

# **COMMISSION MEETING**

**8:30 am, Wednesday, January 18th, 2006**

CDRPC Office  
One Park Place  
Albany, New York  
453-0850

## **AGENDA**

1. Welcome/Introduction of Guests
2. December 14, 2005 Meeting Minutes\*
3. Financial Statement through December 31, 2005 (Memo 06-01)\*
4. Proposed Agreement with Seaboard Trade Centers, Inc. (Memo 06-02)\*
5. Combined Sewer Overflow Long Term Control Plan Update (Memo 06-03)\*
6. 2005: The Year in Review; 2006: The Year Ahead (Memo 06-04)
7. Staff Activity Report (Enclosed)
8. Other Business
9. Next Meeting Date: March 15, 8:30 AM

\*Formal Board action anticipated

# CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

## COMMISSION MEETING

December 14, 2005, 8:30am  
CDRPC Conference Room  
One Park Place  
Albany, New York 12205

## MINUTES

**PRESENT:** *Board members:* Henry Dennis, John Graziano, Lucille McKnight (conference call), Stan Brownell, Jayne Regan Harris, James Shaughnessy, Mike Stammel, Fred Acunto, Gary Hughes, David Vincent  
*Staff:* Rocky Ferraro, David Lang Wardle, Leif Engstrom, Todd Fabozzi, Donna Dillenbeck

**ABSENT:** Betty Barnette, Willard Bruce, Edward Patanian, Chris Callaghan, Spencer Hellwig, John Murray, Phil Barrett, Raymond Gillen, Barbara Mauro, Michael Petta

**PRESIDING:** Stan Brownell, Chair, called the meeting to order at 8:30am

### 1. WELCOME/INTRODUCTION OF GUESTS

Larry Rulison from the Times Union, Mary Witkowski from Mike Breslin's Office, and Bill Hooton and George Klapischak from Seaboard Trade Centers were in attendance.

### 2. OCTOBER 19, 2005 MEETING MINUTES

The minutes were distributed before the meeting. No corrections were made.

#### Action Taken

Fred Acunto made a motion to approve the minutes and Jayne Regan Harris seconded. The motion was approved unanimously.

### 3. FINANCIAL STATEMENT THROUGH NOVEMBER 30, 2005

Rocky reported that this statement reflects the financials through November 30, 2005. The revenues are at 85.5% of the approved budget and expenses are at 88.6%. The revenue represents billings through the third quarter to the State and Federal contracting entities. The invoice for the New York State Retirement System was paid in the amount of \$36,647.00.

Rocky estimates a surplus (revenues over expenses) of approximately \$5,000 by the end of the year. There is about \$123,000 cash in the bank at this time and outstanding receivables totaling just over \$18,600.

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### Action Taken

Mike Stammel made a motion to accept the Financial Statement, and John Graziano seconded. The motion was approved unanimously.

#### **4. REPORT FROM NOMINATING COMMITTEE**

Jayne Regan Harris announced that the nominating committee has chosen the following names to serve as officers of the Capital District Regional Planning Commission for 2006. Fred Acunto, Chair; Gary Hughes, Vice Chair; Secretary, John Graziano; Treasurer, Mike Stammel.

### Action Taken

The nominating committee moved and seconded the nominations. The motion was approved unanimously.

#### **5. PROPOSED 2006 BUDGET**

Rocky went over some highlights for the proposed 2006 budget. Under revenues, the amounts requested from each county will remain unchanged from 2005. The Contractual Services represents the aggregate amount (\$50,000) of signed or pending contracts with CDTA, CEG, and the Schenectady School District. Revenue from the Combined Sewer Overflow study is expected to be \$35,000: \$15,000 from the EPA and \$20,000 from the State EFC Grant.

For expenses, temporary services were increased to reflect employment of a part time staff person for the entire year, the increase in the office equipment line item reflects the leasing a copier at \$169.00 per month, and the increase in travel is due to the anticipated expenses associated with the requirements of the proposed contract with CEG. Increase were also noted for rent and health insurance.

### Action Taken

David Vincent made a motion to approve the Proposed 2006 budget, and Jayne Regan Harris seconded. The motion was approved unanimously.

#### **6. PROPOSED 2006 MEETING SCHEDULE**

A listing of proposed dates for the 2006 Commission meetings were distributed before the meeting. All the meetings are scheduled for the third Wednesday of the month at 8:30am with the exception of December.

If it is determined that there is a conflict with the December, 2006 meeting date with Saratoga County, it was suggested that the date be changed at the October 2006 meeting.

### Action Taken

Fred Acunto made a motion to accept the proposed meeting schedule, and Henry Dennis seconded. The motion was approved unanimously.

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### 7. ALBANY COUNTY TEN-YEAR PLAN TO END HOMELESSNESS

In the Fall of 2004 with the endorsement of the Albany County Executive and Albany City Mayor, Executive and Advisory committees were formed that included representatives from the business community, faith based organizations, community groups, homeless and formerly homeless persons and government and non profit service providers. The Committees were charged to prepare a ten Year Plan to End Homelessness in Albany County. Rocky was asked to Chair and to facilitate the monthly meetings of the Executive Committee. CARES, Inc., a not-for-profit agency, provided staff support and coordinated the preparation of the Plan. Financial assistance was provided by the Community Foundation of the Capital Region.

Rocky added that HUD is requiring communities across the country to prepare plans to end homelessness. Schenectady and Rensselaer counties will begin to prepare similar plans during 2006 and Saratoga County is expected to initiate their study toward the end of the year.

Rocky is requesting endorsement from the Board for this Plan.

Fred Acunto inquired if there is a creation for an umbrella plan for all the municipalities or individual plans for each involved. Rocky responded that this project is at the county level. The three other counties will probably prepare similar county level plans. There is the possibility to bring the county plans together as a regional unit once the other counties complete their studies.

Stan Brownell inquired if there is any cost that CDRPC will incur being involved in this plan. Rocky responded that there is no out of pocket expenses or staff responsibilities associated with this project with the exception of the time Rocky serves as Chair for the group.

#### **Action Taken**

Jayne Regan Harris made a motion to endorse the Ten Year Plan to End Homelessness, and Mike Stammel seconded. The motion was accepted unanimously.

### 8. RESPONSE TO RFP TO PREPARE CDRPC'S AUDIT

Rocky reported that CDRPC received four responses to the RFP for auditing CDRPC's books for 2005, 2006 and 2007. The four firms are Edwards, Williams, McManus & Ricciardelli, P.C.; Dorfman-Robbie, CPA's P.C.; Marvin and Company, P.C.; and Pryba, Tobin & Company, P.C.

The A&F Committee met and expressed satisfaction with the services provided by Dorfman-Robbie as our auditor for the last ten years. Even though their bid amount was slightly higher than the others, there were concerns about additional staff costs that may be incurred due to the time necessary to introduce a new firm to CDRPC operations. The

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A&F committee is recommending to the Board that CDRPC continue to secure the services of Dorfman-Robbie for the next three years.

John Graziano mentioned that he supported putting out the RFP to make sure Dorman-Robbie is comparable in price and services with other vendors. John also added that changing accounting firms could add to an increase in workload on the staff, and since he has no issues or complaints with Dorfman-Robbie, John suggested keeping them as CDRPC auditor.

Fred Acunto added that one of the concerns some of the Commissioners expressed was the length of time Dorfman-Robbie has been preparing the audit and there was a need to explore other firms. However, Fred does support staying with Dorfman-Robbie to prepare the 2005, 2006 & 2007 audit.

### **Action Taken**

John Graziano made a motion to accept Dorfman-Robbie as CDRPC Auditor for 2005, 2006 and 2007, and Gary Hughes seconded. The motion was accepted with Mike Stammel voting no.

## **9. PRESENTATION BY REPRESENTATIVES FROM SEABOARD TRADE CENTERS**

Bill Hooten and George Klapischak from Seaboard Trade Centers made a presentation to the Commission to provide background information about Seaboard Trade Centers and to outline the role they may play in conjunction with CDRPC to promote the Foreign Trade Zone program in the region.

Seaboard Trade Centers is an international management, marketing, and consulting company incorporated for the purpose of identifying, developing, and implementing international trade and Foreign Trade Zone strategies. They are interested in entering into an agreement with CDRPC to serve as Administrators of the program. CDRPC would continue the role as Grantee with the Galesi Group and Port of Albany as the Operator.

Fred Acunto inquired if CDRPC's role in this project impacts staff time. Rocky responded that David Lang Wardle currently is responsible for the Foreign Trade Zone Program and will continue to be involved in this project, however there will not be a need for staff increases to accommodate this project.

Fred also inquired if this project will cause problems for Empire Zones. Bill Hooten replied that the Empire Zones is a State Program and Foreign Trade Zones is a federal program and this will not cause problems for the Empire Zones. Rocky added that a possibility also exists that there may be a firm in the Empire Zone that may qualify for Foreign Trade Zone opportunities and create a sub-zone at that location.

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Rocky added that there will be some out of pocket expense including bringing in Michael Hall to make sure the agreement with Seaboard Trade Centers is satisfactory to the Commission.

### Action Taken

David Vincent made a motion to authorize Rocky to enter into the contract negotiations with Seaboard Trade Centers and report back to the A&F Committee, and Jayne Regan Harris seconded. The motion was accepted unanimously.

## **10. BOARD/STAFF RETREAT FOLLOW-UP**

On Friday, October 21, there was a Staff/Board Retreat held in the Meeting Room at the Crossings of Colonie. The retreat was facilitated by Jon Allen, a consultant with Performance Matters.

There were two outcomes that were discussed at the retreat. The first one was specific questions asked at the retreat and the responses were provided accordingly and given out in the Commission packet. The second was the proposed Executive Limitation Policies. A draft was prepared for review for feedback.

As a follow up to the retreat, a copy of the proposed Executive Limitation Policies was sent to the Commission on November 1 to give feedback on any issues, concerns or ideas to members of the A&F Committee. The next step will be for the A&F Committee to review the proposed Executive Limitations Policies for consideration of adoption in 2006.

