

# THE AGENCY

BROOME COUNTY IDA / LDC

## BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

November 18, 2020 • 12:00 p.m. • The Agency Conference Room  
FIVE South College Drive, Suite 201, 2nd Floor  
Binghamton, New York 13905

### AGENDA

1. Call to Order J. Bernardo
2. Approve Transcript – October 21, 2020 Board Meeting J. Bernardo
3. Public Comment J. Bernardo
4. Executive Director's Report S. Duncan
  - Updates
  - Internal Financial Report – October 31, 2020
5. Loan Activity Reports as of October 31, 2020 T. Gray
- New Business
6. Resolution Approving a \$50,000.00 Emergency Loan Request from Highland Hollow Farm, LLC, from the STEED Loan Fund Program, as Set Forth in the Commitment Letter Attached Hereto as Exhibit "A" T. Gray
7. Resolution to Adopt an Organizational Strategic Plan for the Broome County IDA/LDC for Years 2021-2025 S. Duncan
8. Resolution Authorizing The Agency to Join the New York State Retirement System and to Execute any and all Documents Necessary to Effect The Agency Participation Therein S. Duncan
9. Resolution Accepting 2021 IDA Budget S. Duncan
10. Executive Session: To Discuss the Acquisition of Real Property S. Duncan
- Old Business
11. Adjournment J. Bernardo

**Broome County IDA**  
**Internal Financial Status Reports**  
**October 31, 2020**

**Broome County IDA  
Financial Statements vs. Budget  
Month Ended 10/31/20**

Month # -> 10

	<u>2020 Approved Budget</u>	<u>Actual YTD thru 10/31/20</u>	<u>Budgeted YTD thru 10/31/20</u>	<u>Variance</u>
<b><u>INCOME:</u></b>				
<b>A) Land/Building Income:</b>				
265 Industrial Park Drive	\$ 181,667	\$ -	\$ 151,389	\$ (151,389)
ADEC Mortgage	58,838	34,322	49,031	(14,709)
Airport Corporate Loan Hangar Lease	50,000	199,727	41,667	158,060
FIVE South College Drive Tenant Leases	87,600	72,067	73,000	(933)
Miscellaneous Income	10,000	41,736	8,333	33,403
Solar City	5,000	5,000	4,167	833
Save Around Parkway, LLC*	21,587	20,000	17,989	2,011
Subtotal	414,691	372,851	345,576	27,275
<b>B) BCIDA Fees:</b>				
IRB/Sale Leasback Fees	615,000	506,311	512,500	(6,189)
Loan Fund Administration	35,000	3,651	29,167	(25,516)
Subtotal	650,000	509,962	541,667	(31,709)
<b>C) Other Income:</b>				
Bank Interest	90,000	116,380	75,000	41,380
<b>TOTAL INCOME</b>	\$ 1,154,691	\$ 999,193	\$ 962,243	\$ 36,950
<b><u>EXPENSES:</u></b>				
<b>A) Administration:</b>				
Salaries	\$ 410,000	\$ 357,476	\$ 347,948	\$ (9,524)
Benefits	189,000	155,332	157,500	2,368
Professional Service Contracts	50,000	31,243	41,667	10,424
Payroll Administration	2,000	1,751	1,667	(84)
Investment Management	18,000	17,776	15,000	(2,776)
Subtotal	669,000	563,377	563,781	403
<b>B) Office Expense:</b>				
Postage	2,000	1,060	1,667	603
Telephone/Internet Service	2,000	4,646	1,667	(2,973)
Equipment & Service/Repair Contracts	15,000	13,209	12,500	(701)
Supplies	7,000	6,115	5,833	(311)
Travel/Transportation	16,000	4,171	13,333	9,166
Meetings	17,000	4,524	14,167	9,643
Training/Professional Development	7,000	8,695	5,833	(2,863)
Membership/Dues/Subscriptions	7,000	7,419	5,833	(1,583)
Audit	15,000	7,920	12,500	4,580
Legal	70,000	74,623	58,333	(16,283)
Insurance (Agency, Director & Officers)	15,000	16,043	12,500	(3,543)
Contingency	5,000	11,303	4,167	(7,133)
Subtotal	178,000	159,757	148,333	(11,423)
<b>C) Business Development:</b>				
Advertising	40,000	40,190	33,333	(6,851)
Printing & Publishing	15,000	14,730	12,500	(2,230)
Public Relations Contract	40,000	37,807	33,333	(4,473)
Subtotal	95,000	92,727	79,167	(13,563)

