

THE AGENCY

B R O O M E C O U N T Y I D A / L D C

BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

May 18, 2022 • 12:00 p.m. • The Agency Conference Room
FIVE South College Drive, Suite 201, 2nd Floor
Binghamton, New York 13905

AGENDA

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| 1. | Call to Order | J. Bernardo |
| 2. | Approve Transcript – March 16, 2022 Board Meeting | J. Bernardo |
| 3. | Public Comment | J. Bernardo |
| 4. | Executive Director's Report <ul style="list-style-type: none">• Updates• Internal Financial Report – March 31, 2022 and April 30, 2022 | S. Duncan |
| 5. | Loan Activity Reports as of April 30, 2022 | N. Abbadessa |

New Business

- | | | |
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| 6. | Resolution Authorizing an Extension of the June 10, 2021 Sales and Use Tax Exemption Agreement Granted to Kashou Enterprises, Inc. Through, and Including May 19, 2023, and Authorizing an Increase thereof in the Amount of \$91,440.00, for a Total Sales and Use Tax Exemption not to Exceed \$331,440.00 | S. Duncan |
| 7. | Resolution Authorizing The Agency to Enter into Three (3) Year Term Contract(s) for Architectural, Engineering, Civil and Environmental Services | S. Duncan |
| 8. | Resolution to Approve a Proposal from Sentry Alarms, Providing for the Installation of Four (4) Exterior Cameras, Two (2) Interior Cameras and Two (2) Glass Break Detectors to the Existing Security System | S. Duncan |
| 9. | Discussion Regarding an Amendment to the Open Meetings Law | S. Duncan |
| 10. | Executive Session: To Discuss the Sale of Property | S. Duncan |

Old Business

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| 11. | Adjournment | J. Bernardo |
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BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY

IDA Board Meeting Transcript

Held via Zoom, March 16, 2022, commencing at
12:07PM. Adjourned at 1:26PM.

[See attendees at end of transcript.]

Digitally recorded proceeding
Transcribed by: Elana Hulsey
Reporters Transcription Center
P.O. Box 903
Binghamton, NY 13902

CHAIRMAN BERNARDO: Okay. I'd like to call to order this meeting of the Broome County Industrial Development Agency of March 16, 2022. Looking for a motion to approve the transcript of the February 16, 2022, Board Meeting.

MR. CROCKER: I reviewed the transcript. I'll make the motion.

CHAIRMAN BERNARDO: Thank you, Dan. Is there a second?

MR. PEDUTO: Jim.

CHAIRMAN BERNARDO: Jim, thank you. Any discussion? We'll have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Carried. We've come to the point in our agenda where we have a Public Comment session. Anybody wishing to speak on any matter concerning the Broome County IDA, please state your name and address for the record, and please limit your comments to five minutes. Would anybody like to speak at this meeting of ours? I see no hands up. Moving onward, thank you. Executive Director's Report. Stacey?

MS. DUNCAN: We have a full agenda, so I'll keep this brief. Good afternoon, everyone. Just a few things I wanted to comment on. Some good news, on March 3rd I was able to participate and attend the groundbreaking celebration for the Victory Lofts project, a project we've supported with Paulus Development. It was cold but great. The building is not yet heated as you can imagine. It was cold, but it was a great turnout and a lot of excitement around this project. They are beginning in earnest now. You probably see, if you drive by,

there are windows being removed and hopefully new ones added soon.

A couple things real quickly from the most recent EDC, the State's Economic Development Council Conference that staff attended towards the end of February. A few things of note. There are actually in the Executive, Assembly, and the Senate budget proposals currently to develop a shovel-ready site program, which is something we've been advocating for many years, that we really need more assistance on actually getting sites ready so that we can attract businesses, rather than waiting for businesses to come and making them wait years to get shovel-ready sites developed.

They're not all in sync. I believe the Executive budget has \$200 million in the program, and I think the Senate and Assembly are recommending something along the lines of \$500 million, which we would certainly support. That program we do expect will be passed in some shape or form. It will be managed I believe through Empire State Development Strategic Business Office, and I've already made some overtures to them saying we would like to be a participant in that, so we're hopeful that will move forward.

Then just one other item with regard to some information from the Conference. Natalie I think sent out a week or two ago new language that we've added to our application with regard to prevailing wage. That is language that was recommended to us by Harris Beach. They did a session on prevailing wage. Essentially what they're recommending is that we notice developers through the process of our application that they must do the appropriate aggregation of costs to determine if the job meet meets the proposed threshold of 30% of public financing included in the project that would kick in a prevailing wage.

We have been advised not to provide guidance per se, but just to notice that should be a determination with the developer and their financial team, so we have added that language to our application. As soon as we hear more and as we continue to learn more on that new legislation, we will keep the Board apprised. And then lastly, we've just completed our Annual Report to meet our March 31 PARIS deadlines. I'm happy to report that in 2021 we did - and I don't know that this includes our bonds, so I would probably add a little more to that - a total of \$175,279,000 in new investments. Of that, new tax revenue totaled \$38,186,000. The projects we supported created 46 net new jobs and 8 retained jobs. They totaled about \$1.2 million in new payroll. On the construction side, the projects we supported in 2021 created 589 construction jobs with \$32 million in payroll. So that report will be submitted. It will be sent out to the Board, and we'll issue that to the community.

We are planning to bring back our Annual Community Breakfast sometime in mid-May or early June, so more details on that.

CHAIRMAN BERNARDO: Thank you, Stacey. Any questions for Stacey?

MR. BUCCI: May I ask a question? Stacey, you send out a notice about we had some Freedom of Information requests. What's the status of those?

MS. DUNCAN: We have three currently. One is with regard to termination of a PILOT at 2 Court Street in the City of Binghamton. That PILOT had two years left on it. The owner did make the determination to go back on the tax rolls with the City. They did negotiate a reduced assessment due to occupancy. It's a landlord/tenant building, and they had a reduced

occupancy, most likely due to COVID. We are aggregating all the documents and sent to Joe. We're just doing final review, and we'll issue that information to the gentleman that made that request.

We do have one on variances for labor that we approved for the Paulus Development for the Victory Lofts. We're aggregating that information, getting that out.

And most recently, we just received one on the wind project with regard to just all of our-

MS. RYAN: The PILOT agreement.

MS. DUNCAN: Just the PILOT agreement on the wind project. We're compiling and doing all of our proper notice and getting those materials sent out.

MR. BUCCI: The one on the waivers, they just want a copy of the waivers right?

MS. DUNCAN: Yes.

MR. BUCCI: So that should be pretty quick. Have they got that information yet or no on the waivers?

MS. RYAN: We just put it all together and did our final review, so that will go out before the end of the week.

MR. BUCCI: Okay. On another note, because I believe I've had some calls on this waiver for the Paulus Development, I just think probably for all of us going forward, if there are waivers that are submitted, if you can include those in our packet so we can actually see them when we vote to accept them, I think that would that would be easier for us too because I really can't comment on it because I don't know what the actual waiver said. I think just going forward, if you can include

them in our packet, if there are future waivers, that would be beneficial.

MS. DUNCAN: I can do that, absolutely.

MR. BUCCI: Okay. Thank you.

CHAIRMAN BERNARDO: Any other questions for Stacey on her Director's Report?

MR. CROCKER: I have one. Stacey, on the prevailing wage thing, will IDA be required to collect certified payrolls?

MS. DUNCAN: That is not my understanding, no. That's all on the developers.

MR. CROCKER: And who do they submit them to?

MS. DUNCAN: Well, they have to do their reporting to us on an annual basis to PARIS, which includes all their labor verification forms that go to New York State. So, the developer reports to us, we report to PARIS, but we don't go on site or verify in any way.

MR. CROCKER: Right. Well, somebody there should be able to-

MS. ABBADESSA: The GC would know. [crosstalk].

MS. DUNCAN: So that's part of our annual PARIS reporting, all the employment verification. I don't know the formal number of the form.

MS. RYAN: New York State Form 45.

MS. DUNCAN: There you go, I knew Theresa would know that one. Then that goes to our PARIS reporting which is due at the end of this month.

MR. CROCKER: Thank you.

MS. RYAN: But right now, we are just getting numbers on construction, so I think we would have to add that to our letter at the end of the year because New York State 45 is actually for the applicant themselves. The construction part just asks for the numbers, so we probably should just add to that letter for the prevailing wage part.

MS. ABBADESSA: We'll get more formal information as the it progresses and as they put the committee together, so we should certainly know more soon.

MR. CROCKER: More and more [crosstalk].

MS. ABBADESSA: Yeah. So, we're doing our due diligence right now including the information we have right now.

MS. DUNCAN: That's where we were recommended notice, don't offer guidance. We're not attorneys. And just so you know, they're still having conversations about what constitutes those costs in the 30%. Is it soft cost? Is it not soft cost? Is it hard cost? So, there's a lot that's still yet to be decided.

CHAIRMAN BERNARDO: Any other questions for Stacey? Regarding the Internal Financial Report, any questions for Stacey on that? Budget? Cash? I have a question. I see we have \$3.2 million in the money market account. I know we've sort of set aside in our mind funds for a new park, and I think that's

probably why these funds are in there. My question is - and we have our investment people here, perfect timing -- can we find something that might pay us a slight bit more because I can't imagine us spending that \$3 million in the next six weeks or, quite frankly, six months. So just a thought.

MS. DUNCAN: Okay. We can talk further on best uses for that or holding spots for that until we need it.

CHAIRMAN BERNARDO: Any other comments or questions regarding the financial reports? Okay, moving out to Loan Activity Reports. Any questions with respect to those?

MR. MIRABITO: I just have my normal question, John, on [inaudible] there.

CHAIRMAN BERNARDO: Joe, that's why there was a pause there. I knew that was coming.

MR. MIRABITO: I'm sorry.

CHAIRMAN BERNARDO: Not at all.

MR. MEAGHER: Here's where we are. On Monday I received a call from the office of Judge Faughnan, and they said that they had reviewed all our documents and they were submitting the order to the judge for signature. That said, I haven't gotten it yet.

CHAIRMAN BERNARDO: But it seems to be making progress?

MR. MEAGHER: Sometimes when we call a judge and say, "Where's my order?" that tends to slow things up, as opposed to waiting.

CHAIRMAN BERNARDO: Be careful what you ask for, right?

MR. MEAGHER: Right. Once we get that order, we're entitled to schedule the sale and advertise for the sale.

MR. MIRABITO: Okay. Thank you.

CHAIRMAN BERNARDO: And then I have one question. On Alice's Closet, the jump to litigation?

MS. ABBADESSA: Alice's Closet was one of emergency loans we did last year. We did give them a year of no payments, no interest. When that year was up, we had reached out. We did all our due diligence on our end to contact Alice's Closet to no avail. There's no communication, so we have now forwarded it on to Joe for litigation.

MR. MEAGHER: And I checked that business out on the internet, and it's listed as closed.

MS. ABBADESSA: I do want to point out though, of the 21 loans I think this was the only one. It was for \$25,000, so it was on the lesser end. So, although we don't want to see any go to litigation.

MS. DUNCAN: You have to expect because of COVID some businesses may not survive, but we are doing all of our due diligence on our end to [crosstalk].

MS. ABBADESSA: But on a positive note, [inaudible] is now paid in full, so we were able to take that \$41,000 and put it back into the BRB fund, so let's end it on a positive note.

CHAIRMAN BERNARDO: Thank you. Any other questions or comments? Moving on to New Business. We have friends here,

investment friends, that are going to talk to us about our portfolio, correct?

MR. EATON: Certainly. Thanks again for having us here. I know that there's a few new faces, especially on the call there, and we thought what we wanted to do was just to give the group a brief overview of the relationship that we have for The Agency at NBT Bank -- just a quick highlight of how that's structured and how we work with the investment account and what we call the transition account -- and then also give you a brief summary of what's been going on over the past year or so with interest rates and where we see things going over the next 12 months or so.

There's obviously a lot going on in the news, specifically with regard to inflation and what's going on over Ukraine, and that's having a dramatic impact we believe going forward on the interest rate environment. For those who are on the call virtually, after we get back to the office I'll be glad to send over an electronic copy of the presentation we're working through so everybody can have a copy to look at. I won't be spending a lot of time specifically going through this page by page, but really highlighting a few of the major important points.