## **11. COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN UPDATE**

Rocky reported there was a kick-off meeting in October and everything is moving forward. The consultants are doing the Needs Assessment and Gap analysis to find out what gaps exist in the database needed to complete the study. Upon the completion of the gap analysis, a meeting will be scheduled with the Advisory Committee to review these gaps, which will serve as a critical component in preparing the Cost Allocation Plan.

The revenue for Part A includes an \$80,000 grant CDRPC secured from the US EPA and \$87,500 of the \$2,000,000 matching grant from DEC. The remaining \$87,500 is from each community based on a previously approved allocation formula.

The expense categories for Part A of the CSO LTCP project will include consulting services, legal services, administration, and public participation planning. Part A is expected to cost \$255,000, which is in line with revenues by source.

Discussion ensued about signing the contract with the consultants to complete the work associated with Part A. Commission approval is necessary before a contract between CDRPC and the consultants can be signed by the Executive Director.

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### Action Taken

David Vincent made a motion to authorize the Chair of CDRPC to sign the consultant contract with approval from the A&F Committee and counsel approval, and Jayne Regan Harris seconded. The motion was accepted unanimously.

### **12. STAFF ACTIVITY REPORT**

The Staff Activity Report was distributed before the meeting. There was no discussion.

### **13. OTHER BUSINESS**

There was no other business at this time.

### **14. NEXT MEETING DATE**

The next CDRPC Commission Meeting will be held on January 18, 2006 at 8:30am. The meeting will be held at CDPRC offices.

### Adjournment

Fred Acunto made a motion to adjourn the meeting, and Jayne Regan Harris seconded. The motion was approved unanimously.

Respectfully submitted,

Gary Hughes  
Secretary

## MEMORANDUM (#06-01)

**To:** Commissioners  
**From:** Rocky Ferraro, Executive Director  
**Date:** January 10, 2006  
**Re:** Monthly Financial Statement

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Enclosed for your review and approval are the current financial statements through December 31, 2005.

For the year, the revenues are at 97.0% of the approved budget while expenses are at 94.8%. The revenue reflects the final billings through the fourth quarter of 2005. With the exception of an outstanding bill or two totaling less than \$500, the statement also reflects expenses for the full year. Assuming remaining 2005 expenses of \$500, the Commission ended the year with an (unaudited) surplus of slightly over \$9000.

As noted on the Statement of Financial Condition, we have slightly over \$96,000 cash in the bank, and outstanding receivables totaling just over \$47,500. The higher than usual "Due froms. . ." are due to the end of the quarter invoices sent to the contracting entities.

Board action is requested to approve the financial statements.



### CDRPC 2005 Income Statement

Account	Budget-Rev.	Oct 05	Nov 05	Dec 05	Year-to-Date	Balance	YTD %
<b>2005 REVENUE</b>							
R2390.1 Albany County	\$ 84,663.00	\$ -	\$ -	\$ -	\$ 84,663.00	\$ -	100.0%
R2390.2 Rensselaer County	43,842.00	-	-	-	43,842.00	-	100.0%
R2390.3 Saratoga County	57,666.00	14,416.50	-	-	57,666.00	-	100.0%
R2390.4 Schenectady County	42,123.00	10,530.75	-	-	42,123.00	-	100.0%
R2401.0 Interest & Earnings	1,000.00	270.63	273.82	195.37	1,956.22	(956.22)	195.6%
R2770.1 Miscellaneous	2,000.00	-	-	21.00	56.00	1,944.00	2.8%
R2770.3 Contractual Services	15,000.00	10,500.00	-	5,500.00	33,234.86	(18,234.86)	221.6%
R2770.4 FTZ#121	11,500.00	-	-	-	11,500.00	-	100.0%
R2770.5 Conferences	5,000.00	-	-	-	680.00	4,320.00	13.6%
R2770.6 CDYCI	32,000.00	-	-	8,000.00	32,000.00	-	100.0%
R3900.2 NYS DCJS	-	-	-	-	-	-	
R3900.3 Empire State Development	10,000.00	-	-	-	-	10,000.00	0.0%
R3900.4 Other State Assistance	-	-	-	-	-	-	
R4000.1 Fed. Reg. Aviation	9,000.00	-	-	-	-	9,000.00	0.0%
R4000.2 EDA	52,000.00	-	-	11,700.27	52,000.00	-	100.0%
R4000.3 Water Quality	60,000.00	-	-	9,123.69	58,791.00	1,209.00	98.0%
R4000.4 UPWP	86,000.00	-	-	19,432.87	84,468.64	1,531.36	98.2%
R4000.5 Other Federal Aid (HUD)	25,000.00	-	-	5,728.08	17,539.15	7,460.85	70.2%
<b>Gross Revenue</b>	\$ 536,794.00	\$ 35,717.88	\$ 273.82	\$ 59,701.28	\$ 520,519.87	\$ 16,274.13	97.0%
<b>2005 EXPENSE</b>							
E.1010 Salaries	\$ 293,000.00	\$ 24,359.58	\$ 24,359.58	\$ 24,359.58	\$ 292,314.96	\$ 685.04	99.8%
E.1030 Temporary Services	4,218.00	577.50	742.50	495.00	2,227.50	1,990.50	52.8%
E.2010 Office Equipment	2,000.00	-	-	953.10	1,972.39	27.61	98.6%
E.2020 Furniture & Furnishings	3,500.00	-	-	-	3,499.80	0.20	100.0%
E.4020 Workshops & Conferences	5,000.00	-	104.00	450.00	1,243.25	3,756.75	24.9%
E.4030 Consultant Services	7,000.00	-	-	-	6,500.00	500.00	92.9%
E.4040 Agency Memberships	3,035.00	-	-	-	3,035.00	-	100.0%
E.4051 Computer Supplies/Software	4,000.00	41.45	-	23.60	3,658.83	341.17	91.5%
E.4055 Data Purchases	500.00	-	-	-	10.00	490.00	2.0%
E.4060 Equipment Maintenance	1,500.00	-	-	-	864.00	636.00	57.6%
E.4070 Office Supplies	3,000.00	93.36	147.21	141.28	1,475.91	1,524.09	49.2%
E.4080 Books & Journals	800.00	-	16.00	-	353.40	446.60	44.2%
E.4090 Printing & Publishing	6,500.00	-	497.18	1,951.32	6,197.52	302.48	95.3%
E.4110 Rent	60,000.00	5,452.41	4,871.50	417.34	59,537.64	462.36	99.2%
E.4120 Telephone	2,800.00	239.36	226.69	298.97	2,691.53	108.47	96.1%
E.4121 Internet	2,700.00	268.17	224.80	309.65	2,796.96	(96.96)	103.6%
E.4130 Travel	8,500.00	420.35	24.04	1,862.39	5,013.49	3,486.51	59.0%
E.4140 Equipment Repairs	500.00	-	-	-	-	500.00	0.0%
E.4150 Postage	2,800.00	180.00	4.97	991.80	2,567.00	233.00	91.7%
E.4160 Miscellaneous	394.00	-	190.19	149.95	541.50	(147.50)	137.4%
E.4170 Payroll Services	1,300.00	82.75	116.60	238.20	1,157.15	142.85	89.0%
E.4190 Contingent Fund	5,000.00	1,200.00	123.64	-	1,323.64	3,676.36	26.5%
E.4200 Insurance-General	1,400.00	-	-	-	1,241.35	158.65	88.7%
E.8010 NYS Retirement	36,647.00	-	36,647.00	-	36,647.00	-	100.0%
E.8030 FICA	23,200.00	1,907.67	1,920.30	1,901.36	22,532.39	667.61	97.1%
E.8040 Ins.-Worker's Comp. & Dis.	2,500.00	-	-	12.90	1,604.95	895.05	64.2%
E.8050 Ins.-Health	54,000.00	4,272.74	4,272.74	-	49,075.46	4,924.54	90.9%
E.8060 Ins.-Unemployment	1,400.00	13.28	17.08	234.75	1,219.34	180.66	87.1%
E.8070 Prof. Memberships	800.00	-	60.00	-	770.00	30.00	96.3%
E.8080 Continuing Education	800.00	-	-	-	-	800.00	0.0%
<b>Gross Expenses</b>	\$ 538,794.00	\$ 39,108.62	\$ 74,566.02	\$ 34,791.19	\$ 512,071.96	\$ 26,722.04	95.0%
<b>Net Operating Income</b>	\$ (2,000.00)	\$ (3,390.74)	\$ (74,292.20)	\$ 24,910.09	\$ 8,447.91		
A825 Fund Balance-Reserved		-	-	-	-		
A909 Fund Balance-Unreserved	2,000.00	-	-	-	-		
<b>Net Income</b>	\$ -	\$ (3,390.74)	\$ (74,292.20)	\$ 24,910.09	\$ 8,447.91		

# Capital District Regional Planning Commission

## GENERAL FUND

### Statement of Financial Condition

December 31, 2005

#### Assets

Cash — Checking	\$	14,341.79	
Cash — Money Market		81,818.16	
Cash — PayPal Account		83.20	
Petty Cash		200.00	
Due from Private Persons/Organizations		13,500.00	
Due from State & Federal Governments		34,095.50	
Due from Other Governments		-	
Prepaid Expenses		11,895.80	
Carryover Revenue		3,863.38	
<i>Sub-Total: Assets</i>	\$	159,797.83	
Expenses — Year-to-Date		512,071.96	
<b>Total</b>			\$ <u>671,869.79</u>

#### Liabilities & Fund Balance

Due to Other Governments	\$	223.36	
Due to Private Persons/Organizations		4,054.14	
Deferred Project Revenue		-	
Fund Balance — Restricted		-	
Fund Balance — Unrestricted		147,072.42	
<i>Sub-Total: Liabilities &amp; Fund Balance</i>	\$	151,349.92	
Revenue — Year-to-Date		520,519.87	
<b>Total</b>			\$ <u>671,869.79</u>

## MEMORANDUM (#06-02)

**To:** Commissioners

**From:** Rocky Ferraro, Executive Director

**Date:** January 10, 2006

**Re:** Seaboard Trade Centers

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Bill Hooten and George Klapischak from Seaboard Trade Centers attended the December Commission meeting to provide background information about Seaboard Trade Centers and to outline the role they may play in conjunction with CDRPC to promote the Foreign Trade Zone program in the region. They have expressed an interest in entering into an agreement with CDRPC to serve as Administrators of the program. CDRPC would continue its role as Grantee with the Galesi Group and Port of Albany (Rensselaer Side) as the Operator.

