2021 Draft Budget Summary

	21 Budget	22 Requested	Notes for 2022
Income			
Municipal Contracts	484,000	484,000	Warren County - $300,000, Qby - $114,000, City of GF - $20,000 Warren County LDC - $50,000
EDC Events	-	50,000	Events to be determined
Grant Income	-	-	
Membership Support	63,690	120,000	
Interest Income	1,000	500	
Miscellaneous	-	-	
Total Income	548,690	654,500	
Expense			
Personnel	435,232	557,582	Includes salaries & benefits for staff members
Program Expenses	113,500	113,500	Includes funding for broadband study, Marketing of EDC Sites and contract services for Housing study, water & sewer studies and other projects
Board & Organizational Develop.	77,000	51,000	Includes accounting, insurance, human resources, comliance, legal and membership/event planning, marketing plan implementation
Occupancy Expense	67,688	87,500	Includes occupancy expenses, office infrastructure improvemnts, software and hardware upgrades
Depreciation & Amortization	7,191	7,600	
Total Expense	700,611	817,182	
	(151,921)	**(162,682)**	

EDC
Warren County, NY

EDC WARREN COUNTY RESOLUTION
Approval to accept Agreement 2021 Warren County and EDC

Introduced by: Kathy Muncil

Seconded by: Laura Ladu

WHEREAS, a motion was made to approve the Agreement 2021 Warren County and EDC; and

NOW THEREFORE, BE IT RESOLVED, that the EDC Board has approved the Agreement 2021 Warren County and EDC

All members voting of the Board of Directors in the affirmative.

I, Laura Ladu, Secretary of the Economic Development Corporation (EDC) authorized under the laws of the State of New York, do hereby certify that at a meeting of the Board of Directors of the Economic Development Corporation, duly called, held via Zoom Teleconference with offices located at 333 Glen Street in Glens Falls, NY on the 19th day of October 2021, at which a quorum was present, a resolution to approve the Agreement 2021 Warren County and EDC unanimously adopted.

In witness where, I have hereunto set my hand on the 19th day of October 2021.

Laura Ladu, Secretary
Economic Development Corporation (EDC)

AGREEMENT
2021
Warren County and Economic Development Corporation, Warren County

This Agreement (the "Agreement") made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George New York 12845 (the "County") and

ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, a not-for-profit corporation organized and existing under the Laws of the State of New York, having its principal offices and place of business at 333 Glen Street, Suite 101, Glens Falls, New York 12801 (the "Corporation"). The County and the Corporation are also referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSSETH:

WHEREAS, the Corporation is organized for the purpose of developing and promoting industry and economic development in the Warren County region, and

WHEREAS, the County has previously entered into agreements with the Corporation for the purpose of cooperating with the Corporation's mission to promote and publicize the advantages of Warren to promote economic development in the Warren County region, and

WHEREAS, the County desires to enter into contract with the Corporation as herein set forth and subject to certain conditions set forth herein, and

WHEREAS, Section 224 of the County Law authorizes a County to promote and publicize the economic advantages of the County and the region, and enter into contracts to accomplish such purposes, and the Board of Supervisors of the County, by Resolution No. 449 of 2020, authorized this Agreement and the Corporation's program for economic promotion and development in the Warren County region,

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

1. The Corporation agrees to promote, publicize and facilitate economic development throughout the Warren County region for the benefit of the County; as set forth in the Scope of Services in Exhibit "A" (attached).
2. For the Services provided as detailed in the Scope of Services in Exhibit "A" by the Corporation, the County agrees to pay the Corporation a sum of Three Hundred Thousand Dollars ($300,000) during the calendar year 2021, as follows:
    a. The County shall pay the Corporation twelve (12) equal monthly installments of Twenty-Five Thousand Dollars ($25,000).
    b. The Parties agree that should cost incurred by the Corporation exceed the amount payable by the County, herein for the services detailed in the Scope of Services in Exhibit "A" the County shall not be liable for such excess amounts.
3. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference so though fully set forth in their entirety: this Agreement; Exhibit

"A"; and Warren County Resolution No. 449 of 2020. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

