



Tuesday, November 22, 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 October 25, 2016
2. Report of Executive Staff – Corporation Update
3. Year-end Report
 - A. 2016 in Review
 - B. 2017 Look Ahead
4. Year-end Administrative Matters
 - A. 2017 Election of Board Officers
 - i. 2017 Election of Board Officers Resolution 11-2016
 - B. 2016 At-Risk Compensation
 - i. 2016 At-Risk Compensation Pool Distribution Resolution 12-2016
 - C. 2016 Compensation
 - i. 2017 Officer Salaries Resolution 13-2016
 - ii. 2017 Performance Goals and At-Risk Compensation Pool Resolution 14-2016
5. IDA/CRC Agreements
 - A. IDA/CRC Professional Service Agreement Approval Resolution 15-2016
 - B. IDA Economic Development Fee for Service Approval Resolution 16-2016
6. Other Business
7. Executive Session (if necessary)

Capitalize Albany Corporation Board Meeting
MINUTES
Tuesday, October 25, 2016

The meeting of the Capitalize Albany Corporation Board of Directors was held at 8:00 a.m., Tuesday, October 25, 2016 at 21 Lodge Street, Albany, NY.

The following were in attendance:

Board of Directors:

Mark Sullivan	Jeff Sperry	Bob Curley
James Linnan	John Vero	Anders Tomson participated via conference call but not counted for quorum purposes
Susan Pedo	Matt Peter	
Michele Vennard	John Harris	

Other:

Thomas M. Owens, Esq.

Staff:

Sarah Reginelli, Brad Chevalier, Mark Opalka, Chantel Burnash, Ashley Mohl, Andy Corcione, and Mike Bohne.

In the absence of the Chair and Vice Chair, Treasurer Mark Sullivan called the regular meeting of the Capitalize Albany Corporation (“Corporation”) Board to order at 8:03 a.m. The following directors were excused: Michael Castellana, Dorsey Whitehead, David Parente, Michael Fancher, Nancy Zimpher and Robert Jones.

Approval of Minutes for September 20, 2016 Board Meeting

The Board reviewed the minutes of the September 20, 2016 meeting. Jeff Sperry made a motion for approval. Matt Peter seconded. The Board agreed unanimously to approve the minutes.

Guest Speaker: Andrew Kennedy, Center for Economic Growth (CEG)

Andrew Kennedy gave a presentation to the Board on the Center for Economic Growth’s initiative to advance the economic growth of the region. Mr. Kennedy discussed the strategic partners and organizations in which CEG is collaboratively working with to increase the opportunities for growth. He discussed the ways in which the synergy of partnerships can assist various projects. Mr. Kennedy informed the Board of the different tiers of investment and the benefits of each tier.

Report of Executive Staff – Corporation Update

Staff discussed the CREDC Consolidated Funding Application priority projects. Announcements on the selected projects are expected to be in mid-December.

Report of Finance & Investment Committee

Quarterly Financial Report

Staff reviewed the quarterly financial statements with the Board and went over the highlights outlined in the memo distributed to the Board and reviewed by the Finance Committee prior to the meeting. On a pre-audit basis, through September 30, 2016, the Corporation had net income of \$39,339. This position compares favorably to the year-to-date budgeted net loss of approximately \$254,480.

Resolution 8-2016 2017 Budget Adoption

Staff advised the Board that the Finance Committee had reviewed the proposed budget in detail.

A motion to adopt Resolution 8-2016 2017 Budget Adoption was made by Matt Peter and seconded by John Harris. A vote being taken, the resolution passed unanimously.

Report of Audit Committee

Update on Retention of Annual Auditors

Audit Committee member, James Linnan, informed the Board that Alex Zhang from UHY Advisors presented the 2016 audit procedure and UHY Audit Engagement Letter to the Audit Committee. Mr. Linnan advised the Board that the Committee approved the engagement and executed the relevant engagement letters. The cost to the agency would remain the same. He also advised the Board that Alex Zhang has been the partner for the 2012, 2013, 2014 and 2015 audits. This will be his fifth year. A new partner will be transitioned in as the new partner for the Corporation's account next year.

Annual Review Conflict of Interest Policy

Counsel reviewed the Corporation's Conflict of Interest Policy with the Board. Counsel explained that the ABO recommends the Committee review it annually. Staff reminded the Board of the importance of recusals and disclosures when it pertains to conflicts of interest and that Board members needed to identify, disclose, and discuss any potential conflict of interests with Counsel and/or Staff.

