

PLANNING & TOURISM PACKET

Wednesday, August 5, 2026

INDEX OF RESOLUTIONS		
COMMITTEE	RESOLUTION	TITLE
P/B/R	G/2	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING Motion Made By: Seconded By: In favor: Opposed: Notes:
P/B/R	G/5	RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A EMPIRE STATE DEVELOPMENT AND AUTHORIZING AN AGREEMENT WITH KILIAEN'S LANDING, LLC FOR DESIGN AND CONSTRUCTION SERVICES – ECONOMIC DEVELOPMENT AND PLANNING Motion Made By: Seconded By: In favor: Opposed: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Choquette, Wysocki, Sabo

Sent To: Planning & Tourism

Committee

Date August 11, 2026

Resolution No. G/2/26

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF ECONOMIC DEVELOPMENT & PLANNING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The State of New York provides State Transit Operating Assistance (STOA) to help fund bus transit service; and

WHEREAS, The County of Rensselaer receives such funding for the Albany/Hoosick Falls/Bennington bus service provided by Yankee Trails, Inc.; and

WHEREAS, The 2026 Rensselaer County Adopted Budget includes appropriations (A.5630.04703) designated for this project; and

WHEREAS, The 2025 State funding allocation for this project has been estimated at \$109,458.00 which is \$10,000.00 above the amount anticipated in the 2026 Rensselaer County Adopted Budget; now, therefore, be it

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUES

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.5630.35891	\$99,458.00	\$10,000.00	\$109,458.00
State Aid - Bus Companies			

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.5630.04703	\$104,047.00	\$10,000.00	\$114,047.00
Private Bus Service			

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

August 11, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



RENSSELAER COUNTY
ECONOMIC DEVELOPMENT & PLANNING
333 Broadway, Suite 220
Troy, New York 12180
Phone: 518-270-2914
Fax: 518-270-2981

Steven F. McLaughlin
County Executive

Robert Pasinella
Director

Memorandum

To: Justin Ned, Budget Analyst
CJ Kempf, County Attorney

From: Andrew Kretzschmar, Community Development Specialist

Date: July 7, 2026

Re: Resolution Amending the 2026 Adopted Rensselaer County Budget – Transit Funds

This past year, NYS DOT has been providing more funding than anticipated through a large "Clean Up" payment along with additional funds beyond the State Transit Operating Assistance (STOA) formula payment. This has created an issue with having insufficient funds in the budget to be able to pay the expected final payment in late November. Since NYS DOT requires that we pay out the funds receive in a timely fashion, we are requesting this resolution prior to knowing what our actual quarterly payment will be. A calculation of our expected payment along with information on received STOA payments is included.

Please let me know if you have any questions.

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Amending the 2026 Adopted Rensselaer County Budget

Requested by: Bureau of Economic Development & Planning

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 10,000 current year
\$ 0 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): state transit funding
 - a) For federal funding: amount \$ n.a. and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 10,000 and length of time state funding is available this year. Is it available for ongoing expenses? Yes _____ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ 0
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No xx
- 4) Length of expense or project (one time only, ongoing, etc.): ONE TIME

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head:

2024 Budget		Debit		Credit	
	2023 Q4	16666.58		15,526.45	
	Cleanup	29,924.91		29,924.90	
	Q1	16,296.21		15,167.94	
	Q2	17,208.49		14,930.09	
				1,065.02	
	Q3	16,777.85		15,632.53	
		96,874.04		92,246.93	
2025 Budget		Debit	Change between 2024 & 25	Credit	Change Between 2024 & 25
	2024 Q4	16,659.36	-7.22	15,526.45	0.00
	Cleanup	37,170.61	7,245.70	37,170.61	7,245.71
	Q1	16,232.82	-63.39	15,132.52	-35.42
	Q2	17,093.10	-115.39	15,816.81	-178.30
	Q3	16857.17	79.32	15632.53	
		104,013.06		99,278.92	
Amended Budget:		104,300.00		99,600.00	
Remaining:		286.94		321.08	
2026 Budget		Debit	Change between 2025 & 26	Credit	Change Between 2025 & 26
	2025 Q4	16708.27	48.91	15526.45	0.00
	Cleanup	46844.59	9,673.98	46,804.94	9,634.33
	Q1	16,357.10		15132.52	0.00
	Q2				
	Q3				
		79909.96		77,463.91	
Adopted Budget:		\$ 104,047.00		\$ 99,458.00	
Remaining:		\$ 24,137.04		\$ 21,994.09	

Proposed Amended Budget: \$114,047

\$109,458

Clean up payment was 9,673.98 more than the previous year which has created a shortfall.

Requesting \$10,000 increase to account for the unexpected revenue.