4. The Agreement shall be for a period commencing January 1, 2021 and terminating December 31, 2021.
5. The Corporation shall meet quarterly with the County Board of Supervisors standing committee for Economic Growth & Development for the purpose of reporting on the Corporation's implementation of the Scope of Services detailed in Exhibit "A". Additionally, the Corporation shall submit a written report to the Clerk of the Warren County Board of Supervisors by March 31, 2021, detailing the 2021 activities of the Corporation.
6. This Agreement may be terminated by the County, under the following conditions:
    a. If the Economic Growth & Development Committee of the Warren County Board of Supervisors determines that the Corporation is not implementing the services outlined in Exhibit "A"; the Committee may direct that the Corporation improve its performance within sixty (60) days. If said obligations are not met within sixty (60) days, then the Committee may, by motion adopted by majority vote, submit a resolution to the full Board of Supervisors requesting termination of the contract. Upon termination, no further payments will be required to be paid to the Corporation by the County.
    b. If the Economic Growth & Development Committee of the Warren County Board of Supervisors determines that the activities as outlined in the Scope of Services detailed in Exhibit "A" are ineffective, the Committee may, by motion adopted by a majority vote, submit a resolution to the full Board of Supervisors approving termination of the Agreement upon sixty (60) day's notice to the Corporation. Upon termination, no further payment will be required to be made to the Corporation by the County.
7. All property and materials prepared for an on behalf of the County, together with all information, memorandum and other written material regarding the County's marketing shall be deemed to be the property of the County and may be used by the County in any of its advertising programs without the consent of the Corporation and without payment of any additional fees to the Corporation. However, at termination of this Agreement, unused advertising plans, and ideas prepaid by the Corporation, or any advertisements not paid for by the County and not published or broadcast, shall remain the property of the Corporation.
8. All financial and statistical records concerning or related to this Agreement shall be subject to reasonable inspection upon reasonable notice by the County, and its authorized officers, employees, and/or designees. Authorized officers or designees of the County shall be the Chairman of the Board of Supervisors, the County Administrator, the County Attorney, or any accountants or auditors retained by the County. The authorized offices or designees of the County shall be allowed to conduct audits or other reviews deemed appropriate of said records. The Corporation agrees to cooperate and to provide, to the best of its ability, all documents requested during such audits so that the County may perform a full and complete audit in accordance with generally accepted accounting standards. All documents produced by the Corporation pursuant to this Agreement shall be maintained by the Corporation for a period of not less than six (6) years.
9. This Agreement shall not be assigned, sold, or transferred by the Corporation to any other agency, party, or corporation without the prior written consent for such assignment by the County.
10. This Agreement shall be void and of no effect unless the Corporation shall secure compensation insurance for the benefit of such employees engaged under this Agreement as they are by law

required to be insured by provisions of Chapter 41 of the Laws of 1914 and acts amendatory thereto known as the Workers' Compensation Law, throughout the life of this Agreement.

11. The Corporation shall carry General Liabilities coverage in the amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate. The Corporation shall name the County, its Board, officers, and employee as an additional insured on a primary, non-contributory basis to the Corporation's General Liability policy. All coverage must be insured by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.
12. The Corporation shall furnish to the County Certificate(s) of Insurance evidencing coverage and extension stipulated in paragraph number 11before service from the Corporation begins. The failure of the Corporation to provide such Certificate of Insurance shall not be deemed a waiver by the County of the Corporation's obligation to provide same insurance coverage. In the event of any defect in any Certificate of Insurance (regardless of when such deflect may be discovered) the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that the Corporation provide insurance coverage as noted anywhere in this Agreement.
13. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Corporation acknowledges that it has read the entire Warren County Policy Against Discrimination and Harassment, a copy of which can be found online at https://warrencountyny.gov/hr/forms.php under the link labeled Discrimination and Harassment (the "Policy"). The Policy applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Corporation shall follow the Policy in its entirety. If a complaint does arise, the Corporation is to notify the County promptly. To the fullest extent permitted by law, the Corporation shall indemnity, hold harmless and defend the County, its Board, officers, employees, and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from the Corporation and/or agent's breach of this Policy. To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Corporation, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from a County breach of this Policy.
14. The Corporation, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that the Corporation and its employees or agents will neither hold themselves out as nor claim to be officers or employees of the County of Warren by reason thereof, and that it will not by reason hereof make any claim, demand or make application to or for any rights or privileges applicable to an officer or employee of the County of Warren, including but not limited to workers' compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.
15. The Parties agree that this Agreement shall be deemed executory only to the extent of the monies available to the County, and the appropriations made by the Board of Supervisors in its 2021 budget for this particular Agreement and the services hereunder and no liability on account thereof shall be incurred to the County beyond money so available for the purpose thereof.
16. The Parties agree that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.
17. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained a part thereof.

18. This Agreement shall remain in force and in effect unless amended by mutual consent of the Parties, or until terminated by either Party with or without cause. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
19. During the term of this Agreement, the County may contract with other entities to perform the same or similar services as are the subject matter of this Agreement.
20. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
21. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior Agreements and understandings, if any.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

_____
Assistant Warren County Attorney

COUNTY OF WARREN

BY: _____
RACHEL E. SEEBER, CHAIRWOMAN
Board of Supervisors

Date: _____

ECONOMIC DEVELOPMENT CORPORATION,
WARREN COUNTY

By: _____

Title: _____

Date: _____

EDC
Warren County, NY

EDC WARREN COUNTY RESOLUTION
Approval to accept 2021 Service Agreement between WCLDC and EDC

Introduced by: Laura Ladu

Seconded by: Mike Pratt

WHEREAS, a motion was made to approve the 2021 Service Agreement between WCLDC and EDC; and

NOW THEREFORE, BE IT RESOLVED, that the EDC Board has approved the 2021 Service Agreement between WCLDC and EDC

All members voting of the Board of Directors in the affirmative.

