



CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

ONE PARK PLACE, SUITE 102, ALBANY, NY 12205

TEL: 518/453-0850

FAX: 518/453-0856

WEB SITE AT <http://cdrpc.org>

E-MAIL: cdrpc@cdrpc.org

FTZ #121

2009 Officers

Chair

Mike Stammel

Vice Chair

Phillip Barrett

Secretary

Barbara Mauro

Treasurer

Willard Bruce

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John Graziano, Jr.
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Lucille M. McKnight
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Fred Acunto
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Jason Kemper
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Paul Sausville

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Todd M. Fabozzi

Program Manager

Leif C. Engstrom, AICP

Assistant Planner

Deborah A. Shannon

Office Manager

Donna M. Reinhart

Planning Intern

Joanna H. King

COMMISSION MEETING

8:30 am, Wednesday, July 15th, 2009

CDRPC Office

One Park Place

Albany, New York

453-0850

AGENDA

1. Welcome/Introduction of Guests
2. May 20, 2009 Meeting Minutes*
3. Financial Statement through June 30, 2009 (Memo 09-13)*
4. 2008 Audit Report, Presentation by The Bonadio Group (Memo 09-14)*
5. 2010 Proposed Preliminary Budget (Memo 09-15)*
6. Foreign Trade Zone- Approval of FTZ #121A Grantee/Operator Agreement (Memo 09-16)*
7. Combined Sewer Overflow Long Term Control Plan Update (Memo 09-17)
8. Staff Activity Report
9. Other Business
10. Next Meeting Date/Time: October 21, 2010 @ 8:30 AM

*Requires Formal Board Action

COMMISSION MEETING

May 20, 2009

CDRPC Conference Room

One Park Place, Suite 102

Albany, New York 12205

MINUTES

PRESENT: Willard Bruce, John Graziano, Henry Dennis, Michael Whalen, Judy Breselor, Philip Barrett, Jason Kemper, John Murray, Paul Sausville, Robert Godlewski, Barbara Mauro, David Vincent

ABSENT: Lucille McKnight, Stan Brownell, Leon Fiacco, James Shaugnessy, Michael Stammel, Fred Acunto, Gary Hughes, Michael Petta

PRESIDING: Philip Barrett, Vice Chair, called the meeting to order at 8:30 am.

1. Welcome/Introduction of Guests

Phil Barrett introduced Paul Sausville as a new Commissioner representing Saratoga County.

2. March 18, 2009 Meeting Minutes

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

Action Taken

Bob Godlewski made a motion to approve the minutes, and Bill Bruce seconded. The minutes were approved unanimously.

3. Financial Statement through April 30, 2009

The financial statement reflects activities through April 30, 2009. The revenues are at 35% and the expenses are at 31%. There is approximately \$71,500 cash in the bank and outstanding receivables totaling just over \$130,500. There are also five Certificates of Deposit totaling \$135,102.49.

The first quarter invoices were sent out to the appropriate billing agencies the first week in April.

The auditor, Bonadio & Co has started the 2008 Audit and a report will be presented to the Board at the July meeting.

Action Taken

John Graziano made a motion to approve the Financial Statement and John Murray seconded. The motion was approved unanimously.

4. Foreign Trade Zone – Conceptual Application Approval

A copy of the new Zone Schedule for FTZ # 121 was distributed before the meeting for review. The Foreign Trade Zone Board requires that each Grantee prepare and maintain a Zone Schedule containing internal rules and regulations for the Zone and a statement of the rates and charges applicable to zone users. A new Zone Tariff with rates and charges was adopted at the December 2008 Commission meeting. To complete the preparation of a new, up-to-date Zone Schedule, the Commission retained Mr. David Ostheimer, a NYC attorney specializing in FTZ law and regulations.

The proposed new Zone Schedule cites and repeats the various laws and regulations under which CDRPC must operate as Grantee of Foreign-Trade Zone #121, as well as providing the Zone Tariff and location maps.

The Major Modification Application will be submitted to the Foreign Trade Zone Board based on the new guidelines, which will allow companies in the Capital Region interested in locating in the FTZ an easier process.

Rocky is seeking Board approval of the Zone Schedule and to submit the major modification application to the Foreign-Trade Zone Board.

Bob Godlewski inquired about the Navy Depot in Glenville and why it was not included in the application. Since there were no prospects at this time to take advantage of the FTZ, the Navy Depot was not interested in creating a magnet site at this time. If the Navy Depot wants to be added as a user driven site at a later date, the individual users within the Depot can be added. A minor modification application will then have to be submitted to the FTZ Board, with approval expected within 30-45 days.

John Graziano inquired about the status of CDTS. CDTS is paying \$1,000 per month for a 12 month period in order to pay off the \$13,000 that is owed. We have received one payment from CDTS.

Action Taken

Michael Whalen made a motion to authorize Rocky to submit the new Zone Schedule and the major modification application to the Foreign-Trade Board. Barbara Mauro seconded. The motion was approved unanimously.

5. CDYCI Status Report – Change in Per Diem Rate Structure

Due to the sudden decrease in utilization rates, a per diem rate adjustment was recently approved by the Capital District Youth Center, Inc Board. The new per diem rates have gone up to \$499.63 for contracting counties (from \$374.69) and \$509.63 (from \$384.69) for non-contracting counties. Utilization rates are at 45 -50%, not the 85% that was originally budgeted for. The utilization rate has significantly gone down since November 2008 and has continued to do so.

In response to the unanticipated drop in utilization rates, the CDYCI Board has had to reduce the operations budget to maintain staffing requirements and operate as a 16 bed facility instead of the original 24 beds. The Board also had to utilize \$212,000 from the fund balance and apply it to the deficit. However, even with cost cutting measures and an increased per diem rate, a deficit of \$165,000 is projected if utilization rates remain at 50% for the remainder of 2009.

The Board will be monitoring activity on a monthly basis to determine if any further adjustments may be necessary during 2009.

6. Tech Valley Futures

Tech Valley Futures is the culmination of a collaborative planning process that was launched in 2007. The Tech Valley Forum brought together representatives from a cross-section of the Region. The purpose of the forum was to identify and define mechanisms that would connect high-tech growth and community well-being.

On Friday, May 29th at Hudson Valley Community College, Tech Valley Futures will present a one day forum to discuss the findings of the four task forces and to host a career pathways trade show that will facilitate individual conversations between attendees, employers, educators, workforce development providers and the trades. The forum will be led by Judith Saidel, Executive Director of The Center for Women in Government & Civil Society.

The report, *Tech Valley Trends – a Basic for Civic Change*, will be released at the May 29th meeting by the Metrics Task Force. CDRPC is the prime author of the report and is continuing to take the lead role on this initiative.

7. Combined Sewer Overflow Long Term Control Plan Update

The results of the Hudson Valley River water quality assessment have been presented to the Citizen Advisory Committee, the Technical Committee and DEC. Once DEC has approved the Receiving Water Quality Assessment Report, it will be made public and posted on CDRPC website.

The next Technical Committee meeting is scheduled for June 4 to discuss possible additional sampling studies of the Hudson River tributaries.

8. Staff Activity Report

There is a Planning & Zoning Workshop scheduled for Thursday, June 4, 2008 at Hudson Valley Community College.