Local & Dedicated tax Breakdown by SFY

2023-24	Local	Dedicated	Total
Cleanup	17.73	19465.75	19483.48
Q1	1135.36	15132.52	16267.88
Q2	1730.33	15234.05	16964.38
Q3	1162.81	15632.53	16795.34
Q4	1140.13	15526.45	16666.58
			86177.66
2024-25	Local	Dedicated	Total
Cleanup	0	29924.91	29924.91
Q1	1128.27	14039.67	16296.21
Q2	1213.38	15995.11	17208.49
Q3	1145.32	15632.53	16777.85
Q4	1129.91	15632.53	16659.36
	4616.88	91224.75	96866.82
2025-26	Local	Dedicated	Total
Cleanup	0	37170.61	37170.61
Q1	1100.3	15995.11	16232.82
Q2	1276.29	15816.81	17093.1
Q3	1224.64	15632.53	16857.17
Q4	1181.82	15526.45	16708.27
	4783.05	100141.51	104062
2026-2027	Cleanup		
Q1	39.65	46844.59	46884.24
Q2			0
Q3			0
Q4			0
	1264.23	61977.11	63241.34

2026 Yankee Trails STOA Budget

State Formula at present	Previous 4 quarters					
\$0.68 per passenger	Passengers	Apr-Jun*	Jan - Mar**	Oct - Dec*	Jul - Sep*	Total
	2019 Passengers ***	243	482	212	293	1230
\$1.15 per mile	Miles	1202	1229	1120	931	4482
State Payment		12839	12586	9954	10112	45491
Local Match		15995.1	15132.52	15526.45	15632.53	62286.6
Formula Earning Discount %		1213.38	1100.3	1129.91	1145.32	4588.91
Local Match Required Payment Share %		100	100	100	100	100
		7.6	7.5	7.28	7.6	7.495

"Clean Up" payment	
Requiring Local Match	0.0009
Not Requiring Local Match	

Total State STOA Payment	99457.21
Total Local Match	4588.91

Assumptions -State will continue to utilize the quarterly statistics from 2019

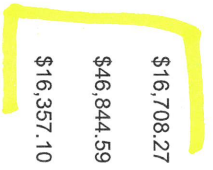
- * 2024 Numbers
- ** 2025 Numbers
- *** State has been using 2019 Passenger numbers to calculate Payments

State Payment:	99458
Local Match:	4589
Yankee Trails Paymer \$99,458 + \$4,589 = \$104,047	

Print Selected Transactions Report

From Date: 1/1/2026 - To Date: 7/31/2026

<u>G/L Date</u>	<u>Journal</u>	<u>Journal Type</u>	<u>Sub Ledger</u>	<u>Description</u>	<u>Source</u>	<u>Reference</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
G/L Account Number: A.5630.04703 Private Bus Service								
1/1/2026	2025-00010488	JE	AP	A/P Invoice Entry	Accounts Payable		\$16,708.27	
2/12/2026	2026-00001129	JE	AP	A/P Invoice Entry	Accounts Payable		\$46,844.59	
5/29/2026	2026-00004306	JE	AP	A/P Invoice Entry	Accounts Payable		\$16,357.10	
Account Total: Private Bus Service							\$79,909.96	\$0.00
G/L Account Number: A.5630.04704 Section 5311 Bus Service								
5/29/2026	2026-00004306	JE	AP	A/P Invoice Entry	Accounts Payable		\$68,000.00	
Account Total: Section 5311 Bus Service							\$68,000.00	\$0.00
G/L Account Number: A.5630.04800 Contractual Agency								
2/12/2026	2026-00001129	JE	AP	A/P Invoice Entry	Accounts Payable		\$111,991.83	
Account Total: Contractual Agency							\$111,991.83	\$0.00
Department Total: Bus Operations							\$259,901.79	\$0.00
Fund Total: General Fund							\$259,901.79	\$0.00
Grand Total:							\$259,901.79	\$0.00



 01(2025)

 Cleanup Payment

 01(2026)

Print Selected Transactions Report

From Date: 1/1/2025 - To Date: 12/31/2025

<u>G/L Date</u>	<u>Journal</u>	<u>Journal Type</u>	<u>Sub Ledger</u>	<u>Description</u>	<u>Source</u>	<u>Reference</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
G/L Account Number: A.5630.04703 Private Bus Service								
1/7/2025	2024-00010262	JE	AP	A/P Invoice Entry	Accounts Payable		\$16,659.36	Q4(2024)
2/25/2025	2025-00001459	JE	AP	A/P Invoice Entry	Accounts Payable		\$37,170.61	Clean up Payment
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		\$16,232.82	Q1(2025)
8/18/2025	2025-00006564	JE	AP	A/P Invoice Entry	Accounts Payable		\$17,093.10	Q2(2025)
11/17/2025	2025-00009328	JE	AP	A/P Invoice Entry	Accounts Payable		\$16,857.17	Q3(2025)
Account Total: Private Bus Service							\$104,013.06	\$0.00
G/L Account Number: A.5630.04704 Section 5311 Bus Service								
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		\$68,000.00	
Account Total: Section 5311 Bus Service							\$68,000.00	\$0.00
G/L Account Number: A.5630.04704 ARPA Section 5311 Bus Service ARPA Bus Service								
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		\$2,675.00	
Account Total: Section 5311 Bus Service ARPA Bus Service							\$2,675.00	\$0.00
G/L Account Number: A.5630.04800 Contractual Agency								
2/12/2025	2024-00010578	JE	AP	A/P Invoice Entry	Accounts Payable		\$111,991.83	
5/27/2025	2025-00004192	JE	AP	A/P Invoice Entry	Accounts Payable		\$111,991.83	
8/18/2025	2025-00006564	JE	AP	A/P Invoice Entry	Accounts Payable		\$111,991.83	
Account Total: CARES Transit Relief							\$1.00	\$0.00