I, Laura Ladu, Secretary of the Economic Development Corporation (EDC) authorized under the laws of the State of New York, do hereby certify that at a meeting of the Board of Directors of the Economic Development Corporation, duly called, held via Zoom Teleconference with offices located at 333 Glen Street in Glens Falls, NY on the 19th day of October 2021, at which a quorum was present, a resolution to approve the 2021 Service Agreement between WCLDC and EDC unanimously adopted.

In witness where, I have hereunto set my hand on the 19th day of October 2021.

L. Ladu

Laura Ladu, Secretary
Economic Development Corporation (EDC)

SERVICE PROVIDER AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING is made by and between the WARREN COUNTY LOCAL DEVEOPMENT CORPORATION ("LDC"), a not-for-profit corporation existing under the laws of the State of New York, having a principal place of business located at the 1340 State Route 9, Lake George, New York 12845 and the ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, New York ("Provider"), 333 Glen Street – Suite 101 Glens Falls, NY 12801.

1. The LDC and the Provider agree that the Provider shall provide the LDC with professional services in connection with the LDC revolving loan fund and other services specified in Paragraph 5 below

2. In consideration of the services to be provided by the Provider, the LDC shall pay the Provider the total sum of Fifty Thousand Dollars ($50,000). The LDC shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to by the LDC

3. The Provider shall provide not less than two (2) of Provider's personnel to perform services described in paragraph 5 and who shall possess particular or expertise for which the LDC is contracting herein.

4. The LDC engages the Provider to provide grant and loan administrative services with respect to any current grants and loans awarded to the County. The LDC appoints the Provider as a sub-recipient of the LDC with respect to any grants and loans as contemplated within paragraph 5 below.

5. The Provider shall undertake the following activities:

   a. Promote, operate, and expand the existing revolving loan fund, administer the existing loan portfolio, pursue repayment and collection of loans, adopt loan program policies and guidelines, rigorously review all loan applications, maximize use of loan funds to improve employment opportunities. Coordinate and integrate contributions from the Business Review Board.

   b. Administer other economic development and loan and grant programs as the LDC and the Provider may agree upon. Align and coordinate LDC programs with overall Economic Development activity in Warren County and region.

   c. The Provider will provide regularly (at least quarterly) reports to the Warren County LDC Board Members.

   d. The Provider shall comply with all applicable federal, state and local laws, The Provider is a local authority and as such has Public Authorities Law and Public Authorities Accountability Act compliance requirements.

6. For the services provided as described in paragraph 5 above, the LDC shall pay to the Provider the sum of Fifty Thousand Dollars ($50,000) for the calendar year 2021.

7. The term of this Agreement shall commence January 1, 2021, and end December 31, 2021.

8. Either Party may terminate this Agreement with sixty (60) day notice to the other Party.

9. The Provider on behalf of the LDC shall meet at least once per year with the County's Board of Supervisors standing committee for Economic Growth and Development.

10. All materials and property prepared for and on behalf of the LDC, together withall information memoranda, or other written material regarding the LDC's grants or loans, shallbe deemed to be owned by the LDC, and may be used by the LDC for any auditing or compliance reviews.

11. All financial and statistical records concerning or related to the purposes of this Agreement shall be maintained by the Provider for a minimum of six (6) years and shall be subject to inspection at reasonable times and notice by the LDC and its authorized officers, employees, and designees. The LDC's authorized officers, employees, and designees shall be permitted to conduct any audits or other reviews deemed appropriate of said records. The Provider shall cooperate and provide all documents, records, receipts, account balance statements, vendor invoices, cash receipt journals, checks or copies of checks, deposit slips, purchase journals, State and Federal tax returns, and other information requested during such audits or reviews so that the LDC may perform a full and complete audit. or any accountants or auditors retained by the LDC shall be considered as authorized officers or designees of the LDC for purposes of audits or reviews.

12. Any type of discrimination and harassment is against LDC policy and is unlawful. The Provider acknowledges and agrees that it has read the entire LDC Policy Against Discrimination and Harassment, a copy of which can be found online at www.warrencountyny.gov/hr/fo1111s.php under the link labeled Discrimination and Harassment. The LDC Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the LDC. This Agreement incorporates the entire policy as a material term of this Agreement. The Provider shall follow the policy in its entirety. If a complaint does arise, the Provider is to notify the LDC promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the LDC, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the LDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from a LDC breach of this policy.

