

A regular meeting of the Rensselaer County Capital Resource Corporation (the "Corporation") was convened in public session in the 3rd Floor Conference Room at the Quackenbush Building located at 333 Broadway in the City of Troy, Rensselaer County, New York on November 8, 2018 at 4:00 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chairman of the Corporation, and, upon roll being called, the following directors of the Corporation were:

PRESENT:

John H. Clinton, Jr.	Chairman
Michael Della Rocco	Vice Chairman
Cynthia A. Henninger	Secretary/Treasurer
Ronald Bounds	Assistant Secretary/Treasurer
Douglas Baldrey	Director
James Church	Director
Renee Powell	Director

ABSENT:

CORPORATION STAFF PRESENT INCLUDED THE FOLLOWING:

Robert L. Pasinella, Jr.	Executive Director
Robin LaBrake	Assistant
John Sweeney, Esq.	Corporation Counsel
M. Cornelia Cahill, Esq.	Special Counsel

The following resolution was offered by _____, seconded by _____, to wit:

Resolution No. 1118-__

RESOLUTION AUTHORIZING THE HIRING OF ATTORNEY.

WHEREAS, Article 14 of the Not-for-Profit Corporation Law of the State of New York (the "Act") was duly enacted into law as Chapter 1066 of the Laws of 1969 of the State of New York; and

WHEREAS, the Act provides for the incorporation of local development corporations to relieve and reduce unemployment, promote and provide for additional and maximum employment, for the bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the community or area or by encouraging the development, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

WHEREAS, the Act authorizes local development corporations to acquire by purchase, lease, bequest, devise or otherwise real or personal property or interests therein, to borrow money and to issue negotiable bonds, notes and other obligations therefor and to sell, lease, mortgage or otherwise dispose of or encumber any of its real or personal property or any interest therein upon such terms as it may determine; and

WHEREAS, the Rensselaer County Capital Resource Corporation (the "Corporation") was formed pursuant to the provisions of the Act and a resolution of the Legislature of Rensselaer County, New York as a local development corporation within the meaning of the Act; and

WHEREAS, the Corporation is desirous of retaining legal counsel for the purpose of providing legal services as needed to the Corporation; and

WHEREAS, such services are "professional services" as contemplated by the Corporation's Procurement Policy; and

WHEREAS, Barclay Damon LLP is known to have the necessary skills and professional expertise to provide such services in a competent, timely and cost efficient manner; and is known to possess the required qualities of accountability, reliability, responsibility, skill, reputation, education and training, judgment, integrity and moral worth; and does not appear to have any known conflicts of interest; and

WHEREAS, the procurement of the legal services of Barclay Damon LLP is authorized and permitted under Section 4(A) of the Corporation's Procurement Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE RENSSELAER COUNTY CAPITAL RESOURCE CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby approves the procurement of the legal services of Barclay Damon LLP for the Corporation.

Section 2. The Executive Director is hereby authorized to execute and deliver a retainer agreement with Barclay Damon LLP for such legal services, substantially as set forth in the attached retainer agreement.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

John H. Clinton, Jr.	VOTING
Michael Della Rocco	VOTING
Cynthia A. Henninger	VOTING
Ronald Bounds	VOTING
Douglas Baldrey	VOTING
James Church	VOTING
Renee Powell	VOTING

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Capital Resource Corporation (the "Corporation"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the directors of the Corporation, including the Resolution contained therein, held on November 8, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all directors of the Corporation had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the directors of the Corporation present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November, 2018.

(Assistant) Secretary

RETAINER AGREEMENT

1. **The Agreement.** This Retainer Agreement ("Agreement") states the terms under which Barclay Damon LLP (we or "BD") shall provide and the Corporation shall pay for legal services. For purposes of this Agreement, "Corporation" means Rensselaer County Capital Resource Corporation. BD represents only the Corporation and does not represent its officers, directors or employees.

2. **Scope of Services.** BD shall provide legal services to the Corporation in connection with day-to-day legal questions for the Corporation and specified economic development projects as requested by the Corporation (the "Matter"). BD may provide legal services related to transactions between the Corporation and third parties, which third parties will pay for the BD legal services (the "Transactional Legal Services").

