreement”) by and between the Agency, the City of Albany Capital Resource Corporation (“the CACRC”), and the CAC, the Agency has contracted with the CAC for the administration of the Agency; and

WHEREAS, the CAC develops and implements economic development strategies within the City of Albany and, in connection with the development and implementation of such strategies, the CAC undertakes various economic development programs and projects (the “Economic Development Program”); and

WHEREAS, in order to assist the CAC in undertaking the Economic Development Program, the Agency proposes to enter into this Agreement under which the Agency will provide funds to the CAC to pay a portion of the costs associated with the Economic Development Program; and

WHEREAS, the Agency will provide funds to the CAC in multiple disbursements during the term of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Agency and the CAC agree as follows:



1. **Services and Program.** The Agency and the CAC agree as follows:
  - (a) That the Agency will make available to the CAC an aggregate amount equal to \$250,000.
  - (b) That the proceeds will be used for the express purpose of funding a portion of the costs, both capital and operating costs, of the Economic Development Program of the CAC, including, but not limited to the following: (i) implementation of the Capitalize Albany strategy, (ii) general business development, including Empire Zone administration, (iii) lending programs (including loan origination, loan capitalization, and loan servicing), (iv) Downtown Residential Program, and (v) coordination and fiscal support of neighborhood and riverfront re-development.
2. **Disbursement.** Proceeds shall be paid quarterly by the Agency to the CAC in an amount equal to \$62,500 on or about the last day of the quarter, commencing on March 31, 2016 and ending on December 31, 2016. Disbursement of proceeds under this agreement based upon available cash.
3. **Compliance with Law.** The CAC covenants that it will use the moneys disbursed under this Agreement only in the manner authorized by this Agreement.
4. **Repayment.** Nothing herein shall be construed to require the CAC to reimburse the Agency.
5. **Information.** The CAC agrees to furnish to the Agency, the following: (a) progress reports regarding the Economic Development Program, (b) upon request, a financial report indicating how the proceeds are allocated; and (c) such other information as the Agency may request. In addition, the CAC shall provide the Agency with an annual report regarding the Economic Development Program.
6. **Indemnification.**
  - a. To the fullest extent permitted by law, the CAC shall defend, indemnify and hold harmless the Agency and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of CAC in CAC's performance of the tasks detailed in this Agreement, except if such claims, damages, losses or expenses are caused by the Agency's negligence or willful misconduct.
  - b. To the fullest extent permitted by law, the Agency shall defend, indemnify and hold harmless the CAC and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of Agency related to Agency's obligations in this Agreement, except if such claims, damages, losses or expenses are caused by the CAC's negligence or willful misconduct.
7. **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: at the address set forth in the initial paragraph of this Grant Agreement, with a copy to:

City of Albany  
City Hall  
Albany, New York 12207  
Attention: Corporation Counsel

- (2) To the CAC: at the address set forth in the initial paragraph of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first written above.

CITY OF ALBANY INDUSTRIAL  
DEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Authorized Officer

CAPITALIZE ALBANY CORPORATION

BY: \_\_\_\_\_  
Authorized Officer

**RESOLUTION 5-2016  
OF THE  
CAPITALIZE ALBANY CORPORATION**

**WHEREAS**, Capitalize Albany Corporation (“CAC”) has determined that accepting funds to support economic development from the City of Albany Industrial Development Agency (“CAIDA”) is in accordance with the Corporation’s mission; and

**WHEREAS**, the CAC Board of Directors has reviewed the attached draft Agreement (“Draft Agreement”) between CAC and the CAIDA and finds the terms to be fair and reasonable to CAC;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Directors of the Capitalize Albany Corporation authorizes the Chairman to negotiate and execute the Agreement with the CAIDA in accordance with the terms and conditions substantially as detailed in the attached Draft Agreement.

Signed: \_\_\_\_\_  
Michael Castellana, Chairperson

Date of Authorization: January 26, 2016

Prepared by: Chantel Burnash

**Mission Statement:**

The mission of the Capitalize Albany Corporation is to facilitate economic development projects within the City of Albany.

