### ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Crossroads Commerce Center October 13, 2022 10:00 a.m.

https://www.youtube.com/channel/UCXJ1KZ F90Z77-JQxeHzDXQ?

### **AGENDA**

### **Approval of Minutes**

Board Minutes September 8, 2022

### **Treasurer's Report**

- Abstract Report Expenses
- Banking & Financial Summary

### **Building Maintenance Report**

### **Executive Session- discussion of contractual/legal issue**

### **Action Items**

- Approve Contracts with H. Sicherman Company for CBDG projects
- Request for Local Labor Exemption on OYA Solar Projects

### **Old Business**

- Crossroads development
- Solar Updates
- Micro enterprise updates
- Small business grant CBDG CARES act program

### **New Business**

### **Good of the Order**

### Adjournment

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### **Allegany County Industrial Development Agency**

September 08, 2022 Crossroads Conference Center, Belmont, New York 14813 ACIDA.org

### **OPENING REMARKS**

Vice Chairman, J. Hopkins called the Board meeting to order at 10:00 A.M. and asked the Board if there were any conflicts of interest. No conflicts were declared.

- > Present: Judith Hopkins, Randy Shayler, John Ricci and Douglas Frank.
- > By Telephone: Chairman Richard Ewell, Dan Spitzer, Legal Counsel for ACIDA
- > Absent: None
- Guests: Representatives from Clark, Patterson, Lee Engineers, Andrew Kosa, Project Manager, Tom Bach, Project Engineer, Oakley Sortore, Friendship Supervisor of Public Works and Mike Healy, Allegany County Legislator.
- Others present: Dr. Craig Clark, IDA Executive Director Pamela Common, Recording Secretary

Live streaming on YouTube at:

The representatives from Clark, Patterson, Lee introduced themselves to the IDA Board and passed out packets, regarding the Crossroads Engineering studies, to the Board. The first sheet is a stand-alone summary sheet. The second sheet is the Feasibility Study, including mapping and cost assessments. They were tasked, in April, to look at two IDA parcels, at the Crossroads site, which includes 22 acres. The Feasibility Study includes an environmental review, infrastructure and determining the overall feasibility & potential of the site. A number of studies were done on the site, to take a closer look at the development potential. A Phase I, environmental assessment was completed, looking for any spills or signs of soil contamination. In this report, nothing of significance was found. However, more sampling has been recommended in the fill areas, due to household and concrete debris. It is nothing that will hinder development of that area. In regard to the wetlands delineation, we have submitted information to the Department of Environmental Conservation (DEC) for a jurisdictional determination, on June 13th and we are still awaiting a response. They may visit the site to verify some of the species & native plants, indicating wetlands. Once completed, they will determine if they have jurisdiction or not. There may be a need for additional buffers if the State determines it is jurisdictional. There are two stream crossing to worry about, regarding the access road, which can be completed with a three-sided culvert. In the mapping, we have considered the wetlands locations and mapped out the development of the site, accordingly.

We had Dual Archeology prepare Phase I-A & I-B, to see if there are any artifacts, burial grounds, etc. In Phase I-A, historical maps and registers were reviewed, including information from the area. Phase I-B is going on site, to do shovel testing, for artifacts and documenting the findings. The study determined no other testing was needed and the site is clear.

CC Environmental did wetlands and took a look at rare plants and animals. No restrictions are anticipated. There are no endangered species located on the site. There may be habitat, in the northern tree area, that we will be avoiding anyway, due to the wetlands. It makes sense to keep this buffer in place. The only restriction would be, cutting down trees, between October 15<sup>th</sup> and March 15<sup>th</sup>, due to the Long-Eared Bat mating season. We have to take this into consideration but, it will not hinder construction. Finally, Foundation Design has completed several borings, on site, to get the pavement recommendations. They look at what is under the surface. They found low, infiltrating soils, which means it doesn't

They look at what is under the surface. They found low, infiltrating soils, which means, it doesn't percolate into the ground as fast as we prefer. We would need under drains for pavement and bioretention water controls. We would like to restrict work to the summer months because it is not as wet. Soils like this tend to muck up during construction.