Based upon Board action at the Commission meeting, David Wardle and I met with Bill Hooten and George Klapischak to discuss and negotiate the contents of a proposed agreement. Attached is a proposed agreement for your consideration. Michael Hall, our counsel, has also reviewed the agreement.

Board approval is being sought to allow CDRPC to enter into the agreement with Seaboard to act as Administrator of the Foreign Trade Zone. As noted above, CDRPC would continue to serve as the Zone Grantee. Michael Hall will be present at the meeting. Bill Hooten and George Klapischak from Seaboard Trade Centers will also be in attendance.

**FOREIGN-TRADE ZONE #121**  
**ADMINISTRATOR AGREEMENT**

Between the

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION  
And  
CAPITAL DISTRICT TRADE STRATEGIES, LLC.

This is the record made January \_\_\_\_, 2006 of an AGREEMENT between the CAPITAL DISTRICT PLANNING COMMISSION, a Regional Planning Council pursuant to General Municipal Law 239-h(3)(a) of the State of New York with its principal office located at One Park Place, Suite 102, Albany, NY 12205 (hereinafter referred to as "GRANTEE"), and CAPITAL DISTRICT TRADE STRATEGIES, LLC., a New York corporation with its principal office at \_\_\_\_\_ New York (hereinafter referred to as "ADMINISTRATOR").

1.0. **RECITALS**

1.1. **GRANTEE Authority.** GRANTEE has authority under the Foreign-Trade Zone Act to grant corporations the privilege of establishing, maintaining, operating and administrating Foreign-Trade Zones and Subzones under the jurisdiction of the United States of America, U.S. Department of Commerce Foreign-Trade Zones Board (hereinafter the BOARD) within the meets and bounds of FTZ #121 and any modifications to the boundaries thereof as noted on the attached map.

1.2. **Delegation of Privileges and Responsibilities.** GRANTEE desires to delegate to the ADMINISTRATOR the responsibility for performing all the GRANTEE's obligations for developing and administrating FTZ #121 upon the terms and conditions set forth in this AGREEMENT, and in accordance with standards required by the BOARD and the Bureau of Customs and Border Security (hereinafter CUSTOMS), upon the terms contained in this AGREEMENT and as approved by the GRANTEE.

1.3. **Acceptance of Responsibility.** ADMINISTRATOR is willing to accept and perform the responsibilities of developing and administrating FTZ #121 upon the terms contained in this AGREEMENT.

2.0. **AUTHORITY GRANTED**

2.1. **Delegation and Acceptance.** GRANTEE delegates to ADMINISTRATOR for the term of this AGREEMENT, and for any extensions of that term, the exclusive authority, privileges and responsibilities for developing and administering FTZ #121 upon the terms contained in this AGREEMENT, and ADMINISTRATOR accepts the delegation of those privileges and responsibilities.

2.2. **Establishing a Tariff.** GRANTEE delegates to the ADMINISTRATOR for the term of this AGREEMENT, subject to the approval of the GRANTEE, which approval shall not be unreasonably withheld, the authority to establish a Zone Tariff for FTZ #121,

on a public utility basis and in accordance with the requirements of the BOARD, designating the fees to be charged to Users and Operators of FTZ #121 for services rendered by the ADMINISTRATOR and GRANTEE.

2.3. **Modification of Zone Boundaries.** GRANTEE delegates to the ADMINISTRATOR for the term of this AGREEMENT and subject to the approval of the GRANTEE, which approval shall not be unreasonably withheld, the right to modify the boundaries of FTZ #121 to meet the expressed needs of commerce within the geography of FTZ #121.

2.4. **Termination of Grant of Authority for Foreign Trade Zone #121.** Should termination of the Grant of Authority for Foreign Trade Zone #121 prevent the GRANTEE or ADMINISTRATOR from operating the Foreign Trade Zone by statute, regulation, order of any court, or by the action of the BOARD or CUSTOMS, GRANTEE or ADMINISTRATOR may immediately terminate this AGREEMENT by written notice to the other with no further liability of either party to the other. In that event, ADMINISTRATOR may, at no expense to GRANTEE, institute appropriate judicial or administrative proceedings in the name of the GRANTEE and/or ADMINISTRATOR to contest the validity or applicability of the statute, regulation, court order, or action of the BOARD, or CUSTOMS, or appeal from the court order. Should the judicial or administrative proceedings or appeal result in a decision by a court or administrative body of competent jurisdiction that GRANTEE and ADMINISTRATOR are not prevented from commencing and/or continuing the operation of the Foreign Trade Zone under the terms of this AGREEMENT, this AGREEMENT may, by written notice from either party to the other, be reinstated in full force and effect, and GRANTEE and ADMINISTRATOR shall then be restored to their former positions under this AGREEMENT as if termination had never taken place.

### 3.0 **STANDARDS OF ADMINISTRATION**

3.1. **In General.** ADMINISTRATOR shall, at its expense, provide oversight and administer the use and operation of FTZ #121 by third parties and shall take all actions reasonably necessary to promote and develop commerce and industry in the geography of, and through the use of, FTZ #121 to the fullest extent possible and for the benefit of the economy and the people of the Capital District. ADMINISTRATOR shall comply and require any and all Users and Operators to comply fully with all the requirements of the United States Government and all other applicable laws, regulations and requirements relative to the operation and administration of Foreign Trade Zones. It is the intention of the parties that the GRANTEE's role in the operation, administration and development of the Zone be limited (a) to performing those functions that it cannot legally delegate to be performed by ADMINISTRATOR, and (b) to assuring itself, and the United States Government, that the Foreign Trade Zone is being operated in compliance with this AGREEMENT, all requirements of the United States Government, and all applicable laws, regulations and other requirements. ADMINISTRATOR shall provide within its ability or cause to be provided to GRANTEE all information, reports, records and advice and shall take all actions that the GRANTEE shall reasonably require to enable GRANTEE to meet its responsibilities to the BOARD. The specific responsibilities set

forth elsewhere in this AGREEMENT shall not be construed to limit the general standards set forth in this section.

3.2. **Foreign Trade Zone Plan and Conformity with Plan.** Within 90 days of the execution of this AGREEMENT and annually thereafter, ADMINISTRATOR shall submit an Annual Foreign Trade Zone Plan to the GRANTEE. Without limiting the generality of the preceding section, ADMINISTRATOR shall undertake to develop and administer FTZ #121 substantially in conformity with its Annual Plan. In conformity with that Annual Plan, ADMINISTRATOR shall allocate and use its best efforts to invest in the promotion and development of FTZ #121.

3.3. **Rules, Regulations and Practices.** To meet the requirements of 15 C.F.R. Section 400, ADMINISTRATOR shall require any and all OPERATORS through an OPERATOR's AGREEMENT in form and substance acceptable to the GRANTEE to prepare and submit to ADMINISTRATOR, GRANTEE and CUSTOMS for approval an Operations Manual identifying the rules, regulations and practices it will use in operating its Foreign Trade Zone Site. The Operations Manual shall be modified from time to time as necessary to be consistent with the (i) reasonable requirements of GRANTEE in conformity with this AGREEMENT and (ii) rules and regulations of the BOARD and CUSTOMS, as they may be from time to time modified. OPERATOR shall comply with Foreign Trade Zone Act 19 USC 81 (a)-81(u) as amended, 15 CFR Part 400 as amended, 19CFR Part 146 as amended, other appropriate laws and regulations and CUSTOMS cargo security requirements and appropriate CUSTOMS Directives such as those for Zone activation and audit inspection procedures.

3.4. **Further Instruments and Actions.** Each party shall deliver such further instruments and take such further action as may be reasonably requested by the other in order to carry out the provisions and purposes of this AGREEMENT and the Annual Foreign Trade Zone Plan. The parties specifically recognize that the GRANTEE will make a best effort to keep the Grant of Authority active and in good standing however, the appearance of the GRANTEE's name on forms and reports generated by the ADMINISTRATOR shall not be construed as a representation that GRANTEE has any knowledge, actual or constructive, of the quality, character, status designation, identification, or time of admission. Transfer or release of goods into or from any Zone Site, and that any information contained on the aforementioned forms and reports are representations solely of the ADMINISTRATOR and not the GRANTEE.

#### 4.0. **ADMINISTRATIVE CHARGES**

4.1. **Payment of Charges.** ADMINISTRATOR shall be responsible to ensure that any and all OPERATORS pay administrative charges as follows:

4.1.1. **CUSTOMS.** OPERATORS shall pay the cost of maintaining customs services at their Zone Sites as required by CUSTOMS and shall pay these costs and any other required CUSTOMS' costs directly to CUSTOMS as required by it.

4.1.2. **Other Federal Agents.** OPERATORS shall pay any other costs for federal employees or agents as required at their Zone Sites.

4.2. **Foreign Trade Zone Bond.** OPERATORS shall obtain, keep in force and pay for any bond required by CUSTOMS or GRANTEE to protect and indemnify the U.S. Government against loss of duty or taxes on merchandise or goods found to be missing from, or removed from the Foreign Trade Zone without proper permit and any other bond required by law. Any bond that is required shall be furnished prior to commencing operation in the Foreign Trade Zone. OPERATORS shall cause GRANTEE also to be covered by the bond and to notify party relative to any change in the status or value of such bond.