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Choquette, Wysocki, Sabo

Sent To: Planning & Tourism

Committee

Date August 11, 2026

Resolution No. G/5/26

RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A EMPIRE STATE DEVELOPMENT AND AUTHORIZING AN AGREEMENT WITH KILIAEN'S LANDING, LLC FOR DESIGN AND CONSTRUCTION SERVICES - ECONOMIC DEVELOPMENT AND PLANNING

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, New York State through Empire State Development ("ESD") has made funding available to Counties in 2025 to upgrade infrastructure to allow the creation of housing units; and

WHEREAS, In 2025, Rensselaer County applied for and was awarded \$1,000,000 in County Infrastructure funding for relocating the 40-inch force sewer main in Rensselaer south of the Livingston Avenue Bridge to assist the development of 300 apartments on the site; and

WHEREAS, The funding is matching funding to be paid in first instance, where the developer will fund the project and will be reimbursed by Empire State Development through Rensselaer County; and

WHEREAS, The Grant Disbursement Agreement with Empire State Development will only be provided by ESD after the project is completed; and

WHEREAS, This project will be added to the 2027 Rensselaer County Budget when prepared as the Grant Disbursement Agreement is not expected until late 2027 at the earliest; and

WHEREAS, Rensselaer County is desirous of entering into an agreement with Kiliaen's Landing, LLC, 241 Riverside Avenue, Rensselaer, New York 12144, for the design and construction services for the replacement of the relocation of a critical sewer line along the City of Rensselaer's waterfront, allow for development of Forbes Avenue to support the construction of a mixed-use development, including 300 new housing units; and

WHEREAS, Funding for said contract will be reimbursed by Empire State Development through Rensselaer County; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign any and all documents for such funding, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-described agreement with Kiliaen's Landing, LLC, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

August 11, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



**RENSSELAER COUNTY
ECONOMIC DEVELOPMENT & PLANNING
333 Broadway, Suite 220
Troy, New York 12180
Phone: 518-270-2914
Fax: 518-270-2981**

Steven F. McLaughlin
County Executive

Robert Pasinella
Director

MEMORANDUM

To: Justin Ned, Budget Analyst
CJ Kempf, County Attorney

From: Linda von der Heide, Principal Planner

Date: July 1, 2026

Re: 2025 County Infrastructure Grant Resolution

Attached is a resolution accepting funding for the 2025 County Infrastructure Grant and authorizing an agreement with the developer who will be paying the matching grant as well as paying in first instance. This grant is very strange as ESD does not provide the County with a grant contract until after the work is performed. Once the work is performed and the payment request is made with all the required paperwork, ESD will hold a public hearing and then prepare a payment agreement. After that, they will pay us.

Since the development is moving Sewer District #1's force main, I assume that they will have a separate agreement with the sewer district to do so. This is not reflected in the agreement or the resolution. I'm not sure what the status is of that agreement.

The developer agreement is based on ESD's draft agreement template with various Rensselaer County items added in.

Please let me or Andrew Kretzschmar know of any questions that you may have.

Thank you!

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Accepting County Infrastructure Funding from New York State Urban Development Corporation D/B/A Empire State Development and Authorizing Agreement with Kiliaen's Landing, LLC

Requested by: Economic Development & Planning

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 0 current year
 \$ \$1,000,000 next year
 \$ _____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): state grant funding
 - a) For federal funding: amount \$ n.a. and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 1,000,000 and length of time state funding is available 2 years. Is it available for ongoing expenses? Yes _____ or No X
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ n.a.
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ 0
 - e) Other (please explain) \$ 1,000,000 private developer funds
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): one time only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: funding to allow moving sewer main to build 300 apartments.