3. **Primary Attorney.** M. Cornelia ("Connie") Cahill will be the attorney at BD who has primary responsibility for work on the Matter ("Primary Attorney"). The Primary Attorney may be reached at the following contact information: telephone (518) 429-4296, e-mail mcahill@barclaydamon.com. The legal secretary for the Primary Attorney is Erin Kayser who may be reached at the following contact information: telephone (518) 429-4288, e-mail ekayser@barclaydamon.com. The Primary Attorney may use other BD attorneys and non-attorney staff (such as paralegals) to do work on the Matter. BD reserves the right to change the Primary Attorney. The Corporation has the right, exercisable at any time, to require a change in the Primary Attorney and other attorneys and staff working on the Matter. BD also reserves the right to make changes to such personnel at any time.

4. **Corporation Confidentiality.** BD will protect Corporation confidences and secrets as required by law. Please use special care when communicating with BD via electronic mail or by cellular telephone because such methods of communication are not always secure and could lead to the inadvertent waiver of attorney-Corporation privilege.

5. **Conflicts of Interest.** At this time, we are unaware of any matters involving the Firm that would prevent or limit us from serving the Corporation or that would constitute actual or potential conflicts of interest or would risk the disclosure of confidential information or impingement of the duty of loyalty. However, in the interest of full disclosure, the Firm advises you that we are a full service law firm engaged in many different areas of practice. Thus, it is possible that issues may arise in connection with our representation of other clients that could put our Firm into a potential or actual conflict with the Corporation. For example, we represent a several energy and utility clients which have operations and/or projects in Rensselaer County including, but not limited to National Grid and Buckeye Partners. It is possible that attorneys in our Energy, Project Development or Real Property Tax Practice Areas may at some future point(s) in time represent clients in connection with the request for financial assistance from the Corporation as may be required for an existing or proposed development project. In that event,

there would be a technical conflict of interest. Because of the nature of our practice, we believe that addressing this issue at this time is prudent.

In the event our Firm is engaged by the Corporation and such other matters later emerge, we will do our utmost to achieve a resolution of those matters in an acceptable manner, including but not limited to the pursuit of a waiver from the other client. If we are unable to obtain a waiver, we will decline the engagement. However, we require that the Corporation agree to an advance waiver for this limited category of practice upon our engagement.

6. **Fees.** The fees BD will charge for its services in connection with day-to-day legal advice and drafting of resolutions. BD will not charge for attendance at meetings of the Corporation. BD will charge a blended rate of \$275 for all attorneys providing services to the Corporation. The fees that BD will charge for any Transactional Legal Services will be set forth in a separate retainer agreement between BD and the Corporation.

In the event that there is a dispute as to fees, the Corporation may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. We would be happy to provide you with a copy of these rules at your request. Enclosed for your files is a Statement of Client's Rights and Responsibilities.

7. **Records Retention.** We will endeavor to return original documents and records to you at the termination of the engagement. Records are kept for at least seven years. Please inquire of your attorney as to the specific time period that records of your engagement will be retained. Following the expiration of the retention period, records are destroyed by confidential means.

8. **Termination.**

(a) **By Corporation.** The Corporation may terminate this engagement at any time for any reason by notifying BD in writing. The Corporation shall be responsible for outstanding invoices, for unbilled fees and expenses incurred before termination, and for fees and expenses in connection with an orderly transition of the Matter.

(b) **By BD.** BD may terminate this engagement at any time for any reason, including the Corporation's failure to pay BD's fees and expenses, provided, however, that BD's right to terminate is subject to the applicable rules of professional conduct and the rules of any court having jurisdiction of the Matter.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between BD and the Corporation as to the Matter and may be changed only by a written document, signed by both parties.

10. **Governing Law.** Any dispute arising under this Agreement shall be governed by the laws of the State of New York. The Corporation consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York in and for the County of Albany to resolve any such disputes.

11. **Additional Services.** BD is a full-service law firm with a wide array of expertise as described in the enclosed list of our Practice Groups. Please feel free to contact the Practice Group Chair about additional services offered by BD.

Thank you for allowing BD to be of service to you in connection with this engagement. If the terms of this Retainer Agreement meet with your approval, please so indicate by signing and returning the original. A counterpart of this Retainer Agreement is enclosed for your files.