13. This Agreement shall not be assigned, sold, or transferred by the Provider to any other agency, party, or corporation without the prior written consent of the LDC.

14. The Provider agrees that it is an independent contractor and that the Provider and its employees and agents shall not hold themselves out as or claim to be officers or employees of LDC and they shall not make any claim for any to the rights or privileges applicable to an officer or employee of LDC.

15. This Agreement shall be deemed executory only to the extent of the moneys available to the LDC and the appropriations made by the LDC in the 2021 budget for this allocation and no

liability on account thereof shall be incurred to the LDC beyond money so available for the purpose thereof.

16. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

18. This Agreement is the final agreement and understanding of the Parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

Mark McCarthy
LDC Attorney

Date: 9/27/21

Warren County Local Development Corporation

Peter McDevitt Chairman
Warren County Local Development Corporation

Date: _____

ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY NEW YORK

Matt Fuller

Print Name: _____

Title: _____

Date: _____

EDC
Warren County, NY

EDC WARREN COUNTY RESOLUTION
Approval to accept Agreement Between the Town of Queensbury and EDC January 1, 2021 – July 1, 2021, and July 1, 2021, - July 1, 2022

Introduced by: Dr. Kris Duffy

Seconded by: Kathy Muncil

WHEREAS, a motion was made to approve the Agreement Between the Town of Queensbury and EDC January 1, 2021 – July 1, 2021 and July 1, 2021 – July 1, 2022; and

NOW THEREFORE, BE IT RESOLVED, that the EDC Board has approved the Agreement Between the Town of Queensbury and EDC January 1, 2021 – July 1, 2021, and July 1, 2021 – July 1, 2022.

All members voting of the Board of Directors in the affirmative.

I, Laura Ladu, Secretary of the Economic Development Corporation (EDC) authorized under the laws of the State of New York, do hereby certify that at a meeting of the Board of Directors of the Economic Development Corporation, duly called, held via Zoom Teleconference with offices located at 333 Glen Street in Glens Falls, NY on the 19th day of October 2021, at which a quorum was present, a resolution to approve the Agreement Between the Town of Queensbury and EDC January 1, 2021 – July 1, 2021 and July 1, 2021 – July 1, 2022 unanimously adopted.

In witness where, I have hereunto set my hand on the 19th day of October 2021.

Laura Ladu, Secretary
Economic Development Corporation (EDC)

AGREEMENT BETWEEN THE TOWN OF QUEENSBURY AND ECONOMIC DEVELOPMENT CORPORATION OF WARREN COUNTY

THIS AGREEMENT, made as of the XX day of May, 2021 (with effective date of January 1, 2021 to July 1, 2021) by and between the TOWN OF QUEENSBURY, a municipal corporation existing and operating under the laws of New York State Warren County, New York, (hereinafter referred to as the "TOWN") with its principal place of business and mailing address of 742 Bay Road, Queensbury New York 12804 and the ECONOMIC DEVELOPMENT CORPORATION OF WARREN COUNTY (EDC), an agency organized and existing under the laws of the State of New York, with its principal place of business and mailing address of 333 Glen Street, Suite 102, Glens Falls, New York, 12801 (hereinafter referred to as the "CONTRACTOR") in the manner following:

IN CONSIDERATION OF MUTUAL CONVENANTS AND PROMISES SET FORTH IN THIS AGREEMENT, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Contractor agrees to furnish economic and community services to the Town and its residents for the 2021 calendar year to facilitate and enhance opportunities for economic growth to create or preserve jobs and employment opportunities and to improve the economic welfare of the residence in the Town of Queensbury, in consideration of the sum set forth below. The services to be provided by this Contractor shall:

   A. Activities outlined in Exhibit A and attached to this Agreement.

   B. Serve as the first point of contact for the Town of Queensbury for economic development related purposes and services when requested.

   C. Encourage the development and retention of business/industry within the Town.

   D. Promote expansion/diversity in the commercial, manufacturing, and industrial tax base within the Town.

   E. Attract new industry to the Town and assist such industry in finding appropriate sites and/or buildings together with assisting with their workforce needs along with any potential economic incentives offered at the local, county, regional, state, and federal level.

   F. Encourage utilization of local contractors, suppliers with construction projects together hiring employee within the community.

   G. Work with the Town and regional planners and key stakeholders to maximize the efficiency and effectiveness of the economic development needs and goals of the Town.

   H. Provide information to the Town Board regarding the best means of encouraging the retention and growth of business in the Town, including expansion of existing industries and attracting new firms to the Town.

I. Sharing information to the business community in the Town by exchanging information through a variety of communication such as website, social media, workshops, conferences, and emails.