Department Head



July 21, 2025

Steve McLaughlin
Rensselaer County
99 Troy Road, 4th Floor
East Greenbush, NY 12061

Re: Rensselaer County – County Infrastructure Grant Program, Project # 139,250

Dear Steve McLaughlin:

I would like to take this opportunity to offer my congratulations on the acceptance of Rensselaer County Infrastructure Grant Program (CIGP) application and to update you on the next steps in Empire State Development's ("ESD") grant process. Funds are being awarded (subject to the approval of the ESD Board of Directors as set forth herein) for the following NYS CIGP project(s) to be used as outlined in your original application:

- County Infrastructure Grant Program Round 1
- Rensselaer County-Killiaen's Landing Sewer Main Relocation—\$1,000,000.00
- Project Summary- This project will relocate a critical sewer line along the City of Rensselaer's waterfront, allowing for development of Forbes Avenue and construction of a \$96 million mixed-use development, including 300 new housing units.
- Supports 300 New Housing Units
- Total Project Cost: \$2,000,000.00

Your ESD project manager will continue to periodically request updates and/or changes to your application (revised timeline, State Environmental Quality Review Act ("SEQRA") update, State Historic Preservation Office ("SHPO") review information, Smart Growth Impact Statement ("SGIS") etc.). This project manager will work with you as necessary to finalize your application.

When your application has been finalized and when the project is nearing completion, Rensselaer County's County Infrastructure Grant Program project will be presented to the ESD Board of Directors for approval. The Directors typically meet on a monthly basis. Please note that no project will be presented to the ESD Board of Directors for approval until the SEQRA, SHPO and SGIS reviews have been completed and proof of matching funds has been clearly demonstrated. Please also note that there is a one percent (1%) non-reimbursable commitment fee assessed to all awardees based on the grant amount awarded. The commitment fee will be due when the applicant executes documents required for processing the award, following approval by ESD Directors.

Pursuant to New York State Executive Law Articles 15-A and Article 3 of New York State Veterans' Services Law, ESD recognizes its obligation under the law to promote opportunities for maximum feasible



participation of certified minority and women-owned business enterprises (MWBEs) and service-disabled veteran-owned businesses (SDVOBs) in the performance of ESD projects. As a recipient of this award, Rensselaer County shall be required to use Good Faith Efforts to achieve MWBE and SDVOB Participation. In addition, ESD's MWBE and SDVOB Participation/Equal Employment Opportunity Policy will apply to this project. While ESD's agency-wide MWBE goal is 30% and SDVOB goal is 6%, your individual project-specific goal may be higher or lower based on the detailed scope of work, budget, and information on additional sources of funding you provide on the Grant Budget and Questions form. You will be required to use Good Faith Efforts to achieve the goals assigned to this project. Compliance with laws and the policy of ESD prohibiting discrimination in employment on the basis of age, race, creed, color, national origin, gender, sexual preference, disability or marital status shall also be required. The Office of Contractor and Supplier Diversity ("OCSD") will monitor MWBE and SDVOB utilization in connection with this project.

Following board approval, all CIGP projects must go through ESD's public hearing process and subsequently be approved by the Public Authorities Control Board. Once these final steps are achieved, your project manager will send you a Grant Disbursement Agreement ("GDA") for execution. Project disbursements may only occur after ESD's receipt of the executed GDA and with the submission of the appropriate supporting documentation. As mentioned throughout the application process, payments will be made in lump sum upon project completion on a reimbursable basis.

This award shall terminate two calendar years from the date of this letter if the project has not commenced. Please be aware that ESD may require restrictions on the future use of awarded sites consistent with the purposes of their CIGP grant terms.

Your Project Manager will reach out shortly to answer any questions you may have. We look forward to working with you on this important project.

Sincerely,

Mike Yevoli

Capital Region Regional Director

CC: Chelsey Watroba, Project Manager
Kelly Forsey, OCSD Compliance Manager
Linda von der Heide, Principal Planner

VonDerHeide, Linda

From: Yevoli, Michael (ESD) <Michael.Yevoli@esd.ny.gov>
Sent: Thursday, June 4, 2026 3:48 PM
To: VonDerHeide, Linda; Pasos, Heidi (ESD); Watroba, Chelsey (ESD)
Cc: Murphy, John; Chuck Pafundi; Kretzschmar, Andrew; Bob Pasinella
Subject: RE: Contract #139250 2025 County Infrastructure Grant Rensselaer County
Attachments: CIGP Award Letter - Rensselaer.pdf

Warning: Unusual sender <michael.yevoli@esd.ny.gov>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Linda:

Sorry we can remedy the issue of having the unsigned letter. Attached please find a signed letter on letterhead.

The process for CIGP differs for the CFA and other programs, so the attached pdf is not the process used here.

Given the size and nature of this project ESD will not be making progress payments. As such we will reimburse at the end and after ESD board authorization to send a Grant Disbursement Agreement.

All that will be provided for at this time is the letter, which more than adequately explains the process.

We will use the information in the application and the actual work completed to ensure that the sewer line is relocated and at least \$2 million is spent on eligible costs associated with said work. This will inform the GDA and ultimate reimbursement documents.