**Broome County IDA  
Financial Statements vs. Budget  
Month Ended 10/31/20**

Month # -> 10

	2020 Approved Budget	Actual YTD thru 10/31/20	Budgeted YTD thru 10/31/20	Variance
<b>D) FIVE South College Drive Expenses</b>	87,600	71,384	73,000	1,616
<b>E) Building/Property Maintenance:</b>				
<b>Broome Corporate Park</b>				
Maintenance - Mowing/Snowplowing	5,000	7,389	4,167	(3,222)
<b>Deposit Community Center</b>				
Maintenance - Mowing/Snowplowing/Utilities	12,000	-	10,000	10,000
<b>600 Main Street</b>				
Maintenance - Mowing/Snowplowing	14,000	14,250	11,667	(2,583)
Subtotal	31,000	21,639	25,833	4,167
<b>TOTAL EXPENSES</b>	\$ 1,060,600	\$ 908,883	\$ 890,114	\$ (18,767)
<b>OPERATING INCOME</b>	\$ 94,091	\$ 90,310	\$ 72,128	\$ 18,183

\*Represents Deposit On Charles Street Sale From Binghamton LDC. This replaced the potential sale to Save Around.

**Broome County IDA  
Summary of Bank Deposits and Investments**

Account	Month End Balance	Statement Date	Rate
<b>Cash &amp; Bank Deposits</b>			
Petty Cash	100.00	10/31/2020	
NBT BCIDA Checking	18,526.58	10/31/2020	0.00%
NBT BCIDA Money Market	571,973.97	10/31/2020	0.15%
<b>Total Cash &amp; Bank Deposits</b>	<u>590,600.55</u>		
<b>Portfolio Investment Accounts</b>			
Cash & Equivalents	-	10/31/2020	
NBT Transition Account	673.57	10/31/2020	0.08%
CDs & Time Deposits		10/31/2020	
US Treasury Bonds & Notes	7,373,560.25	10/31/2020	1.96%
<b>Total Portfolio Value</b>	<u>7,374,233.82</u>		
<b>Total Cash, Bank Deposit Accounts &amp; Investments</b>			
	<u><u>7,964,834.37</u></u>		
<b>Loan Funds</b>			
<b>STEED</b>			
Petty Cash	100.00	10/31/2020	
NBT STEED Checking	2,628.30	10/31/2020	0.00%
NBT STEED Money Market	33,061.25	10/31/2020	0.10%
<b>Total STEED</b>	<u>35,789.55</u>		
<b>BDF</b>			
NBT BDF Checking	567.96	10/31/2020	0.00%
NBT BDF Money Market	417,662.56	10/31/2020	0.10%
<b>Total BDF</b>	<u>418,230.52</u>		
<b>Total Loan Funds</b>			
	<u><u>454,020.07</u></u>		
<b>Total Combined Funds</b>			
	<u><u>8,418,854.44</u></u>		