4.3. **User/Operator Fees.** ADMINISTRATOR shall collect and distribute on behalf of the GRANTEE all User/Operator Fees as described and called for in the Zone Tariff to cover (a) actual administrative and oversight costs, including administrator and attorney's fees and costs, incurred by GRANTEE and the ADMINISTRATOR directly attributable to the establishment and administration of FTZ #121 including, but not limited to, costs incurred by the GRANTEE and ADMINISTRATOR with respect to this AGREEMENT.

4.4. **GRANTEE's share of User/Operator's Fees.** ADMINISTRATOR shall pay GRANTEE 20% of the annual proceeds from the Zone User/Operator Fees or \$12,000, whichever is greater. Within 60 days following the conclusion of the Zone Year, ADMINISTRATOR shall render an accounting to GRANTEE of the actual User/Operator Fees received by ADMINISTRATOR in the previous year and pay the GRANTEE their share of such Fees.

4.5. **Interest.** All payments which are due but not paid by the due date shall bear interest until paid at prime interest rate of the Federal Reserve.

## 5.0. **INSURANCE**

5.1. **Insurance Required.** ADMINISTRATOR shall obtain and keep in full force and effect during the term of this AGREEMENT insurances policies providing the following coverages:

5.1.1. **Statutory Coverages.** Workman's compensation, employer's liability, and disability insurances as required by law.

5.1.2. **General Liability Insurance.** General liability insurance written on an occurrence basis in a comprehensive, all-risk form including products liability and broad form contractual coverage expressly referring to in this AGREEMENT with policy limits of not less than \$1,000,000 for each occurrence.

5.2. **Form of Policies.** All policies shall be acceptable in form to GRANTEE. They shall be written with an insurer licensed to transact an insurance business in New York State to which the GRANTEE has no reasonable objection.

5.3. **Changes in Insurance Requirements.** All insurance coverage requirements under Section 5.0 shall be reviewed periodically and, as the situation dictates, GRANTEE shall have the right to require revision of the coverage required for reasonable cause.

## 6.0. **BOOKS, RECORDS, REPORTS, ETC.**

6.1. **General Requirements.** ADMINISTRATORS' books, records and accounts relative to the Administration of FTA #121 shall be kept in accordance with generally accepted accounting procedures and BOARD requirements, in accordance with applicable laws, rules and requirements (including, but not limited to, 15 C.F.R. sections 400.1002 and 400.1014).

6.2. **Reports.** ADMINISTRATOR shall make a best effort submit to GRANTEE promptly any reports required by Federal, State or local governments in relation to the operation of FTZ #121.

6.3. **Annual Report.** ADMINISTRATOR shall submit to GRANTEE on/or before December 15<sup>th</sup> of each year all information required to be submitted by the GRANTEE to the BOARD and/or any other governmental agency with jurisdiction over FTZ #121. Quarterly written progress reports shall also be submitted by the ADMINISTRATOR. Verbal progress report to CDRPC's Board may substitute for the written report.

## 7.0. **INDEMNIFICATION OF GRANTEE**

7.1. **Indemnification; Insurance.** ADMINISTRATOR shall defend with competent counsel, indemnify and hold harmless GRANTEE from and against any and all reasonable claims, loss, damage, liability, fines and costs including, but not limited to, attorney's fees and court costs and any sums incurred by the GRANTEE and arising out of or resulting from operation of FTZ #121. The ADMINISTRATOR further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York to effectuate this Hold Harmless clause and shall name the GRANTEE as an additional insured.

## 8.0. **OPERATION OF ZONE**

8.1. **Public Utility.** ADMINISTRATOR shall require all General-Purpose Zone OPERATORS to operate the Foreign Trade Zone Site as a public utility in compliance with applicable laws, rules and regulations including but not limited to 15 C.F.R. Section 400.1003. Subject to the requirement that the Foreign Trade Zone be operated as a public utility and to the other provisions of this contract, 19 U.S.C. Section 81 and the regulations promulgated thereunder, the OPERATORS shall set forth rates, charges, rules and regulations of the Foreign Trade Zone which rates, charges, rules and regulations shall be reasonable and shall allow the OPERATORS to recover all costs and expenses incurred by OPERATORS in connection with the establishment, construction and operation of the Foreign Trade Zone Site, plus a reasonable profit.

## 9.0. **NON DELEGATION AND ASSIGNMENT**

9.1. **Non Delegation And Assignment.** GRANTEE need not recognize any successor of ADMINISTRATOR for this AGREEMENT. ADMINISTRATOR shall have no right to transfer or assign the permission or rights granted hereunder or delegate any



responsibility which it has undertaken hereunder to any other person, firm, corporation or entity without the written consent of the GRANTEE, which consent shall not be unreasonably withheld.

#### 10.0. **TERM AND RENEWAL OF AGREEMENT**

10.1 This AGREEMENT shall remain in effect for ten (10) years after the date set forth in the beginning. Thereafter, it shall be automatically extended for successive terms of two (2) years each, unless at least one (1) year before the expiration of the initial term or any extension, notice of termination is given in writing by one party to the other. Neither party shall refuse to extend this AGREEMENT solely on the basis of reasons which are arbitrary, capricious or unreasonable.

#### 11.0. **RIGHTS AND OBLIGATIONS OF PARTIES UPON TERMINATION**

11.1. **Termination by GRANTEE.** If ADMINISTRATOR shall be given notice of default in the performance of any of its obligations or breach any terms or provisions herein, and such default shall not be remedied to the sole satisfaction of GRANTEE within sixty (60) days after notice of such default, then GRANTEE may thereupon terminate this AGREEMENT.

11.2. **Withdrawal of Grant.** If the Foreign Trade Zone Grant be revoked or canceled without fault of GRANTEE, this AGREEMENT shall terminate and ADMINISTRATOR shall have no claim against GRANTEE by reason of such revocation or cancellation, and ADMINISTRATOR shall have no further interest in the subject matter of this AGREEMENT.

#### 12.0. **RELATIONSHIP OF GRANTEE AND ADMINISTRATOR**

12.1. **Independent Contractors.** The relationship of the GRANTEE and ADMINISTRATOR shall be as an independent contractors and not joint venturers, partners, or agents of each other. Neither party shall have or hold itself out as having the power of authority to bind or create liability for the other by its intentional or negligent act except as expressly set forth otherwise in this AGREEMENT. There shall be no liability on the part of the GRANTEE to any person or entity for any debts incurred by ADMINISTRATOR or others in connection with the Foreign Trade Zone unless GRANTEE expressly agrees in writing signed by it to pay such debts.

#### 13.0. **NOTICES**

13.1. **GRANTEE.** All notices to GRANTEE shall be personally delivered or sent by first class mail and registered or certified mail, return receipt requested, addressed to FTZ GRANTEE, Capital District Regional Planning Commission, One Park Place, Suite 102, Albany, NY 12205, or at such other address as GRANTEE designates in writing.

13.2. **ADMINISTRATOR.** All notices to ADMINISTRATOR shall be personally delivered to \_\_\_\_\_, NY, or sent by first class mail and registered

or certified mail, return receipt requested, addressed to ADMINISTRATOR at P.O. Box \_\_\_\_\_, NY, or at such other address as ADMINISTRATOR designates in writing.

14.0. **WAIVER OF DEFAULT**

14.1. **Waiver.** Waiver by one party of any particular default by the other party shall not effect or impair the waiving party’s rights with respect to any subsequent default of the same or a different kind. Delay or failure to exercise any right shall not constitute a waiver of that right. A waiver shall be effective only if in writing and signed by the party making the waiver.

15.0. **INTERPERTATION AND EXECUTION OF AGREEMENT.**

15.1. **New York Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of New York and any action brought here under shall be venued in Albany County.

15.2. **Counterparts.** This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all counterparts together shall constitute only a single agreement.

15.3. **Entire AGREEMENT.** This AGREEMENT contains the entire agreement of the parties with respect to its subject matter, and no representations, inducements, promises or agreements, oral or otherwise, not embodied in this AGREEMENT shall be of any force or effect.

15.4. **Captions.** The captions of this AGREEMENT are for convenience only and shall not define or limit any of the terms of this AGREEMENT.

15.5. **Amendments.** This AGREEMENT may be amended or modified only by written instrument duly authorised and executed by the parties with the same formalities as this AGREEMENT.

The parties’ assent to this AGREEMENT as of the date set forth at the beginning is confirmed by the following signatures:

GRANTEE: CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

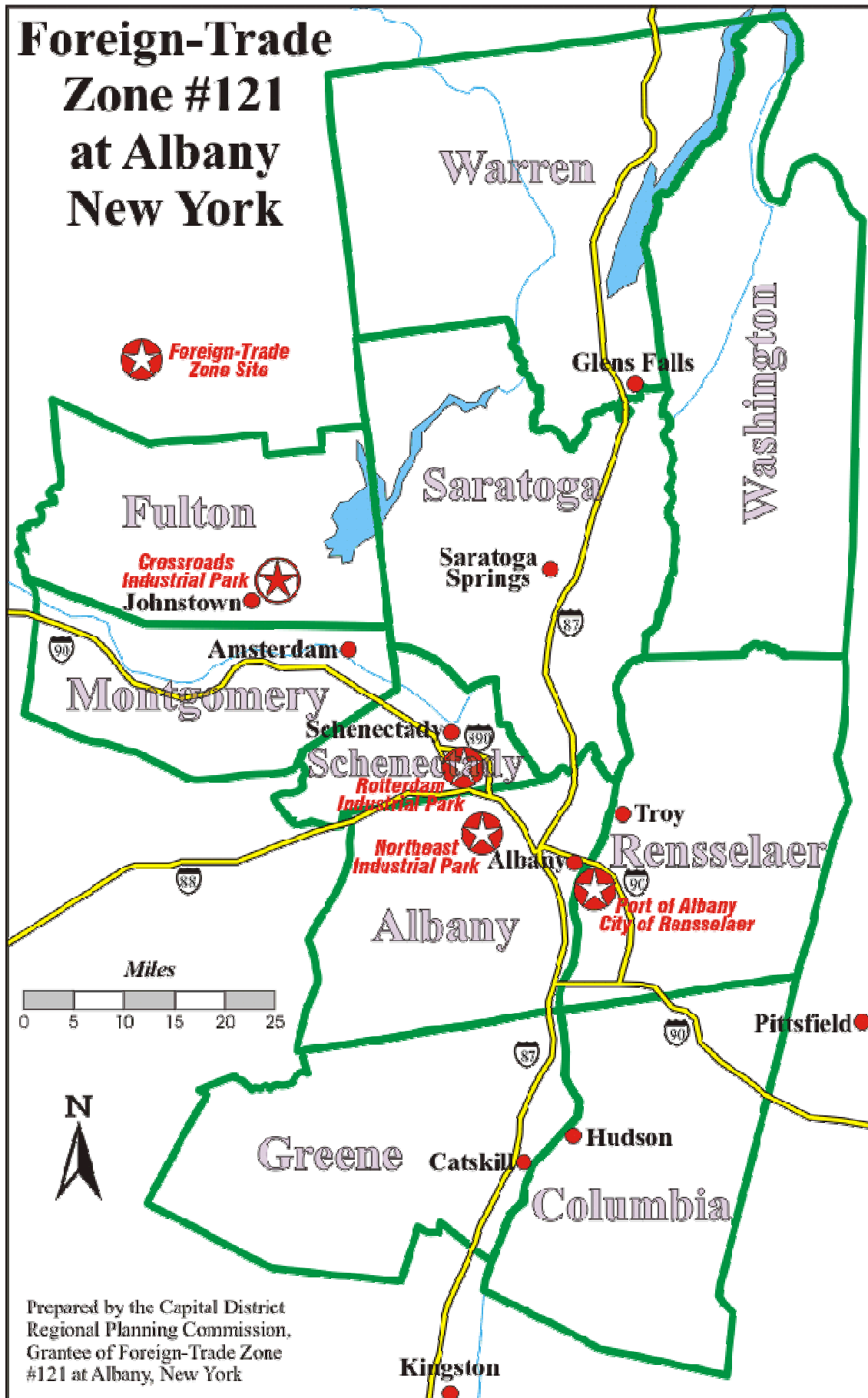
By: \_\_\_\_\_  
Its Chairman

Date: \_\_\_\_\_

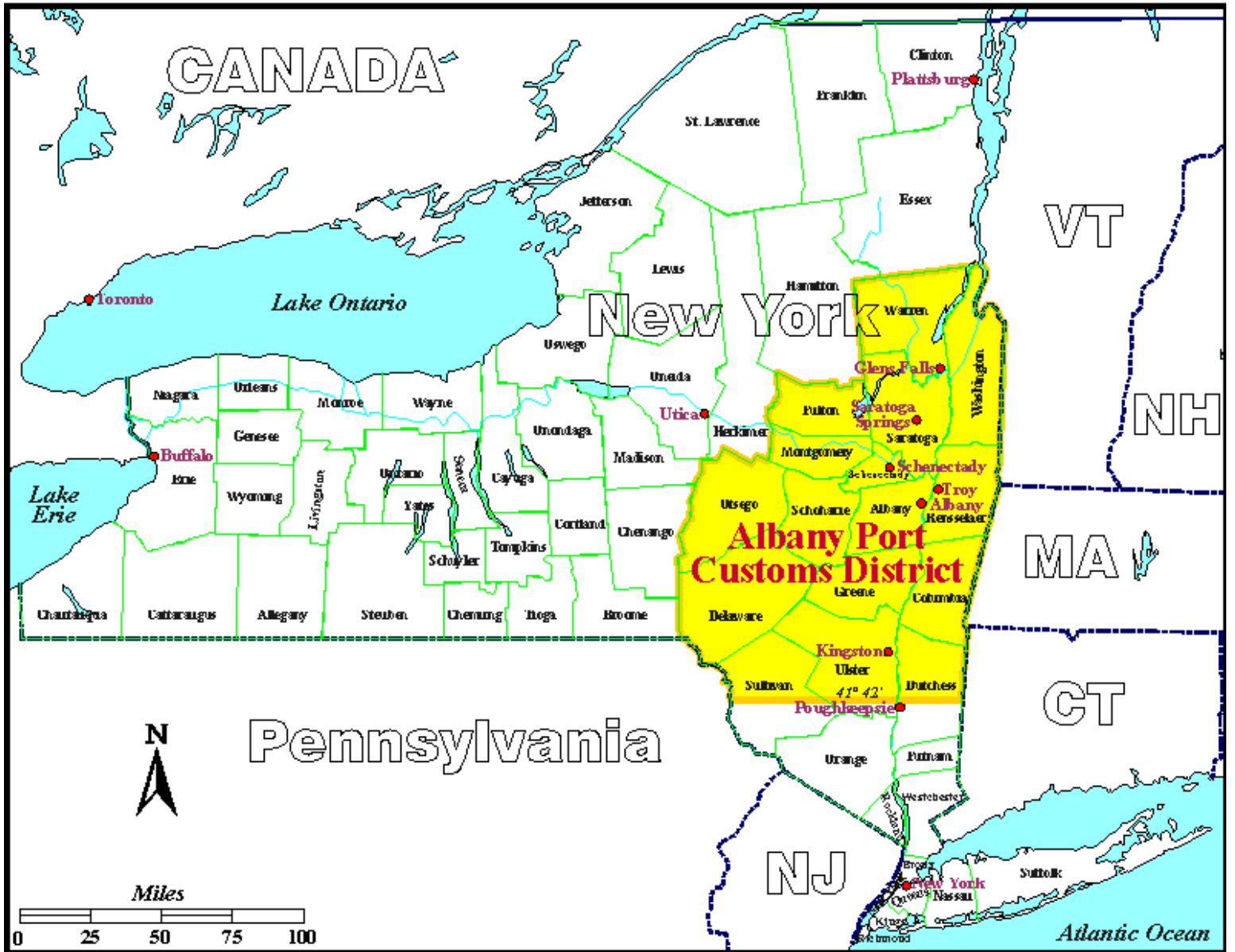
ADMINISTRATOR: CAPITAL DISTRICT TRADE STRATEGIES, LLC.

By: \_\_\_\_\_  
Its President

Date: \_\_\_\_\_



# Albany Port Customs District Jurisdiction



Prepared by The Capital District Regional Planning Commission

## MEMORANDUM (#06-03)

**To:** Commissioners

**From:** Rocky Ferraro, Executive Director

**Date:** January 10, 2006

**Re:** Combined Sewer Overflow Study

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The following is a status report of the Albany Pool Phase I Long Term Control Plan (LTCP). As you are aware, the preparation of the LTCP is a requirement of each of the community's Combined Sewer Overflow (CSO) SPDES permit and is a major component in meeting Governor Pataki's goals for a cleaner Hudson River.

The NYS Department of Environmental Conservation has approved the contract proposal submitted by CDRPC to prepare the Long Term Control Plan. It is now considered a "legal" document but still requires review and approval by both the Comptroller's and Attorney General's office.

It is critical that Part A of the contract be completed in accordance with the agreed to time schedule to assure timely approval of the cost allocation and financial plan by the six Albany Pool communities. Timing is critical to initiate Part B in January 2007 since the System Characterization Monitoring and Modeling needs to be undertaken during the Spring to meet our 2009 deadline for completion of the Long Term Control Plan. In order to adhere to these deadlines, it is important that the contract be signed with the consultants prior to getting final approval from the State. Attached is the scheduled timeline to complete both Part A and Part B of the Long Term Control Plan.

Commission action is being requested on two issues. The first is to authorize the Executive Director to sign the Contracts for Part A with the consulting team. There are two separate contracts: one with Malcolm Pirnie and CDM and the other with Clough Harbour. Michael Hall has reviewed the contract with Malcolm Pirnie; the contract with Clough Harbour is still pending. Though CDRPC is the contracting entity since we are the recipient of the state and federal grants, the financial obligation to pay the consultant bill rests with the six Albany Pool communities per the signed Municipal Cooperation Agreements. The attached Part A Income Statement outlines the budgeted amount by source including the financial obligations

of the six Albany Pool communities and the paid expenses to date. Also attached for your information is a very preliminary (placeholder) budget of the full project costs that will be revised upon completion of Part A.

The second request is make the Executive Director an Authorized Representative for the purposes of State Aid Vouchers and Self Certification Forms. For the Albany Pool CSO LTCP project, NYSDEC requires that CDRPC's Authorized Representative sign each State Aid Voucher and Self Certification Form when CDRPC requests payment. Currently, as authorized by CDRPC on August 17, 2005, the CDRPC Chair is the only Authorized Representative for all purposes with regard to the CSO LTCP project. Staff is planning to request payment every two weeks when the project is at full activity. NYSDEC has indicated that it is acceptable to designate a second Authorized Representative for payment requests.