We issue many grants including CIGP with no issues using this process. The purpose of assigning a project manager is for the grantee to have an individual contact to address the varied, and specific items related to each specific project. As such I would recommend you contact Chelsey Watroba, Senior Project manager with any additional questions.

Michael Yevoli

Regional Director
Capital Region

Empire State Development

Hedley Park Place
433 River Street - Suite 1003, Troy, NY 12180
518 270-1130 (office) | 347-640-1582 (cell)
michael.yevoli@esd.ny.gov | www.esd.ny.gov

From: VonDerHeide, Linda <LVonDerHeide@renscony.gov>

Sent: Thursday, June 4, 2026 1:32 PM

To: Yevoli, Michael (ESD) <Michael.Yevoli@esd.ny.gov>; Pasos, Heidi (ESD) <heidi.pasos@esd.ny.gov>; Watroba, Chelsey (ESD) <Chelsey.Watroba@esd.ny.gov>

Cc: Murphy, John <JHMurphy@renscony.gov>; Chuck Pafundi <chuckpafundijr@gmail.com>; Kretzschmar, Andrew <AKretzschmar@renscony.gov>; Bob Pasinella <robertpasinella@yahoo.com>

Subject: Contract #139250 2025 County Infrastructure Grant Rensselaer County

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Michael, Heidi & Chelsey,

At this present time, we are having issues with moving forward on this project due to several reasons.

First, we have nothing to take to the Rensselaer County Legislature other than a letter not on ESD letterhead. Usually, when the County receives a grant from New York State or the federal government, it also receives a grant contract listing the requirements of the grant, the project that needs to be performed and the budget including funding that the County as well as others may have to provide as well as the granting agency. Under the steps of the County Infrastructure grant as provided by ESD, we have been informed that the grant agreement will not be provided until after the actual activities which are to be funded through the grant are completed. This leaves the County and the developer on the line for the entire project, as there is no promise of payment of the grant that would hold up in a court of law. This sewer line project is only for the developer's benefit.

Second, in a previous CFA grant that the developer's consultant has worked on, funding was approved with certain benchmarks that allowed partial payment. This allowed the project to move forward without having 100% of funding through banks until the project is 100% completed. This is a concern for the developer on his CFA grant, as the project has several phases which will not all be built at once.

I realize that the rules created for these programs are done so at the state-wide level. The Award Steps should be provided with the grant application documentation, which would save time and money for those looking to apply for funds that may or may not be provided after the project is completed.

We would like to talk with you to see if there is something more that can be provided to make the Rensselaer County Legislature and the developer's banks more secure feeling about these grants.

Sincerely,

Linda von der Heide

Linda von der Heide
Principal Planner
Rensselaer County Economic Development & Planning
333 Broadway, Suite 220
Troy, NY 12180
Ph: 518-270-2921
Fax: 518-270-2981

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any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please immediately notify the sender by electronic mail or notify the System Administrator by telephone (518)292-5180 or e-mail (administrator@esd.ny.gov) and delete the message. Thank you.

AGREEMENT

This Agreement ("Agreement") is made as this _____ day of _____, 2026 by and between:

COUNTY OF RENSSELAER, a municipal corporation organized and existing under the laws of the State of New York, having its principal office and place of business at the 99 Troy Road, East Greenbush, New York 12061 (the "County"); and

KILIAEN'S LANDING LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office and place of business at 241 Riverside Avenue, Rensselaer, New York 12144 ("Kiliaen's" or the "Developer").

DEFINITIONS

As used in this Agreement:

1. Agreement – this Agreement between County of Rensselaer and Kiliaen's Landing LLC
2. Developer – The Polsinello Group
3. County – County of Rensselaer
4. ESD – New York State Urban Development Corporation, d/b/a Empire State Development
5. Grant – 2025 County Infrastructure Grant as funded by ESD and applied for by Rensselaer County for ESD Project #139,250
6. Project – ESD Project #139,250 as described in Exhibit A to the Project Agreement (defined below), the relocation of a force-sewer main owned by Rensselaer County Sewer District #1 in the city of Rensselaer
7. Project Agreement – Draft Capital Grant Disbursement Agreement Rensselaer County and ESD for the Project attached hereto as Exhibit A

TERMS AND CONDITIONS

1. The Project

The Developer shall:

- (a) Complete the Project as set forth in the General Project Plan attached as Exhibit A to the Project Agreement.
- (b) Comply with the Design and Construction requirements attached as Exhibit B to the Project Agreement.

2. Grant Amount

- (a) The Grant Amount of this Agreement is One Million Dollars (\$1,000,000.00) or 50% of the project cost, whichever is lower. The Grant Amount is determined by ESD's funding through Project # 139,250.
- (b) The Developer expressly acknowledges and agrees that this Agreement will be considered executory to the extent ESD funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Contractor under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, due to an event of

default under Section 9 of the Project Agreement this Agreement may be terminated by the County upon reasonable prior written notice to the Developer.