9. Other Business

There was no other business at this time.

10. Next Meeting Date

The next Commission meeting will be held July 15, 2009 at 8:30am.

Adjournment

Henry Dennis made a motion to adjourn the meeting and Mike Whalen seconded. The motion was approved unanimously.

Respectfully submitted,

Barbara Mauro

Barbara Mauro,
Secretary



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MEMORANDUM (#09-13)

To: Commissioners
From: Rocky Ferraro, Executive Director
Date: July 8, 2009
Re: Monthly Financial Statement

Enclosed for your review and approval are the current financial statements through June 2009. Through the first six months of the fiscal year, revenues are at 50.1% of the budgeted amount and expenses are at 47.5%.

Second quarter invoices were sent to the appropriate billing agencies for the CDYCI, Combined Sewer Overflow, Water Quality, and the UPWP (Transportation) work programs.

As noted on the Statement of Financial Condition, on June 30th we had approximately \$2500 cash in the bank and outstanding receivables totaling just over \$176,200. We also have five Certificates of Deposit as noted on the table below:

CD #	Value	Expires
411796	\$ 21,282.67	July 30, 2009
605899	\$ 30,000.00	November 12, 2009
000216	\$ 32,158.58	December 10, 2009
409598	\$ 30,601.86	January 13, 2010
000224	\$ 21,059.38	April 17, 2010
Total: \$135,102.49		

CDRPC 2009 Income Statement

Account	Budget	Mar 09	Apr 09	May 09	Jun 09	Year-to-Date	Balance	YTD %
2009 REVENUE								
R2390.1 Albany County	\$ 84,663.00	\$ -	\$ -	\$ -	\$ -	\$ 42,331.50	\$ 42,331.50	50.0%
R2390.2 Rensselaer County	43,842.00	-	-	-	-	21,921.00	21,921.00	50.0%
R2390.3 Saratoga County	57,666.00	-	14,416.50	-	-	28,833.00	28,833.00	50.0%
R2390.4 Schenectady County	42,123.00	-	10,530.75	-	-	21,061.50	21,061.50	50.0%
R2401.0 Interest & Earnings	1,500.00	30.46	25.43	27.51	-	314.69	1,185.31	21.0%
R2770.1 Miscellaneous	100.00	-	-	-	-	-	100.00	0.0%
R2770.3 Contractual Services	30,000.00	320.45	-	3,250.00	8,820.45	12,390.90	17,609.10	41.3%
R2770.4 FTZ#121	20,000.00	-	-	-	-	17,000.00	3,000.00	85.0%
R2770.5 Conferences	6,000.00	-	-	540.00	3,910.00	4,480.00	1,520.00	74.7%
R2770.6 CDYCI	75,000.00	18,750.00	-	-	18,750.00	37,500.00	37,500.00	50.0%
R3900.3 Empire State Dev.	15,000.00	7,446.42	-	-	-	7,446.42	7,553.58	49.6%
R3900.4 Other NYS Aid (NYSERDA)	17,000.00	685.62	-	-	-	685.62	16,314.38	4.0%
R3900.6 EFC CSO Grant	98,000.00	18,156.60	-	-	31,026.99	49,183.59	48,816.41	50.2%
R4000.1 Fed. Reg. Aviation	-	-	-	-	-	-	-	-
R4000.2 EDA	60,000.00	5,007.18	-	-	-	30,000.00	30,000.00	50.0%
R4000.3 Water Quality	50,000.00	16,432.99	-	-	16,097.05	32,530.04	17,469.96	65.1%
R4000.4 UPWP	100,000.00	22,176.84	-	-	22,977.84	45,154.68	54,845.32	45.2%
R4000.5 Other Federal Aid (HUD)	-	-	-	-	-	-	-	-
R4000.6 EPA CSO Grant	-	-	-	-	-	-	-	-
Gross Revenue	\$ 700,894.00	\$ 89,006.56	\$ 24,972.68	\$ 3,817.51	\$ 101,582.33	\$ 350,832.94	\$ 350,061.06	50.1%
2009 EXPENSE								
E.1010 Salaries	\$ 385,000.00	\$ 31,742.40	\$ 31,742.40	\$ 31,742.40	\$ 31,528.51	\$ 193,490.51	\$ 191,509.49	50.3%
E.1030 Temporary Services	16,000.00	816.00	846.00	1,128.00	1,452.00	5,790.00	10,210.00	36.2%
E.2010 Office Equipment	6,000.00	169.00	858.14	169.00	298.60	1,956.54	4,043.46	32.6%
E.2020 Furniture & Furnishings	1,500.00	-	-	-	-	-	1,500.00	0.0%
E.4020 Workshops & Conferences	6,000.00	-	-	-	5,167.00	5,167.00	833.00	86.1%
E.4030 Consultant Services	11,000.00	-	-	2,387.25	4,712.75	9,014.63	1,985.37	82.0%
E.4040 Agency Memberships	6,000.00	-	-	2,000.00	-	4,135.00	1,865.00	68.9%
E.4051 Computer Supplies/Software	5,500.00	129.32	64.60	43.19	(20.00)	3,806.96	1,693.04	69.2%
E.4055 Data Purchases	500.00	-	-	-	-	-	500.00	0.0%
E.4060 Equipment Maintenance	2,000.00	-	-	226.70	-	801.60	1,198.40	40.1%
E.4070 Office Supplies	3,500.00	188.63	101.25	253.97	532.89	1,293.46	2,206.54	37.0%
E.4080 Books & Journals	1,000.00	43.92	-	88.00	-	216.92	783.08	21.7%
E.4090 Printing & Publishing	7,500.00	-	502.26	1,850.28	655.72	3,008.26	4,491.74	40.1%
E.4110 Rent	67,000.00	4,882.32	6,416.16	4,454.16	7,044.08	36,159.20	30,840.80	54.0%
E.4120 Telephone	3,500.00	258.97	244.80	272.21	268.18	1,383.95	2,116.05	39.5%
E.4121 Internet	3,200.00	139.95	154.90	269.85	166.90	1,128.41	2,071.59	35.3%
E.4130 Travel	11,000.00	145.00	524.19	2,091.98	655.55	3,416.72	7,583.28	31.1%
E.4140 Equipment Repairs	500.00	-	-	-	-	-	500.00	0.0%
E.4150 Postage	3,300.00	560.00	508.85	160.00	160.00	1,764.07	1,535.93	53.5%
E.4160 Miscellaneous	1,094.00	72.48	255.99	463.12	267.65	1,283.39	(189.39)	117.3%
E.4170 Payroll Services	1,700.00	138.06	131.06	131.06	131.06	878.00	822.00	51.6%
E.4190 Contingent Fund	3,000.00	-	-	-	-	-	3,000.00	0.0%
E.4200 Insurance-General	1,600.00	-	-	-	-	1,234.84	365.16	77.2%
E.8010 NYS Retirement	36,000.00	-	-	-	-	-	36,000.00	0.0%
E.8030 FICA	31,000.00	2,543.31	2,545.59	2,567.16	2,576.08	15,508.35	15,491.65	50.0%
E.8040 Ins.-Worker's Comp. & Dis.	3,000.00	-	170.00	-	-	1,809.98	1,190.02	60.3%
E.8050 Ins.-Health	80,000.00	3,908.19	5,297.73	5,297.73	5,339.83	37,975.53	42,024.47	47.5%
E.8060 Ins.-Unemployment	1,500.00	31.64	109.39	23.70	30.50	1,120.61	379.39	74.7%
E.8070 Prof. Memberships	1,000.00	-	200.00	200.00	-	450.00	550.00	45.0%
E.8080 Continuing Education	1,000.00	-	-	-	-	-	1,000.00	0.0%
Gross Expenses	\$ 700,894.00	\$ 45,769.19	\$ 50,673.31	\$ 55,819.76	\$ 60,967.30	\$ 332,793.93	\$ 368,100.07	47.5%
Net Operating Income	\$ -	\$ 43,237.37	\$ (25,700.63)	\$ (52,002.25)	\$ 40,615.03	\$ 18,039.01		
A909 Fund Balance-Unreserved	-	-	-	-	-	-	-	-
Net Income	\$ -	\$ 43,237.37	\$ (25,700.63)	\$ (52,002.25)	\$ 40,615.03	\$ 18,039.01		