## CAPITALIZE ALBANY CORPORATION

### PROCUREMENT POLICY (NON-REAL ESTATE PROCUREMENTS)

SECTION 1. PURPOSE AND AUTHORITY. The purpose of this procurement policy (the "Policy") is to outline the procurement policy of Capitalize Albany Corporation (the "Corporation") applicable to procurements of goods and services paid for by the Corporation for its own use and benefit.

SECTION 2. SECURING GOODS AND SERVICES. All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods/services will be purchased in a competitive manner except for in the following circumstances: purchases costing less than \$7,500; purchases under state contracts pursuant to Section 104 of the General Municipal Law; purchases under county contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to Section 4 of this Policy. Regardless of the estimated cost of any purchase of goods and/or services, the Corporation will seek to obtain the best value for the Corporation while meeting all relevant purchase requirements.

SECTION 3. METHOD OF PURCHASE. The following method of purchase will be used when required by this Policy in order to achieve the highest savings:

<u>Estimated Amount of Purchase Contract</u>	<u>Method</u>
\$7,501-\$10,000	Price obtained by 2 verbal quotations with the approval of two CAC officers
\$10,001-\$50,000	Price obtained by 3 written/fax quotations with approval by two CAC officers
\$50,001 and above	Price obtained through issuance of Request For Proposals with award made by resolution of Board of Directors

(B) Number of Proposals or Quotations. A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

(C) Documentation. Documentation is required of each action is taken in connection with each procurement. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the reward will achieve savings or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may not be challenged under any circumstances.

SECTION 4. CIRCUMSTANCES WHERE SOLICITATION OF ALTERNATIVE PROPOSALS AND QUOTATIONS NOT IN BEST INTEREST. This Policy may contain circumstances when, or types of procurements for which, in the sole discretion of the directors of the Corporation, the solicitation of alternative proposals or quotations will not be in the best interest of the Corporation. In the following

circumstances, it may not be in the best interests of the Corporation to solicit quotations or document the basis for not accepting the lowest bid:

(A) Professional Services. Professional services or services requiring special or technical skill, training or expertise. The individual, company or firm must be chosen based on accountability, reliability, responsibility, skill, conflict of interests, reputation, education and training, judgement, integrity, continuity of service and moral worth. Furthermore, certain professional services to be provided to the Corporation, e.g., legal and accounting services, impact liability issues of the Corporation and its directors, including securities liability in circumstances where the Corporation is issuing bonds. These qualifications and the concerns of the Corporation regarding its liability and the liability of its directors are not necessarily found or addressed in the individual, company or firm that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category, the Corporation shall take into consideration the following guidelines: (a) whether the services are subject to state licensing or testing requirements; (b) whether substantial formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and the directors of the Corporation. Professional or technical services shall include but not be limited to the following: services of an attorney (including bond counsel); services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing, editing or art work; management of Corporation-owned property; real estate brokerage services; appraisers; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

(B) Emergency Purchases. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the public. This section does not preclude alternate proposals if time permits.

(C) Purchases of Secondhand Goods. Purchases of surplus and second-hand goods from any source. It is difficult to try to compare prices of used goods and a lower price may indicate an older product.

(D) Goods or Services Under \$7,500.

(E) Special Findings. In the event the Corporation determines that the solicitation of alternative proposals or quotations is not in the best interests of the Corporation, the Corporation must make such determination by resolution duly adopted and entered into the minutes of the Corporation. Such resolution should include any findings described in this Section 4 supporting such determination.

SECTION 7. POLICY REVIEW. This policy will be reviewed annually.

**RESOLUTION 3-2016  
OF THE  
CAPITALIZE ALBANY CORPORATION**

**WHEREAS**, pursuant to New York Public Authority Law, the Capitalize Albany Corporation has adopted a written Procurement Policy (“Policy”) pursuant to which the Corporation procures goods and services; and

**WHEREAS**, the Section 7 of the Policy provides for an annual review of the Policy;

**NOW THEREFORE BE IT RESOLVED**, that the attached Policy has been reviewed and approved.

Signed: \_\_\_\_\_  
Sarah Reginelli, President

Date of Authorization: January 26, 2016  
Prepared by: Chantel Burnash