### CSO Part A 2005 Income Statement

Account	Budget	Oct 05	Nov 05	Dec 05	Year-to-Date	Balance	YTD %
<b>2005 REVENUE</b>							
R2390.1 Albany Water Board	\$ 46,063.55	\$ -	\$ -	\$ -	\$ -	\$ 46,063.55	0.0%
R2390.1a Albany Water Bd In-Kind		-	-	-	-	-	
R2390.2 City of Cohoes	7,824.58	-	-	-	-	7,824.58	0.0%
R2390.2a City of Cohoes In-Kind		-	-	-	-	-	
R2390.3 Village of Green Island	1,308.49	-	-	-	-	1,308.49	0.0%
R2390.3a Village of Green Is In-Kind		-	-	-	-	-	
R2390.4 City of Rensselaer	5,138.10	-	-	-	-	5,138.10	0.0%
R2390.4a City of Rensselaer In-Kind		-	-	-	-	-	
R2390.5 City of Troy	23,227.18	-	-	-	-	23,227.18	0.0%
R2390.5a City of Troy In-Kind		-	-	-	-	-	
R2390.6 City of Watervliet	3,938.10	-	-	-	-	3,938.10	0.0%
R2390.6a City of Watervliet In-Kind		-	-	-	-	-	
R2401.0 Interest & Earnings	-	6.73	5.84	6.00	36.99	(36.99)	
R2770.1 Miscellaneous		-	-	-	-	-	
R3900.1 EPF Grant	87,500.00	-	-	-	-	87,500.00	0.0%
R3900.2 Other State Aid		-	-	-	-	-	
R4000.1 EPA CSO Grant	80,000.00	-	-	-	16,000.00	64,000.00	20.0%
R4000.2 Other Federal Aid		-	-	-	-	-	
<b>Gross Revenue</b>	<b>\$ 255,000.00</b>	<b>\$ 6.73</b>	<b>\$ 5.84</b>	<b>\$ 6.00</b>	<b>\$ 16,036.99</b>	<b>\$ 238,963.01</b>	<b>6.3%</b>
<b>2005 EXPENSE</b>							
E.1010 Salaries		\$ -	\$ -		\$ -	\$ -	
E.1030 Temporary Services		-	-		-	-	
E.2010 Miscellaneous Equipment		-	-		-	-	
E.4020 Workshops/Conferences	10,000.00	-	-		-	10,000.00	0.0%
E.4031 Engineering Services	225,000.00	-	-		-	225,000.00	0.0%
E.4032 Administrative Services	10,000.00	-	-		-	10,000.00	0.0%
E.4033 Legal Services	10,000.00	1,512.44	-	315.00	9,299.94	700.06	93.0%
E.4034 Community In-Kind Services		-	-		-	-	
E.4051 Computer Supplies/Software		-	-		-	-	
E.4055 Data Purchases		-	-		-	-	
E.4080 Books/Journals		-	-		-	-	
E.4090 Printing/Publishing		-	-		-	-	
E.4130 Travel		-	-		-	-	
E.4150 Postage		-	-		-	-	
E.4160 Miscellaneous		-	-		-	-	
E.4190 Contingent Fund		-	-		-	-	
<b>Gross Expenses</b>	<b>\$ 255,000.00</b>	<b>\$ 1,512.44</b>	<b>\$ -</b>	<b>\$ 315.00</b>	<b>\$ 9,299.94</b>	<b>\$ 245,700.06</b>	<b>3.6%</b>
<b>Net Operating Income</b>	<b>\$ -</b>	<b>\$ (1,505.71)</b>	<b>\$ 5.84</b>	<b>\$ (309.00)</b>	<b>\$ 6,737.05</b>		
A909 Fund Balance: Unreserved		-	-	-	-		
<b>Net Income</b>	<b>\$ -</b>	<b>\$ (1,505.71)</b>	<b>\$ 5.84</b>	<b>\$ (309.00)</b>	<b>\$ 6,737.05</b>		



## Albany Pool CSO LTCP Revenues and Expenses

### Estimated Revenues by Source

EPA Grant	\$ 80,000.00
DEC Matching Grant	\$ 2,000,000.00
Albany Water Board	\$ 789,661.00
City of Cohoes	\$ 134,136.00
Village of Green Island	\$ 22,431.00
City of Rensselaer	\$ 88,082.00
City of Troy	\$ 398,180.00
City of Watervliet	\$ 67,510.00
<b>TOTAL</b>	<b>\$ 3,580,000.00</b>

### Estimated In-Kind Contributions by Source

Albany Water Board	\$ 263,220.00
City of Cohoes	\$ 44,712.00
Village of Green Island	\$ 7,477.00
City of Rensselaer	\$ 29,361.00
City of Troy	\$ 132,727.00
City of Watervliet	\$ 22,503.00
<b>TOTAL</b>	<b>\$ 500,000.00</b>

### Estimated Expenses By Category

Consulting Services	\$ 3,242,500.00
Legal Services	\$ 60,000.00
Travel	\$ 2,500.00
Equipment	\$ 2,500.00
Material and Supplies	\$ 2,500.00
Administration	\$ 230,000.00
Public Participation (CDRPC)*	\$ 40,000.00
<b>TOTAL</b>	<b>\$ 3,580,000.00</b>

### Estimated Expenses By Organization

CHA-Malcolm Pirnie and Subcontractors	\$ 3,242,500.00
MacNamee, Lochner, Titus & Williams P.C.	\$ 60,000.00
CDRPC	\$ 277,500.00
<b>TOTAL</b>	<b>\$ 3,580,000.00</b>

\*Clough, Harbour will provide consulting services for the Public Participation Plan that are not included in this amount

## MEMORANDUM (#06-04)

**To:** Commissioners

**From:** Rocky Ferraro, Executive Director

**Date:** January 10, 2006

**Re:** 2005: The Year in Review; 2006: The Year Ahead

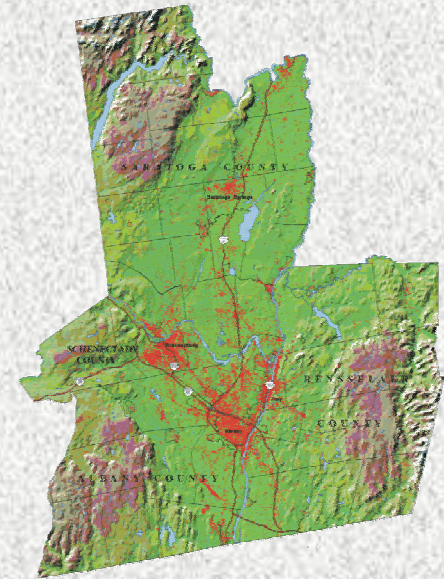
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There will be a Power Point presentation outlining the Commission's accomplishments during 2005 and the anticipated work program for 2006 in line with CDRPC's Mission:

*The Capital District Regional Planning Commission (CDRPC) is a regional planning and resource center serving Albany, Rensselaer, Saratoga, and Schenectady counties. CDRPC provides objective analysis of data, trends, opportunities, and challenges relevant to the Region's economic development and planning communities. CDRPC serves the best interests of the public and private sectors by promoting intergovernmental cooperation; communicating, collaborating, and facilitating regional initiatives; and sharing information and fostering dialogues on solutions to regional problems.*

# Capital District Regional Planning Commission

## 2005: The Year in Review



Presentation by  
Rocco A. Ferraro, AICP, Executive Director  
Capital District Regional Planning Commission



# CDRPC Commissioners

## Albany County

Betty J. Barnette  
Willard A. Bruce  
Henry E. Dennis, Jr.  
John Graziano, Jr., *Secretary*  
Lucille M. McKnight

## Rensselaer County

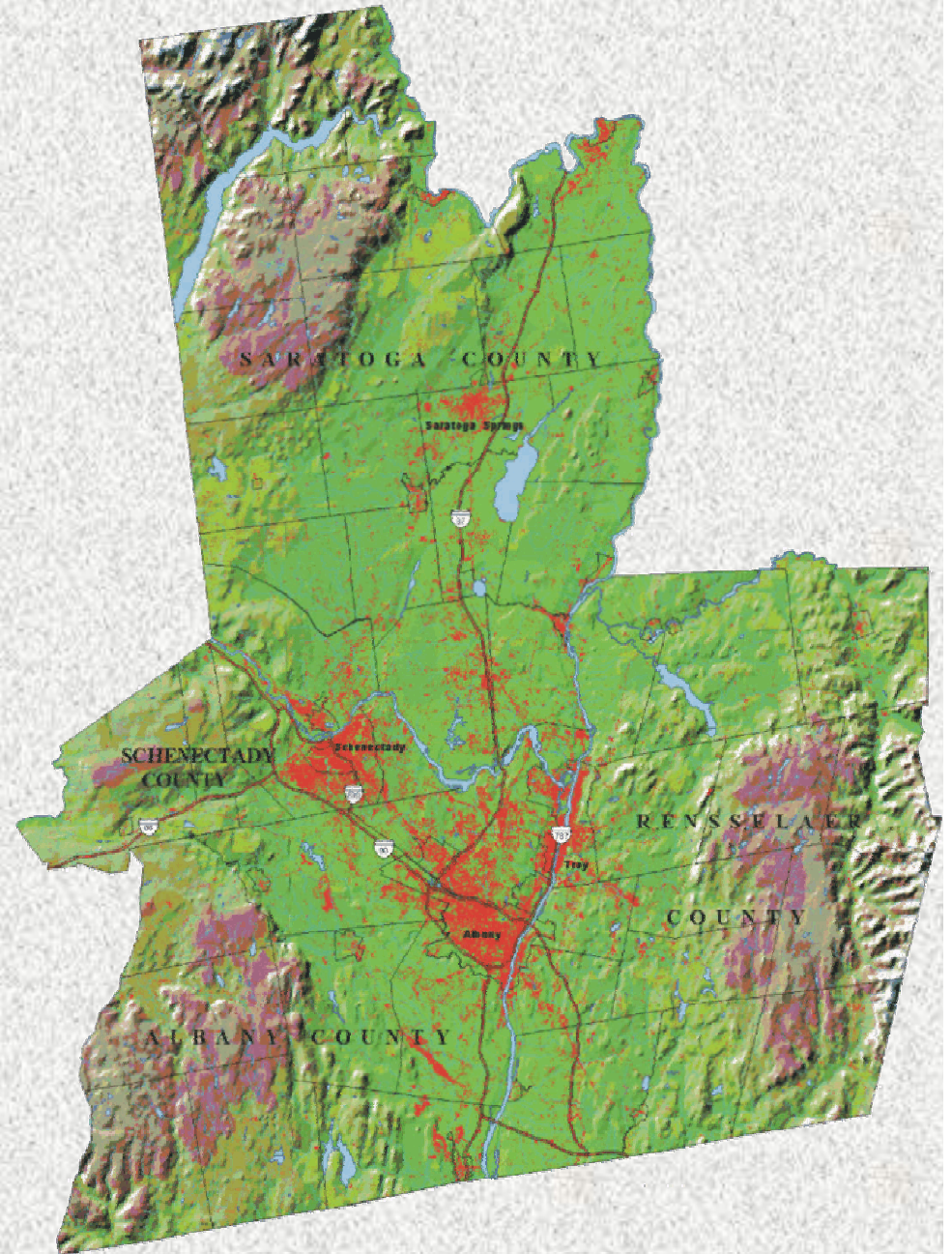
Stan Brownell  
Jayne Regan Harris  
Edward Patanian  
James D. Shaughnessy  
Mike Stammel, *Treasurer*