Capital District Regional Planning Commission

GENERAL FUND

Statement of Financial Condition

June 30, 2009

Assets

Cash — Checking	\$	(5,466.18)
Cash — Money Market		7,960.30
Cash — PayPal Account		-
Cash — Certificates of Deposit		135,102.49
Petty Cash		200.00
Due from Private Persons/Organizations		57,053.56
Due from State & Federal Governments		85,101.88
Due from Other Governments		34,088.15
Prepaid Expenses		143.97
Carryover Revenue		-
<i>Sub-Total: Assets</i>	\$	<u>314,184.17</u>
Expenses — Year-to-Date		<u>332,793.93</u>

Total \$ 646,978.10

Liabilities & Fund Balance

Due to Other Governments	\$	-
Due to Private Persons/Organizations		-
Deferred Project Revenue		-
Fund Balance — Restricted		-
Fund Balance — Unrestricted		296,145.16
<i>Sub-Total: Liabilities & Fund Balance</i>	\$	<u>296,145.16</u>
Revenue — Year-to-Date	\$	<u>350,832.94</u>

Total \$ 646,978.10

Net Income (Loss) \$ 18,039.01



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MEMORANDUM (#09-14)

To: Commissioners
From: Rocky Ferraro, Executive Director
Date: July 8, 2009
Re: FY-2008 Audit Report

Enclosed for your review and approval is the FY-2008 Audit Report prepared by the accounting firm Bonadio & Co. LLP.

A representative from the firm will make a presentation and respond to Board questions about the audit findings at the Commission meeting.

Board action is requested to approve the 2008 Audit Report.



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MEMORANDUM (#09-15)

To: Commissioners

From: Rocky Ferraro, Executive Director

Date: July 8, 2009

Re: Proposed 2010 Preliminary Budget

Attached for your review and approval is the proposed 2010 Preliminary Budget. A final budget will be prepared for the December Commission meeting. The adoption of the Preliminary Budget will allow us to send out the Commission's request for next year's county contributions. The counties are preparing their FY 2010 budgets and need to receive our budget request for inclusion in their budget proposals.

Budget highlights include the following:

- Overall, the 2010 budget is 6.6% less than the 2009 budget.
- The amount requested from each county will remain unchanged from 2009. In fact, there has been no increase since 2004.
- The contractual services reflect anticipated work during 2010 primarily focused on the school enrollment projections.
- The activities with Empire State Development are related to the 2010 Census.
- CDRPC will continue to facilitate and coordinate the Combined Sewer Overflow project through 2010. It is anticipated that the Long Term Control Plan will be submitted to NYS DEC sometime during the first part of 2010; it is unknown what role CDRPC may play upon approval of the Control Plan after 2010. CDRPC maintains a separate set of financial records, including separate bank accounts, for the CSO project.

- We do not anticipate receiving revenue from NYSERDA for Wind Energy related activities in 2010.
- We will be receiving an additional \$10,000 for planning related activities from the Economic Development Administration.
- It is anticipated that we will see an increase in funding for our water quality activities in 2010.
- The overall salary line item and related line items (health insurance, retirement, and FICA) assumes that the vacant staff position will not be filled unless there are additional revenue opportunities. The proposed budget continues to allow for the hiring of a Graduate student intern.
- The health insurance line item assumes a 6% increase in health premium costs.
- The NYS Retirement line item assumes that the FY 2011 rate applied to projected salaries will be 11%. The FY 2010 rate that CDRPC will pay in December, 2009 based on the estimated bill recently received from the State Retirement System is 7.2%.
- There were minor increases/decreases to the remaining expense line items as noted.

CDRPC 2010 Proposed Preliminary Budget

Account	2009	2010 Proposed Budget	
	Actual Budget	Amount	Change
REVENUE			
R2390.1 Albany County	\$ 84,663.00	\$ 84,663.00	\$ -
R2390.2 Rensselaer County	43,842.00	43,842.00	-
R2390.3 Saratoga County	57,666.00	57,666.00	-
R2390.4 Schenectady County	42,123.00	42,123.00	-
R2401.0 Interest & Earnings	1,500.00	1,500.00	-
R2770.1 Miscellaneous	100.00	100.00	-
R2770.3 Contractual Services	30,000.00	20,000.00	(10,000.00)
R2770.4 FTZ#121	20,000.00	25,000.00	5,000.00
R2770.5 Conferences	6,000.00	10,000.00	4,000.00
R2770.6 CDYCI	75,000.00	75,000.00	-
R3900.3 Empire State Dev.	15,000.00	10,000.00	(5,000.00)
R3900.4 Other NYS Aid (NYSERDA)	17,000.00	-	(17,000.00)
R3900.6 CSO Grant	98,000.00	50,000.00	(48,000.00)
R4000.2 EDA	60,000.00	70,000.00	10,000.00
R4000.3 Water Quality	50,000.00	60,000.00	10,000.00
R4000.4 UPWP	100,000.00	105,000.00	5,000.00
Gross Revenue	\$ 700,894.00	\$ 654,894.00	\$ (46,000.00)
EXPENSE			
E.1010 Salaries	\$ 385,000.00	\$ 345,000.00	\$ (40,000.00)
E.1030 Intern	16,000.00	15,000.00	(1,000.00)
E.2010 Office Equipment	6,000.00	5,000.00	(1,000.00)
E.2020 Furniture & Furnishings	1,500.00	1,500.00	-
E.4020 Workshops & Conferences	6,000.00	10,000.00	4,000.00
E.4030 Consultant Services	11,000.00	11,000.00	-
E.4040 Agency Memberships	6,000.00	5,000.00	(1,000.00)
E.4051 Computer Supplies/Software	5,500.00	6,000.00	500.00
E.4055 Data Purchases	500.00	500.00	-
E.4060 Equipment Maintenance	2,000.00	2,000.00	-
E.4070 Office Supplies	3,500.00	3,500.00	-
E.4080 Books & Journals	1,000.00	1,000.00	-
E.4090 Printing & Publishing	7,500.00	7,000.00	(500.00)
E.4110 Rent	67,000.00	66,000.00	(1,000.00)
E.4120 Telephone	3,500.00	3,500.00	-
E.4121 Internet	3,200.00	3,000.00	(200.00)
E.4130 Travel	11,000.00	11,000.00	-
E.4140 Equipment Repairs	500.00	500.00	-
E.4150 Postage	3,300.00	4,000.00	700.00
E.4160 Miscellaneous	1,094.00	1,594.00	500.00
E.4170 Payroll Services	1,700.00	1,800.00	100.00
E.4190 Contingent Fund	3,000.00	2,000.00	(1,000.00)
E.4200 Insurance-General	1,600.00	1,500.00	(100.00)
E.8010 NYS Retirement	36,000.00	38,000.00	2,000.00
E.8030 FICA	31,000.00	28,000.00	(3,000.00)
E.8040 Ins.-Worker's Comp. & Dis.	3,000.00	3,000.00	-
E.8050 Ins.-Health	80,000.00	75,000.00	(5,000.00)
E.8060 Ins.-Unemployment	1,500.00	1,500.00	-
E.8070 Prof. Memberships	1,000.00	1,000.00	-
E.8080 Continuing Education	1,000.00	1,000.00	-
Gross Expenses	\$ 700,894.00	\$ 654,894.00	\$ (46,000.00)
Net Operating Income	\$ -	\$ -	\$ -
A825 Fund Balance-Reserved			-
A909 Fund Balance-Unreserved			-
Net Income	\$ -	\$ -	\$ -



CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

FTZ #121

ONE PARK PLACE, SUITE 102, ALBANY, NY 12205

TEL: 518/453-0850

FAX: 518/453-0856

WEB SITE AT <http://cdrpc.org>

E-MAIL: cdrpc@cdrpc.org

2009 Officers

Chair
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Vice Chair
Philip Barrett

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Deborah A. Shannon

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Planning Intern
Joanna H. King

MEMORANDUM (#09-16)

To: Commissioners
From: Rocky Ferraro, Executive Director
Date: July 8, 2009
Re: FTZ Subzone #121A Grantee/Operator Agreement & Major Modification Application Status

FTZ Subzone #121A Grantee/Operator Agreement

The existing Grantee/Operator Agreement between CDRPC and AMRI (formerly, in reverse order, Organichem, Nycomed, & Sanofi-Winthrop) has a 15 year term and will expire on 20 Jul 09. A revised Agreement has been prepared which covers a five-year extension and increases CDRPC's annual fee to \$12,500, in line with the Commission's current Zone Tariff. There were no material changes made in the original Agreement, which is attached.

Action is requested by the Board to authorize the Executive Director to sign the new Agreement.

FTZ #121 Major Modification Application

Commission staff are continuing to complete the various parts of the major modification Application to the Foreign-Trade Zones Board and hope to have a Draft submitted to the Foreign-Trade Zones Board by the end of the month.

AGREEMENT
between the
CAPITAL DISTRICT REGIONAL PLANNING COMMISSION
and
AMRI RENSSELAER, INC.

This Agreement is made the 20th day of July, 2009 between the CAPITAL DISTRICT REGIONAL PLANNING COMMISSION, a public corporation of the State of New York with its principal office located at One Park Place, Suite 102, Albany, New York 12205 (hereinafter referred to as the GRANTEE), and AMRI RENSSELAER, INC., a Delaware corporation, with an office located at 33 Riverside Avenue, Rensselaer, New York 12144 (hereinafter referred to as the OPERATOR).

WITNESSETH

WHEREAS, the GRANTEE has been designated by the United States Foreign-Trade Zones Board (hereinafter referred to as the BOARD) as GRANTEE of Foreign-Trade Zone No. 121 in Albany, New York, pursuant to BOARD Order No. 307, dated July 18, 1985, and published on July 31, 1985 at 50 Federal Register 30986; and

WHEREAS, the GRANTEE shall apply for a Grant of Authority from the BOARD to establish, operate, and maintain a foreign-trade subzone (hereinafter referred to as the SUBZONE) at the site described in Exhibit A, attached hereto; and

WHEREAS, the GRANTEE deems it appropriate to limit its participation in the everyday operations of the SUBZONE and to place the operation of the SUBZONE under the supervision of the OPERATOR; and

WHEREAS, the OPERATOR, upon the terms and conditions herein set forth, desires to undertake the development and exclusive operational management of foreign-trade subzone activities at the SUBZONE herein described in accordance with the standards of operation required by the United States Customs Service (hereinafter referred to as CUSTOMS) and the BOARD;

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained and promises herein expressed, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. AUTHORITY GRANTED/ACCEPTED

1.1. Authority Granted. The GRANTEE grants the OPERATOR the exclusive authority to utilize the SUBZONE as a foreign-trade subzone subject to the terms, conditions, agreements, and restrictions herein set forth, for the term hereof, and for any extensions thereof.

1.2. Authority Accepted. The OPERATOR assumes full responsibility for the operation and management of the SUBZONE and agrees to operate and manage the SUBZONE in accordance with the terms and conditions of this Agreement during the term hereof, including any extensions thereof.

2. IMPROVEMENTS

2.1. Improvements Generally. The OPERATOR agrees that it shall construct and maintain any substantial improvements and any additional SUBZONE facilities and make any substantial alterations to the SUBZONE in accordance with the plans and specifications for such improvements, alterations, or

additional improvements which have been approved by the BOARD, CUSTOMS, and the U.S. Army Corps of Engineers, to the extent required by law.

2.2. Repairs and Maintenance. The OPERATOR shall repair and maintain the premises in a clean and orderly condition, consistent with the nature of the operations of the SUBZONE.

3. STANDARDS OF OPERATION

3.1. FTZ Operations Manual. OPERATOR shall establish standards of operation and management in a *Foreign-Trade Subzone Operations Manual* so as to conform to requirements of the BOARD and CUSTOMS, and to require conformance thereto by all persons, firms, and corporations admitted by it to the SUBZONE premises.

3.2. Right of Entry. Direct employees of the GRANTEE, the BOARD, CUSTOMS, and other authorized U.S. Government officers shall have the right to enter the SUBZONE at any time for the authorized and lawful purpose of examining same; conferring with the OPERATOR, its agents, invitees, and employees on the premises; inspecting and checking operations, supplies, equipment, and merchandise; and determining whether the business is being conducted in accordance with the required SUBZONE procedures and this Agreement. All such entries shall be made in accordance with the OPERATOR'S established security procedures and with reasonable notice to the OPERATOR.

3.3. Foreign-Trade Zone Operation Instruments and Forms. Each party shall deliver such further instruments and forms and take such further action as may be reasonably requested by the other to carry out the provisions and purposes of this Agreement. Without limiting the GRANTEE'S rights as provided herein, the parties specifically recognize that the GRANTEE is not obligated to, and does not intend to monitor day-to-day activity of the SUBZONE, and the appearance of its name on documentation shall not be construed as a representation that the GRANTEE has any knowledge, actual or constructive, of the quantity, character, status, designation, identification, or time of admission, transfer, or release of goods into or from the SUBZONE, and that any information contained on such documentation are the representations solely of the OPERATOR and not of the GRANTEE.

3.4. Performance. The OPERATOR agrees to promptly initiate SUBZONE operations. The GRANTEE agrees to provide active support for the OPERATOR'S efforts as set forth herein.