So, the relationship is broken down into two accounts. One is called the Investment Account, which is a ladder portfolio of US Treasury securities. Our maximum maturity guideline is five years, but given the way that interest rates have moved since the beginning of the pandemic, the average maturity is actually much shorter. It's only about a year and quarter right now, and that's purely reflective of the fact that when the Fed acted to lower interest rates back almost two years ago, and they brought interest rates down to zero or essentially zero, the yield curve flattened, which means that

there was virtually no difference between the yield of a three-month Treasury Bill and a thirty-year Treasury.

So really that yield curve collapsed, and it did not make sense -- and actually presented additional risk -- going out further on the maturity lines. We kept maturities very short. We do see that changing a little bit going forward, and I'll talk about that as we move through this. So as of the end of February, the balance of that Investment Account was a little over \$7.3 million. Again, currently it's consisting of US Treasuries. We do have the ability to do some CDs, but back at the beginning of the pandemic when the Fed lowered rates, the CD market virtually dried up and those that are available are of more questionable quality, so we have not use CDs in more than a few years.

The second account that is part of this relationship was what we call the Transition Account. The Transition Account is where we collect any of the dividends and the interest that come into the Investment Account, so on a daily basis, anytime there's interest that gets paid on any of the Treasuries, that money goes into the Investment Account and is swept that night into the Transition Account. The reason for that is that the State restricts the investments for The Agency and does not allow the holding of uninvested cash or money market within the investment portfolios.

What we do is we have a DDA account set up on the commercial side of the bank where, as those interest payments come in, we sweep those over automatically, and then when we have maturities of any of those Treasuries, again they're collected initially in the Investment Account. They're swept over to that Transition Account, and then we move them back when we reinvest, so it's really just a very short-term holding account. As of the end of February, the balance on that Transition Account was just over \$11,000.

Typically, what we do is when we have a new maturity coming in, we'll tack on some of those additional amounts when we make our new purchase, so my expectation is the next time we have a Treasury coming due, we would take that \$11,000 that's there additionally, and if there's no need for those funds, we would just tack that on to the next purchase. So again, the two accounts represent the entire relationship. At the present time, if we look forward on a 12-month basis, the estimated annual income for the Investment Account is about \$62,000, so that's a yield of about .85%.

Now by comparison, just prior to the beginning of the pandemic, the annualized income was roughly \$153,000, so you can see that we're down about \$90,000 from the beginning of the pandemic. That yield was about 2.1% at that point in time. Again, it's just purely a reflection of having these Treasuries that are rolling off and not having suitable investment alternatives. For example, as we've been buying Treasuries as replacement securities over the past couple of years, even a year ago we were buying shorter-term Treasuries, which were only yielding 6 basis points or 13 basis points, so nothing anywhere near that average yield of over 2% which we were experiencing for a while.

Again, we do expect the interest rate environment will be changing. So again, what we've done is we've kept it very short term. Our average maturity, our average durations, have been shortened up considerably over the past year. What we see going forward, beginning this afternoon we would expect the Fed will announce a 25-basis point increase in the Fed fund's rate. So again, that's the overnight borrowing rate at 25 basis points. Over the past couple of months, we've seen that yield curve which had been very flat, we've seen that steepening, especially in the short term, so between say overnight funds and a two-and-a-half to three-year Treasury, that yield has

gotten quite steep. What that does is it allows us to essentially capture higher yielding securities, yet maintaining a relatively short duration.

Once you go out beyond two or three years, the yield curve is still very flat. That may change, but we do expect to see some changes as the Fed continues to raise rates going forward. At the time that I put this report together, the consensus in the market was that the Fed would be looking at four 25-basis point increases in 2022. As of this morning, the consensus has changed, and the average right now is about 3.7 increases, so figure three to four increases between now and the end of the year, with up to as many as six or seven over the next year and a half.

This is in response to everything that's going on certainly with the economy. Inflation has been an issue for the past six months to a year. More recently with the invasion of Ukraine, that's led many to believe that the economy will be cooling down, so you've got the Fed intervening and raising rates to try to temper down inflation, which has been running a bit rampant or higher than expected. The economy has been running quite hot, but it is expected, especially with rising energy costs and just the inflation effects, but especially as it's impacted by the invasion of Ukraine, that could cause the Fed to go the other direction.

We do expect the Fed will raise and will announce that this afternoon for the month of March, but really anything goes. We know the general direction will be upward. We just don't know how many increases that the Fed will be installing over the next year and a half. But either way, the benefit is, with the short maturities that we're experiencing right now, we'll have the ability to continue laddering out into a higher risk environment over the next year, year and a half, so that's positive.

As of this morning, as we think about interest rates, there's been some concerns about a recession in 2023 or 2024. This morning we saw the yield curve invert, which actually means that right now the yield on a seven-year Treasury is higher than that of a ten-year Treasury. Generally, when the market and the yield curve inverts, it's an indication that there's a recession somewhere on the horizon. We don't believe that that'll be the case in 2022, but we do believe in 2023 we may see a recession, just due to many of the events that are taking place right now, so that then might prompt the Fed to move the other way with regard to their policy. It's going to be a very volatile environment over the next year and a half, two years.

We're seeing the same thing in the stock market, but we'll just try to keep the durations in the portfolio short, which allows us to be a little bit more nimble as we reinvest going forward. We do have maturities coming due just about every month for the next 18 to 24 months, and that does allow us to move fairly quickly. Each time we get a maturity we can reinvest. Probably by tomorrow, if we're looking at reinvesting into a shorter-term Treasury, we'll get somewhere in that 1.5% range. Things are improving from an investment standpoint, but again, I do expect we're going to see continued volatility for quite some time.

CHARMAN BERNARDO: Excellent overview. Questions for Brad? Comments? Thank you. We appreciate it.

MR. EATON: Thank you very much.

MS. DUNCAN: Thank you. You can send the copy to me, and I'll send it out to the rest of the Board. Thank you.

CHAIRMAN BERNARDO: Okay. Item No. 7 on our agenda, resolution approving the 2021 audit of the Broome County Industrial Development Agency, conducted by Insero & Co. CPAs, LLP. Who am I handing this off to?

MS. DUNCAN: You can hand it off to me briefly, and then I'll hand it off to either Leslie or Evan. I do want to note this typically goes through Audit Finance. We had some quorum issues, so we are doing this directly to the Board, so we have no recommendations. You do have Executive Summaries in your packets. We can provide hard copies or any kind of electronic copies of the full documents here as well.

MS. RYAN: They went out already.

MS. DUNCAN: Sorry. Theresa's way ahead. I believe Theresa did send those out. So, in a moment I'll turn this over to Leslie. I'd like to congratulate Leslie. Can I announce that you will soon be retiring?

MS. SPURGIN: Yes.

MS. DUNCAN: So, congratulations. We have enjoyed very much working with you, and Evan - I'm going to get this wrong - you are now becoming the Managing Partner?

MS. SPURGIN: A Principal.

MS. DUNCAN: He is. Yes, we have had a great working relationship with Insero, and Theresa's done a terrific job as always. With that, I'll turn it over to you guys.

MS. SPURGIN: Thanks so much. Thanks so much, Stacey. We also have Rita King, our Audit Supervisor.

MS. DUNCAN: Rita, I'm sorry. I forgot about you.

MS. SPURGIN: She's here too. The nice thing about Zoom is that we can have more people at the meeting. Before we get into the audit results, I do want to thank Theresa and Stacey and everyone at The Agency for their help during the audit. It went very smoothly, as it always does. They're great about getting us the information that we need, so very much appreciative of that. I also want to congratulate all of you on another year of great audit results. A very good audit again this year, so I think you can feel really good about that as well. Evan, if you want to share your screen?

MR. CLEVELAND: I think Stacey needs to give me access to be able to do that.

MS. RYAN: It should be on now.

MR. CLEVELAND: Okay. Can everybody nod when they can see this?

MS. SPURGIN: Now as we go through this, should we go through it once for the IDA and then wait until the LDC meeting and then go through the LDC results?

CHAIRMAN BERNARDO: We can do it just once here.

MR. MEAGHER: We should vote to approve it.

CHAIRMAN BERNARDO: We will go through both of them at this meeting, and then when we get to the LDC meeting, that's when we'll vote on both for acceptance.

MS. SPURGIN: Okay. Great. All right. So what Evan's showing you here is the Executive Summary, which I believe you all have. This first page of the Executive Summary just goes through all the reports that we issued for both organizations. For both organizations, we've given you an unmodified opinion on the financial statements, which is the highest level of assurance that you can get. Basically, what our opinion says is that we believe that the financial statements of both agencies are fairly stated in all material respects in accordance with generally accepted accounting principles. So that, as I said, is the highest level of assurance you can get on a financial statement audit.

Now also we issue one report. That is called our Report on Internal Control Over Financial Reporting and Compliance Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards, which we do for both organizations. Even though the LDC is not a government per se, it's still falling under the government accounting and the auditing standards. Government auditing standards just requires us to do a little bit more work than we would for a commercial entity on compliance issues, which for your organizations have to do with the PAAA in particular, on compliance with that, and also we need to do a little bit more work as far as internal control over financial reporting. As I said, you had another great year, so we had no instances of noncompliance and no internal control weaknesses that we need to report, and that is for both organizations, of course being managed by the same group of people.

We also have a letter that we issue for both called the Communication With Those Charged With Governance at the Conclusion of the Audit. We send a letter to you at the planning stage of the audit, and this was the one at the conclusion of the audit. Evan, it might be good if you could

pull that one up as well. Is this the IDA? Yeah, this is the IDA.

We'll go over this letter, and I'll just talk about the LDC as applicable, because they're basically the same letter with some minor differences. The first topic here talks about Significant Audit Matters. Nothing changed during this year. We had no new accounting pronouncements that we had to implement. There were no changes with accounting policies. We don't have any issues with your accounting or how you report it, and we believe that all the significant transactions have been recognized in the financial statements in the proper period.

It goes on to talk about accounting estimates. For the IDA, there are some accounting estimates in the financial statements. We talk about accounting estimates here because, as it says, it's an estimate, so there can be a lot of management judgment when it comes to making those estimates. For instance, depreciation expense on your fixed assets are based on the useful life of the fixed assets, which is an estimate of how long those assets will last, and then the fair value measurements for investments, which for you pretty much just comes right off of the statements that we get. If you want to go down, Evan, this next section talks about financial statement disclosures.

Let me back up. For estimates we didn't have any estimates for the LDC, so just the IDA.

For financial statement disclosures, we highlight some more of the important balances in the financial statements and that has to do with investments. In the financial statements, there's more information given in the disclosures on investments, on loans receivable, notes receivable, as well as capital assets, then this refers you to those notes, which Evan will go over when he goes through all the financial information.

There were no difficulties in performing the audit.

Corrected and Uncorrected Misstatements, the only real adjustments that we had have to do with some closing entries, which we don't consider as a misstatement, we consider it really part of our non-audit services to provide a little additional accounting support for you, so we didn't have any issues with what was recorded. We just needed to do some closing entries.

No Disagreements With Management.

Management Representations, we will get a letter that Stacey will sign for both organizations that basically says that we have everything that we need to render an opinion on the financial statements. There aren't any lawsuits or anything like that where we might have to accrue a liability or something like that. Basically, just that we have everything that we need.

As far as Other Audit Findings or Issues, nothing came to our attention that we need to report.

Then under Other Matters, it just talks about our responsibility with information that is supplementary to the basic financial information. In the financial statements, there's the Management's Discussion and Analysis, which is considered required supplementary information. It is required by the Governmental Accounting Standards Board. We don't really audit that information. We look at it and make sure that it makes sense in relationship to the financial statements. Then there's also what's considered supplementary information. This is actually required by New York State, but it's not required by the Governmental Accounting Standards Board, so that's why it's not considered required. But we do have a Schedule of Projects in the IDA, and then we have the Schedule of Indebtedness in the LDC. We do audit this in relation to our audit of the financial statements themselves.

Then finally, we have our Restriction on Use. It is restricted to the Board, the Finance Committee, and management of The Agency. You can go back to the Executive Summary, Evan.

Then we have Management Comment Letters for both agencies, and they say the same thing for both. There's no internal control issues that we report here. If we had internal control issues that rose to a significant deficiency or material weakness, we'd actually have that in the audit report itself. Sometimes we might have control issues that don't rise to that level that we would put in the Management Comment Letter, but fortunately we had nothing like that. The only thing that the comment letters talk about is the impact of future accounting standards that are coming up.

Of the ones that we list here, really it's the leases that will have an impact on you. If you're involved with commercial entities that are implementing a similar standard in the commercial world on leases, you might be familiar with this because it's really mimicking the same thing that's being done on the commercial side. That is when you have an operating lease that's 12 months or more, it never used to go on the balance sheet in prior years, but with the implementation of this new standard, any of those operating leases will be showing up on the balance sheet whether you're the lessee or the lessor.