**Broome County IDA  
Account Receivables**

<b>BCIDA Notes Receivable</b>	<b>Beginning Balance</b>	<b>Interest Rate</b>	<b>Total Principal Payments as of 10/31/2020</b>	<b>Total Interest Payments 10/31/2020</b>	<b>Outstanding Balance as of 10/31/2020</b>	<b>Status</b>	<b>Comments</b>
265 Industrial Park Drive 3/29/2017	3,325,776.00	3.0%	175,701.62	137,857.77	3,150,074.38	Forbearance	Building Sale Monthly Payment
ADEC 8/5/2015	710,000.00	3.0%	194,983.09	89,398.45	515,016.91	Current	Mortgage Agreement Monthly Payment \$4,903.13
Broome County - Airport Hangar 9/1/2016	241,067.88	3.0%	241,067.88	10,638.79	-	Current	Mortgage Agreement - Refinanced 1/1/19 Monthly Payment \$4,331.67
Broome County - Solar City 8/15/2016	100,000.00	0.0%	20,000.00	-	80,000.00	Current	Land Lease Annual Payment \$5,000
Precium Holdings - Charles St. 5/23/2017	80,000.00	3.0%	10,237.78	7,509.42	69,762.22	Current	Land Sale Monthly Payment \$443.68

**Steed Loan Status**

<b>BORROWER</b>	<b>Opening Balance 1/1/2020</b>	<b>Current Balance 10/31/2020</b>	<b>Maturity Date</b>	<b>Status 10/31/2020</b>
17 Kentucky Ave., LLC	206,040.89	198,471.64	1/1/2033	Current
20 Delaware Ave, LLC	107,895.88	96,198.65	1/1/2025	Current
Airport Inn Restaurant, LLC	-	35,000.00	6/1/2026	Current
Alice's Closet		25,000.00	7/1/2026	Current
AMT, Inc. #2	10,610.96	1,787.12	12/1/2020	Current
Bernice Brews, LLC (Marshall McMurray)	-	10,000.00	8/1/2026	Current
Better Offer Properties, LLC	37,130.08	32,362.72	3/1/2024	Current
BrightDrive, HCS, LLC		60,000.00	10/1/2026	Current
Bryant Heating & Air	-	75,000.00	5/1/2026	Current
Concept Systems	60,703.61	48,657.98	10/1/2022	Current
DGC Jewelers, Inc.		15,000.00	6/1/2026	Current
Daniel Liburdi	-	17,000.00	6/1/2026	Current
Denise O'Donnell	-	10,000.00	6/1/2026	Current
F.A. Guemsey, Co., Inc.	118,273.72	118,273.72	6/1/2024	Bankruptcy
Fuller Holding Company, LLC	-	156,941.73	2/1/2035	Current
Integrated Wood Components, Inc.	-	100,000.00	9/1/2026	Current
Matco Group (formerly VMR Corp)	7,449.73	-	7/1/2020	Current
Melissa Beers	-	25,000.00	5/1/2026	Current
Mountain Fresh Dairy	92,416.06	92,416.06	12/1/2021	Litigation
MS Machining	16,555.60	12,910.03	7/1/2022	Current
Odyssey Semiconductor Technology	-	100,000.00	8/1/2026	Current
Prepared Power	57,596.35	56,354.58	10/1/2033	Current
Paulus Development Company, LLC	-	240,782.09	6/1/2030	Current
Roberts Stone	51,313.86	34,599.15	7/1/2022	30 Days
Sirgany Eyecare	84,660.96	64,001.62	4/1/2022	Current
SpecOp Tactical Center	70,453.61	70,453.61	5/1/2024	Litigation
T-Squared Custom Millwork, Inc.	29,510.52	25,739.59	4/1/2024	Current
Triple Cities Metal Finishing	3,099.25	-	1/1/2020	Current
<b>TOTAL</b>	<b>953,711.08</b>	<b>1,721,950.29</b>		