4. RECORDKEEPING

4.1. Required Reports. The OPERATOR agrees to submit annual reports to the GRANTEE containing the information required by the BOARD and by CUSTOMS. All such reports shall be signed by the appropriate officials of the OPERATOR, certifying to their accuracy. The OPERATOR shall be responsible for preparing statistical information and a narrative report as required for the GRANTEE'S *Annual Report* to the BOARD. In the event that the OPERATOR does not submit its annual report to the GRANTEE at least 42 days prior to the BOARD'S due day, the OPERATOR shall pay a penalty of \$100/day for each day the report is late.

4.2. Confidentiality. All financial and operations information concerning SUBZONE operations shall be kept confidential except that which is required to be made public by the BOARD. Any and all procedures manuals, computer programs, computer reports, and systems designs developed by the OPERATOR for SUBZONE operations shall be the sole property of the OPERATOR, and shall not be disclosed to any other entity.

4.3. Record Retention. All financial and accounting records concerning SUBZONE operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the SUBZONE, whichever is longer, and all such records shall be available at the SUBZONE site for inspection and audit by the GRANTEE, CUSTOMS, or the BOARD

during normal business hours. All such entries shall be in accordance with the established operations procedures of the OPERATOR.

5. ADMINISTRATIVE EXPENSES

5.1. Administration Charges. The OPERATOR agrees to pay, or cause to be paid, all costs and expenses which the OPERATOR incurs for the preparation of the Foreign-Trade Subzone Application, contractual agreements, and any other activity necessary to secure the Grant of Authority by the BOARD. Once the Grant of Authority is issued by the BOARD, the OPERATOR agrees to pay, or cause to be paid, all costs, expenses, and taxes (if any) which it incurs for the operation of the SUBZONE, including, but not limited to, the reasonable costs of construction, installation, improvements, security, maintenance, inventory control systems, and personnel, and as otherwise provided herein during the term of this Agreement.

5.2. CUSTOMS Administration Expense. The OPERATOR shall pay, or cause to be paid, the full cost of all CUSTOMS administrative fees attributable to SUBZONE operations. The GRANTEE shall request that CUSTOMS bill the OPERATOR directly for CUSTOMS expenses attributable to the SUBZONE. If direct billing is not possible, the OPERATOR shall immediately reimburse the GRANTEE for all said expenses attributable to SUBZONE operations.

5.3. CUSTOMS Bond Expense. The OPERATOR shall pay the full cost of any CUSTOMS bond required by CUSTOMS for operation of the SUBZONE. The GRANTEE shall request CUSTOMS to accept the bond directly from the OPERATOR. If CUSTOMS refuses to accept said bond directly from the OPERATOR, the OPERATOR shall immediately reimburse the GRANTEE for all said expense attributable to SUBZONE operations.

6. GRANTEE SERVICES AND ANNUAL FEE

6.1. GRANTEE Services. The GRANTEE shall provide the following services for the benefit of the OPERATOR:

6.1.1. Compliance Review. The GRANTEE may conduct spot checks and review the system of accounts, records, and forms used by the OPERATOR for SUBZONE operations for compliance with applicable rules and regulations of the BOARD and CUSTOMS.

6.1.2. Annual Report. The GRANTEE shall prepare and submit an *Annual Report* to the BOARD in the format prescribed by the BOARD to maintain Zone status for the Foreign-Trade Zone.

6.1.3. Monitoring of Foreign-Trade Zone Regulations. The GRANTEE shall monitor in a timely fashion the federal rules and regulations for Foreign-Trade Zone operations by reviewing relevant publications such as the *Federal Register*, and by maintaining its membership in the National Association of Foreign-Trade Zones (NAFTZ), including attendance at the Association's conventions, seminars, and workshops. The GRANTEE shall notify the OPERATOR of any actual or proposed changes or revisions to the rules and regulations or their interpretation which might affect SUBZONE operations.

6.1.4. Government and Agency Liaison. The GRANTEE shall act as liaison between the OPERATOR and State and local governmental agencies, as necessary, to assist the OPERATOR in complying with all applicable State and local regulations affecting SUBZONE operations.

6.1.5. Application for SUBZONE Modifications. The GRANTEE shall prepare applications to the BOARD and CUSTOMS for any SUBZONE modifications at the request of, and with the assistance of, the OPERATOR.

6.1.6. Maintenance of the Grant of Authority and Promotion of Zone Activities. The GRANTEE shall perform all tasks and activities necessary to ensure the continuation of its Grant of

Authority for Foreign-Trade Zone No. 121. The GRANTEE shall promote community understanding and acceptance of the Foreign-Trade Zone program in regard to its public benefits.

6.2. Application Fee. Upon acceptance for filing of the completed SUBZONE Application by the BOARD or upon the execution of this Agreement, whichever occurs later, the OPERATOR shall pay the GRANTEE a one-time application fee in the amount of \$1,500 to compensate the GRANTEE for all costs incurred by the GRANTEE in reviewing the SUBZONE Application and this Agreement.

6.3. Annual Service Fee. The OPERATOR shall pay the GRANTEE an Annual Service Fee to cover the actual and reasonable costs attributable to the activities described in Section 6.1. The Annual Service Fee shall include the full costs to the GRANTEE of any work performed for the specific and exclusive benefit of the OPERATOR, as well as the OPERATOR'S "Pro Rata Share" of the costs to the GRANTEE to maintain its grant of authority to operate Foreign-Trade Zone #121 and to promote Zone operations and use.

6.3.1. Annual Service Fee and Adjustment. The OPERATOR agrees to pay the GRANTEE an Annual Service Fee of \$12,500. The fee for the second half of 2009 shall be a pro-rated amount, \$6,000. If the reasonable, ordinary, and necessary out-of-pocket expenses exceed the Annual Service Fee for two consecutive years during the term of this Agreement, then the Fee may be renegotiated, but in no event shall the Annual Service Fee increase by more than ten percent (10%) of the previous fee.

6.3.2. Schedule of Payments. The Annual Service Fee shall be paid in two equal installments, on January 1st and July 1st of each year.

7. INDEMNIFICATION

7.1. Indemnification by the OPERATOR. The OPERATOR agrees to protect, indemnify, and hold harmless the GRANTEE, its Commissioners, officers, employees, and agents from and against any and all out-of-pocket loss, damage, and liability, including reasonable attorneys' fees and costs, arising out of or directly related to the OPERATOR'S SUBZONE operation hereunder, except to the extent any such loss, damage, or liability arises out of or is directly related to the GRANTEE'S negligence or willful misconduct.

7.2. Notice and Defense of Claims. The GRANTEE shall provide the OPERATOR with prompt written notice of any third-party action, claim, demand, allegation, or proceeding or other state of facts with respect to which the GRANTEE may seek indemnification hereunder (hereinafter referred to as a CLAIM). The OPERATOR shall have the right to direct and control the defense of a CLAIM, with counsel of its own choice, and shall be responsible for legal fees and other costs incurred in such defense. The OPERATOR shall also have the right to compromise or settle a CLAIM, at the discretion of the OPERATOR; provided, however, that the OPERATOR may not enter into any compromise or settlement which involves injunctive or equitable relief against the GRANTEE unless the GRANTEE consents thereto, which consent shall not be arbitrarily or unreasonably withheld. The GRANTEE shall cooperate with the OPERATOR and its counsel in the defense of any CLAIM. The GRANTEE may participate in, but not control, any defense, compromise, or settlement of any CLAIM which is controlled by the OPERATOR, but shall bear its own costs and expenses with respect to such participation; provided, however, that the OPERATOR shall bear the reasonable fees and disbursements of separate counsel if the OPERATOR determines that the OPERATOR and the GRANTEE cannot be properly represented by the same counsel in such proceeding. In no event shall the GRANTEE be entitled to recover indirect or consequential damages under this Article.