In your case, you're leasing out parts of your building, so we will have to look at that and see whether it's material and whether we need to report it. Things like copier leases pretty much are not material, so we don't really have to worry about those so much, but it's those other type of leases that we really need to take a look at this next year. That is all that is in the comment letters.

Again, congratulations on a great audit. With that, I will turn it over to Evan to go over the financial information.

MR. CLEVELAND: Thanks. Skipping forward in the Executive Summary to the Five-Year Financial Statement Analysis focused on the IDA and LDC, we'll start with the Statements of Financial Position for both entities. As you see at the end of the year, December 31, 2021, the IDA had \$24.6 million in total assets, so this is a slight reduction of about \$280,000 from the previous year. Your cash is up significantly, mostly as a result of reduction in your Mortgage Receivables, so you received the entire lump sum of 265 Industrial Park Drive's mortgage and there were slight reductions in Loans and Notes Receivable payments in excess of new loans and notes.

Your Accounts Payable and Accrued Expenses were minimal, \$36,300, just based on timing of when you received invoices near year end for services that have been rendered. Total Net Position was \$24.6 million, and that was down slightly, about \$280,000, just due to excess expenses over revenues. Your Net Investment in Capital Assets essentially represents what you purchased for your capital assets, your building offset by depreciation and your loans or your STEED and BDF loan funds. Unrestricted is the residual amounts your revenues and expenses close out to.

Total Assets for the Local Development Corporation were \$744,000 That was up about \$248,000 from the previous year. Most of that was related to revenues over expenses of about \$255,000. We'll get into that on the subsequent pages. Your Net Position was \$740,000, up about \$255,000 and again revenues over expenses. Then Unearned Revenue and Accounts Payable, minimal \$3,400 relates to timing of invoices near year end. Any questions on the Statement of Net Position before I skip forward to the revenues and expenses?

MS. DUNCAN: Keep going.

Mr. CLEVELAND: Okay. This next page is your Statements of Activities for both the IDA and LDC. Your Total Revenues for the IDA were \$1.1 million, up from \$560,000 the year before. A lot of that relates to your Gain (Loss) on Sale of Assets. You can see the last few years you had some pretty large losses on Sale of Assets. That was related to the sale of Charles Street. There's slight increases in the income, a little more activity this year than previous years. Your Grant Income decreased slightly. A one-time STEED grant about \$168,000, and also your Loan Interest income is up significantly. It's related to the mortgage payment on 265 Industrial Park Drive. So, the principal and interest payments is why there's such a large increase in that line item.

Your expenses are \$1.4 million, up about \$12,000 from the previous, so consistent results from prior year. A few differences. Your Grant Expense went from \$100,000 to zero, so it's related to the STEED ARC grants. You received the revenue, and you spent it last year. Then also with other expenses, those increased slightly, mostly related to new tax expenses related to the Link Building. All that resulted in a change in Net Position of \$287,000 for the IDA.

As for the Local Development Corporation, total revenues were \$450,000, up slightly from the previous year, a slight reduction in Fee Revenue plus fewer projects than previous years.

Other Income is up significantly. This mostly relates to reporting of in-kind revenues and expenses. On the Local Development Corporation side, there is zero payroll and benefits associated with any of the workers for the IDA, so through some conversations with Stacey and Theresa, we decided to report In-Kind Revenue and Expense for the services rendered by the IDA for the Local Development Corporation, so that's a revenue and expense of \$100,345. You see the expenses split out

at the bottom of the Expenses section. Total Expenses were \$201,000, and that increase is mostly due to your In-Kind Expenses reporting, offset by a reduction in Sponsorship Expenses, which is your marketing and advertising. All that results in a positive Change in Net Position for the Local Development Corporation of \$255,000. Any questions on the revenues or expenses before I skip forward to the cash flows? I'll take that as a no.

This is your Five-Year Cash Flow Analysis. It shows your Cash Flows from Operating Activities, Net Cash Used \$468,000. What you receive from providing services, what your payments are for your salaries and your contractual expenses. Your Non-Capital Financing, you received \$5,000 from the County on one of your receivables.

Cash Flows From Capital, not a lot of activity related to that, just some minimal purchases of capital assets.

Then we have a lot of activity in the investing section. Some Principal Payments on Loans and Notes Receivable of \$144,000 and \$347,000, offset by New Loans Issued of \$215,000. Then this is your very large Mortgage Payment Received from 265 Industrial Park Drive. Some Purchases and Sales of Investments, mostly US Treasury Notes, and your Interest Income Received of \$252,000, which mostly relates to 265 Industrial Park Drive. Your Rental Income Received for all the various entities that rent on the first floor of your building. All of that resulted in a positive increase in Cash and Cash Equivalents of about \$3.3 million, End of Year \$4.5 million.

The bottom is just a reconciliation from your Statements of Revenues and Expenses, operating income or loss to what's shown above in your Used by Operating Activities. That's any non-cash transactions and activities, such as your depreciation and changes in your Receivables and Payables. Any questions on the cash flows before I dive into the financial report?

MS. DUNCAN: Guess we're good.

MR. CLEVELAND: Awesome. Okay, so Financial Report, we start with the Independent Auditors' Report. We adopted some new statements on auditing standards this year, which changed around how the Independent Auditors' Report looks. Right in the beginning, it tells you the opinions, pretty much what everybody needs to know right away. The unmodified opinion on the financial statements for the IDA. It discusses the basis for opinion, how we arrived at that. Responsibilities of Management, this is unchanged from previous years. Then it dives into the Auditors' Responsibilities for the Financial Statements, which expands significantly from previous audit reports. It describes what our responsibilities are for the audit of the financial statements and certain things that we do specifically related to the audit.

It then describes the Required Supplementary Information that Leslie discussed, the Management's Discussion and Analysis that we evaluate and don't express an opinion on it, as well as the Supplementary Information which is the Schedule of Projects. We do opine on that, and it appears fairly stated in comparison to the basic financial statement. Now the final paragraph is a pointer paragraph to the back of the reports. It's the report on internal control over financial reporting, that we have no issues related to and we'll get to at the end.

The next part is the Management's Discussion and Analysis. It essentially goes through everything that I just went over through the Executive Summary, significant financial highlights, details the financial statements themselves in the MD&A, and describes why things change, which we just went over. This is the Statement of Net Position, Changes in Net Position, Capital Assets, and if the entity had any debt, which the IDA does not. It finally dives into Factors Bearing on the Future,

things that are coming up that management might want to make financial statement users aware of.

It then jumps into the Statements. I'll skip through these because we just went through them on the Executive Summary.

Note 1 describes the Summary of Significant Accounting Policies, how you cover Cash, Investments, Receivables, Loans, Capital Assets. All this remains unchanged from the previous year.

Note 2 describes your Cash and Cash Equivalents. You're required to have assets collateralized at FDIC-insured banks. Your total bank balances are \$4.6 million, collateralized by FDIC insurance and additional deposits with the financial institutions.

Note 4 describes your Investments. You had a little over \$7 million dollars in US Treasury Notes at the end of '21.

Note 5 describes your Loans Receivable, what your activity was. You had New Loans of \$215,000, Repayments of \$347,000, and we break out what's expected to be received next year in 2022, which is \$347,000, and ends with the Non-Current, expected beyond one year.

Note 6 is your Property Held for Resale. You still have over \$2 million held for resale, no change from the previous year.

Note 7 is Notes Receivable. You have your ADEC Solutions and Canopy Growth of \$953,000. That's what's expected to be received in one year, \$145,000.

Note 8 is Mortgages Receivable. You still have your Premium Holdings, LLC, \$65,000. Last year you had your \$3.1 million of the 265 Industrial Park Drive. That payment came in and that knocked off this footnote as it's not outstanding at the end of the year.

Note 9 is the \$75,000 due from the County, payable in \$5,000 increments over the next 20 years.

Note 10 is what you're due from Binghamton Local Development Corporation. This relates to the sale of 30 Charles Street, where the IDA will not receive complete payment until the land is sold by the Local Development Corporation which is unknown at this time still.

Note 11 jumps into your Capital Assets. You had \$12,000 in Additions, offset by \$138,000 in Depreciation, ending the year with \$6.8 million in Capital Assets.

Note 12 is Commitments and Contingencies. It just describes that you're exposed to various risks of theft, loss, and damage, no claims have exceeded your commercial insurance, and that you receive grants that are subject to auditing by federal and state agencies that could result in disallowances, but we don't believe any exist that would be material.

Note 13 describes your Tax Abatements. That's derived from your Schedule of Projects that's in the back of the financial reporting packet. They received \$7.5 million in PILOT payments, compared to \$13.8 had no PILOTs existed, with total abatements of \$6.3 million. Then in addition you have \$5 million in sales tax abatements, \$2.3 million in mortgage tax, so the total abatements were \$13.6 million.

Note 14 is Leases. The IDA leases space on the first floor, and 2022 is last year expected of all those leases, so we disclose the future rental payments that are expected. This is the section that will be affected by the new lease standard specifically that Leslie discussed.

Note 15 describes Related Party transactions of Local Development Corporation.

Note 16 is regarding Economic Uncertainty related to the COVID-19 pandemic.

Then we've got your Schedule of Projects with the total numbers that we just discussed within the footnotes.

Finally, this is our Report on Internal Control Over Financial Reporting. It just describes a few definitions of what deficiencies in internal control would be and then dives into that we had no findings for the purpose of the report.

So, are there any questions on the Footnotes for the IDA? Or the Financial Report? Anything that I just went over? I know it's a lot.

MS. DUNCAN: I don't think so. Just keep going, Evan. You just have to do the LDC, right?

MR. CLEVELAND: Okay. Do you want me to do that now or after you transition?

MS. DUNCAN: We'll just do that now, and then we'll do a vote after.

MR. CLEVELAND: Yeah. That sounds good. I've got that one queued up already.

MS. DUNCAN: Thank God.

MR. CLEVELAND: So, the LDC Independent Auditors' Report essentially is the same exact thing as the IDA -- unmodified opinion as Leslie mentioned -- and the exact same verbiage as the IDA Report, except we have the Schedule of Indebtedness here, rather than the Schedule of Projects. That had appeared fairly stated in relationship with the financial statements. Then the Management's Discussion and Analysis is similar to the IDA that we just went over through the Executive Summary, all the changes from current to prior year and the reasons why.

Then the statements that we went over through the Executive Summary, except we did not have the Local Development Corporation's Cash Flows Statement within the Executive Summary, so I'll just touch on this real quick. Net Cash Provided by Operating Activities is \$248,000, and there were no investing or financing activities, which resulted in almost \$670,000 in total cash for the Local Development Corporation.

Notes to Financial Statements. Note 1, again describes your Significant Accounting Policies. There were no changes from the previous year.

Similar to the IDA, Note 2 describe Cash and Cash Equivalents. You had \$671,000 in bank balances insured by collateral and FDIC.

Note 3 is exactly the same as the IDA regarding Commitments and Contingencies.

Note 4 is your Related Party transaction footnote, describing the transactions and the dollar value of services received in administrative contributions.

Note 5 is exactly the same as the IDA regarding Uncertainty.

Note 6, we had a few Subsequent Events for the Local Development Corporation. You guys received \$8.5 million from the County in American Rescue Plan funds and then you approved and purchased of the land of the IBM Country Club, and then from what I heard earlier in the meeting, you approved the sale of it, so we might add another sentence to the end of this related to the Subsequent Event.

This is your Schedule of Indebtedness. It shows the outstanding bonds that have been issued through Local Development Corporation for BCC Housing Development, Good Shepherd, and UHS, ending the year with \$323 million in bonds.

Then your Independent Auditors' Report on Internal Control Over Financial Reporting, exactly the same as the IDA, that there were there were no compliance findings to report.

That's it for the Local Development Corporation. Overall, the audit went very well. A big thank you yet again to Theresa and Stacey. They're just wonderful to work with. It makes our job incredibly easy, not too easy.

CHAIRMAN BERNARDO: Any questions for our friends from Board members? Thank you very much for the presentation. We appreciate it.

MS. DUNCAN: Thank you.

CHAIRMAN BERNARDO: And Theresa, thank you. I've been through a couple of these. Well done.