- (c) The Developer will provide all funds for the project and be reimbursed by ESD through the County.

3. Term

The term of this Agreement is from July 21, 2025 to the later of December 31, 2027 or until the Grant Funds are released by ESD.

4. Conditions Precedent to the Disbursement of the Grant Funds

No Grant Funds shall be disbursed unless the Developer is in compliance with the Terms and Conditions of this Agreement, including but not limited to the Disbursement Terms attached as Exhibit E to the Project Agreement, and a Certificate of Occupancy shall have been issued to the Developer for the first structure to have been completed for the Project.

5. Disbursement and Recapture Terms

Subject to the terms and conditions contained in this Agreement, disbursement of the Grant Funds is as follows:

- (a) ESD shall pay the County for reimbursement to the Developer for Project expenditures incurred by the Developer as set forth in Exhibit E of the Project Agreement. A single disbursement shall be made upon submittal to ESD of a Payment Requisition Form, attached as Exhibit F to the Project Agreement, together with such supporting documentation as ESD may reasonably require. The Developer will provide the County with the required documentation as needed and assist the County with preparing the Payment Requisition Form.
- (b) In no event will ESD or the County make any payment that would cause ESD's aggregate disbursements to exceed the Grant Amount.
- (c) The Grant, or a portion thereof, may be subject to recapture by ESD as provided for in Exhibit C of the Project Agreement, in the event (i) Developer shall transfer fee title to the property benefited by the Project to an entity not affiliated with the Developer; or (ii) in the event Developer an event of default under Section 9 of the Project Agreement shall have occurred and continue without cure..

6. Hold Harmless

The Developer acknowledges and agrees that the services to be provided pursuant to the terms of this Agreement are provided as an independent contractor and not as an agent or as employees of the County or ESD. Accordingly, the Developer agrees to indemnify and hold harmless ESD and the County, their agents, officers, directors and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by ESD or the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Developer, its agents or employees the occur during the performance of the services to be provided for the

Project under this Agreement. The Developer further agrees to cause its contractors performing work on the Project to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law.

Additionally, the Developer shall maintain or cause its contractors performing work on the Project to maintain during the term of this Agreement Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,00,000) per occurrence, Two Million Dollars (\$2,00,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. All insurance required in this Section shall be issued by companies authorized to do business in the State of New York, satisfactory to ESD and the County pursuant to policies satisfactory to ESD and the County in form and substance. Without limiting the generality of the foregoing, the policies of insurance required hereby shall provide for thirty (30) days, or ten (10) days for non-payment, prior written notice of cancellation to County and ESD.

7. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United State mail, return receipt requested;
 - (ii) by personal delivery
 - (iii) by expedited delivery service; or
 - (iv) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Rensselaer County

Name: John H. Murphy, IV
Title: Deputy Director
Address: 333 Broadway, Suite 220, Troy, New York 12180
Telephone: 518-270-2917
E-Mail Address: JHMurphy@renscony.gov

Kiliaen's Landing:

Name: Charles Pafundi, Jr.
Title:
Address: 241 Riverside Avenue, Rensselaer, New York 12144
Telephone: 518-605-5711
E-Mail Address: Chuckpafundijr@gmail.com

Copy to:

Name: Charles B. Dumas, Esq.

Lemery Greisler LLC
Address: 677 Broadway, Albany, New York 12207
Telephone: 518.930.4143
Email Address: cdumas@lemerygreisler.com

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United State mail, as of the date of mailing to the address provided herein, or in the case of e-mail, upon receipt of a record, by the sender, that such a transmission has been completed.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

8. Responsibility Provisions

- (a) The Developer shall at all times during the term of this Agreement remain a responsible and going business concern. Accordingly, the Developer agrees, if requested by the County or ESD, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capability.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, has reserved the right to suspend any or all activities under the Project Agreement, at any time, when he or she discovers information that calls into question the responsibility of the County or the Developer. In the event of such suspension, the County will be given written notice outlining the particulars of such suspension. The County will forward such notice to the Developer. Upon issuance of such notice, to support entitle to Grant Funds, the County and Developer must comply with the terms of the suspension order.
- (c) Upon written notice to the County, and a reasonable opportunity to be heard with appropriate ESD officials or staff, the Project Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Developer's expense where the Developer is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-compliant with Section 7 of the Project Agreement. In such event, the Developer shall hold the County harmless from any costs or expenses incurred by it arising from such termination.

9. Representations, Warranties and Covenants

The Developer represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Developer and is binding and enforceable against the Developer in accordance with its terms.