**Business Development Fund Status**

<b>BORROWER</b>	<b>Opening Balance 1/1/2020</b>	<b>Current Balance 10/31/2020</b>	<b>Maturity Date</b>	<b>Status 10/31/2020</b>
17 Kentucky Ave., LLC	93,730.64	90,512.82	10/1/2033	Current
20 Delaware Ave., LLC	105,198.85	93,794.09	1/1/2025	Current
265 Main St, LLC	143,551.40	140,437.20	9/1/2033	Current
ADEC Solutions USA, Inc.	119,423.93	-	9/1/2025	Current
Matco Group (formerly VMR Corp)	2,483.08	-	7/1/2020	Current
Mechanical Specialties Co.	13,244.56	10,328.12	7/1/2022	Current
Roberts Stone	33,519.79	22,601.38	7/1/2022	30 Days
SpecOp Tactical Center	74,856.90	74,856.90	5/1/2024	Litigation
250 Main Street, LLC	49,589.67	48,616.14	10/1/2029	Current
<b>Total</b>	<b>635,598.82</b>	<b>481,146.65</b>		



**BR+E Loan Status**

<b>BORROWER</b>	<b>Opening Balance</b> 1/1/2020	<b>Current Balance</b> 10/31/2020	<b>Maturity Date</b>	<b>Status</b> 10/31/2020
265 Main St, LLC	47,850.52	46,812.47	9/1/2033	Current
Gordon Dusinberre, DBA Northside Auto	-	25,000.00	10/1/2026	Current
Grow Hemp, LLC	43,145.93	41,521.67	11/1/2025	Current
Prepared Power	47,996.97	46,962.15	10/1/2033	Current
250 Main Street, LLC	49,589.67	48,616.14	10/1/2029	Current
Total	188,583.09	208,912.43		

**Loan Delinquency Status**

**STEED**

F. A. Guernsey  
Mountain Fresh Dairy  
SpecOp Tactical  
Roberts stone

Bankruptcy  
Litigation  
Litigation  
30 Days

**BDF**

SpecOp Tactical  
Roberts Stone

Litigation  
30 Days

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
LOAN FUNDS ACTIVITY AS OF  
October 31, 2020**

<b>STEED ACCOUNT BALANCE:</b>	\$ 35,689.55		
<b>Amount held at ARC in Washington, DC</b>	\$ 61,051.60		
<b>LOAN COMMITMENTS</b>		<b>Commitment Date</b>	<b>Expiration Date</b>
Highland Hollow Farm, LLC	\$ 50,000.00		12/31/2020
<b>Total STEED Loans Commitments</b>	\$ 50,000.00		
<b>Available to Lend</b>	\$ 46,741.15		

**BDF ACCOUNT BALANCE:** \$ 418,230.52

<b>LOAN COMMITMENTS</b>		<b>Commitment Date</b>	<b>Expiration Date</b>
<b>Total BDF Loan Commitments</b>	\$ -		
<b>Available to Lend</b>	\$ 418,230.52		

**BR+E** \$ 111,416.91

<b>LOAN COMMITMENTS</b>		<b>Commitment Date</b>	<b>Expiration Date</b>
<b>Total BRE Loan Commitments</b>	\$ -		
<b>Available to Lend</b>	\$ 111,416.91		

## BOARD OF DIRECTORS

**AGENDA ITEM #3:** A \$50,000 emergency loan request from Highland Hollow Farm LLC from the STEED Loan Fund Program to assist in the acquisition of machinery and equipment for use at its facility at 322 Colby Road Schoharie, NY.

### INTRODUCTION

Benaye Raylinsky (51%) and Dave Raylinsky Jr. (49%) owners of Highland Hollow Farm LLC have requested \$50,000 to assist them in the acquisition of machinery and equipment for use at their farm in Schoharie, New York. The request is part of a financing package with the Mohawk Valley Rehabilitation Corporation and the New York Grown and Certified Program that will allow the Raylinsky's to renovate an existing barn and equip it with meat processing equipment. Highland Hollow Farm currently has a New York State 20 C processing facility on site but the Covid 19 pandemic has resulted in customer demands that have outgrown its capacity. Labor problems at other processing facilities as well as expanded lead times have convinced surrounding farmers that a local, more reliable processing facility is needed. Uses and sources are as follows:

### USES OF PROJECT FUNDS

Machinery and Equipment Acquisition	\$	100,000	(28.6%)
Renovations	\$	<u>250,000</u>	<u>(71.4%)</u>
<b>TOTAL PROJECT COST</b>	\$	350,000	(100.0%)