MS. STURGIN: Hi. Can I just say I will be around for a while? In fact, I have a lot of ARPA work with several of our clients, and I know I've worked with Theresa and Stacey on your ARPA funding. So, it will be around to help out with that and future audits. Evan, as I said, is a Principal now. In our firm, Principals function like partners, so Evan will be assuming my role, which he's doing at several of our other IDA clients as well. He's got years and years of experience with working with IDAs, so I have every confidence in him that he'll do a great job for you.

It's been my absolute pleasure working with you over these few years, and I really appreciate all that you've done to help with your audits.

CHAIRMAN BERNARDO: Thank you, Leslie.

MS. STURGIN: All right. Well, take care of everyone.

CHAIRMAN BERNARDO: All right. You too.

MS. STURGIN: Thanks.

CHAIRMAN BERNARDO: With that in mind, looking for a Resolution Approving the 2021 Audit of the Broome County Industrial Development Agency, Conducted by Insero & Co. CPAs, LLP.

MR. CROCKER: I'll make the motion.

CHAIRMAN BERNARDO: Dan, thank you. Is there a second?

MR. MIRABITO: Second.

CHAIRMAN BERNARDO: Thank you, Joe. Any discussion? Let's have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Any abstentions? Thank you. Moving on to Item No. 8 on our agenda, resolution approving a \$155,000 loan request from JB Lehtonen, LLC, from the BDF Loan Fund Program as set forth in the Commitment Letter attached hereto as Exhibit "A". This did not go through Governance? Or it did?

MR. BUCCI: It did not.

MS. DUNCAN: The loans don't.

CHAIRMAN BERNARDO: Natalie? You're on.

MS. ABBADESSA: This is \$155,000 loan request from Brenda and John Lehtonen, a former member, to expand its current

location with a new showroom and add a second level office conference as well. Foland Lumber has been in business for 61 years and has been at the same location at 550 Old Front Street in Binghamton, New York, since its founding in 1961. Brenda and John Lehtonen have owned the company for four years, while John has remained an employee of Foland for 27 years.

Foland Lumber is a full-service wholesale lumber supplier, specializing in commercial building materials. The company remained open during the COVID pandemic by supplying contractors with various building products. As a result of its subsequent growth, the company will now be expanding from wholesale operation to now include retail products and services to private individuals. The company is confident that this expansion will position it for future growth and allow it to remain competitive throughout the pandemic recovery.

The Advisory Loan Committee and I recommend approval of this loan for the following reasons: There's adequate cash to cover the debt; all three current full-time positions will be retained, and three new full-time positions will be created; and finally, there are strong corporate and personal guarantees of both principals. I also would like to add since this is my first loan, I worked very closely with Tom Gray on the whole process.

CHAIRMAN BERNARDO: I don't know if that's good or bad. No offense to Tom. Ms. Natalie, very well done. Are there any questions for Natalie? Is there a motion?

MR. CROCKER: There is a motion to approve.

CHAIRMAN BERNARDO: Thank you. Is there a second?

MR. GATES: I'll second it.

CHAIRMAN BERNARDO: Thank you, Dan. Any discussion? Let's have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Any abstentions? Carried. Well done, Natalie.

MS. ABBADESSA: Thank you.

CHAIRMAN BERNARDO: Item No. 9, resolution approving an extension of the March 17, 2021 Sales and Use Tax Exemption Agreement with Upstate Hi-Tech Properties, LLC from March 17, 2021, through and including August 31, 2022, the total of which shall not exceed \$84,800. Stacey?

MS. DUNCAN: Yeah. So, this and the subsequent two items are all requests for extensions of time for the sales tax program. The first being from Dave Jones, Managing Partner at Upstate Hi-Tech Properties. I think Margaret is still on the call representing the company. As we are continuing to see as a result of COVID, the project started a bit later than planned in the Town of Union. They've encountered some speed bumps with building construction and are planning to compete more towards the second or third quarter of this year, rather than the first as they had previously hoped.

Their building contractor, Rotella, has encountered material delays in the steel for the building, concrete, and also early weather impacts have made it difficult to finish until spring when the ground is fully thawed and dry. They are also finalizing all of their processes with getting their power up and running just this past week. The internal contractors will look to finish at the end of March, and then need to set up offices, production floors. That can add additional time. So

that being said, they have asked for an extension through the end of July or August. We recommend through August 31.

CHAIRMAN BERNARDO: Thank you, Stacey. Are there questions for Stacey or Margaret, who I believe is on this call? Mayor, did this come through Governance?

MR. BUCCI: Yes. It did. We move it forward as a motion to approve.

CHAIRMAN BERNARDO: Thank you. Is there a second?

MR. CROCKER: I'll make a second.

CHAIRMAN BERNARDO: Dan, thank you. Any discussion? Let's have a vote. All those in favor say aye.

ALL EXCEPT MR. GATES: Aye.

CHAIRMAN BERNARDO: Any opposed? Any abstentions?
Carried.

MR. GATES: I'll abstain.

CHAIRMAN BERNARDO: Thank you, Dan. You just weren't fast enough. I almost went right past you. Sorry about that. Thank you, Dan. Moving on to Item No. 10, resolution approving an extension of the May 1, 2020 Sales and Use Tax Exemption Agreement with Simulation and Control Technologies, Inc. from April 15, 2022, through and including April 15, 2023, of which the total shall not exceed \$40,880. Stacey, you want to add anything?

MS. DUNCAN: Not really, just an extension of time for an additional year due to a lot of delays related to COVID. Mitch Gorton is the call representing the company.

CHAIRMAN BERNARDO: Thank you, Stacey. Are there questions for Stacey or for Mr. Gorton? Mayor?

MR. BUCCI: Governance moves it forward as a motion to approve.

CHAIRMAN BERNARDO: Is there a second?

MR. MIRABITO: Joe seconds.

CHAIRMAN BERNARDO: Thank you, Joe. Any discussion? Let's have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Any abstentions? Carried. Moving on to Item No. 11, resolution approving an extension of the June 12, 2020, Sales and Use Tax Exemption Agreement with GJS Property Group, LLC, from May 20, 2022, through and including May 20, 2023, of which the total Shall not exceed \$60,000. Stacey?

MS. DUNCAN: Yes. Similarly, a request for a year extension of the sales tax due to difficulty in scheduling contractors and also long lead times in procuring materials. George Slavik is on the call.

CHAIRMAN BERNARDO: Thank you. Any questions for Stacey or for George Slavik who is on the call? Mayor?

MR. BUCCI: Governance moves it forward as a motion to approve.

CHAIRMAN BERNARDO: Is there a second?

MR. PEDUTO: Yep.

CHAIRMAN BERNARDO: Thank you, Jim. Any discussion? Let's have a vote. All those in favor say aye.

ALL EXCEPT MR. GATES: Aye.

CHAIRMAN BERNARDO: Any nays? Any abstentions?

MR. GATES: One.

CHAIRMAN BERNARDO: Dan has abstained. Thank you. The resolution is carried. Item No. 12, resolution approving the re-adoption of The Agency's Investment & Deposit Policy, the Internal Controls and Financial Accountability Policy, the Purchasing Policy, the Property Acquisition Guidelines, and the Property Disposition Guidelines, with no changes. Natalie?

MS. ABBADESSA: Thank you, John. This is an annual requirement of the Authority's Budget Office, that The Agency review its financial policies every year and either make modifications to those policies or recommend that they be reapproved for the following year. The staff has reviewed these policies and recommends that they be accepted going forward.

CHAIRMAN BERNARDO: Any questions for Natalie? This did not go through Governance? Or it did?

MR. BUCCI: It did not.

MS. DUNCAN: No, typically it wouldn't go through.

CHAIRMAN BERNARDO: Is there a motion?

MR. CROCKER: Motion.

CHAIRMAN BERNARDO: Dan has made a motion. Is there a second?

MR. BUCCI: Second.

CHAIRMAN BERNARDO: Thank you, Mayor. Any discussion or questions? Comments? Let's have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Carried. Item No. 13, resolution accepting an application from 4301 Watson Boulevard, LLC (The "Company") for a lease/leaseback transaction to facilitate the financing of the demolition, construction, and equipping of the building located at 4301 Watson Boulevard in the Town of Union, Broome County, New York, to provide for a sales and use tax exemption benefit in an amount not to exceed \$1,754,866, to provide for a mortgage tax exemption in an amount not to exceed \$395,767, to provide for a real property tax exemption in an amount not to exceed \$559,922, and authorizing The Agency to set and conduct a public hearing with respect thereto.

I know this went into Governance, and I think it came out of Governance. You pushed it back all the way. Correct, Mayor?

MR. BUCCI: Yes. Yeah, we didn't act on it because there were some concerns about the timing of it not be posted within the 24 hours and just the members had concerns about the size

of the application being received kind of late in the game. So, we felt that we would just throw it to the full Board for consideration and see where it goes from there.

CHAIRMAN BERNARDO: Okay. It did hit us yesterday.

MS. DUNCAN: Yeah. I recognize that.

CHAIRMAN BERNARDO: In fairness to everybody, I'm not sure we're prepared to even vote on this, but I am prepared to call for a special meeting because I know there's a March 31st drop-dead date. They have to have documents in hand in order to submit an application, so we can talk about it now. Do you want to describe it?

MS. DUNCAN: Yeah. I'm happy to describe and let you know everything that's provided to you, and we certainly recognize according time for due diligence on this. You have an application from Conifer Realty, who is partnering with LeChase Construction on the redevelopment of the former IBM Country Club. The project, I know you've been privy to some description before, but just a refresher. The proposed development will include the demolition of the current structure and construction of a new double-loaded corridor apartment building, including 75 new mixed-income affordable apartments for families earning between 30% and 90% of area median income.

The three-story building will include 18 one-bedrooms, 38 two-bedrooms, and 19 three-bedrooms, which is a nice amount of three bedrooms for an affordable. Vehicular access will be provided off of Watson Boulevard with parking lots on both ends of the building. A central drive will connect the two parking lots and provide a convenient drop-off area for ADA accessibility, and I do believe some units will be set aside for those that require ADA compliance. I know Michael Birkby is

on the call. We did introduce them with Springbrook, and they did have some early conversations about that.

The proposed development will be constructed as a wood-framed structure that will hold all 75 apartments as well communal amenities such as a fitness center, community room with kitchenette, laundry facilities, outdoor patio, and playground. There will be on-site management and maintenance shops. You do have in your packet the full and completed application with project renderings and designs. You have a project review form that provides a short summary of the benefits and the project costs.

It's roughly a \$40 million project. We're looking at total exemptions of real property and sales and mortgage tax totaling about \$2.7 million. They are seeking a 30-year PILOT. That is commensurate with the mortgage financing requirements. You also have a Cost/Benefit Analysis in your packet. Finally, just a reminder of our previous conversation in Governance, you have a template for an affordable housing PILOT that will be sort of our new standard.

What that does is it determines the PILOT at 10% of the sheltered rents. It outlines how we come to calculate that base PILOT, utilizing the monthly rents times the number of units, then the utilities per unit annually, and then we back those out. That gets us to our sheltered rent, deducting utilities out of the gross revenue, and that's where we start our baseline for the PILOT. It is a new structure. As you'll see, we did not assign a specific term. Our thought process is that with most, if not all, of these, the term of the PILOT is determined by this financing instrument.

I have spoken with Lenny Skrill at HCR. He likes this project quite a bit, which is a good sign going into their application, so this will allow a few days to review everything. Our goal is to get them the inducement resolution

that they can include in their application by the end of the month.

CHAIRMAN BERNARDO: Questions for Stacey or for the developer, who I believe is on the phone.

MS. DUNCAN: He may have hopped off. He was on for Governance. I can also let you know too that Michael and his team did meet with the Town and Town officials on the project on March 10th and they had a very good introductory productive meeting and are planning to do some green space in and around the area that would be a benefit to other town residents in the neighborhood as well. So far, all things are moving along well. We have acquired the building officially. We've just secured our insurance. We're doing some property maintenance per the Town's request.

We have also received a letter of recommendation from Delta Engineers, and we'll be meeting with the County and the Town and Delta and Conifer and LeChase next week to see if there is a possibility we can get the building down sooner rather than later. We know there's some other steps in the process. There's a lot of moving parts, but everything is moving well.

CHAIRMAN BERNARDO: I'll ask once again, any questions for Stacey at this stage? Go ahead, Joe.

MR. MIRABITO: Yeah. I have a question. Stacey, so does Conifer run this project going forward, collecting rents, making sure it's clean?

MS. DUNCAN: Yeah. Conifer will own and manage the property.

MR. MIRABITO: Okay. They've done this type of stuff before, right? We know that?