- (c) It is a duly organized limited liability company , validly existing and in good standing under the laws of the State of New York, has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged and is duly qualified as a foreign corporation and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its corporate existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of the Developer, threatened against, or affecting Developer before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Developer, except as may have been disclosed in writing to the County.
- (e) Developer is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders.
- (f) The information contained in the application submitted by the County and prepared by the Developer in connection with the Project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety and made part hereof. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Developer hereby acknowledges that ESD and the County has relied on the statements and representations made by the Developer in the Application in making the Grant. The Developer hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and, except as otherwise disclosed in writing to ESD, there has been no adverse material change in the financial condition of the Developer from the date of submission of the Application to the date hereof and that all other information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The Developer covenants that it will neither hold itself out as nor claim to be an officer, employee, agent or representative of the County or ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the County, ESD or State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Developer or any of its members or its employees have given anything of value to influence any official act or the judgement of any persons in the award of the Grant or the performance of any of the terms of this Agreement.
- (i) It shall maintain business operations at its business offices for the term of this Agreement.
- (j) The Grant shall be used solely for Project expenses in accordance with the terms of this Agreement.
- (k) The Developer is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (l) The Developer will use ESD grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESD's bonds and in accordance with the New York State Debt Reform Act. The Developer acknowledges that grant funds must be used solely for authorized

capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. The Developer acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. The Developer recognizes its financial obligations, risks and liabilities for breach of this covenant. ESC and the County may, from time to time, request information from the Developer to confirm its compliance with this covenant and the Developer acknowledges its obligation under Section 10 (a)(ii) of the GDA to provide information upon request to ESD and the County.

- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) Political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) Religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) Payments to any firm, company, association, corporation or organization in which a member of the Developer, or any officer or employee of the Developer, or member of the immediate family of any member of the Developer, officer or employee of the Developer has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any party of the above; and
 - (iv) Payment to any member of the Developer of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (n) Developer is in compliance and shall continue to comply with Section 7 of the Project Agreement.
- (o) Developer agrees, warrants and represents that the County or ESD has not made any promises warranties or representations, either express or implied, oral or in writing, of any nature, kind or description, that the Developer will be accorded any form of grant or other financial assistance or accommodation, other than the specific form of assistance that is described and referred to herein and/or is specifically set forth in Exhibit 1. To the contrary, the County or ESD has not made any promises, warranties or representations, either orally or in writing, of any nature, kind or description other than those, if any, that are set forth in the writings that are being executed in connection with the transaction that is described and referred to herein. Developer further agrees, warrants, and represents that it has the ability, including without limitation, the financial ability to meet all of the obligations that are set forth in the documents that are being executed at the closing of this transaction and that it is aware of no facts or conditions that would serve to limit or otherwise interfere with its ability to meet all of its obligations and requirements, as set forth herein. Developer agrees, warrants and represents, still further: (a) that the closing on this transaction, i.e., the date

set forth by the last signatory to this Agreement, has taken place in a timely manner, consistent with its needs and requirements; (b) that it has no claims or causes of action against the County or ESD of any nature, kind or description, including without limitation, any claims or causes of action pertaining to the manner and/or timing of the closing of the referenced transaction and the disbursement of the funds that are to be accorded to the Developer thereunder, and that to the extent that it does or did have such claims or causes of action, those are in all respects fully and finally waived and released; and (c) that Developer knows and understands that the County and ESD is relying upon the truthfulness and accuracy of the Developer's agreements, warranties and representations as set forth herein.

10. Default and Remedies

- (a) Each of the following shall constitute a default by the Developer under this Agreement:
 - (i) Failure to perform or observe any obligation or covenant of the Developer contained herein, to the reasonable satisfaction of ESD and the County and within the time frames established under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by the County or ESD to determine compliance by the Developer with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
 - (iii) The making by the Developer of any false statement or the omission by the Developer to state any material fact in or in connection with this Agreement or the Grant.
 - (iv) A default beyond any applicable grace period by the Developer, or any entity which the Developer directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with the County or ESD.
 - (v) Any manifestation, on the part of the Developer, of an intention either: (x) to terminate and/or (y) to restructure, under the terms of any bankruptcy or insolvency statute or law, its business at the Project Location. This includes, without limitation, the announced or actual cessation of business activities at the Project Location, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition and/or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by the Grantee to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.
 - (vi) Failure by the Developer for any period of time to comply with Section 8 of this Agreement.
- (b) Upon the serving of notice to the Developer of the occurrence of a default (which notice shall specify the nature of the default), the County shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 10(a)(i) or 10(a)(ii), no default shall be deemed to have occurred if Developer cures such default within

ten (10) days of notice of default from the County or ESD, or if the default pursuant to paragraph 10(a)(i) or 10(a)(ii) cannot be reasonably cured with such a ten day period, Developer commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD or the County shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 10(a)(iii), 10(a)(iv), 10(a)(v) and 109(a)(vi) are not subject to the cure provided herein.

11. No Assignment

The Developer may not assign or transfer this Agreement or any of its rights hereunder to a person or entity that is not affiliated with the Developer without the consent of the County, which consent if required shall not be unreasonable, withheld, conditions or delayed.