J. Prepare, furnish, and provide information to federal, state, and local authorities regarding the positive assets of the Town & region, the needs of the local business community and to act as liaison between the various levels of government and the local business community.

K. Continue to work toward the following goals:

- assist in meeting the needs of employers within the community.

- identify and promote training and workforce development programs for the individuals and businesses by aligning workforce development efforts to match skill needs of area businesses and industries.

- undertake appropriate economic development research for the purpose of aiding the community or area.

- retain and expand industry in the Town and in effect lessen the financial burdens of taxpayers and government.

L. Facilitate interactions and build mutually beneficial relationships with Warren County, surrounding communities and regional entities to promote economic development.

M. Assist the Town in the furtherance of the Town's and County's cultural organizations and activities.

2. The Town agrees to pay Contractor the sum of $114,000 approximately one- percent (1%) of 2021 General Fund Appropriations, in full consideration for the services previously set forth. Such amount shall be paid as follows:

- $114,000 upon submission of Town Vouchers and approval of the Vouchers by the Town Supervisor. Such sum will be paid "contractor" in three equal payment installments ($38,000 June 2021; $38,000 September 2021; and $38,000 December 2021). Contractor shall submit current Project Plan and 2020 Financial Statements and Project Reports. In addition, contractor shall provide the Town with its 2021 Financial Statements and Project Reports as created by the Contractor's accountants in the normal course of business by September 2021.

3. The Contractor agrees to furnish to the Town throughout the term of this Agreement all financial and program information reasonably requested related to the services

provided, such services more specifically set forth in the Exhibit A attached to this Agreement.

4. The Contractor agrees that it will meet with the Town Board on an "as needed" or at the least, quarterly or upon other agreed timeframe to present the Town with progress reports relating to the Contractor's 2020 goals and initiatives as set forth on Exhibit A.

5. The Contractor shall use the amounts payable hereunder as its independent Board of Directors deems appropriate in furtherance of its general purposes as stated in its Certificate of Incorporation as amended, and Not-for-Profit Corporation Law §1411 and for the specific purposes set forth in paragraph 1 above; provided, however, that the Contractor shall use such amounts only for purposes for which the Town could itself use its own funds. The Contractor shall in its records, copies of which shall be provided to the Town Supervisor, describe the uses of the project funds. In carrying out the purposes of the Contractor and in exercising the powers conferred by for-Profit Corporation § 1411 Contractor will be performing an essential governmental function and such activities shall be in the public interest and for a public purpose with independent programmatic' and administrative control.

6. It is understood and agreed that the relationship of the Contractor to the Town shall be that of independent contractor. The independent contractor agrees that it will hold itself in accordance with such status and that it will neither present itself nor claim to be an officer or employee of the Town. The Contractor is not affiliated with nor created by the Town and the financial support set forth in this agreement does not interfere with the Contractor's Board of Directors independent programmatic and administrative control.

7. The Contractor agrees and warrants indemnifying the Town and holding it harmless for all claims arising out of the performance of this Agreement which are made against the Contractor. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the EDC, its Boar, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the EDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from a EDC breach of this policy.

8. The Contractor agrees that it shall neither assign nor in any manner convey the rights or obligations of this Agreement to any other person, company, or organization without the previous written consent of the Town.

9. This Agreement is for calendar year 2021 and shall end on December 31, 2021. This Agreement may also be terminated upon the mutual written agreement of the parties. Upon request in writing by the Town, the Contractor shall make a full and final accounting of all Town funds received under this Agreement for 2021 within thirty (30) days after notification

of cancellation has been issued. This Agreement may be renewed with mutual agreement of the two parties.

10. It is agreed by the parties that this Agreement constitutes the full and complete agreement by the parties and that it may not be changed orally.

11. EDC of Warren County through its President and other EDC representatives shall insure that the Town Supervisor is informed of details and progress made pertaining to economic development prospects/projects considering development in Queensbury and to matters relating to current businesses to the greatest extent possible.

12. The Queensbury Town Supervisor in his capacity as being the duly elected Town Supervisor shall continue to serve as voting member of the EDC of Warren County Board of Directors.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective on the day and year first above written.

TOWN OF QUEENSBURY

BY: _____
JOHN F. STROUGH III
TOWN SUPERVISOR

DATE: _____

ECONOMIC DEVELOPMENT CORPORATION

BY: _____
JAMES SIPLON
PRESIDENT

DATE: _____

EXHIBIT A

2021 Proposed Scope of Economic Development Services & Initiatives

EDC of Warren County will deliver services in support of Economic Growth & Development in 2021, for the Town of Queensbury, engaging primarily in Economic/Business Development and supporting Economic/Business Improvement, in the following manner:

1. **Business & Investment Recruitment:** Activities focused on obtaining Lead Generation Prospects & Project Management to include:

   - Development in consultation with the Town potential targeted 'primary business'* *attraction* marketing plan for the Town/County (such as medical device, paper/wood related, medical/healthcare, fabricating, tourism/hospitality, information technology and additional recommended targeted "primary businesses").