MS. DUNCAN: Yeah. They came very highly regarded in my conversation with the Homes and Community Renewal Office.

MR. MIRABITO: Okay.

CHAIRMAN BERNARDO: Any other questions? Okay, with that in mind, I'm going to look to Stacey, Natalie, and the gang here to establish a date for a special meeting.

MS. DUNCAN: Yeah. That would require three days.

CHAIRMAN BERNARDO: So that we have ample time to look at the documents and come up with your questions, so that we can have a productive discussion and move forward with this one way or another, okay? Moving on to Item No. 14, discussion regarding revised Uniform Tax Exemption Policy for the Broome County Industrial Development Agency. Stacey?

MS. DUNCAN: Yeah. I'm happy to see the culmination of a lot of input from the Board. Thank you for your input over the course of time on this topic. I do think it was needed, and I do think we have a much stronger policy in place with the changing environment and the changing project environment especially. I had sent this out previously. There's not a lot of structural changes to the language in this, but I think what it does is it outlines the process in a little more detail. It outlines the required financial information, documentation, etc., and it outlines our process I think more clearly.

I think it also outlines the process when it comes to a deviation to the standard, such that we will notice the chief elected officer in all supporting taxing jurisdictions. We will

notice. We will not require resolution. However, what's built into this process, I think, is a collaborative approach to developing the PILOT schedule at the front end, which I think will address some of the Board's concerns. I will note in the back you have two appendices. Appendix A has been reviewed by National Development Council as far as we ran some calculations through there to make sure the breakeven and that the benefit does enhance the municipalities involved.

Kevin Gremse, who is on Governance, ran the numbers and felt comfortable with these. We did make one slight modification to the industrial improvements. It was more of a fixed abatement. We made that more of a gradual 5% decrease over the period of time. Secondly, we've added Appendix B which will serve as our standard schedule for affordable housing. Just as a reminder, we did host two seminars/webinars on February 25th and March 7th. We had in total about a dozen representatives from towns, villages, school districts combined, and we had some assessment units as well. Mark Benoit and John Cook participated. We also did a meeting with Mayor Kraham at his request and his team, and a meeting with Anthony Bates representing the Village of Endicott, so everyone felt comfortable. The area of most need for clarification was that process with deviations: Do they need to get Board Resolutions? We've said no longer, and they felt actually comfortable with that process. I think we have a cleaner and more structured process moving forward.

CHAIRMAN BERNARDO: Any questions for Stacey about the process.

MR. MIRABITO: Yeah. Stacey, how was that feedback? Did they like what they saw?

MS. DUNCAN: Yeah. I was expecting some pushback. I was expecting pushback when we said we're really not going to require. We never really needed to however, so I thought there would be pushback from the municipalities on that, but actually no, they found the process to work well. Of course, as long as they're getting the notification and the input, which is what we've tried to bake-in right from the front end when we're developing the PILOT, working with the assessing units, working with the municipalities, and the developer collaboratively.

I think for the Board's benefit, what we want to prevent from happening is you seeing a PILOT schedule that was, "Well, the municipality approved it already." We're also on our end cleaning that process up too.

MR. MIRABITO: Good. One last comment, maybe Appendix A you could print in landscape, so I could read it.

MS. DUNCAN: Yeah. That large print. I need that too. Yeah, absolutely.

MR. MIRABITO: Good. Thanks.

MS. DUNCAN: Just so you know, assuming approval today, if it gets approved today, we will send this new schedule, both hardcopy and electronically, to all relevant taxing jurisdictions in the County. They will receive notice and a copy of it.

CHAIRMAN BERNARDO: Excellent. Any other questions or comments for Stacey? Mayor, Governance?

MR. BUCCI: It did go through Governance. We move it forward as a motion to approve.

CHAIRMAN BERNARDO: Thank you. Is there a second?

MR. CROCKER: Second.

CHAIRMAN BERNARDO: Dan, thank you. Any additional discussion? Let's have a vote. All those in favor say aye.

ALL: Aye.

CHAIRMAN BERNARDO: Any opposed? Any abstentions? Thank you all. Well done. Good work. This was a long time coming.

MS. DUNCAN: It was. I agree. I don't have any Executive Session.

CHAIRMAN BERNARDO: Thank you. I'm looking for a motion to adjourn this meeting.

[The meeting was adjourned on a motion by Mr. Mirabito, seconded by Mr. Gates, at 1:26PM.]

[Attendees: John Bernardo, Rich Bucci, Jim Peduto, Cheryl Sacco, Dan Crocker, Dan Gates, Joe Mirabito, Stacey Duncan, Natalie Abbadessa, Carrie Hornbeck, Brendan O'Bryan, Theresa Ryan, Amy Williamson, Nicolas Gregoris, Joe Meagher, Margaret Scarinzi, George Slavik, Michael Birkby, Mitch Gorton, Michael Tanzini, Kevin Gremse, Leslie Spurgin, Evan Cleveland, Rita King, Mayor Meaney, Chris Potter, Brenda Lehtonen, Brad Eaton, Jessica Blake.]

C E R T I F I C A T E

I, Elana Hulsey, certify that the foregoing transcript of the Broome County Industrial Development Agency Board Meeting on March 18, 2022, was prepared using digital transcription software and is a true and accurate record of the proceedings.

Signature: 

Date: March 18, 2022

Broome County IDA
Internal Financial Status Reports
March 31, 2022

Broome County IDA
Financial Statements vs. Budget
Month Ended 03/31/22

Month # -> 3

	2022 Approved Budget	Actual YTD thru 3/31/22	Budgeted YTD thru 3/31/22	Variance
INCOME:				
A) Land/Building Income:				
Bluestone	94,058	-	23,515	(23,515)
ADEC Mortgage	58,838	14,709	14,709	-
Canopy	100,000	-	25,000	(25,000)
FIVE South College Drive Tenant Leases	80,400	20,850	20,100	750
Miscellaneous Income	10,000	4,711	2,500	2,211
Solar City	5,000	-	1,250	(1,250)
Spark JC, LLC	115,499	100,000	28,875	71,125
Subtotal	463,795	140,271	115,949	24,322

B) BCIDA Fees:				
IRB/Sale Leasback Fees	715,000	10,000	178,750	(168,750)
Loan Fund Administration	35,000		8,750	(8,750)
Subtotal	750,000	10,000	187,500	(177,500)

C) Other Income:				
Bank Interest	90,000	21,712	22,500	(788)

TOTAL INCOME	\$ 1,303,795	\$ 171,983	\$ 325,949	\$ (153,966)
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EXPENSES:

A) Administration:				
Salaries	\$ 487,520	\$ 118,714	\$ 121,880	\$ 3,166
Benefits	213,074	54,052	53,892	(160)
Professional Service Contracts	40,000	7,600	10,000	2,400
Payroll Administration	2,000	618	500	(118)
Investment Management	20,000	1,768	5,000	3,232
Subtotal	762,594	182,752	191,272	8,520

B) Office Expense:				
Postage	2,000	721	500	(221)
Telephone/Internet Service	6,000	1,507	1,500	(7)
Equipment & Service/Repair Contracts	12,000	5,325	3,000	(2,325)
Supplies	7,000	3,514	1,750	(1,764)
Travel/Transportation	16,000	3,136	4,000	864
Meetings	14,000	3,890	3,500	(390)
Training/Professional Development	13,000	10,318	3,250	(7,068)
Membership/Dues/Subscriptions	7,000	5,827	1,750	(4,077)
Audit	8,500	8,000	2,125	(5,875)
Legal	70,000	391	17,500	17,109
Insurance (Agency, Director & Officers)	17,000	16,789	4,250	(12,539)
Contingency	5,000	619	1,250	631
Subtotal	177,500	60,037	44,375	(15,662)

Broome County IDA
Financial Statements vs. Budget
Month Ended 03/31/22

Month # -> **3**

	2022 Approved Budget	Actual YTD thru 3/31/22	Budgeted YTD thru 3/31/22	Variance
C) Business Development:				
Advertising	112,000	51,707	28,000	(23,707)
Printing & Publishing	15,000	-	3,750	3,750
Public Relations Contract	40,000	10,219	10,000	(219)
Subtotal	167,000	61,926	41,750	(20,176)
D) FIVE South College Drive Expenses	80,400	24,542	20,100	(4,442)
E) Building/Property Maintenance:				
Broome Corporate Park				
Maintenance - Mowing/Snowplowing	8,000	-	2,000	2,000
600 Main Street				
Maintenance - Mowing/Snowplowing	14,000	9,675	3,500	(6,175)
Subtotal	22,000	9,675	5,500	(4,175)
TOTAL EXPENSES	\$ 1,209,494	\$ 338,931	\$ 302,997	\$ (35,934)
OPERATING INCOME	\$ 94,301	\$ (166,948)	\$ 22,952	\$ (189,900)

Projected Capital Expenditures

	Approved Budget	Actual Expenditure To Date
IDA Capital Expenditures	\$ 3,000,000	\$ 1,725

Broome County IDA
Summary of Bank Deposits and Investments

Account	Month End Balance	Statement Date	Rate
Cash & Bank Deposits			
Petty Cash	100.00	3/31/2022	
NBT BCIDA Checking	134,681.57	3/31/2022	0.00%
NBT BCIDA Money Market	3,284,639.23	3/31/2022	0.1000%
Total Cash & Bank Deposits	3,419,420.80		
Portfolio Investment Accounts			
Cash & Equivalents	-	3/31/2022	
NBT Transition Account	297,894.70	3/31/2022	0.0500%
CDs & Time Deposits		3/31/2022	
US Treasury Bonds & Notes	6,989,898.94	3/31/2022	0.91%
Total Portfolio Value	7,287,793.64		
<hr/>			
Total Cash, Bank Deposit Accounts & Investments	10,707,214.44		
Loan Funds			
STEED			
Petty Cash	100.00	3/31/2022	
NBT STEED Checking	69,169.33	3/31/2022	0.00%
NBT STEED Money Market	200,560.31	3/31/2022	0.0500%
Total STEED	269,829.64		
BDF			
NBT BDF Checking	126.33	3/31/2022	0.00%
NBT BDF Money Market	356,226.55	3/31/2022	0.0500%
Total BDF	356,352.88		
<hr/>			
Total Loan Funds	626,182.52		
<hr/>			
Total Combined Funds	11,333,396.96		

**Broome County IDA
Account Receivables**

BCIDA Notes Receivable	Beginning Balance	Interest Rate	Total Principal Payments as of 3/31/2022	Total Interest Payments 3/31/2022	Outstanding Balance as of 3/31/2022	Status	Comments
ADEC 8/5/2015	710,000.00	3.0%	261,465.24	111,172.64	448,534.76	Current	Mortgage Agreement Monthly Payment \$4,903.13
Broome County - Solar City 8/15/2016	100,000.00	0.0%	25,000.00	-	75,000.00	Current	Land Lease Annual Payment \$5,000
Precium Holdings - Charles St. 5/23/2017	80,000.00	3.0%	14,908.14	10,381.62	65,091.86	Current	Land Sale Monthly Payment \$443.68

Steed Loan Status

BORROWER	Opening Balance	Current Balance	Maturity Date	Status
Start Here	1/1/2022	3/31/2022		3/31/2022
17 Kentucky Ave., LLC	182,930.43	179,528.90	1/1/2033	Current
20 Delaware Ave, LLC	72,286.72	67,071.46	1/1/2025	Current
Airport Inn Restaurant, LLC	31,693.35	30,024.48	6/1/2026	Current
Alice's Closet	25,000.00	25,000.00	7/1/2026	60 Days
Bernice Brews, LLC (Marshall McMurray)	9,371.49	8,896.66	8/1/2026	Current
Better Offer Properties, LLC	22,617.10	20,491.56	3/1/2024	Current
BrightDrive, HCS, LLC	58,118.36	55,281.17	10/1/2026	Current
Bryant Heating & Air	66,724.82	63,141.25	5/1/2026	Current
Concept Systems	23,871.60	18,437.02	10/1/2022	Current
DGC Jewelers, Inc.	13,582.88	12,867.66	6/1/2026	Current
Daniel Liburdi	15,393.90	14,583.30	6/1/2026	Current
Denise O'Donnell	10,000.00	10,000.00	6/1/2026	Current
F.A. Guernsey, Co., Inc.	118,273.72	118,273.72	6/1/2024	Bankruptcy
Fuller Holding Company, LLC	146,897.62	144,691.51	2/1/2035	Current
Highland Hollow Farm, LLC	49,216.80	46,857.39	11/1/2026	Current
Integrated Wood Components, Inc.	100,000.00	100,000.00	9/1/2026	Current
Melissa Beers	22,241.63	21,047.12	5/1/2026	Current
Mountain Fresh Dairy	92,416.06	92,416.06	12/1/2021	Litigation
Odyssey Semiconductor Technology	93,714.76	88,966.38	8/1/2026	Current
Prepared Power (Sabato)	53,788.15	53,223.46	10/1/2033	Current
Paulus Development Company, LLC	214,455.74	208,713.89	6/1/2030	Current
Roberts Stone	11,180.85	6,408.82	7/1/2022	Current
Sirgany Eyecare	21,676.46	12,428.97	4/1/2022	Current
SpecOp Tactical Center	70,453.61	70,453.61	5/1/2024	Litigation
T-Squared Custom Millwork, Inc.	18,014.04	16,326.11	4/1/2024	Current
ZDD LLC, DBA The Shop	40,000.00	39,373.44	2/1/2027	Current
TOTAL	1,583,920.09	1,524,503.94		