### SOURCES OF PROJECT FUNDS

BCIDA STEED	\$	50,000	( 14.3%)
Mohawk Valley Rehabilitation Corporation	\$	200,000	( 57.1%)
NY Grown & Certified	\$	43,000	( 12.3%)
Applicant Cash Equity	\$	<u>57,000</u>	<u>( 16.3%)</u>
<b>TOTAL PROJECT COST</b>	\$	350,000	(100.0%)

### COMPANY PROFILE

Highland Hollow Farm is owned and operated by husband and wife David and Benaye Raylinsky. The Raylinsky's moved to Schoharie in 2016 and began the farm with 30 cows, a dozen pigs and sheep and one tractor. The farm currently has 300 cows and over 200 pigs as well as a sophisticated breeding program in place. The farm is licensed to process the animals raised allowing it to sell products direct to customers. An on-farm butcher shop exists that sells direct to consumers and provides a delivery service to a dozen area restaurants. The farm's business model has transitioned over the years from selling processed turkeys, quarter, half and whole shares of beef, pork and lamb to now being a New York State licensed 20 C processing facility that processes 3-5,000 pounds of beef and pork a week.

The COVID-19 pandemic has drastically increased demands for Highland's products and outstripped its capabilities to meet those demands. The proposed new USDA approved facility will not only allow the farm to meet the current growing demand, provide needed services to other local and regional farmers, but also allow the expansion of product sales into new markets.

### **JOB CREATION**

The total current employment for Highland Hollow Farm LLC is 2. If the financing requested is approved the 2 full-time positions will be retained within three years.

### **ENVIRONMENTAL IMPACT**

The applicant believes the project will not have a negative impact on the environment.

### **CASH AVAILABLE TO SUPPORT EXISTING AND NEW DEBT SERVICE**

	FY21
Depreciation Expense	\$ 52,000
Interest Expense	\$ 15,000
Net Profit	<u>\$ 152,000</u>
<b>Total Cash Available for Debt Service</b>	<b>\$ 219,000</b>

### **DEBT SERVICE REQUIREMENTS OF THE PROPOSAL**

Existing M&E Annual Debt Service Payments	\$ 21,972
Existing Farm Credit Annual Debt Service Payments	\$ 30,000
New MVEDD Annual Debt Service Payments	\$ 42,168
New BCIDA STEED Annual Debt Service Payments (11/21)	<u>\$ 10,644</u>
<b>TOTAL ANNUAL DEBT SERVICE PAYMENTS</b>	<b>\$ 104,784</b>

### **RECOMMENDATION**

Highland Hollow Farm is a family owned and operated business located in Schoharie, New York. The farm and its butcher shop currently supply consumers and restaurants in the Capital District to the Catskills. Co-owner, Dave Raylinsky Jr. is a 4<sup>th</sup> generation farmer/butcher. Dave Jr. apprenticed under Dave Raylinsky Sr. who has 60 years butchering experience and 30 years experience working in the slaughterhouse industry. Dave Sr. will be overseeing daily operations of the proposed new facility. The COVID-19 pandemic has stretched meat supplies

drastically as can be noticed in most retail stores. Due to labor shortages and increasingly longer lead times regional meat processing facilities have been unable or unwilling to produce the requirements of commercial and retail customers. The Raylinsky's are proposing to address this problem by renovating and equipping a currently unused barn into a USDA approved meat processing facility. This facility will not only process animals raised on the Highland Hollow Farm but also accommodate neighboring producers and in the end result in a significant reduction in processing fees. Highland Hollow Farm is seeking financial assistance to acquire processing and packaging equipment needed to increase its capabilities to process and provide meat products to the local and regional markets. A recent credit report on Mr. Raylinsky and Mrs. Raylinsky indicated a satisfactory credit history; Fair Isaac Score of 705 and 726 respectively. More importantly, with the new emergency financing request, the current 2 full time positions will be retained within three years. Based on this and the information in the previous sections, the ALC and I would recommend a STEED financing commitment under the following terms and conditions.