   - Continue with primary business *retention & expansion* strategy -focused on partnering with leadership at existing operations in the Town that are part of a Corporate structure with their headquarters located outside the Warren County region to ensure that existing operation site is considered for new Corporate Capital Investment opportunities.

   - Assist the Town in potential projects that are in need of gap financing, and other resources necessary to finalize the transaction.

2. **Business Retention Activities** to focus on retaining existing businesses.

   - Identify issues & solutions to continue operating success.

   - Build relationships to enhance connectivity between community and existing employers.

   - Identify trends threats (potential closure/significant job losses/sale) and work to bring resources/solutions forward to mitigate negative impact/reverse threat.

3. **Program Management:** Activities include management & administration of the remaining,
   Empire Zone program benefits for certain businesses in Warren County; 8 of which are in the Town of Queensbury.

4. **Business Improvements Efforts Focused on Competitive Enhancement/Asset Management:** Activities include promoting initiatives to strengthen Warren County's

ability to compete and win new investments that impact employment opportunities, to include:

- Research & Data Management: focused on efforts that fully support economic development goals for the Town.

- Focus on identifying asset gaps and proposing solutions.

- Focus on cataloguing assets that match customer (private sector business) needs, and oversight of targeted marketing efforts.

- Focus on oversight of Business Development activities and special projects as appropriate to address solutions for 'asset gaps' to enhance overall competitiveness or focused on specific business development projects needing special assistance.

5. **Reporting:** EDC will track and report on economic development related issues which shall include programs and incentives available from Federal/State agencies that support public and private sector investment opportunities within the Town/County, and report on activities of the EDC on a quarterly basis or as requested.

6. 2021 Initiatives by EDC -Town of Queensbury:

   a. Promote businesses activities with:
      - Loan program for Queensbury businesses through Warren County LDC as administrator of the Warren County Local Development Corporation organizations:
      - US SBA and Pursuit (formerly New York Small Business Development Corporation:
      - EDC Warren County/Washington County LDC/SUNY Adirondack sponsorship of 10-week Microenterprise Assistance Small Business Program (offered twice a year; spring & fall at SUNY Adirondack campus. This program is open to Warren County/Washington County prospective entrepreneurs and existing. commercial enterprises in the two counties having 10 or fewer employees. Develop outreach campaign via EDC website, EDC news alert, EDC social media platforms and materials for promotion of economic programs for retention and recruitment of industry and manufacturing within the Town.

   b. Continue a marketing & promotional campaign for further development of Queensbury Business Park, Warren/Washington Industrial Park, Warren County Airport (for aviation and non-aviation projects) and other properties within Town.
   c. Assist in developing pilot program for fast-track review permit approval process for Queensbury Business Park.

d. Identify potential sources of funding (NYS and Federal) for implementing Pathway Corridor study by Creighton Manning (Route 9 – Exit 20 area for traffic, pedestrian improvements.

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g. Coordinate, support and assist where possible with Queensbury officials, and businesses for submittals of New York State Consolidated Funding Applications (CFA).

h. Expand and strengthen regional (Warren/Washington and Capital District) economic development recruitment & retention efforts through coordination with Capital Region Economic Development Council (CREDC), Empire State Development Corporation (ESD), Center for Economic Growth, Council (CEG), Adirondack Regional Chamber of Commerce, other chamber Industrial Development Agencies and other organizations.

i. Enhance and align workforce development services with related organizations such as the Workforce Development Board (WDB), One Stop Center (Warren County); NYS Department of Labor, Veterans Services, Community Action Agency, NAACP, Queensbury School District and BOCES to assist local businesses connecting with potential employees for appropriate training/retraining in key industries within the region.

j. Finalize initial phase Local Government Efficiency Grant through NYS Department of State consisting of evaluation of shared services between Glens Falls WTP and Washington County Sewer District involving Queensbury, Moreau, Kingsbury and (Village Fort Edward Village Hudson Falls) along with examination of regional bio\solids initiative so the region can be prepared to submit funding opportunities.

k. Assist retail complexes such as Aviation Mall and outlets in developing potentially additional or alternatives uses at their respective sites.

- **Note:** Businesses refers to non-retail focused businesses in economic-driven industries. These have a greater jobs multiplier effect, i.e., one job in these sectors may create two to three jobs in secondary businesses such as retail, professional services etc. Nonetheless there shall remain an effort to continue to work with existing retail and look to explore potential new retail concepts.