Business Development Fund Status

BORROWER	Opening Balance 1/1/2022	Current Balance 3/31/2022	Maturity Date	Status 3/31/2022
20 Delaware Ave., LLC	70,480.04	65,395.18	1/1/2025	Current
24 Charlotte Street, LLC	100,000.00	96,863.92	1/1/2027	Current
250 Main Street, LLC	46,599.69	46,155.24	10/1/2029	Current
265 Main St, LLC	134,001.00	132,584.85	9/1/2033	Current
J.B. Lehtonen, LLC	-	155,000.00	3/1/2028	Current
Roberts Stone	7,304.00	4,186.81	7/1/2022	Current
SpecOp Tactical Center	74,856.90	74,856.90	5/1/2024	Litigation
Total	433,241.63	575,042.90		

BR+E Loan Status

BORROWER	Opening Balance 1/1/2022	Current Balance 3/31/2022	Maturity Date	Status 3/31/2022
24 Charlotte Street, LLC	50,000.00	48,431.97	1/1/2027	Current
250 Main Street, LLC	46,599.69	46,155.24	10/1/2029	Current
265 Main St, LLC	44,667.11	44,195.06	9/1/2033	Current
Antonio's Bar & Trattoria, LLC	25,000.00	25,000.00	3/1/2027	Current
Gordon Dusingberre, DBA Northside Auto	24,215.99	23,033.84	10/1/2026	Current
Grow Hemp, LLC	39,330.62	-	11/1/2025	Paid Off
Prepared Power	44,823.48	44,352.90	10/1/2033	Current
Total	274,636.89	231,169.01		

Loan Delinquency Status

STEED

Alice's Closet
F. A. Guernsey
Mountain Fresh Dairy
SpecOp Tactical

Litigation
Bankruptcy
Litigation
Litigation

BDF

SpecOp Tactical

Litigation

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LOAN FUNDS ACTIVITY AS OF
March 31, 2022**

STEED ACCOUNT BALANCE: \$ 269,729.64

Amount held at ARC in Washington, DC \$ -

LOAN COMMITMENTS	Commitment Date	Expiration Date
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Total STEED Loans Commitments

Available to Lend \$ 269,729.64

BDF ACCOUNT BALANCE: \$ 356,352.88

LOAN COMMITMENTS	Commitment Date	Expiration Date
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Total BDF Loan Commitments \$ -

Available to Lend \$ 356,352.88

BR+E \$ 68,830.99

LOAN COMMITMENTS	Commitment Date	Expiration Date
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Total BRE Loan Commitments \$ -

Available to Lend \$ 68,830.99

Broome County IDA
Internal Financial Status Reports
April 30, 2022

Broome County IDA
Financial Statements vs. Budget
Month Ended 04/30/22

Month # -> **4**

	2022 Approved Budget	Actual YTD thru 4/30/22	Budgeted YTD thru 4/30/22	Variance
<u>INCOME:</u>				
A) Land/Building Income:				
Bluestone	94,058	-	31,353	(31,353)
ADEC Mortgage	58,838	19,613	19,613	-
Canopy	100,000	-	33,333	(33,333)
FIVE South College Drive Tenant Leases	80,400	27,467	26,800	667
Miscellaneous Income	10,000	4,785	3,333	1,452
Solar City	5,000	-	1,667	(1,667)
Spark JC, LLC	115,499	100,000	38,500	61,500
Subtotal	463,795	151,864	154,598	(2,734)

B) BCIDA Fees:				
IRB/Sale Leasback Fees	715,000	87,800	238,333	(150,533)
Loan Fund Administration	35,000		11,667	(11,667)
Subtotal	750,000	87,800	250,000	(162,200)

C) Other Income:				
Bank Interest	90,000	22,000	30,000	(8,000)

TOTAL INCOME	\$ 1,303,795	\$ 261,665	\$ 434,598	\$ (172,934)
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EXPENSES:

A) Administration:				
Salaries	\$ 487,520	\$ 160,868	\$ 162,507	\$ 1,639
Benefits	213,074	68,887	71,274	2,387
Professional Service Contracts	40,000	9,600	13,333	3,733
Payroll Administration	2,000	759	667	(92)
Investment Management	20,000	3,516	6,667	3,151
Subtotal	762,594	243,629	254,447	10,818

B) Office Expense:				
Postage	2,000	821	667	(154)
Telephone/Internet Service	6,000	1,886	2,000	114
Equipment & Service/Repair Contracts	12,000	6,020	4,000	(2,020)
Supplies	7,000	5,708	2,333	(3,374)
Travel/Transportation	16,000	6,026	5,333	(692)
Meetings	14,000	5,305	4,667	(638)
Training/Professional Development	13,000	11,893	4,333	(7,560)
Membership/Dues/Subscriptions	7,000	6,374	2,333	(4,040)
Audit	8,500	8,000	2,833	(5,167)
Legal	70,000	16,211	23,333	7,122
Insurance (Agency, Director & Officers)	17,000	16,656	5,667	(10,990)
Contingency	5,000	619	1,667	1,048
Subtotal	177,500	85,519	59,167	(26,352)

**Broome County IDA
Financial Statements vs. Budget
Month Ended 04/30/22**

Month # -> 4

	2022 Approved Budget	Actual YTD thru 4/30/22	Budgeted YTD thru 4/30/22	Variance
C) Business Development:				
Advertising	112,000	55,973	37,333	(18,639)
Printing & Publishing	15,000	-	5,000	5,000
Public Relations Contract	40,000	14,218	13,333	(885)
Subtotal	167,000	70,191	55,667	(14,524)
D) FIVE South College Drive Expenses				
	80,400	35,625	26,800	(8,825)
E) Building/Property Maintenance:				
Broome Corporate Park				
Maintenance - Mowing/Snowplowing	8,000	280	2,667	2,387
600 Main Street				
Maintenance - Mowing/Snowplowing	14,000	10,925	4,667	(6,258)
Subtotal	22,000	11,205	7,333	(3,872)
TOTAL EXPENSES	\$ 1,209,494	\$ 446,168	\$ 403,414	\$ (42,754)
OPERATING INCOME	\$ 94,301	\$ (184,504)	\$ 31,184	\$ (215,688)

Projected Capital Expenditures

	Approved Budget	Actual Expenditure To Date
IDA Capital Expenditures	\$ 3,000,000	\$ 1,725

Broome County IDA
Summary of Bank Deposits and Investments

	Account	Month End Balance	Statement Date	Rate
Cash & Bank Deposits				
	Petty Cash	100.00	4/30/2022	
	NBT BCIDA Checking	57,565.03	4/30/2022	0.00%
	NBT BCIDA Money Market	3,292,483.50	4/30/2022	0.1000%
	Total Cash & Bank Deposits	<u>3,350,148.53</u>		
Portfolio Investment Accounts				
	Cash & Equivalents	-	4/30/2022	
	NBT Transition Account	297,912.63	4/30/2022	0.0500%
	CDs & Time Deposits		4/30/2022	
	US Treasury Bonds & Notes	6,970,564.55	4/30/2022	0.91%
	Total Portfolio Value	<u>7,268,477.18</u>		
Total Cash, Bank Deposit Accounts & Investments		<u><u>10,618,625.71</u></u>		
Loan Funds				
STEED				
	Petty Cash	100.00	4/30/2022	
	NBT STEED Checking	74,178.86	4/30/2022	0.00%
	NBT STEED Money Market	219,491.71	4/30/2022	0.0500%
	Total STEED	<u>293,770.57</u>		
BDF				
	NBT BDF Checking	51,705.53	4/30/2022	0.00%
	NBT BDF Money Market	361,046.71	4/30/2022	0.0500%
	Total BDF	<u>412,752.24</u>		
Total Loan Funds		<u><u>706,522.81</u></u>		
Total Combined Funds		<u><u>11,325,148.52</u></u>		

**Broome County IDA
Account Receivables**

BCIDA Notes Receivable	Beginning Balance	Interest Rate	Total Principal Payments as of 4/30/2022	Total Interest Payments 4/30/2022	Outstanding Balance as of 4/30/2022	Status	Comments
ADEC 8/5/2015	710,000.00	3.0%	265,247.03	112,293.98	444,752.97	Current	Mortgage Agreement Monthly Payment \$4,903.13
Broome County - Solar City 8/15/2016	100,000.00	0.0%	25,000.00	-	75,000.00	Current	Land Lease Annual Payment \$5,000
Precium Holdings - Charles St. 5/23/2017	80,000.00	3.0%	15,189.09	10,544.35	64,810.91	Current	Land Sale Monthly Payment \$443.68

Steed Loan Status

BORROWER Start Here	Opening Balance 1/1/2022	Current Balance 4/30/2022	Maturity Date	Status 4/30/2022
17 Kentucky Ave., LLC	182,930.43	178,389.38	1/1/2033	Current
20 Delaware Ave, LLC	72,286.72	65,325.79	1/1/2025	Current
Airport Inn Restaurant, LLC	31,693.35	29,465.87	6/1/2026	Current
Alice's Closet	25,000.00	25,000.00	7/1/2026	60 Days
Bernice Brews, LLC (Marshall McMurray)	9,371.49	8,737.72	8/1/2026	Current
Better Offer Properties, LLC	22,617.10	19,780.09	3/1/2024	Current
BrightDrive, HCS, LLC	58,118.36	54,331.50	10/1/2026	Current
Bryant Heating & Air	66,724.82	61,941.74	5/1/2026	Current
Concept Systems	23,871.60	16,615.67	10/1/2022	Current
DGC Jewelers, Inc.	13,582.88	12,628.26	6/1/2026	Current
Daniel Liburdi	15,393.90	14,311.97	6/1/2026	Current
Denise O'Donnell	10,000.00	10,000.00	6/1/2026	Current
F.A. Guernsey, Co., Inc.	118,273.72	118,273.72	6/1/2024	Bankruptcy
Fuller Holding Company, LLC	146,897.62	143,951.85	2/1/2035	Current
Highland Hollow Farm, LLC	49,216.80	46,067.64	11/1/2026	Current
Integrated Wood Components, Inc.	100,000.00	100,000.00	9/1/2026	Current
Melissa Beers	22,241.63	20,647.29	5/1/2026	Current
Mountain Fresh Dairy	92,416.06	92,416.06	12/1/2021	Litigation
Odyssey Semiconductor Technology	93,714.76	87,376.99	8/1/2026	Current
Prepared Power (Sabato)	53,788.15	53,034.05	10/1/2033	Current
Paulus Development Company, LLC	214,455.74	206,791.56	6/1/2030	Current
Roberts Stone	11,180.85	4,811.51	7/1/2022	Current
Sirgany Eyecare	21,676.46	9,332.33	4/1/2022	Current
SpecOp Tactical Center	70,453.61	70,453.61	5/1/2024	Litigation
T-Squared Custom Millwork, Inc.	18,014.04	15,760.88	4/1/2024	Current
ZDD LLC, DBA The Shop	40,000.00	38,745.58	2/1/2027	Current
TOTAL	1,583,920.09	1,504,191.06		

Business Development Fund Status

BORROWER	Opening Balance 1/1/2022	Current Balance 4/30/2022	Maturity Date	Status 4/30/2022
20 Delaware Ave., LLC	70,480.04	63,693.16	1/1/2025	Current
24 Charlotte Street, LLC	100,000.00	95,290.98	1/1/2027	Current
250 Main Street, LLC	46,599.69	46,006.10	10/1/2029	Current
265 Main St, LLC	134,001.00	132,109.85	9/1/2033	Current
J.B. Lehtonen, LLC	-	155,000.00	3/1/2028	Current
Roberts Stone	7,304.00	3,143.41	7/1/2022	Current
SpecOp Tactical Center	74,856.90	74,856.90	5/1/2024	Litigation
Total	433,241.63	570,100.40		

