



**EDC WARREN COUNTY RESOLUTION No. 20250326-1**  
**Approving the Contract Between the Town of Queensbury and the Economic Development Corporation (EDC) of Warren County**

Introduced by: Judy Calogero Seconded by: Kathy Muncil

**WHEREAS**, the Economic Development Corporation (EDC) of Warren County has been engaged in the promotion of economic development within the County of Warren, including the Town of Queensbury; and

**WHEREAS**, the Town of Queensbury has proposed a contract to the EDC of Warren County for the purpose of economic development projects, funding, or services; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of the Economic Development Corporation of Warren County hereby approves the contract between the Town of Queensbury and the EDC as proposed by the Town of Queensbury, attached hereto and incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, that Jim Siplon, President and CEO of the Economic Development Corporation of Warren County, is hereby authorized to sign the contract as proposed by the Town of Queensbury on behalf of the EDC of Warren County, and to take any necessary actions to implement the terms of said contract.

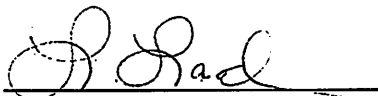
All members voting for the Board of Directors as indicated below:

Dr. Kristine Duffy	Yes	Michael McLarty	Absent
Kathy Muncil	Yes	Mike Wild	Yes
Laura Ladu	Yes	Judy Calogero	Yes
Sue Corney	Absent	John Strough	Absent
Jim Marco	Yes	Melanie Weber	Yes
Ashley Walden	Yes	Paul Wersten	Yes

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 the meeting of the Board of Directors of the Economic Development Corporation, located at 11 South Street, Suite 201 in Glens Falls, NY on the 19<sup>th</sup> day of March 2025, at which a quorum was present, a resolution to approve the Approving the contract between the Town of Queensbury and the Economic Development Corporation of

Warren County (EDC) as proposed by the Town of Queensbury and as recorded in minutes of this date.

In witness where, I have hereunto set my hand on the 26<sup>th</sup> day of March 2025.

A handwritten signature in cursive script, appearing to read 'L. Ladu', written over a horizontal line.

Laura Ladu, Secretary  
Economic Development Corporation (EDC)



# TOWN OF QUEENSBURY

742 Bay Road, Queensbury, NY. 12804-5902

[www.queensbury.net](http://www.queensbury.net) / [towncounsel@queensbury.net](mailto:towncounsel@queensbury.net) / (518) 761-8251 - office / (518) 745-4408 - facsimile

October 9, 2024

Jim Siplon, President  
Economic Development Corporation of Warren County  
11 South Street, Suite 201  
Glens Falls, New York 12801

**Re: Agreement Between Economic Development Corporation of Warren County  
and Town of Queensbury  
Our File No.: 984**


Dear Mr. Siplon:

By Resolution No. 367, 2024, the Queensbury Town Board has authorized its Agreement with the Economic Development Corporation for 07/01/2024 – 06/30/2027. Accordingly, we have enclosed two duplicate Agreements signed by Supervisor Strough along with a Town Voucher and a copy of the Resolution.

Upon execution of the Agreements by EDC, please keep one fully-executed Agreement for your records and return to us a fully-executed Agreement along with the signed Voucher.

Please contact us with any questions or concerns. Thank you for your assistance.

Very truly yours,

  
PAMELA A. HUNSINGER  
LEGAL ASSISTANT  
TOWN COUNSEL'S OFFICE

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"Home of Natural Beauty... A Good Place to Live"

**AGREEMENT BETWEEN TOWN OF QUEENSBURY AND ECONOMIC  
DEVELOPMENT CORPORATION OF WARREN COUNTY  
FOR JULY 1, 2024 – JUNE 30, 2027**

THIS ECONOMIC SERVICES AGREEMENT made as of the 7<sup>th</sup> day of October, 2024 (with effective date as of July 1, 2024 to June 30, 2027) by and between the **ECONOMIC DEVELOPMENT CORPORATION of WARREN COUNTY (EDC)**, a not-for-profit economic development corporation existing under the laws of the State of New York (hereinafter referred to as the **"CONTRACTOR"**), with offices at 11 South Street, Suite 201, Glens Falls, New York 12801 and the **TOWN OF QUEENSBURY**, a municipal corporation existing and operating under the laws of the State of 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 in the manner following:

**IN CONSIDERATION OF MUTUAL COVENANTS 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 7/1/2024 -06/31/2027 fiscal years to facilitate and enhance opportunities for economic growth to create or preserve jobs and employment opportunities and to improve the economic welfare of the residents 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

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1. The first step in the process of identifying a problem is to define the problem clearly and concisely. This involves identifying the symptoms of the problem and determining the underlying causes.

2. The second step is to gather information about the problem. This involves conducting research, consulting with experts, and collecting data. The goal is to gain a deeper understanding of the problem and its context.

3. The third step is to analyze the information gathered. This involves identifying patterns, trends, and relationships. The goal is to determine the most likely causes of the problem and to develop a plan of action.

4. The fourth step is to implement the plan of action. This involves taking the necessary steps to address the problem. The goal is to resolve the problem and prevent it from recurring.

5. The fifth step is to evaluate the results of the plan of action. This involves monitoring the progress of the plan and assessing its effectiveness. The goal is to determine whether the problem has been resolved and to make any necessary adjustments.

6. The sixth step is to document the process. This involves recording the steps taken to identify and resolve the problem. The goal is to create a record that can be used to prevent similar problems in the future.

7. The seventh step is to communicate the results of the process. This involves sharing the findings and recommendations with the relevant stakeholders. The goal is to ensure that everyone is aware of the problem and the steps taken to resolve it.