Borrower: Highland Hollow Farm LLC

Loan Amount and Fund: \$50,000 from the STEED Revolving Loan Fund

Term of the Loan: 6 years with year one principal and interest waived

Loan Interest Rate: 75% of the prime rate at the time of closing

Collateral and Security for the Loan: A shared co-equal first security position with Mohawk Valley Rehabilitation Corporation (MORECO) on all machinery and equipment to be purchased. Also, the loan will be secured with the personal guarantees of Benaye Raylinsky and David Raylinsky Jr.

November 18, 2020

Highland Hollow Farm LLC  
Att: Benaye and David Raylinsky, Jr.  
322 Colby Road  
Schoharie, NY 14850

Dear Benaye and David:

The Broome County Industrial Development Agency (BCIDA) has approved a \$50,000 STEED loan for use by your firm. The Borrower is Highland Hollow Farm LLC. The loan commitment is subject to the terms and conditions set forth below:

1. Proceeds of the STEED loan will be used solely and exclusively for the purchase of machinery and equipment required as a result of the COVID-19 virus.
2. Terms of the Loan. The loan shall be for 6 years with year 1 having no principal and interest payments. Equal monthly loan repayments will consist of principal and interest.

The Borrower shall make adequate provisions to complete the proposed project, for which the loan is given, and make full advance within sixty (60) days from the date closing. If at the end of sixty (60) days following the date of closing of the loan agreement full advance of funds has not been made; the BCIDA may, but is not obliged to, notify the Borrower that his loan may be in default of the loan agreement as set forth in the closing documents.

Notwithstanding the foregoing, in addition the events of default which are otherwise applied to this loan, the documents evidencing the loan will provide that the unpaid principal balance of the loan, together with any and all accrued interest thereon and related costs, may, at the option of the BCIDA become immediately due and payable in the event: (a) Borrower applies the loan to any other purpose than that outlined in paragraph three above; (b) Borrower sells, agrees to sell, leases or agrees to lease to a third party all or substantially all of its assets; (c) Borrower assigns, transfers, or otherwise agrees to assign or transfer to a third party, the collateral which is the security for the loan; (d) Borrower terminates its business operations; (e) Control of the Borrower is transferred to or otherwise becomes vested in persons other than those in control of the date thereof; (f) Borrower defaults on any of the terms and conditions of the loan with the Borrower specified in paragraph one of the document.

3. Prepayment Privileges. Borrower shall have the privilege of prepaying the loan in whole or in part at any time without payment of premium or penalty. Partial prepayments will not alter the amount of the subsequent monthly payments, nor will it be construed as to permit the foregoing of a payment, but shall only shorten the term of the loan herein. This will be done by application of payment to the principal indebtedness in numerical payment order, as shown on the amortization schedule, which will be distributed following the closing, and which shall be maintained throughout the life of the loan.