8. DEACTIVATION/REACTIVATION OF SUBZONE

In the event OPERATOR chooses to deactivate the SUBZONE, the OPERATOR shall provide sixty (60) days prior written notice to the GRANTEE, and the GRANTEE and the OPERATOR agree this Agreement shall remain in full force and effect and that there shall be no refund of a pro rata share of the previous semi-annual payment. For the first year of deactivation, there will be no annual fee; however, for additional years of deactivation, the revised semi-annual payment shall be \$2,000. At such time as the OPERATOR chooses, it may reactivate the SUBZONE and resume payment of applicable fees, including a pro rata share of the semi-annual payment cited in §6.3.2. for the remaining portion of the first year of the reactivation.

9. INSURANCE

The OPERATOR agrees to place with an insurance company, and keep in effect during the term of this Agreement, insurance for the benefit of the GRANTEE, with the GRANTEE shown as an additional insured, including an obligation of the insurer to defend the GRANTEE in any action covered by said insurance, covering public liability for the SUBZONE in an amount not less than \$1,000,000 for general liability and \$5,000,000 excess liability. Upon written request, the OPERATOR shall furnish the GRANTEE with certificates of such insurance. The OPERATOR shall promptly pay all such insurance premiums as and when they become due.

10. RECOGNITION OF SUCCESSORS

10.1. Successors to the OPERATOR. The OPERATOR shall have the right to assign, without prior notice or consent, its rights, obligations, and duties under this Agreement to any of its affiliates or subsidiaries. Notice of such assignments shall be made by the OPERATOR to the GRANTEE within thirty (30) days of their effective date.

The GRANTEE agrees to recognize any successor to the OPERATOR under this Agreement so long as it is a subsidiary, affiliate, or parent of the OPERATOR. The GRANTEE shall not arbitrarily or unreasonably withhold approval of any other successor to the OPERATOR under this Agreement. In any event, notice of the closing of a sale, sublease, or other change of interest in the ownership of, or operations at, the SUBZONE must be given in writing by the OPERATOR at least sixty (60) days prior to such sale, sublease, or other change, and shall contain the names and addresses of every person acquiring any interest in the ownership of, or operations at, the SUBZONE. If the successor in interest is other than a subsidiary, affiliate, or parent of the OPERATOR or successor approved as required above, the GRANTEE shall have the option and right to cancel this Agreement within thirty (30) days after receipt of the notice from the OPERATOR.

10.2. Successors to the GRANTEE. The GRANTEE shall have the right to assign or transfer this agreement to any other qualified public agency approved as successor to the GRANTEE by the BOARD with at least sixty (60) days prior written notice to the OPERATOR.

11. RIGHTS AND OBLIGATIONS UPON TERMINATION

11.1. Termination by the OPERATOR. The OPERATOR shall have the right, at any time, to voluntarily terminate this Agreement and all rights and obligations hereunder upon sixty (60) days prior written notice.

11.2. Termination by the GRANTEE. In the event the GRANTEE for any reason wishes to terminate its participation in the foreign-trade zone or SUBZONE activities hereunder, at least one hundred and eighty (180) days prior written notice must be delivered to the OPERATOR, and the

OPERATOR shall have the right, directly or through another entity, to assume the rights and obligations of the GRANTEE subject to the approval of the BOARD.

11.3. Termination of the OPERATOR. This Agreement may also be terminated, at the option of and upon prior written notice from the GRANTEE, if the OPERATOR breaches the Agreement in any material regard, and the breach is not cured within sixty (60) days after written notice thereof from the GRANTEE to the OPERATOR. However, if the OPERATOR shall present to the GRANTEE, within the sixty (60) day period, a written plan to cure the breach which is agreeable to the GRANTEE, the time to cure such breach shall be extended as long as the OPERATOR commences promptly and proceeds diligently to cure such breach.

11.4 Termination of the GRANTEE. This Agreement may also be terminated, at the option of and upon prior written notice from the Operator, if the GRANTEE breaches the Agreement in any material regard, and the breach is not cured within sixty (60) days after written notice thereof from the Operator to the GRANTEE. However, if the GRANTEE shall present to the Operator, within the sixty (60) day period, a written plan to cure the breach which is agreeable to the Operator, the time to cure such breach shall be extended as long as the GRANTEE commences promptly and proceeds diligently to cure such breach.

11.5 Termination of Authority for Site. Should the GRANTEE or the OPERATOR be prevented from commencing and/or continuing the operation of the SUBZONE by statute, regulation, order of any court, or by action of the BOARD, either the GRANTEE or the OPERATOR may immediately terminate this Agreement by written notice to the other with no further liability on the part of either party. In the event of such termination, the OPERATOR may, at no expense to the GRANTEE, institute appropriate judicial or administrative proceedings in the name of the GRANTEE and/or the OPERATOR to contest the validity or applicability of such statute, regulation, court order, or action of the BOARD. Should judicial or administrative proceedings or appeals result in a decision by a court or administrative body of competent jurisdiction that the GRANTEE and the OPERATOR are not prevented from commencing and/or continuing operation of the SUBZONE under the terms of this Agreement, this Agreement may, by written notice from either party to the other, and mutual agreement between the parties, be reinstated in full force and effect, and the GRANTEE and the OPERATOR shall then be restored to their former positions under this Agreement as if the termination had never taken place.

11.6 Default, Bankruptcy, etc. If the OPERATOR shall become in default under any mortgage, lease, or similar instrument covering the SUBZONE; be adjudicated a bankrupt; make an assignment for the benefit of creditors; and the default, bankruptcy, or assignment shall not be remedied or terminated, as the case may be, within sixty (60) days after notice from the GRANTEE; the GRANTEE may terminate this Agreement by a further written notice. No such termination shall affect the obligations of the OPERATOR to take action or abstain from taking action after termination in accordance with this Agreement.

11.7 Liability for Breach. Termination of this Agreement shall not relieve either party of any duty or liability to the other party by reason of its breach or default in the performance of this Agreement.

12. EFFECTIVE DATE OF CONTRACT

This Agreement shall become effective between the parties hereto as of July 20, 2009.

13. TERM AND RENEWAL

Unless terminated as herein provided, this Agreement shall remain in effect for five (5) years commencing on July 20, 2009, and shall thereafter be extended upon the same terms and conditions hereof, as mutually agreed by the parties thereto unless terminated as hereinafter provided.

14. AMENDMENT

This Agreement may only be changed by a further agreement executed in writing by all the parties hereto.

15. INDEPENDENT CONTRACTOR STATUS

The GRANTEE and the OPERATOR are not and shall not be considered as joint venturers, partners, or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. The GRANTEE and the OPERATOR agree not to represent to any other party that they are agents of one another or have any authority to act on behalf of one another.