## 8. Developing a comprehensive business plan

- 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 and County's cultural organizations and activities.
- N. Act as Town's representative and primary point of contact with regional broadband workgroups and NYS and Federal agencies for broadband strategy including added broadband capacity, advocating for the addition of competition, increasing fiber assets and other "future proof" improvements within the Town. Goal is to enhance Town's competitive position in recruiting new business and residents.
- O. Represent the Town in regional Economic Development Strategic Initiatives including, but not limited to, the Warren Washington Economic Coalition, The Capital Region Economic Development Council (CREDC), Regional Workforce Development Board, The Center for Economic

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Growth CEG) and the New York State Economic Development Council (NYSEDC).

- P. Engage new and returning residents to the Town to gain insight into perceived strengths, weaknesses, opportunities and threats (SWOT) for the purposes of developing a strategy to recruit new and younger residents, professionals and entrepreneurs.
- Q. Represent the Town and insure integration and alignment of its Comprehensive Plan and identified strategies into broader regional planning initiatives and cross municipal opportunities.

The Town agrees to pay Contractor the following:

- A. For the year July 1, 2024 to June 30, 2025 the sum of \$114,000;
- B. For the year July 1, 2025 to June 30, 2026 the sum of \$75,000; and
- C. For the year July 1, 2026 to June 30, 2027 the sum of \$50,000;

in full consideration for the services previously set forth upon submission of a Town voucher and approval of the voucher by the Town Supervisor. Contractor shall provide the Town with its yearly Financial Statements as completed by the Contractor's accountants in the normal course of business by March of the contractual year. Contractor shall provide Project Plans and Project reports as reasonably requested by the Town. Measures that will be regularly reported to the Town by the Contractor include:

- A. Business activity engagements in the Town. Further breakdown will be reported i.e. category, industry sector, type project, business size;
- B. Report on activity/trends within the three (3) major economic "pillars":

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- Sales & occ tax generating (Tourism, Hospitality, Retail);
  - NFP/Institutional (Healthcare, Muni, Ed); and
  - Entrepreneurial sector (Manuf, Finance, Prof, Trades, Services).
- C. Ongoing review of key economic datasets: Labor, housing starts, bldg. permits, school enrollments, population, median income, sales tax, internet domain registrations and more.

3. The Contractor agrees to furnish to the Town throughout the term of this Agreement all financial and program information reasonably requested and related to the services provided, such services more specifically set forth in the attached Exhibit A.

4. The Contractor agrees that it will meet with the Town Board on an "as needed" or at the least, quarterly/semi-annually/or upon other agreed timeframe as requested to present the Town with progress reports relating to the Contractor's goals and initiatives as set forth in the attached 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 Not-for-Profit Corporation Law § 1411, the 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 Contractor shall indemnify, hold harmless and defend the EDC, 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 Contractor breach of this policy. To the fullest extent permitted by law, the EDC shall indemnify, hold harmless and defend the Contractor, 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 an 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 fiscal years 2024 – 2025, 2025-2026 and 2026-2027 and shall end as of June 30, 2027. 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 and 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 ensure 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:

10/8/24

**ECONOMIC DEVELOPMENT CORP.  
OF WARREN COUNTY**

BY:

  
JAMES SIPLON  
PRESIDENT

DATE:

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## EXHIBIT A

### **Proposed Scope of Economic Development Services & Initiatives**

EDC of Warren County will deliver services in support of Economic Growth & Development from July 1, 2024 – June 30, 2027 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

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employers.

- Connect employers to workforce resources such as the Warren County Career Center, BOCES and SUNY Adirondack
- Identify trend 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 state funded CFA and other programs focused on economic development.

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

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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/semi-annual/ or other agreed upon timeframe or as requested.

**6. 2024 - 2027 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 marketing & promotional coordination of Queensbury Business Park, Warren/Washington Industrial Park, Warren County Airport (for aviation and non-aviation projects), Progress Blvd and other properties within Town.**

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- c. Coordinate with the Town potential sources of funding (NYS and Federal) for implementing Pathway Corridor study by Creighton Manning (Route 9 -Exit 20 area for traffic, pedestrian improvements).
- d. Participate with the Town of Queensbury and BASF on future developmental uses of former Ciba Geigy Hercules Plant Site (45 acres in South Queensbury).
- e. Assist with the South Queensbury Brownfield Opportunity Area (BOA), and Glens Falls officials (adjoining Warren Street BOA to South Queensbury BOA) & and CFA approved funding for Warren County Economic Opportunity Zone for this region.
- f. Coordinate, support and assist where possible with Queensbury officials, and businesses for submittals of New York State Consolidated Funding Applications (CFA).
- g. 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.
- h. Enhance and align workforce development services with related organizations such as the Workforce Development Board (WDB), Warren County Career Center (Warren County); NYS Department of Labor, Veterans Services, Community Action Agency, NAACP,

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Queensbury School District and B O C E S to assist local businesses connecting with potential employees for appropriate training/retraining in key industries within the region.

- i. Assist retail complexes such as Aviation Mall and outlets in developing potentially additional or alternatives uses at their respective sites.
  - j. Working with planning and housing initiatives as they relate to the Town of Queensbury.
  - k. Advocate for remaining broadband needs including encouraging competitive providers within the Town focusing on adding fiber capacity vs existing sole provider coax services.
  - l. Support and promote Warren County Airport and advocate for resources to continue modernization and improvements per their comprehensive plan.
  - m. Track new business formation in the Town and develop a dashboard report to chart trends, challenges and opportunities
  - n. Examine long range planning mechanisms and sources of funding to develop potential solutions for growing congestion in the Exit 18 Corridor
- **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.

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