Report of Governance Committee

Resolution 9-2016 Annual Review of Property Disposition and Acquisition Policy

Chair of the Governance Committee, Mark Sullivan, advised the Board that the Committee reviewed the current property acquisition and disposition policies. Counsel informed the Board that he had reviewed the existing policy against legal requirements, and no change was recommended. A motion to adopt Resolution 9-2016 Annual Review of Property Disposition and Acquisition Policy was made by James Linnan and seconded by Matt Peter. A vote being taken, the resolution passed unanimously.

Resolution 10-2016 Annual Review Board & Committee member terms

Chair of the Governance Committee, Mark Sullivan, advised the Board that the Committee reviewed the Board members with terms expiring at the end of 2016. Three members (Susan Pedo, Dorsey Whitehead, and Robert Jones) are up for nomination in 2017. Dr. Robert Jones is not seeking reappointment. The Committee recommended the nomination of Dr. James Stellar, interim President of SUNY Albany, to the Board of Directors. The Board described Dr. Stellar

as a thoughtful and accomplished professional and discussed the value of having the Interim President of SUNY Albany serve on the Board of Directors.

A motion to adopt Resolution 10-2016 Annual Review Board & Committee member terms was made by Jeff Sperry and seconded by Matt Peter. A vote being taken, the resolution passed unanimously.

Chair of the Governance Committee, Mark Sullivan, discussed the Committee's review of the membership of Committees and encouraged Board members to consider serving on additional Committees. Dr. Sullivan also advised the Board that the Committee reviewed the current mission statement and proposes having a discussion at an upcoming Board meeting to seek input from the Board of Directors on whether or not to revise the current mission statement.

Other Business

Staff reminded the Board that the Corporation's annual event will be in November.

Staff informed the Board that the Annual Membership meeting will occur before the November 22nd Board meeting.

Executive Session

None.

There being no further business, the Capitalize Albany Corporation Board of Directors regular meeting was adjourned at 9:04 a.m.

**RESOLUTION 11-2016
OF THE
CAPITALIZE ALBANY CORPORATION**

WHEREAS, Article III (sections 3, 4) and Article IV (section 2) of the bylaws of the Capitalize Albany Corporation (CAC) provide that the Board of Directors shall annually elect a member of the Board to the positions of Chairperson, Vice Chairperson and that individuals be elected to each CAC Officer position (Treasurer, Secretary, President, and Vice President); and

WHEREAS, nominations were solicited from the Board, with nominations being made for each Board and Officer position;

NOW THEREFORE BE IT RESOLVED, that the Board of Directors has elected the following individuals as Chairperson, Vice-Chairperson, and CAC Officers:

Chairperson of the Board:	Michael Castellana
Vice-Chairperson of the Board:	Anders Tomson
Treasurer:	Mark Sullivan
Secretary:	Dorsey Whitehead
President:	Sarah Reginelli
Vice President:	Bradley Chevalier

Signed: _____
Mark Opalka, Controller

Date of Authorization: November 22, 2016
Prepared by: Chantel Burnash

**RESOLUTION 12-2016
OF THE
CAPITALIZE ALBANY CORPORATION**

WHEREAS, the Capitalize Albany Corporation (“CAC”) is a not-for-profit corporation registered under section 501(c) (3) of the Internal Revenue Code (IRC); and

WHEREAS, the mission of the Capitalize Albany Corporation is to facilitate economic development projects within the City of Albany; and

WHEREAS, Resolution 17-2015, adopted by the Board on December 15, 2015 established Mission Statement Performance Measurements; and

WHEREAS, the Board has determined that the success of CAC’s mission during 2016 is due in significant part to the outstanding efforts of its officers and staff;

WHEREAS, the CAC Board believes that attracting/retaining talented and motivated management and staff is the most important factor in properly and effectively executing its corporate mission and attaining the performance objectives set by the Board; and

WHEREAS, in accordance with IRC section 4958, the Board is an “independent” Board and has reviewed/evaluated the compensation of its officers as compared to officer compensation of other comparable economic development-related organizations both within and outside the Capital Region/New York State, and based on such review, the Board finds CAC Officers’ compensation to be reasonable;