BR+E Loan Status

BORROWER	Opening Balance 1/1/2022	Current Balance 4/30/2022	Maturity Date	Status 4/30/2022
24 Charlotte Street, LLC	50,000.00	47,645.50	1/1/2027	Current
250 Main Street, LLC	46,599.69	46,006.10	10/1/2029	Current
265 Main St, LLC	44,667.11	44,036.73	9/1/2033	Current
Antonio's Bar & Trattoria, LLC	25,000.00	24,608.40	3/1/2027	Current
Gordon Dusinberre, DBA Northside Auto	24,215.99	22,638.15	10/1/2026	Current
Grow Hemp, LLC	39,330.62	-	11/1/2025	Paid Off
Prepared Power	44,823.48	44,195.06	10/1/2033	Current
Total	274,636.89	229,129.94		

Loan Delinquency Status

STEED

Alice's Closet
F. A. Guernsey
Mountain Fresh Dairy
SpecOp Tactical

Litigation
Bankruptcy
Litigation
Litigation

BDF

SpecOp Tactical

Litigation

**BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LOAN FUNDS ACTIVITY AS OF
April 30, 2022**

STEED ACCOUNT BALANCE: \$ 293,670.57

Amount held at ARC in Washington, DC \$ -

LOAN COMMITMENTS	Commitment Date	Expiration Date
-------------------------	------------------------	------------------------

Total STEED Loans Commitments

Available to Lend \$ 293,670.57

BDF ACCOUNT BALANCE: \$ 412,752.24

LOAN COMMITMENTS	Commitment Date	Expiration Date
-------------------------	------------------------	------------------------

Total BDF Loan Commitments \$ -

Available to Lend \$ 412,752.24

BR+E \$ 70,870.06

LOAN COMMITMENTS	Commitment Date	Expiration Date
-------------------------	------------------------	------------------------

Total BRE Loan Commitments \$ -

Available to Lend \$ 70,870.06

**Kashou Enterprises
1500 Airport Rd.
Binghamton NY 13905**

4/26/2022

**The Agency
Broome county IDA
FIVE south College Dr Suite 201
Binghamton NY 13905**

Dear Stacey,

As you are aware we had a set back in our building project. Therefore I am writing to ask The Agency for time extension till 5/19/2023 on our sales tax exemption.

In addition we are looking to increase our sales tax exemption to \$331,440 from the original amount of \$240,000.

I will be submitting an application reflecting the additional costs for this project.

Please let me know if you may need any other information from me.

Thank you so much
Sincerely,

Bob Kashou
607-343-4487

B R O O M E C O U N T Y I D A / L D C

SALES TAX INCREASE REQUEST

PROJECT Kashou Ent Inc.

Address	1500 Airport Rd
City/State/Zip	Binghamton NY 13905
Contact Name	Bob Kashou
Tax ID No.	16-1389949
Title	President
Telephone	607-343-4487
E-Mail	bkashou@binghamtonfc.com

NEW PROJECT COSTS

A. Costs necessary for the new construction, acquisition, rehabilitation, improvement and/or equipping of the project

Building Construction or Renovation

a. MATERIALS a. \$ 1,023,000

b. LABOR	b. \$340,000
----------	--------------

Site Work

c. \$ 70,000

c. MATERIALS

d. LABOR _____

e. Non-Manufacturing Equipment

f. \$ 50,000

f. Furniture and Fixtures

g. \$ 0

g. LAND and/or BUILDING Purchase

h. \$151,800

h. Soft Costs (Legal, Architect, Engineering)

Other (specify) i. Misc i. \$ 100,000

Other (specify) i. _____ j. \$ _____

j. _____ j. \$ _____

k. _____ k. \$ _____

TOTAL PROJECT COSTS

B. Sources of Funds for Project Costs:

a. Bank Financing \$ 3,100,000

	\$ _____
b. Public Sources	\$ 0

Identify each state and federal grant/credit

\$ _____

\$_____

\$_____

\$_____

c. Equity	\$4,000,000
-----------	-------------

TOTAL SOURCES	\$ <u>7,100,000</u>
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REASON FOR SALES TAX EXEMPTION INCREASE

ESTIMATED DURATION OF SALES TAX EXEMPTION

A. The sales tax letter shall be valid for a period of twelve (12) months as specified; unless otherwise noted.

VALUE OF INCENTIVE

A. Sales Tax Exemption Benefit	Estimated value of goods that will be exempt from New York State and local sales tax (materials, non-manufacturing equipment, furniture and fixtures - line a,c,e,f from Project Costs)	\$1,143,000
	New estimated value of New York State and local sales tax exemption (8% of value of eligible goods)	\$91,440
	Approved amount of New York State and local sales tax exemption from previous application	\$ 240,000
Total of Original and New Requested Sales Tax Exemption		\$331,440

ADMINISTRATIVE FEE

A. Sales Tax Increase Fee:

A non-refundable sales tax increase fee of **\$1,000** is due at the time of request. However, if this request combined with the previous sales tax exemption approval is over **\$100,000**, a 1% project fee of the total project cost is due and payable to The Agency at time of Board approval.

\$ 1000

LOCAL LABOR POLICY

A. Please note, The Agency's Local Labor Policy remains in effect for the Sales Tax Increase Request.

This request, including without limitation, information regarding the amount of New York State and local sales and use tax exemption benefits, is true, accurate and complete.

The Agency reserves the right to terminate, modify, or recapture Agency benefits if :

- (i) *an applicant or its sub-agency (if any) authorized to make purchases for the benefit of the project is not entitled to the sales and use tax exemption benefits;*
- (ii) *sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the applicant or its sub-agents;*
- (iii) *sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the project;*
- (iv) *the applicant has made material, false, or misleading statements in its application for financial assistance;*
- (v) *the applicant has committed a material violation of the terms and conditions of a Project Agreement.*

(vi) *As of the date of the Application this project is in substantial compliance with all provisions of GML Article 18-A, including but not limited to, the provisions of GML Section 859-a and GML Section 862(1) (the anti-raid provision) and if the project involves the removal or abandonment of a facility or plant within the state, notification by the IDA to the chief executive officer or officers of the municipality or municipalities in which the facility or plant was located.*

COMPANY REPRESENTATIVE

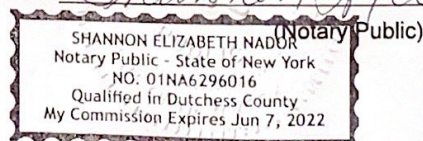
B. Kashou

Signature Title Date
President 4/28/2022

Sworn to before me this

28 day of April, 2022.

Shannon Elizabeth Nador



Sentry Alarms
40 Chenango St
Binghamton, NY 13901-2902
Tel : (607)723-2934 Fax: (607)724-3858

Honeywell
Authorized Security Dealer



Proposal Number 31887

Created 5/5/2022

Salesperson Dave Winckler

The Agency
Natalie Abbadessa
5 South College Drive
Binghamton, NY 13905

RETAIL INSTALLATION AGREEMENT

Date: May 5th, 2022

Job # _____

Customer's Name: The Agency - ***Perimeter Camera and Glass Breakage Add-on***

Billing Address: 5 South Campus Drive, Binghamton NY 13905

Address of Installation: 5 South Campus Drive, Binghamton NY 13905

Premise Phone No: (607) 584-9000

Sale Contact: Natalie Abbadessa **Phone No:** (607) 584-9000 **Email:** nca@the-agency-ny.com

SENTRY ALARMS (herein referred to as SENTRY), agrees to sell and install at Customer's premise,
and Customer agrees to buy a security system consisting of the following equipment and services:

PRICE AND PAYMENT BY CUSTOMER

Customer agrees to pay the purchase price of such security system in the amount of **\$ 12,168.00**

Plus tax in the amount of **Exempt** for a total of **\$ 12,168.00** Due upon completion of installation.

Job Description: New Install ___ Upgrade ___ **Add-on** xx Takeover ___ Prewire ___ Other ___

Approximate date work is to begin: 6-8 Weeks Approximate date work is to be substantially completed: 5 Days

NYS Lic. # 12000007148

Pennsylvania Home Improvement Contractor # PA046462 (1-888-520-6680)

Qty	Description
-----	-------------

11	EX EVIP-01 Camera License
----	---------------------------

Connect proposed cameras to existing Exacq Video Server.

Utilize existing network jacks where possible. Utilize existing

Network POE Switch

(5) Renew Existing

(4) Exterior Cameras

(2) Interior Cameras

(11) Total

Note: Existing Devices are not Warrantied, if devices prove to be non-functional

They can be replaced or deleted from the Customer's System. Replacements
are available but at Customers expense.

2 Dahua A42BJAZ 4mp Color 3-11mm Camera w/ Night Color (Interior)

1.) 1st Floor Main Lobby (Front/Rt. Corner) looking at Elevator

2.) 2nd Floor Lobby (Front/Rt. Corner) looking at Elevator/Stairs

Qty Description

- 4 Dahua N85DF62 8mp Bullet Style Camera 3mm Lens (Exterior)
- 1.) North/East Corner looking N/W at Parking
 - 2.) North/East Corner looking South at Side approach
 - 3.) South/East Canopy looking West across Front of Bldg.
 - 4.) South/West looking East across front of building
- 6 Dahua PFA130E Waterproof Mounting Box
- (6) one for each Camera location
-

- 1 Glass Break Detection
-

- 2 Honeywell FG1625 Glass Break Detector

Connect devices to existing DMP550 located in 1st Floor Server Room.

- 1.) Main Chamber/Agency Entrance
- 2.) Visions FCU Vestibule

Note: Glass Breaks to run on schedule (Auto Arm/Disarm)

- 1 Misc Hardware and Fittings

Includes conduit and hardware for Front canopy camera.
Includes Interior Wiremold for S/E Corner Cameras

- 1 Prevailing Wage Labor adjustment

- 1 Prevailing Wage Labor Hours

- 1 Cat6 Cable "White"

- 1 18/4 Cable "White"

- 1 Manufacturers Surcharge

\$12,168.00

TERM OF AGREEMENT: Renewal: All recurring charges are payable in advance. The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt request, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from date hereof Sentry shall be permitted from time to time to increase all charges by an amount not to exceed 5 percent each year and subscriber agrees to pay such increase. Service commences when the necessary connection to the central station is completed.

EXCULPATORY CLAUSE: SENTRY and Subscriber agree that SENTRY is not an insurer, and no insurance coverage is offered herein. The alarm system and SENTRY's services are designed to detect and reduce certain risks of loss, though SENTRY does not guarantee that no loss or damage will occur. SENTRY is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SENTRY's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct. Subscriber releases SENTRY from any claims for contribution, indemnity or subrogation.

ENTIRE AGREEMENT - Customer acknowledges that He/She is aware that no alarm system can guarantee prevention of loss. That human error on the part of SENTRY or the municipal authorities is always possible and that signals may not be received if the transmission mode is cut, interfered with or otherwise damaged. This Agreement constitutes the entire Agreement between the Customer and SENTRY. In executing this Agreement, the Customer is not relying on any advice or advertisement of SENTRY. Customer agrees that any representation, promise, condition, inducement, or warranty expressed or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified and approved in writing by an authorized representative of SENTRY. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions, or any purchase order or other document submitted by the Customer.

LIMITED WARRANTY

1. In the event that any part in the alarm system becomes defective, or in the event that any repairs are required, SENTRY agrees to make all repairs and replacement of parts without cost to the Customer for a period of one (1) year from the date of installation. SENTRY reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, window foil, or reprogramming. Damage related to customer abuse, fire, flood, lightning strikes, or other acts of God is not covered under warranty.

SENTRY shall not be required to service the security system unless it has received written notice from Customer and upon such notice, SENTRY shall service the alarm system to the best of its ability within 36 hours, exclusive of Saturday, Sunday, and legal holidays, during the business hours of 9 am and 5 p.m., Monday through Friday, during the warranty period. Customer agrees to test and inspect the alarm system immediately upon completion of installation and to advise SENTRY in writing within three (3) days after installation of any defect error or omission in the alarm system.