AGREEMENT BETWEEN THE TOWN OF QUEENSBURY AND ECONOMIC DEVELOPMENT CORPORATION OF WARREN COUNTY

THIS AGREEMENT, made as of the XX day of May, 2021 (with effective date of July 1, 2021 to July 1, 2022) by and between the TOWN OF QUEENSBURY, a municipal corporation existing and operating under the laws of New York State Warren County, New York, (hereinafter referred to as the "TOWN") with its principal place of business and mailing address of 742 Bay Road, Queensbury New York 12804 and the ECONOMIC DEVELOPMENT CORPORATION OF WARREN COUNTY (EDC), an agency organized and existing under the laws of the State of New York, with its principal place of business and mailing address of 333 Glen Street, Suite 102, Glens Falls, New York, 12801 (hereinafter referred to as the "CONTRACTOR") in the manner following:

IN CONSIDERATION OF MUTUAL CONVENANTS AND PROMISES SET FORTH IN THIS AGREEMENT, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Contractor agrees to furnish economic and community services to the Town and its residents for the 2021 calendar year to facilitate and enhance opportunities for economic growth to create or preserve jobs and employment opportunities and to improve the economic welfare of the residence in the Town of Queensbury, in consideration of the sum set forth below. The services to be provided by this Contractor shall:

   A. Activities outlined in Exhibit A and attached to this Agreement.

   B. Serve as the first point of contact for the Town of Queensbury for economic development related purposes and services when requested.

   C. Encourage the development and retention of business/industry within the Town.

   D. Promote expansion/diversity in the commercial, manufacturing, and industrial tax base within the Town.

   E. Attract new industry to the Town and assist such industry in finding appropriate sites and/or buildings together with assisting with their workforce needs along with any potential economic incentives offered at the local, county, regional, state, and federal level.

   F. Encourage utilization of local contractors, suppliers with construction projects together hiring employee within the community.

   G. Work with the Town and regional planners and key stakeholders to maximize the efficiency and effectiveness of the economic development needs and goals of the Town.

   H. Provide information to the Town Board regarding the best means of encouraging the retention and growth of business in the Town, including expansion of existing industries and attracting new firms to the Town.

I. Sharing information to the business community in the Town by exchanging information through a variety of communication such as website, social media, workshops, conferences, and emails.

J. Prepare, furnish, and provide information to federal, state, and local authorities regarding the positive assets of the Town & region, the needs of the local business community and to act as liaison between the various levels of government and the local business community.

K. Continue to work toward the following goals:

- assist in meeting the needs of employers within the community.

- identify and promote training and workforce development programs for the individuals and businesses by aligning workforce development efforts to match skill needs of area businesses and industries.

- undertake appropriate economic development research for the purpose of aiding the community or area.

- retain and expand industry in the Town and in effect lessen the financial burdens of taxpayers and government.

L. Facilitate interactions and build mutually beneficial relationships with Warren County, surrounding communities and regional entities to promote economic development.

M. Assist the Town in the furtherance of the Town's and County's cultural organizations and activities.

2. The Town agrees to pay Contractor the sum of $114,000 approximately one- percent (1%) of 2021 General Fund Appropriations, in full consideration for the services previously set forth. Such amount shall be paid as follows:

- $114,000 upon submission of Town Vouchers and approval of the Vouchers by the Town Supervisor. Such sum will be paid "contractor" in three equal payment installments ($38,000 June 2021; $38,000 September 2021; and $38,000 December 2021). Contractor shall submit current Project Plan and 2020 Financial Statements and Project Reports. In addition, contractor shall provide the Town with its 2021 Financial Statements and Project Reports as created by the Contractor's accountants in the normal course of business by September 2021.

3. The Contractor agrees to furnish to the Town throughout the term of this Agreement all financial and program information reasonably requested related to the services

provided, such services more specifically set forth in the Exhibit A attached to this Agreement.

4. The Contractor agrees that it will meet with the Town Board on an "as needed" or at the least, quarterly or upon other agreed timeframe to present the Town with progress reports relating to the Contractor's 2020 goals and initiatives as set forth on Exhibit A.

5. The Contractor shall use the amounts payable hereunder as its independent Board of Directors deems appropriate in furtherance of its general purposes as stated in its Certificate of Incorporation as amended, and Not-for-Profit Corporation Law §1411 and for the specific purposes set forth in paragraph 1 above; provided, however, that the Contractor shall use such amounts only for purposes for which the Town could itself use its own funds. The Contractor shall in its records, copies of which shall be provided to the Town Supervisor, describe the uses of the project funds. In carrying out the purposes of the Contractor and in exercising the powers conferred by for-Profit Corporation § 1411 Contractor will be performing an essential governmental function and such activities shall be in the public interest and for a public purpose with independent programmatic' and administrative control.