RENSSELAER COUNTY CAPITAL
RESOURCE CORPORATION:

BARCLAY DAMON LLP

Robert L. Pasinella, Executive Director

By: _____
M. Cornelia Cahill

Dated: _____

Dated: _____

BARCLAY DAMON ^{LLP}**PRACTICE AREAS**

<u>Bankruptcy & Creditors' Rights</u> Beth Ann Bivona (716) 858-3849 J. Eric Charlton (315) 425-2716	<u>Land Use & Zoning</u> Jeffery D. Palumbo (716) 858-3728
<u>Branding, Trademarks & Copyrights</u> Jason S. Nardiello (315) 425-2817	<u>Lobbying & Election Law Compliance</u> Yvonne E. Hennessey (518) 429-4293
<u>Commercial Litigation</u> Jon P. Devendorf (315) 425-2724 Randolph C. Oppenheimer (716) 858-3780	<u>Mass & Toxic Torts</u> Carol G. Snider (716) 858-3782
<u>Construction & Surety</u> James P. Domagalski (716) 566-1510	<u>Media & First Amendment Law</u> Joseph M. Finnerty (716) 566-1471
<u>Corporate</u> James J. Canfield (315) 425-2763 Christopher T. Greene (716) 858-3730	<u>Patents & Prosecution</u> Peter J. Bilinski (315) 425-2856
<u>Energy</u> Richard R. Capozza (315) 425-2710	<u>Professional Liability</u> Thomas J. Drury (716) 858-3845
<u>Environmental</u> Frank V. Bifera (518) 429-4224 Yvonne E. Hennessey (518) 429-4293	<u>Project Development</u> Kevin R. McAuliffe (315) 425-2875
<u>Family & Matrimonial Law</u> Christopher A. Cardillo (716) 858-3881	<u>Public Finance</u> M. Cornelia Cahill (518) 429-4296 Susan Katzoff
<u>Financial Institutions & Lending</u> Roger F. Cominsky (716) 566-1413	<u>Real Estate</u> Christopher J. Centore (315) 425-2756
<u>Health Care Controversies</u> Linda J. Clark (518) 429-4241	<u>Real Property Tax & Condemnation</u> Mark R. McNamara (716) 566-1536
<u>Health Care & Human Services</u> Susan A. Benz (716) 858-3812 Melissa M. Zambri (518) 429-4229	<u>Regulatory</u> Maureen O. Helmer (518) 429-4220 Brenda D. Colella (315) 425-2722
<u>Higher Ed</u> Edward G. Melvin (315) 425-2783	<u>Tax</u> Gerald F. Stack (315) 425-2829
<u>Insurance Coverage & Regulation</u> Anthony J. Piazza (585) 295-4420	<u>Telecommunications</u> Jeffrey W. Davis (315) 425-2823
<u>Intellectual Property Litigation</u> Douglas J. Nash (315) 425-2828	<u>Torts & Products Liability Defense</u> Matthew J. Larkin (315) 425-2805
<u>International Business</u> Richard J. Day (716) 566-1422 Gust P. Pullman (716) 858-3726	<u>Trusts & Estates</u> Marcy Robinson Dembs (315) 425-2740 Jennifer G. Flannery (716) 858-3701
<u>Labor & Employment</u> Laurence B. Oppenheimer (716) 566-1575	<u>White Collar</u> Daniel J. French (315) 413-4050 Gabriel M. Nugent (315) 425-2836

Statement of Client's Rights and Responsibilities

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case; show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that are revealed in the course of the relationship.

You are entitled to a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

Your attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

Your attorney may not request a retainer fee that is nonrefundable. That is, should you discharge your attorney, or should your attorney withdraw from the case, before the retainer is used up, he or she is entitled to be paid commensurate with the work performed on your case and any expenses, but must return the balance of the retainer to you. However, your attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case, which estimate shall be made in good faith but may be subject to change due to facts and circumstances affecting the case.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent by counsel, and to raise any objections or errors in a timely manner. Time spent in discussion or explanation of bills will not be charged to you.

You are expected to be truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable him or her to competently prepare your case.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court at your adversary.

You have the right to be present in court at the time that conferences are held.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to cover legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

In the event of a fee dispute, you may have the right to seek arbitration. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.