WHEREAS, the proposed additional compensation is in accordance with the Corporation’s 2016 Budget, CAC’s At-Risk Compensation Program, and will not result in any reduction in the Corporation’s ability to execute its mission;

WHEREAS, the amount of additional compensation being awarded to CAC employees is based on the performance of such CAC employees as measured against employee performance goals (“EPGs”), as detailed in CAC’s At-Risk Compensation Program;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors authorizes the distribution of the 2016 at-risk compensation to officers and non-officer CAC employees in an aggregate amount not to exceed \$XXXX, and not exceeding 7% of eligible compensation as authorized by the Board in the CAC budget in October 2015 and additional 2016 at-risk compensation to the President and Vice President in an aggregate amount of \$XXXX, and not exceeding 3% of eligible compensation as amended by Resolution 17-2015 (to be distributed in accordance with the CAC at-risk compensation policy).

Signed: _____
Michael Castellana, Chairperson

Date of Authorization: November 22, 2016
Prepared by: Chantel Burnash

**RESOLUTION 13-2016
OF THE
CAPITALIZE ALBANY CORPORATION**

WHEREAS, the Capitalize Albany Corporation (“CAC”) Board recognizes that attracting and retaining talented management staff is one of the most significant criteria in properly and effectively executing its corporate mission and attaining the objectives set by the Board; and

WHEREAS, the 2017 CAC Budget as approved by Resolution 8-2016 allocates \$590,875 for salaries; and

WHEREAS, in accordance with IRC section 4958, the Board is an “independent” Board and has reviewed the compensation of its officers as compared to other local development corporations involved with economic development in the geographic region and based on such review, the Board finds CAC Officers’ compensation to be reasonable;

WHEREAS, the Board has determined that the appropriate 2017 salaries for the President be \$126,800 and Vice President be \$110,200.

NOW, THEREFORE BE IT RESOLVED that the Capitalize Albany Corporation Board of Directors authorizes the above 2017 salaries and authorizes the President to set non-officer staff salaries within the 2017 Budget.

Signed: _____
Michael Castellana, Chairperson

Date of Authorization: November 22, 2016
Prepared by: Chantel Burnash

**RESOLUTION 14-2016
OF THE
CAPITALIZE ALBANY CORPORATION**

WHEREAS, in accordance with Resolution 20-2013, the Board adopted the CAC At-Risk Compensation Policy (Policy); and

WHEREAS, the Policy establishes the procedure to determine the amount of “at-risk” compensation potentially available to employees, directs that both CAC company-wide and employee-specific performance goals be identified and communicated to all employees on a not less than an annual periodicity prior to the relevant performance period, and defines the process by which employee performance results will be measured and any “at-risk” compensation amount may be allocated to officers and employees; and

WHEREAS, 2017 CAC performance goals are:

- Implement the recommendations of the Board’s economic development strategies including Impact Downtown Albany and the Capitalize Albany plan
- Support market-rate, residential projects through the development and enhancement of lending, technical assistance, and grant programs
- Increase employment, economic activity, and tax base
- Collaborate and develop partnerships to most effectively utilize, administer, and deploy economic and community development funding at the federal, state, and local levels
- Broaden the Corporation’s revenue sources to include more sustainable and recurring sources

WHEREAS, the total amount of “at-risk compensation” for 2017 is 7% of staff salaries (subject to modification as the staff salary budget is modified);

WHEREAS, the CAC President and Vice-President are eligible for additional “at-risk compensation” in the maximum amount of three percent (3%) of their base salaries based on achievement of the fifth of the above CAC performance goals; and

NOW THEREFORE BE IT RESOLVED, that the Board adopts the above performance goals and at-risk compensation pool for 2017 in accordance with the Policy.

Signed: _____
Michael Castellana, Chairperson

Date of Authorization: November 22, 2016
Prepared by: Chantel Burnash

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 XXth day of XXXXX, in the year Two Thousand and Seventeen 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, 2017 and continuing until December 31, 2017. 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 June 2016 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. Provide uniform criteria for the evaluation of projects in accordance with Part 27 of the CAIDA manual.
27. 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 15-2016
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: November 22, 2016
Prepared by: Chantel Burnash

CONTRACT FOR SERVICES

THIS AGREEMENT dated as of January XX, 2017 (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 January XX, 2017 (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, 2017 and ending on December 31, 2017. 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 16-2016
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: November 22, 2016

Prepared by: Chantel Burnash