## Saratoga County

Fred Acunto, *Chair*  
Philip Barrett  
J. Christopher Callaghan  
Spencer Hellwig III  
John Murray

## Schenectady County

Raymond Gillen  
Gary Hughes, *Vice Chair*  
Barbara Mauro  
Michael Petta  
David Vincent





# CDRPC's Mission

The Capital District Regional Planning Commission (CDRPC) is a regional planning and resource center serving Albany, Rensselaer, Saratoga, and Schenectady counties. CDRPC provides objective analysis of data, trends, opportunities, and challenges relevant to the Region's economic development and planning communities. CDRPC serves the best interests of the public and private sectors by promoting intergovernmental cooperation; communicating, collaborating, and facilitating regional initiatives; and sharing information and fostering dialogues on solutions to regional problems.



# Administration

- **Prepared & Published 2004 Annual Report**
- **Submitted Quarterly Billings to All Contracting Agencies**
- **Held First Annual Retreat in October**
- **Established a Separate Chart of Accounts for the CSO Project**

# Data Services

- **Redesigned CDRPC's Web Site**
- **Hosted Nearly 177,000 Visitors to CDRPC's Web Site, a 24% Increase from 2004.**
- **Responded to Over 1,000 Data Requests**
- **Published Six Issues of *Capital District Data***
- **Established the Regional Homeless Management Information System (HMIS) with CARES, Inc.**
- **Prepared and Hosted a Land Use Training Workshop**
- **Prepared School Enrollment Projections for Averill Park, Ballston Spa, Brunswick, East Greenbush, Schodack, and Shenendehowa School Districts**



# Transportation

- **Prepared Age Cohort Projections to 2040 by MCD**
- **Partnered with CDTC on the Quality Region Initiative for the New Visions 2030 Long-Range Plan**
  - Prepared Three Issue Papers:**
    - **Larger-Than-Regional Policy Issues Paper**
    - **Effects of Alternative Growth & Development Scenarios**
    - **Application Criteria for Linkage Program**
- **Prepared a Series of Maps Using the Regional GIS for CDTA's Regional Development Plan Initiative**
- **Prepared a Transit Propensity Index for CDTA**



# **Economic Development**

- **Prepared a Preapplication on for the Harriman Business Technology Centre & Incubator for an EDA Grant Public Works Grant**
- **Prepared Economic Impact Estimates for development of the University at Albany's East Campus in Rensselaer County, the NYISO Consolidation in Rensselaer County, Skidmore College, the College of St. Rose, and Hudson Valley Community College**
- **Promoted Foreign-Trade Zone Benefits for the Stone Management warehouse in the City of Watervliet, the Saratoga County Technology + Energy Park, and Protective Industrial Products in Albany County**



# **Water Quality**

- **Facilitated the Efforts Associated with the Preparation of a Long-Term Control Plan to Address Combined Sewer Overflows on Behalf of the Albany Pool Communities**
  - **Coordinated Monthly Technical Advisory Committee Meetings**
  - **Selected the Consultant Team to Prepare the LTCP**
  - **Established Municipal Cooperative Agreements for Part A**
  - **Assisted in Renewing the Six Communities' SPDES Permits**
  - **Held Project Kick-Off Meeting in October**
- **Reviewed All MS4 Communities' Annual Reports**
- **Assisted in the Preparation of a Stormwater Guidance Manual and Critical Path Documents**
- **Provided Technical Assistance to the Counties and Communities Required to Meet MS4 Requirements**



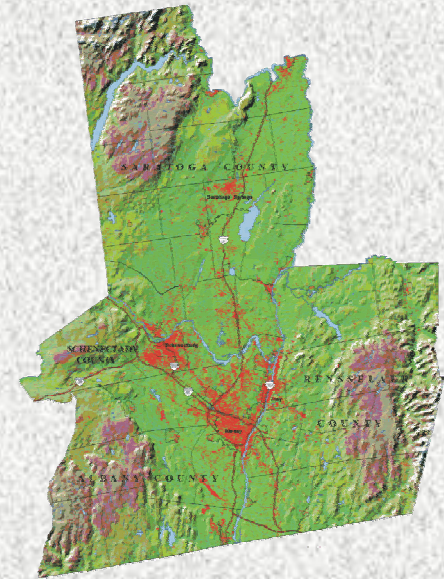
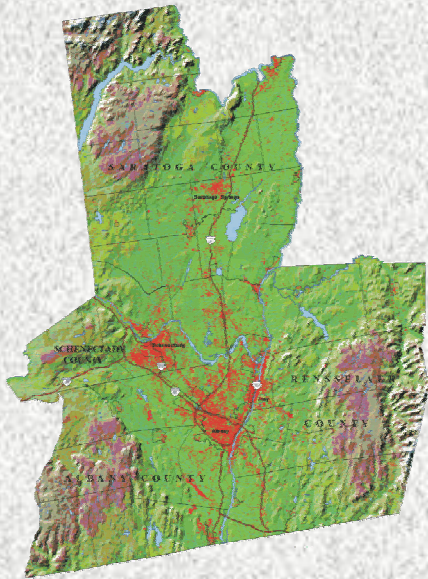
# Capital District Youth Center, Inc.

- **Prepared 2004 Reconciliation Statements and Distributed Refund Checks to Counties**
- **Experienced 86.8% Occupancy at the 24-Bed Detention Facility**
- **Prepared Facility Visitation Policy Requirements**
- **Converted Accounting from Cash to Modified Cash (i.e., semi-accrual) Basis**



# Capital District Regional Planning Commission

## 2006: The Year Ahead



Presentation by  
Rocco A. Ferraro, AICP, Executive Director  
Capital District Regional Planning Commission



# Primary Program Categories

- **Regional Information System**
- **Quality Regions Initiative**
- **Economic Development**
- **Water Quality**
- **Human Resources & Criminal Justice**
- **Technical Support Services**

# Regional Data Center

- **Maintain Data Library**
  - **Demographic Data from Census Bureau & the American Community Survey**
  - **Economic Data**
  - **U.S. & N.Y.S. Labor Department Data Sets**
  - **CDRPC's Web Site**
- **Publish 6 Issues of *Capital District Data* Newsletter**
- **Geographic Information System — Maintain & Update**
- **Respond to Data Requests & Special Data Queries**
- **Hold Land Use Workshops**
- **2010 Census Demonstration Program**



# Quality Regions Initiative

**Contracting Agency: Capital District Transportation Committee**

- **Projections**

- **Prepare Employment Projections by Traffic Analysis Zone**

- **New Visions 2030**

- **Quality Region Task Force**

- **Assist in the Preparation of the Final Plan Document Incorporating Technical Reports; Solicit Public Comments & Feedback**

- **Support Linkage Study Advisory Committees**

- ❖ **Town of Malta Route 9 Corridor Study**

- ❖ **Fuller Road**

- ❖ **Etc.: See TMF**



# Economic Development

**Contracting Agency: Economic Development Administration**

- **Foreign-Trade Zone #121 at Albany, New York**
  - **Designate Seaboard Trade Centers as Zone Administrator**
- **Data Set Development & Trend Analysis**
- **Web Site Maintenance**
- **Regional & County Impact Modeling for Specific Projects**



# Water Quality

**Contracting Agency: NYS Dept. of Environmental Conservation**

- **MS4 Watershed Regulation Requirements**

- **Hold Training Workshops**
- **Maintain Resource Library on Web Site**
- **GIS Field Input/Mapping**
- **Review Annual MS4 Reports**
- **Support Conforming Code Development**
- **Water Quality Coordinating Committees**



# Combined Sewer Overflow Long-Term Control Plan

## **Contracting Agencies:**

NYS Department of Environmental Conservation  
U.S. Environmental Protection Agency

- **Project Management 2005 Focus**
  - **Completion/Approval of Part A Study**
    - ❖ **Cost Allocation Plan**
    - ❖ **Public Participation Plan/Strategy**
    - ❖ **Scope of Work for Part B**

# Regional Juvenile Secure Detention Facility

**Contracting Agency: CDYCI, Inc.**

- **Administration/Management of the 24-Bed Capital District Juvenile Secure Detention Facility**
  - **Renew Operator's Agreement with Berkshire Farm**
  - **Review Financial Operations for Possible Modification**
  - **Finalize County Agreements**



# Technical Support Services

- **Mapping Support Services for CDTA**
- **School Enrollment Projections**
- **Homeless Management Information System — CARES**
- **Project Management of the Fiscal Analysis of Alternative Growth Patterns — CEG**
- **Serve on County & Regional Advisory Committees**