16. NOTICES

All notices to the GRANTEE shall be hand delivered or sent by certified mail, return receipt requested, addressed to the GRANTEE at the address stated below, or at such other address as the GRANTEE designates in writing. All notices to the OPERATOR shall be hand delivered or sent by certified mail, return receipt requested, addressed to the OPERATOR at the address stated below, or at such other address as the OPERATOR designates in writing. The date of delivery, if by certified mail, as evidenced by the postal return receipt shall be deemed the date of service of the notice.

GRANTEE: Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, NY 12205

OPERATOR: AMRI Rensselaer, Inc.
Attn: Import/Export Compliance Specialist
33 Riverside Drive
Rensselaer, NY 12144

with a copy to: Albany Molecular Research, Inc.
Attn: Legal Department
26 Corporate Circle
Albany, NY 12203

17. MISCELLANEOUS

17.1. Construction. This Agreement shall be governed by, and construed in accordance with, the Foreign-Trade Zones Act, regulations adopted by the BOARD and CUSTOMS thereunder and all amendments thereto, and by the applicable laws of the State of New York.

17.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same Agreement.

17.3. 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.

17.4. Headings. Headings and captions in this Agreement are solely for the convenience of reference and shall not affect its interpretation.

17.5. Integration. This instrument contains the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect.

17.6. Severability. If any provision of this Agreement is declared void or defective, that declaration shall not affect the validity of any other provision of this Agreement.

17.7. Waiver. No failure of either party hereto to exercise any right or power given it hereunder or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice at variance with the terms hereof shall constitute a waiver of the party's right to demand exact and full compliance with the terms hereof.

17.8. Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are stated, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of this 20th day of July, 2009.

GRANTEE

Capital District Regional Planning Commission

ATTEST

By: _____
(name)

By: _____
(name)

Title: _____

Title: Executive Director

OPERATOR

AMRI Rensselaer, Inc.

ATTEST

By: _____
(name)

By: _____
(name)

Title: _____

Title: _____



FTZ #121

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

ONE PARK PLACE, SUITE 102, ALBANY, NY 12205

TEL: 518/453-0850

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David Lang Wardle, AICP

Program Manager/GIS
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Joanna H. King

MEMORANDUM (#09-17)

To: Commissioners

From: Rocky Ferraro, Executive Director

Date: July 8, 2009

Re: Long Term Control Plan – Combined Sewer Overflow Study

The following is a status report of the Albany Pool Long Term Control Plan (LTCP).

Work continues on the tasks as outlined in the approved Scope of Work. The primary focus during the last two months are the results of the Water Quality Receiving Water Assessment report submitted to the The New York State Department of Environmental Conservation (DEC). DEC has provided written feedback to the report. A primary concern is the possible impacts due to low dissolved oxygen (DO) levels at selected locations in the Hudson River for several of the reporting periods. A technical committee meeting was held in June followed by a meeting with DEC to discuss the extent of the CSO communities' responsibility to further investigate the issue to identify whether the Albany Pool CSO discharges cause or contributes to the low dissolved oxygen levels at locations downstream from the Albany Pool. Rather than requiring the collection of additional water samples, it was agreed that a "desk top" model based on existing available data sets will be applied to determine the extent of the problem.

In the meantime, additional sampling studies of the Hudson River tributaries will get underway and initial discussions and analysis have taken place regarding CSO control alternatives which will involve a combination of both "green" and "gray" solutions. In addition, a meeting is being scheduled with DEC to discuss the Combined Sewer System Modeling.

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

STAFF ACTIVITY REPORT

May 11, 2009 to July 5, 2009

A. ADMINISTRATION

1. The 2009 Q2 billings are being prepared for the 604(b) Water Quality contract, UPWP Transportation Planning contract, EDA Economic Planning contract, CDYCI administrative contract, CSO administrative contract, NYSERDA Wind Energy contract, CDTA Mass Transit Planning contract, and the ESD Census Update contract.
2. The independent audits have been completed for CDRPC (including the CSO project) and CDYCI.

B. REGIONAL PLANNING

REGIONAL INFORMATION SYSTEM & DATA SERVICES

1. The staff responded to approximately 60 call-in and e-mail data requests during the reporting period.
2. CDRPC changed domain hosts for its web site from Earthlink to Network Solutions, so the web statistics for the new host are not comparable with previous data. However, the web site has received over 400,000 page hits for the first half of 2009.
3. The staff continues to update and maintain its GIS, and to provide GIS products and services to local governments, agencies and citizens on request.
4. The staff continues to process, analyze, and disseminate Census data and data released by the U.S. and N.Y.S. Departments of Labor. Information is posted on the web site on an ongoing basis.
5. Staff support continues to be provided for the preparation of an Affordability Housing study for Saratoga County under the direction of CARES. A housing profile report was prepared for inclusion in the final report.
6. In continuing preparation for the 2010 Census, staff is working with Empire State Development in establishing criteria for Complete Count Committees and the 2010 publicity campaign. Staff are also involved in a project to standardize the display of American Community Survey (ACS) data and create guidance materials on the use and interpretation of American Community Survey tables.

WATER QUALITY PLANNING

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. The annual reports that have been submitted by the participating communities are being

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

reviewed. Reviews have been completed for 41 of the 48 communities and comments have been forwarded to DEC.

2. Staff has drafted sustainable development goals for NYS DEC's Mohawk River Basin Action Agenda, which have been incorporated into the document.
3. NYSDEC has issued a Request for Applications for 604b's share of the ARRA Clean Water Funding. CDRPC is one of 15 statewide organizations qualified to submit applications for this water quality planning funding. Staff is preparing a response to the RFA in conjunction with the Hudson Valley Regional Council and the Hudson River Watershed Alliance.
4. Staff continues to manage the Albany Pool Combined Sewer Overflow Long Term Control Plan Development, which includes the Albany Water Board, the cities of Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island, as well as assistance from the Albany and Rensselaer county sewer districts. (See Memo 09-17)

TRANSPORTATION AND LAND USE

1. The staff continues to participate on CDTC's Planning Committee, Bike/Ped Taskforce, and the Regional Linkage Forum.
2. Staff continues to participate on various advisory committees as part of the CDTC Linkage Grant Program. These studies include the Clifton Park/Halfmoon Exit 9 Linkage Study, the village of Scotia Waterfront Linkage Plan, the Delaware Ave Linkage Study, the city of Albany Bike Master Plan, the city of Schenectady Gateway Linkage Study, and the city of Mechanicville Central Corridor Linkage Study. The town of Bethlehem Rt. 9W Corridor Plan has been completed and submitted to the Town Board.
3. CDRPC and CDTC staff have continued their work developing a local sustainable development planning guidebook, which is being funded under the CDTC UPWP. The guidebook will highlight exemplary smart growth planning projects throughout the region.
4. Staff continued to participate on the CDTA Transit Management Association study advisory committee. A final draft has been completed.
5. A Local Government Planning & Zoning Workshop occurred on June 4, 2009 at HVCC. There were over 150 attendees.

Technical Assistance

1. The draft school enrollment projections for the Averill Park School District have been completed and submitted to the School District.
2. The Menands Village Broadway Corridor Economic Study has been completed and submitted to the Village Board.