4. Rate of Interest. The interest rate for the loan will be fixed at seventy-five percent (75%) of the lowest prime rate published in the Wall Street Journal on the day of closing, rounded up or down to the nearest quarter percent (.0025).
5. The Borrower will furnish or cause to be furnished the following at or prior to closing:
  - A. Proof of payment of current and past federal and state income taxes.
  - B. A copy of the Borrower's Certificate of Incorporation; and/or d.b.a. (if applicable).
  - C. A certified copy of the Resolution of the Board of Directors authorizing this loan (if applicable).
  - D. Insurance policies insuring against all risks of physical loss or damage to real and personal property securing the loan; business interruption/extra expense sufficient to reimburse the Borrower for any and all indirect loss, and flood insurance (where required by the existence of the hazard). Such policies of insurance shall name the BCIDA as loss payee; Borrower shall also procure and maintain during the course of the loan Comprehensive General Liability insurance in an amount not less than \$1,000,000, each occurrence for Bodily Injury and Property Damage combined. All policies of insurance issued or maintained in conjunction with this agreement shall contain a clause to the effect that no cancellation, non-renewal, or material change may be made unless at least ten (10) days prior written notice be given to the BCIDA.
  - E. Borrower additionally agrees to provide any additional information/documentation or other items as may be requested or required by the BCIDA to close the loan.
6. Financial Statements. The Borrower shall provide to the BCIDA annual financial statements in satisfactory form and substance, and certified as accurate by the Borrower.
7. Annual Reporting. The Borrower shall provide the BCIDA with the number of full-time and part-time employees employed at Teasers Hair and Nail Studio total payroll figures, and property tax information. This report will be due at closing and on or before the first day of November of each year during the term of the loan, and certified as accurate by the Borrower.
8. All compensation, bonus, and/or indirect payment by the Borrower to any corporate officer or the Borrower may be limited by the BCIDA, if they are deemed to put the company in financial jeopardy or are currently in default.
9. The collateral security for the loan shall include those items checked below:
  - A. Shared co-equal first security position with MORECO on all machinery and equipment to be purchased.
  - B. The personal guarantee of Benaye Raylinsky and David Raylinsky, Jr.
10. The Borrower agrees to allow staff of the BCIDA access to the company facility, upon proper prior notice, for the purpose of inspection and verification of the loan proceeds use.



11. The Borrower agrees to comply with all federal and state requirements concerning civil rights, the environment, prevailing wage rates, flood protection insurance and access for the physically disabled.
12. Job Creation. The Borrower agrees to retain 2 full-time employees within 36 months of the closing of the STEED loan.
13. Acceptance of Commitment. If the terms and conditions herein are satisfactory, please sign where indicated and return to the BCIDA within 30 days of the date of the letter.
14. Closing of the within noted loan may take place within 10 days of the date hereof. If this original commitment letter is not signed and returned to the BCIDA within thirty (30) days from the date hereof, and/or if the loan is not closed within 180 days following the receipt of this letter, then the BCIDA's commitment is automatically terminated, unless the Borrower is otherwise notified by the BCIDA in writing.
15. No Material Change. Prior to loan closing and/or disbursement of loan proceeds, BCIDA may request and be provided with satisfactory evidence that there has (have) been no material adverse change(s) in the financial condition or otherwise, since the date of original application or approval, of the Borrower or Guarantor(s) that, in the opinion of BCIDA, may impair the ability of the Borrower and/or Guarantor(s) to repay the loan. Facts or circumstances constituting adverse changes include, but are not limited to, substantial business losses and changes in the personal financial condition of the Guarantor(s).
16. Release of BCIDA. The Borrower recognizes that it is seeking a loan from a non-profit organization composed of volunteers seeking to improve the community. In consideration of BCIDA reviewing the loan application, the borrower hereby expressly releases, waives, and discharges BCIDA and its directors, officers, employees and agents from any and all claims arising out of or related to this loan application or any loan the borrower may or may not receive as well as any subsequent dealings which the borrower may have with BCIDA. The Borrower understands that, without this release, BCIDA would not close the loan offered by this document.

Sincerely,

Thomas M. Gray  
Senior Deputy Director of Operations

ACCEPTANCE OF AGREEMENT

The \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the undersigned as owners of Highland Hollow Farms LLC \_\_\_\_\_, do hereby approve and accept the terms and conditions contained herein.

BY: \_\_\_\_\_  
Benaye Raylinsky

BY: \_\_\_\_\_  
David Raylinsky, Jr.