# CDRPC Staff

**Rocco A. Ferraro, AICP**

**Executive Director**

**David Lang Wardle, AICP**

**Director of Information Services**

**Todd M. Fabozzi**

**Program Manager/GIS**

**Leif C. Engstrom**

**Program Manager**

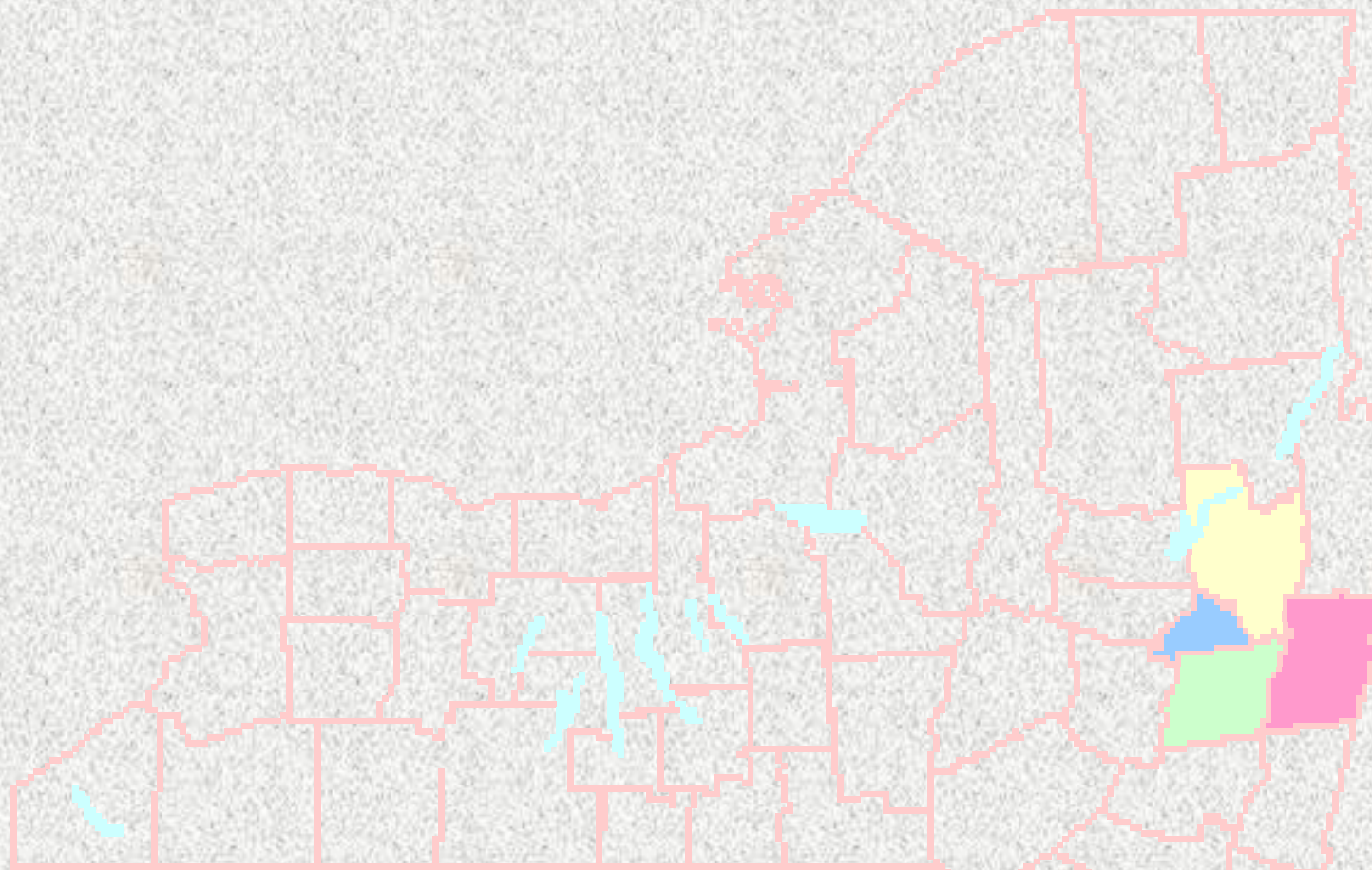
**Donna M. Dillenbeck**

**Office Manager**

**Deborah A. Shannon**

**Planning Intern**





## **Capital District Regional Planning Commission**

**One Park Place, Suite 102, Albany, New York 12205**

**518-453-0850 Fax 453-0856 [cdrpc@cdrpc.org](mailto:cdrpc@cdrpc.org) <http://cdrpc.org>**



# ***CAPITAL DISTRICT REGIONAL PLANNING COMMISSION***

## **STAFF ACTIVITY REPORT December 5, 2005 to January 8, 2006**

### **A. ADMINISTRATION**

1. The 604(b), UPWP, EDA, HMIS, and CDTA 2005 Q4 billings have been prepared and submitted.
2. A new computer was purchased and installed for the office manager.
3. Discussions have taken place with Seaboard Trade Centers, Inc. to establish a Foreign Trade Zone Administrator's agreement between them and CDRPC (See memo 06-02).

### **B. REGIONAL PLANNING**

#### **INFORMATION SYSTEM AND DATA SERVICES:**

1. The staff responded to approximately 75 data requests during the reporting period. In addition, CDRPC's Web site had 14,417 visitors in December 2005, an 8.0% increase from December 2004. For 2005, there were a total of 176,728 visitors to the Commission's web site, up 24.0% from 2004.
2. The staff continues to update and maintain its GIS, and to provide GIS products and services to local governments, agencies and citizens on request.
3. The staff continues to process, analyze, and disseminate Census 2000 data and data released by the U.S. and N.Y.S. Departments of Labor. In addition, the latest migration data available from the Internal Revenue Service has been posted. The information is posted on the web site on an ongoing basis.

#### **COMPREHENSIVE PLANNING AND TECHNICAL ASSISTANCE**

1. The Staff has continued work on the 604b water quality program. Staff continues to participate in county water quality coordinating committee activities, MS4 committee activities, and to provide technical support to the counties and local communities. Staff is also assisting NYSDEC in reviewing the MS4 annual reports submitted by each of the communities.
2. Staff continues to work with the Combined Sewer Overflow technical advisory committee, which consists of representatives from the Albany Water Board, the cities of Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island, as well as the Albany and Rensselaer county sewer districts. See Memo 06-03 for the most recent update of activities.

## ***CAPITAL DISTRICT REGIONAL PLANNING COMMISSION***

3. The staff continues to participate on CDTC's Planning Committee and the Quality Region Initiative Taskforce.
4. Staff has continued participation in the town of Malta Rt. 9 Corridor Linkage Study Advisory Committee. The study is funded through a CDTC grant.
5. Staff has begun work on a series of bus-route maps as part of an additional GIS services contract with CDTA.
6. CDRPC has reviewed the Foothold HMIS record-level data for consistency and accuracy and ran a series of test queries for future use in compiling descriptive statistics on the Region's homeless population. This is part of the technical assistance and support services CDRPC is providing to CARES, Inc. as they implement HUD's Homeless Management Information System in the four counties in the Capital Region.
7. CDRPC has completed the enrollment projections for the Ballston Spa and Brunswick School Districts.
8. Staff has begun work on an Empire State Development pilot project documenting information sources to help ensure a more accurate regional and statewide population count in the 2010 Census. Letters have been sent to each of the minor civil divisions in the region requesting information on their residential building reporting procedures.

### **HUMAN RESOURCES & CRIMINAL JUSTICE**

1. The Juvenile Detention facility utilization rate was 82.5% in December 2005. Overall usage for 2005 was 86.8%, down slightly from 87.1% in 2004.
2. Discussions are continuing with Albany County regarding proposed changes to the County Agreement that outline the responsibilities of the Contractor (CDYCI) and the counties referring individuals to the facility.
3. CDYCI investigated options to address insurance needs at the juvenile detention facility. Presently insurance is provided through Berkshire Farms.
4. 2006 per diem rates were established and letters sent to each of the User counties informing them of the new per diem rate at the Juvenile Detention facility. The new rate is \$333.05 for the contracting counties and \$343.05 for the noncontracting counties.

### **ECONOMIC DEVELOPMENT**

1. Data files continue to be updated and spreadsheets prepared on a monthly basis for public distribution, including Employment/Unemployment and CPI/PPI data. In addition, CDRPC continually maintains and enhances its Web site on an ongoing basis to include new and updated materials as they are prepared.
2. New economic impact estimates were prepared for Hudson Valley Community College.



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3. The September/October issue of *Capital District Data* with the new age cohort projections was published.
4. An application to the Foreign-Trade Zones Board for minor modification of FTZ boundaries in Northeast Industrial Park was completed and submitted.

### **C. MEETINGS AND CONTACTS**

- 12/5/05 Engstrom: Meeting with VersaTrans representative regarding Shenendehowa School District projections.
- 12/5/05 Ferraro: Saratoga Workforce Housing Partnership meeting.
- 12/5/05 Ferraro: Community Foundation for the Capital Region meeting.
- 12/7/05 Engstrom: Meetings with representatives from Brunswick, Pittstown, and Grafton.
- 12/7/05 Ferraro: Canal Recreationway Commission meeting.
- 12/7/05 Fabozzi: CDTC Planning Committee meeting.
- 12/8/05 Ferraro: Albany County Department of Social Services Advisory Council meeting.
- 12/13/05 Ferraro: Business Higher Education Roundtable of the Capital Region Tech Valley Forum.
- 12/14/05 Fabozzi: Open house/GIS seminar at Fountains Spatial (formerly Applied GIS).
- 12/15/05 Fabozzi: Albany County Water Quality Coordinating Committee meeting.
- 12/19/05 Ferraro: NYSARC Executive Director's meeting in Syracuse.
- 12/22/05 Fabozzi: Meeting with CDTA staff regarding new transit mapping project.
- 12/22/05 Ferraro & Wardle: Meeting with Seaboard Trade representatives regarding the Seaboard contract for administration of Foreign-Trade Zone #121.
- 12/22/05 Ferraro: Mtg. with Albany County to discuss CDYCI County Agreement.
- 1/04/06 Fabozzi: Schenectady County Water Quality Coordinating Committee meeting.
- 1/05/06 Engstrom: Presentation of enrollment projections to Brunswick Board of Education.
- 1/06/06 Fabozzi: CDTA Transit Development Plan committee meeting.