12. No Waiver

No waiver of any County or ESD rights arising under this Agreement, or any source, can occur unless such waiver shall be in writing and signed by County and/or ESD and such written documents manifests a clear and unequivocal intent by County and/or ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. County and/or ESD may not be estopped from asserting any of its legal rights, including by not limited to its rights under this agreement, unless County and/or ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the term of such written document. Absent such written document, there shall no estoppel against County and/or ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein as a term of art as used in the legal profession.

13. Integration/Modification

- (a) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.
- (b) The Developer's representations and warranties, as set forth in section 9(o) herein, are repeated and reiterated and are made part of this Section 13 of this Agreement. Furthermore, the Developer acknowledges and agrees that County has made not representations, either oral or in writing, other than those that are set forth in this Agreement. Specifically, the Developer acknowledges and agrees that County has made no promises, warranties or representations, of any nature, kind or description: (a) that the Project will and/or can be, the assistance received from the County notwithstanding, successful; and (b) that the Developer will be able, following the closing of this transaction, i.e., the date set forth by the last signatory to the Agreement, to obtain the particular complement of personnel, and/or any other resource, material or item that its business requires. To the contrary, the Developer acknowledges, agrees, warrants and represents to the County that it has, prior to the consummation of this transaction, engaged in its own

complete and comprehensive due diligence inquiry with respect to all aspects of the Project, including without limitation the suitability of the Project Location, the probability of the Project's success at that location and its ability to obtain, at the Project Location, the particular complement of personnel and/or any other resource, material or item that its business requires and/or will in the future require. The Developer acknowledges and agrees and specifically represents to the County that it is not relying upon any statements or representations from the County, oral or otherwise, regarding any such matters, and/or about any other aspect of the Project. Any such reliance by the Developer, which understands and full accepts any and all risks that it is undertaking in connection with the Project, and its absolute responsibility as Developer to fulfill all of its obligations under the Agreement, including without limitation its obligation to fulfill all job creation/retention goals, would be and is unreasonable.

14. Non-Discrimination and Contractor & Supply Diversity

The Developer will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies as set forth in Exhibit G of the Project Agreement.

15. Books and Records, Project Audit

- (a) The Developer will maintain accurate books and records concerning the project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to the County, ESD, their agents, officers and employees during the Developer's business hours upon reasonable request.
- (b) The County and ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Developer to assure that the Developer is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.
- (c) In the event that the Developer fails, during the period following the expiration or earlier termination of this Agreement, to comply with the terms of this Section 15, including without limitation failing to accord the County and/or ESD the ability to conduct field inspections and audits, the County and ESD shall have the right to recover all its costs, inclusive of attorneys' and other related professional fees, incurred in order: (i) to compel the production of books and records; (ii) to conduct field inspections and audits; and (iii) to assess and evaluate the Developer's business and, inter alia, the manner in which the funds provided under the Agreement were employed. Such recovery shall be in addition to, and not in lieu of, any sums to which the County and ESD is and/or was entitled to recapture under the terms of Section 10 hereof, and Exhibit B of this Agreement, including without limitation section 10 (a)(ii), resulting from the Developer's pre-expiration/termination default.

16. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 7, 9(g), (j) and (l) (except insofar as any of the aforesaid Sections have been waived) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Developer's obligations or responsibilities under the aforesaid

Sections, and/or the County's and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 16 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, the County and ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on the County's or ESD's behalf.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the materials attached hereto as Exhibit A and any other term or condition of this agreement, then the term of condition of this Agreement shall govern.

18. Confidentiality of Information

Information contained in reports made to the County and ESD or otherwise obtained by the County or ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Developer, will be kept confidential by the County and ESD, to the extent such information is determined by the County or ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed.. Notwithstanding the foregoing, the County and ESD will not be liable for any information disclosed, in the County's or ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which the County or ESD is required to disclose pursuant to legal process.

19. Special Provisions

The Contractor shall comply with the special provisions, if any, set forth in Exhibit I of the Project Agreement.

20. Litigation Costs

The Developer shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of the County's and ESD's costs including, without limitation, County Attorney and ESD attorney's fees. The Developer shall also pay any and all of ESD's collection costs, including, without limitation, its' attorney's fees.

21. Venue

In the event either the County or the Developer shall initiate litigation against the other party to protect or enforce any right or benefit in favor of such party under the terms of this agreement, the parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be the County of Rensselaer.

22. Waiver

The Developer knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaim in any action brought by ESD or the County under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Rensselaer County:

Kiliaen's Landing LLC:

BY _____
Steven F. McLaughlin

BY _____

TITLE _____
County Executive

TITLE _____
Member

DATE _____

DATE _____

As To Form:

Carl Kempf, Count Attorney

Justin Ned, Budget Analyst

EXHIBITS

Exhibit A – Project Description and Project Agreement