**Broome County IDA  
2021 Preliminary Budget**

	2020	2020	2020	2021
	Approved	Actuals Through	With EOY	Preliminary
	Budget	August 31, 2020	Estimates	Budget
<b>INCOME:</b>				
<b>A) Land/Building Income:</b>				
265 Industrial Park Drive	\$ 181,667	\$ -	\$ -	\$ 460,071
ADEC Mortgage	58,838	24,516	44,128	58,838
Airport Hanger Lease	50,000	199,727	199,727	-
FIVE South College Drive Tenant Leases	87,600	62,200	86,700	87,600
Bluestone	-	-	-	150,000
Canopy	-	-	-	100,000
Miscellaneous Income	10,000	27,135	37,135	10,000
Solar City	5,000	-	5,000	5,000
Save Around Parkway, LLC*	21,587	20,000	20,000	-
<b>Subtotal</b>	<b>414,691</b>	<b>333,577</b>	<b>392,690</b>	<b>871,509</b>
<b>B) BCIDA Fees:</b>				
IRB/Sale Leasback Fees	615,000	360,000	623,467	615,000
Loan Fund Administration	35,000	2,736	34,698	35,000
<b>Subtotal</b>	<b>650,000</b>	<b>362,736</b>	<b>658,165</b>	<b>650,000</b>
<b>C) Other Income:</b>				
Bank Interest	90,000	106,283	136,283	90,000
<b>TOTAL INCOME</b>	<b>\$ 1,154,691</b>	<b>\$ 802,596</b>	<b>\$ 1,187,138</b>	<b>\$ 1,611,509</b>
<b>EXPENSES:</b>				
<b>A) Administration:</b>				
Salaries	\$ 410,000	\$ 291,669	424,678	\$ 462,520
Benefits	189,000	124,495	184,495	272,749
Professional Service Contracts	50,000	21,505	35,329	40,000
Payroll Administration	2,000	1,526	2,047	2,000
Investment Management	18,000	13,350	18,025	20,000
<b>Subtotal</b>	<b>669,000</b>	<b>452,545</b>	<b>664,573</b>	<b>\$ 797,269</b>
<b>B) Office Expense:</b>				
Postage	2,000	951	1,491	2,000
Telephone/Internet Service	2,000	3,603	5,703	5,000
Equipment & Service/Repair Contracts	15,000	9,926	12,327	15,000
Supplies	7,000	5,406	7,739	7,000
Travel/Transportation	16,000	3,727	5,727	16,000
Meetings	17,000	4,121	6,421	17,000
Training/Professional Development	7,000	6,630	8,630	10,000
Membership/Dues/Subscriptions	7,000	6,142	8,476	7,000
Audit	15,000	7,920	7,920	15,000
Legal	70,000	48,065	70,705	70,000
Insurance (Agency, Director & Officers)	15,000	16,043	16,043	18,000
Contingency	5,000	11,303	12,970	5,000
<b>Subtotal</b>	<b>178,000</b>	<b>123,837</b>	<b>164,151</b>	<b>187,000</b>
<b>C) Business Development:</b>				
Advertising	40,000	34,348	45,528	40,000
Printing & Publishing	15,000	9,020	14,020	15,000
Public Relations Contract	40,000	26,257	38,257	40,000
<b>Subtotal</b>	<b>95,000</b>	<b>69,625</b>	<b>97,805</b>	<b>95,000</b>
<b>D) FIVE South College Drive Expenses</b>				
	87,600	62,835	95,599	87,600
<b>E) Building/Property Maintenance:</b>				
Broome Corporate Park				
Maintenance - Mowing/Snowplowing	5,000	5,423	7,001	5,000
Deposit Community Center				
Maintenance - Mowing/Snowplowing/Utilities	12,000	-	-	
600 Main Street				
Maintenance - Mowing/Snowplowing	14,000	10,400	15,600	14,000
<b>Subtotal</b>	<b>31,000</b>	<b>15,823</b>	<b>22,601</b>	<b>19,000</b>
<b>TOTAL EXPENSES</b>	<b>\$ 1,060,600</b>	<b>\$ 724,665</b>	<b>\$ 1,044,729</b>	<b>\$ 1,185,869</b>
<b>OPERATING INCOME</b>	<b>\$ 94,091</b>	<b>\$ 77,932</b>	<b>\$ 142,410</b>	<b>\$ 425,640</b>