6. It is understood and agreed that the relationship of the Contractor to the Town shall be that of independent contractor. The independent contractor agrees that it will hold itself in accordance with such status and that it will neither present itself nor claim to be an officer or employee of the Town. The Contractor is not affiliated with nor created by the Town and the financial support set forth in this agreement does not interfere with the Contractor's Board of Directors independent programmatic and administrative control.

7. The Contractor agrees and warrants indemnifying the Town and holding it harmless for all claims arising out of the performance of this Agreement which are made against the Contractor. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the EDC, its Boar, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the EDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from a EDC breach of this policy.

8. The Contractor agrees that it shall neither assign nor in any manner convey the rights or obligations of this Agreement to any other person, company, or organization without the previous written consent of the Town.

9. This Agreement is for calendar year 2021 and shall end on December 31, 2021. This Agreement may also be terminated upon the mutual written agreement of the parties. Upon request in writing by the Town, the Contractor shall make a full and final accounting of all Town funds received under this Agreement for 2021 within thirty (30) days after notification

of cancellation has been issued. This Agreement may be renewed with mutual agreement of the two parties.

10. It is agreed by the parties that this Agreement constitutes the full and complete agreement by the parties and that it may not be changed orally.

11. EDC of Warren County through its President and other EDC representatives shall insure that the Town Supervisor is informed of details and progress made pertaining to economic development prospects/projects considering development in Queensbury and to matters relating to current businesses to the greatest extent possible.

12. The Queensbury Town Supervisor in his capacity as being the duly elected Town Supervisor shall continue to serve as voting member of the EDC of Warren County Board of Directors.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective on the day and year first above written.

TOWN OF QUEENSBURY

BY: _____
JOHN F. STROUGH III
TOWN SUPERVISOR

DATE: _____

ECONOMIC DEVELOPMENT CORPORATION

BY: _____
JAMES SIPLON
PRESIDENT

DATE: _____

EXHIBIT A

2021 Proposed Scope of Economic Development Services & Initiatives

EDC of Warren County will deliver services in support of Economic Growth & Development in 2021, for the Town of Queensbury, engaging primarily in Economic/Business Development and supporting Economic/Business Improvement, in the following manner:

1. **Business & Investment Recruitment:** Activities focused on obtaining Lead Generation Prospects & Project Management to include:

   - Development in consultation with the Town potential targeted 'primary business'* *attraction* marketing plan for the Town/County (such as medical device, paper/wood related, medical/healthcare, fabricating, tourism/hospitality, information technology and additional recommended targeted "primary businesses").

   - Continue with primary business *retention & expansion* strategy -focused on partnering with leadership at existing operations in the Town that are part of a Corporate structure with their headquarters located outside the Warren County region to ensure that existing operation site is considered for new Corporate Capital Investment opportunities.

   - Assist the Town in potential projects that are in need of gap financing, and other resources necessary to finalize the transaction.

2. **Business Retention Activities** to focus on retaining existing businesses.

   - Identify issues & solutions to continue operating success.

   - Build relationships to enhance connectivity between community and existing employers.

   - Identify trends threats (potential closure/significant job losses/sale) and work to bring resources/solutions forward to mitigate negative impact/reverse threat.

3. **Program Management:** Activities include management & administration of the remaining,
   Empire Zone program benefits for certain businesses in Warren County; 8 of which are in the Town of Queensbury.

4. **Business Improvements Efforts Focused on Competitive Enhancement/Asset Management:** Activities include promoting initiatives to strengthen Warren County's

ability to compete and win new investments that impact employment opportunities, to include:

- Research & Data Management: focused on efforts that fully support economic development goals for the Town.

- Focus on identifying asset gaps and proposing solutions.

- Focus on cataloguing assets that match customer (private sector business) needs, and oversight of targeted marketing efforts.

- Focus on oversight of Business Development activities and special projects as appropriate to address solutions for 'asset gaps' to enhance overall competitiveness or focused on specific business development projects needing special assistance.

5. **Reporting:** EDC will track and report on economic development related issues which shall include programs and incentives available from Federal/State agencies that support public and private sector investment opportunities within the Town/County, and report on activities of the EDC on a quarterly basis or as requested.

6. 2021 Initiatives by EDC -Town of Queensbury:

   a. Promote businesses activities with:
      - Loan program for Queensbury businesses through Warren County LDC as administrator of the Warren County Local Development Corporation organizations:
      - US SBA and Pursuit (formerly New York Small Business Development Corporation:
      - EDC Warren County/Washington County LDC/SUNY Adirondack sponsorship of 10-week Microenterprise Assistance Small Business Program (offered twice a year; spring & fall at SUNY Adirondack campus. This program is open to Warren County/Washington County prospective entrepreneurs and existing. commercial enterprises in the two counties having 10 or fewer employees. Develop outreach campaign via EDC website, EDC news alert, EDC social media platforms and materials for promotion of economic programs for retention and recruitment of industry and manufacturing within the Town.

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