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

HUMAN RESOURCES & CRIMINAL JUSTICE

1. The Juvenile Detention facility utilization rate was 66.3% for the month of May 2009 and 64.7% for the month of June 2009.
2. Billings to the counties using the facility were computed and sent out through June 2009. Total billings for the first six months of 2009 are \$1,091,437.
3. An energy conservation study to identify energy saving measures for the juvenile detention facility is nearing completion. The study is being prepared by Malcolm Pirnie under the direction of NYSERDA. A matching grant will be provided to CDYCI under the Flexible Technical Services program to cover 50% of the costs of the \$9,500 baseline study.

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 become available.
2. CDRPC has been invited to submit an application for a new planning grant in the amount of \$70,189, up from \$60,000 last year.
3. Commission staff have established a web portal for the new CEDS document, and will be posting each of the sections of the CEDS for review by Commissioners, the CEDS Advisory Committee, and the general public.
4. *Tech Valley Trends—A Basis for Civic Change* was prepared and published by Commission staff. The report presents metrics for gauging the state of the Region and its progress across a wide range of social and economic metrics. A presentation was made at the Tech Valley Futures Forum held on May 29th at Hudson Valley Community College. The report is available online at http://cdrpc.org/Tech_Valley_Trends.pdf.
5. The Mar/Apr 2009 issue of Capital District Data with 2008 MLS existing residential home sales data and 2008 property tax rates was prepared, printed, mailed, and posted online (http://cdrpc.org/v32_n2.pdf).
6. The Foreign-Trade Zone expansion application (**See Memo 09-16**) is being completed in accordance with a new proposed FTZ Board application Framework, and a new Grantee/Operator contract with Subzone #121A operator, AMRI, has been prepared.

WIND POWER PLANNING

1. Staff continues to respond to technical questions on addressing small scale and commercial wind development within comprehensive plans, zoning, and land use regulations.

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

C. MEETINGS:

- 5/11/09 Ferraro: Tech Valley Civic Forum Task Force meeting.
- 5/12/09 Fabozzi: CDTC Bike/Ped Taskforce meeting.
- 5/13/09 Fabozzi: CDTC Planning Committee meeting.
- 5/13/09 Shannon: State Data Center spring Affiliate conference.
- 5/14/09 Ferraro: Menands Economic Work Group meeting.
- 5/14/09 Shannon: State Data Center spring Affiliate conference.
- 5/14/09 Engstrom: Saratoga County Water Quality Coordinating Committee meeting.
- 5/14/09 Fabozzi: City of Albany Bike Master Plan meeting.
- 5/15/09 Shannon: State Data Center spring Affiliate conference.
- 5/17/09 Shannon: National Association of Foreign-Trade Zones spring conference.
- 5/18/09 Shannon: National Association of Foreign-Trade Zones spring conference.
- 5/19/09 Ferraro: Regional Coordinating Council meeting.
- 5/20/09 Fabozzi: NYS GeoSpatial Summit, Schenectady.
- 5/20/09 Engstrom: NYSARC Water Quality conference call.
- 5/20/09 Ferraro: Saratoga Rural Preservation Company Board meeting.
- 5/21/09 Fabozzi: Village of Scotia Linkage Plan meeting.
- 5/21/09 Ferraro: Erie Canalway Heritage Awards Jury meeting.
- 5/28/09 Fabozzi: Albany Community Roundtable, Albany.
- 5/28/09 Shannon: Albany County Stormwater Coalition meeting.
- 5/28/09 Shannon: Meeting with 4 counties to discuss HVCC presentation on the use of GIS for stormwater management.
- 5/29/09 Ferraro: Presentation at the Tech Valley Futures Forum.
- 5/29/09 Fabozzi: Albany Co. Water Quality Coordinating Committee meeting, Voorheesville.

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

- 6/1/09 Ferraro, Engstrom, Fabozzi & Shannon: Meeting with county planners to discuss ARRA funding.
- 6/1/09 Ferraro: Meeting with representatives from the Federal Government Accounting office to discuss ARRA and the Delaware Ave. Reconstruction Project.
- 6/2/09 Ferraro: Albany County 10 Year plan to End Homelessness Executive Committee meeting.
- 6/3/09 Ferraro: Statewide Water Quality Management Advisory Committee meeting.
- 6/3/09 Shannon: Schenectady County Water Quality Coordinating Committee meeting.
- 6/4/09 Shannon, Reinhardt & Harps-King: HVCC Planning & Zoning Boards workshop.
- 6/4/09 Ferraro & Engstrom: CSO LTCP Technical Committee meeting.
- 6/5/09 Shannon: Albany County Stormwater Coalition subcommittee meeting to discuss the work plan.
- 6/9/09 Ferraro: Meeting with Schenectady County officials to discuss CDYCI.
- 6/9/09 Ferraro: Menands Economic Work Group meeting.
- 6/9/09 Shannon & Harps-King: Meeting with Town of Nassau re Averill Park School Enrollment Projections.
- 6/09/09 Fabozzi: Onesquethaw-Coeymans Watershed Council, Selkirk.
- 6/10/09 Shannon: Rensselaer County MS4 meeting.
- 6/10/09 Ferraro: Shenedehowa Futures Committee meeting.
- 6/10/09 Ferraro: NYSERDA Infrastructure Alliance Advisory Committee meeting.
- 6/11/09 Fabozzi: NYS GIS Coordinating Body meeting, Albany
- 6/11/09 Shannon: EPA workshop on consolidating multiple water infrastructure permits.
- 6/11/09 Shannon: Saratoga County Water Quality Coordinating Committee.
- 6/12/09 Ferraro: Capital District Library Council Trustee meeting.
- 6/15/09 Ferraro: Presentation to Village of Menands Trustees re: Broadway Corridor economic study.
- 6/15/09 Shannon & Harps-King: Meeting with Town of Sand Lake re Averill Park School Enrollment Projections.

CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

- 6/16/09 Shannon & Harps-King: Meeting with Town of North Greenbush re Averill Park School Enrollment Projections.
- 6/16/09 Fabozzi: Onesquethaw-Coeymans Watershed Council, Selkirk.
- 6/17/09 Ferraro: Saratoga Rural Preservation Company Board meeting.
- 6/17/09 Shannon & Harps-King: Meeting with Town of Brunswick re Averill Park School Enrollment Projections.
- 6/18/09 Harps-King: Meeting with Town of Poestenkill re Averill Park School Enrollment Projections.
- 6/18/09 Harps-King: Meeting with Town of Stephentown re Averill Park School Enrollment Projections.
- 6/19/09 Ferraro & Shannon: Meeting with DEC to review comments to the LTCP Receiving Waters Quality Assessment report.
- 6/23/09 Ferraro: Shenedehowa Futures Committee meeting.
- 6/25/09 Shannon: Albany County Stormwater Coalition meeting.
- 6/26/09 Fabozzi: Albany Co. Water Quality Coordinating Committee meeting, Voorheesville.
- 6/30/09 Ferraro: CDTC Regional Transportation Coordination Committee meeting.
- 7/1/09 Shannon: Schenectady County Water Quality Coordinating Committee meeting.
- 7/1/09 Ferraro: CDTC Planning Committee meeting.