Except as set forth in this agreement, SENTRY makes no implied or express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. Seller does not represent nor warrant that the alarm system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it was installed. SENTRY expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than SENTRY. SENTRY shall not be liable for incidental or consequential damages. Customer acknowledges that any affirmation of fact or promise made by SENTRY shall not be deemed to create an express or implied warranty unless included in this contract in writing. The customer is not relying on SENTRY'S skill or judgment in selection or furnishing a system suitable for any particular purpose, and there are no warranties which extend beyond those on the face of this agreement.

2. Limitation of Liability: Subscriber agrees that, except for Sentry's gross negligence and willful misconduct, should there arise any liability on the part of Sentry as a result of the Sentry's breach of contract, negligent performance to any degree or negligent failure to perform any of Sentry's obligations pursuant to the agreement, or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that Sentry's liability shall be limited to the sum of \$250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase Sentry's amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with Sentry's increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, Sentry's liability shall not exceed its available insurance coverage.

Initial Here _____ Date _____

3. Delay in Installation: SENTRY shall not be liable for any damages or loss sustained by Customer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God or other causes, including SENTRY's negligence or gross negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

4. Alteration of Premise For Installation: SENTRY is authorized to make preparations such as drilling holes, driving nails, making attachments, or doing any other thing necessary in SENTRY's sole discretion for the installation and service of the alarm system, and Sentry shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the alarm system, and Customer represents and warrants that if the owner of the premises is other than Customer, the owner of the premises authorizes the installation of the security system under the terms of this agreement. Customer indemnifies SENTRY against any claims or actions by the owner of the premises for any unauthorized installation.

5. Normal Work Schedule and Access to Work: Customer agrees and understands that the installation of the security system will take place between the hours of 9 a.m. and 5 p.m., Monday through Friday, exclusive of holidays. Customer agrees to provide free and open access to all work areas and points of protection.

6. Customer's Duty to Supply Electric and Telephone Service: Customer agrees to furnish, at its expense all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups. RJ31X Block or equivalent, as deemed necessary by SENTRY in its sole discretion.

7. If Closed Circuit TV equipment is involved, Customer will provide adequate illumination under all operational conditions for proper operation of CCTV cameras. A shelf or adequate space will be provided for by Customer for placement of Monitor(s) and or related equipment.

8. Additions or changes to the system: Customer agrees that future changes or additions to the alarm system, authorized by the Customer, performed by SENTRY, its employees or authorized agent in servicing or repairing of the system, will become part of the system and will be covered under the terms and conditions of this agreement.

9. Credit Information: Customer agrees and understands that a consumer credit report may be requested in connection with this Agreement or in connection with updates, renewals, or extensions of any credit granted as a result of this Agreement.

10. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by SENTRY, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of SENTRY's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SENTRY's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SENTRY, the balance of all payments for the entire term herein shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and SENTRY shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely reprogram or delete any programming without relieving Subscriber of any obligation herein. If SENTRY prevails in any litigation or arbitration between the parties, Subscriber shall pay SENTRY's legal fees. In any action commenced by SENTRY against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against SENTRY for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SENTRY's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against SENTRY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against SENTRY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SENTRY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement.

11. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: Subscriber agrees to and shall indemnify and hold harmless SA, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SA's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SA or SA's subcontractors arising out of this agreement or the relation of the parties hereto.

Initial Here _____ Date _____

12. **CENTRAL OFFICE MONITORING:** Upon receipt of a signal from Subscriber's alarm system, SENTRY or its designee central office shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and Subscriber may obtain a written response policy from SENTRY. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of SENTRY or SENTRY's designee central office and SENTRY does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of SENTRY and are not maintained by SENTRY except SENTRY may own the radio network, and SENTRY shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish SENTRY with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List SENTRY will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SENTRY's notification obligation. All changes and revisions shall be supplied to SENTRY in writing. Subscriber authorizes SENTRY to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central office to monitor video or sound then upon receipt of an alarm signal central office shall monitor video or sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. SENTRY may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by SENTRY.

Customer acknowledges that signals which are transmitted over telephones lines, wire, air waves, or other modes of communication pass through communication networks not maintained by Sentry and wholly beyond the control of Sentry and, therefore, Sentry shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom.

Customer agrees to furnish Sentry with a written list of names and telephone numbers for those persons Customer wishes to be notified of alarm signals. All changes and revisions to such list shall be supplied to Sentry in writing. Customer authorizes Sentry to access the control panel to input or delete data and programming, as deemed necessary by Sentry.

13. **Medical Alert:** If medical alert is specified under the schedule of installation as a service to be provided to Customer, upon receipt of a medical alert signal Sentry or its subcontractor shall as soon as may be practicable, make every reasonable effort to notify by telephone those persons designated by Customer or the appropriate municipal police or fire department providing emergency medical response. Customer acknowledges that Sentry provides no response to a medical alert signal except notification of the appropriate party, and that the provisions of this Agreement exculpating and limiting SENTRY's liability are fully applicable to the medical alert service.

14. **Testing and Servicing of Alarm System.** The parties hereto agree that the alarm system, once installed, is in the exclusive possession and control of the Customer, and it is the Customer's sole responsibility to test the operation of the alarm system and to notify Sentry in writing if any equipment is in need of repair. Sentry shall not be required to service the equipment unless all payments are current and has received written notice from Customer and upon such notice Sentry shall service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m., Monday through Friday with charges made at the then current rate.

15. **Excessive Alarm Activity:** Customer agrees to operate system in a reasonable manner, so as not to generate false alarm activations. Sentry will be given prior notification of any entries by persons unfamiliar with the system's operation. Should any construction or alterations be anticipated at the Customer's premise, Customer agrees to notify Sentry in writing in advance. Customer acknowledges that false alarm activity deemed excessive, or as a result of Customer's failure to comply with this provision, at the sole discretion of Sentry, may result in additional charges against the Customer for each false activation.

16. **Sentry's Right to Subcontract or Assign Monitoring Service:** Customer agrees that Sentry is authorized and permitted to subcontract or assign central office monitoring service and any other special service which Sentry is obligated to perform under this agreement, and Sentry shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary, or any other cause whatsoever caused by the negligence of such third parties. Customer acknowledges that this agreement, and particularly those paragraphs relating to Sentry's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability, and third party indemnification, insure to the benefit of and are applicable to any subcontractors, assignees and communication centers of Sentry. No consent of Customer is required for such sub-control or assignment.

17. **Severability:** The provisions of this agreement are intended to be severable and to constitute independent and distinct binding obligations. Should any provision of this Agreement be determined to be void and unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision or part thereof, and such provision or part thereof shall be deemed modified to the extent required to permit enforcement.

Initial Here _____ Date _____

Proposal Number: 31887

Page 5 of 6

18. Governing Law: The parties agree that New York Law applies and the parties' consent to jurisdiction of New York for any litigation.

NOTICE OF CANCELLATION for New York State Residential - You, the Customer, may cancel this contract at any time prior to midnight of the third business day of this transaction.

.....
CREDIT CARD PAYMENT

I authorize SENTRY to charge the credit card listed below:

Amount \$ _____ Exp. Date _____ Type of Card: _____ MasterCard _____ Visa

Account Number _____ Print Cardholder's Name _____

_____ Card Code (3 or 4 digit on back of card)

Customer's Signature _____

.....
CUSTOMERS APPROVAL

Customer Acknowledges pricing is based on an agreement with a 5 (five) year term

Signature Required Here _____

Print Name Here _____

SENTRY'S APPROVAL

D. Winckler
Sentry Representative - David D. Winckler (Electronic Signature)



FROM: Ostroff Associates

DATE: April 13, 2022

RE: Status of Open Meetings Law (OML)

On **March 12, 2020**, Executive Order (EO) [202.1](#) was signed as part of the State's COVID-19 Disaster Emergency Declaration, suspending the New York State law that required meetings to take place in person, therefore, allowing for public meetings to be held virtually.

On **June 25, 2021**, the State Disaster Emergency ended, which removed this provision (EO 202.1) that suspended the law.

On **September 2, 2021**, the Governor signed into law Chapter 417 of the Laws of 2021 (S.50001 Kavanagh/A.40001 Dinowitz), which mirrored EO 202.1 and allowed for remote public meetings to continue to be held in the same manner as was allowed during the State Disaster Emergency through January 15, 2022.

On **October 19, 2021**, the Governor signed into law Chapter 481 of the Laws of 2021 (S.1150A Kaplan/A.1228A Paulin) which amends § 103(e) of OML to require that records that will be discussed at a meeting should be made available upon request, as well as posted online at least 24-hours before the meeting.

- The obligation to make records available to the public upon request and to post the records on the agency website has been in effect since February 2012.
- The only change this amendment made was placing a 24-hour minimum time frame for making those records available.

On **November 8, 2021**, the Governor signed into law Chapter 587 of the Laws of 2021 (S.4704A Kaplan/A.1108A Paulin), which amended the OML to require agencies that maintain a website to post meeting minutes on their website within two weeks of the meeting date, or within one week of an executive session.

On **December 21, 2021**, the Governor signed into law Chapter 676 of the Laws of 2021 (S.1625A Skoufis/A.924A Paulin), which amended the definition of “public body” to mean any entity for which a quorum is required in order to conduct public business or where two or more members are performing a governmental function for a public body or entity.

On **January 14, 2022**, Governor Kathy Hochul signed into law Chapter 1 of the Laws of 2022, which was a chapter amendment that amended Chapter 417 of the Laws of 2021 to also allow for meetings to be held by conference call.

- Please note, at this time, Chapter 1 would be repealed should the state disaster emergency end (pursuant to Governor Hochul’s EO 11).
- As of this date, EO 11.3 had extended EO 11 through March 16, 2022.

On **March 16, 2022**, Governor Kathy Hochul signed into law EO [11.4](#) (extending Executive Order 11), which allows for remote public meetings to continue to be held in the same manner as prescribed in Chapter 1, through April 15, 2022.

On **April 9, 2022**, Governor Hochul signed Chapter 56 of the Laws of 2022 (S.8006-C/A. 9006-C) relating to ELFA Part WW in the FY22-23 New York State Budget. Included in the bill (ELFA Part WW), was an amendment to OML which would make permanent, the expanded use videoconferencing by public bodies to conduct open meetings, under extraordinary circumstances, regardless of a declaration of emergency, until July 1, 2024.

- Until then, it is important to note that the law permits public bodies to continue to hold remote meetings in the same manner as described in Chapter 1 of the Laws of 2022, for a period of 60 days after its effective date, or until June 8, 2022.

The NYS Committee on Open Government Q&A – Chap. 56 of the Laws of 2022

The full Q&A can be found [here](#).

This new law is not meant to change what has always been required of public bodies complying with the OML. Public bodies may continue to operate now as they did before the onset of the pandemic in early 2020 when the “in person” aspects of the OML were first suspended.

- In other words, if a public body was permitted to do it before the pandemic, this law does not change that.

As noted above, this law is intended to expand, in extraordinary circumstances only, the ability of public bodies to meet using remote access technology.

- Each public body that wishes to allow for remote attendance is required to adopt a local law, joint resolution, or a resolution authorizing remote attendance, and they

must also establish written procedures on what they determine to be “extraordinary circumstances.”

- Any local public body that elects to utilize the “extraordinary circumstances” videoconferencing, must maintain an official website.
- Even if a public body allows its members to participate remotely, under extraordinary circumstances, at locations that do not allow for in-person physical attendance by the public, they still must afford members of the public the opportunity to view the meeting by videoconference.
- Public bodies are not required to allow their members to participate remotely, under extraordinary circumstances, at locations that do not allow for in-person physical attendance by the public. They are allowed to use discretion.

Any member who participates at a physical location that is open to in-person physical attendance by the public (and which location has been included in the meeting notice) may count toward a quorum.

- A member who is participating from a remote location may not be counted toward a quorum of the public body, but can still participate and vote if there is a quorum of members at a physical location.

Each meeting conducted using videoconferencing must be recorded, and posted or linked on the public website of the public body within five business days following the meeting, and remain available for a minimum of five years. These recordings must also be transcribed upon request.

- This law requires that any participating member of a public body must be able to be seen and heard thus, teleconferencing (audio only) is not an acceptable form of member participation under this law.
- Meeting minutes must reflect which members of the public body participated.
- Those participating virtually in a public meeting must have the same access to public participation or testimony as those participating in-person.
- Executive Sessions do not need to be recorded or transcribed. It was determined that this law only applies to portions of the meeting that the public would be able to attend.

Public meetings can still be conducted with members at multiple physical locations as the intent of this expansion was not to limit the existing authority to virtually connect.

- Additionally, fully remote meetings can still be conducted under State Disaster Emergencies or Local State Emergencies.