The last page of the packet includes current bid prices from many, recent projects, over the last year. Many materials are high such as, steel, asphalt, etc. We try to capture that so, when we go to bid, we are aware of those prices and hope they go down. This shows you current pricing for the public infrastructure, the access road and the many lines and feeds. This is just for the main pieces of infrastructure, to get this site shovel ready. The total construction cost, for on-site infrastructure is, about, 3.7-million dollars, including contingency, legal, engineering & administration costs of 5.15-million dollars.

The costs are negotiable and can be combined. It will come down to what the developer would like to do. Having the costs on the table would be easier for the negotiation process. There are some things that are not included, smaller areas, site specific things, that are included on here.

Mike Healy, an Allegany County Legislator has joined the meeting and was introduced by Vice Chairman, J. Hopkins.

This brings everything together, that you would bring to the table, for a developer. It is not going to include your water service from the main line to the hotel, sanitary connections, site specific stormwater requirement, green infrastructure, quality control, asphalt paving or, anything they would do specifically for their site, including gas and electric. When we have a developer, we would work hand in hand, with their engineers to hash out any issues.

At this point, there was another question and answer period, between the Board, CPL and O. Sortore.

C. Clark thanked the CPL team for coming to the Board meeting. Mr. Kosa stated, if anyone has any further questions, feel free to reach out to him

### **MINUTES**

Minutes of the IDA Board Meeting of 08-11-2022- A motion was made by R. Shayler, seconded by J. Ricci, to approve the August IDA Board minutes. There were no questions or discussion. All members were in favor of the approval of the minutes, by a vote of 5-0, with no opposition.

### TREASURER'S REPORT

Vice Chairman Hopkins, asked if we had a QuickBooks update.

- P. Common states, after emailing Dave DiTanna, of BWB, Mr. DiTanna will be contracting his associate. Julie, to set up training for the new software. It has been purchased and installed on her computer as a desktop version. The cost was less than anticipated, at \$349.00.
- ➤ Abstract Report- August, 2022 expenses-A motion was made by D. Frank seconded by R. Shayler, to approve the August, 2022 Abstract Report, by a vote of 5-0, with no questions, discussion or opposition.
  - **Banking & Financial Summary**-August, 2022-A motion was made by D. Frank, seconded by J. Ricci, to approve the Banking and Financial Summary for August, 2022, by a vote of 5-0. There were no questions, discussion or opposition

grid. I have talked to a National Grid official and he said, it is true and it takes a long time depending on their infrastructure. So, when does the PILOT start?

- C. Clark: It starts with the host community and begins when the construction is finished.
- J. Ricci: I have also heard the project at the old golf course is not up and running?
- **C.** Clark: I have talked with the developer and he is very positive that is has been operational.
- Microenterprise Grant -C. Clark: We are doing our close out meeting with CBDG, which is New York State, next Tuesday. Once we get that finalized and closed out, we should be able to apply for another grant.
- Status small business grant CBDG CARES act program-C. Clark: This has been signed off by the County. We are awaiting some proposals to do management and the cost of administration fees. Once we get those, we should be ready to go. We are hoping they will be local.

### **NEW BUSINESS-None**

### **EXECUTIVE SESSION**

A 11:19 am, a motion was made by J. Ricci, seconded by D. Frank, to enter into Executive Session to discuss a contractual/legal issue. All members were in favor, by a vote of 5-0.

At 11:59 am, a motion was made by R. Shayler and, seconded by J. Ricci to resume the IDA Board meeting. All members were in favor, by a vote of 5-0.

### GOOD TO THE ORDER

R. Ewell: I will be contacting some people for the nominating committee, in the future.

### **CALENDAR**

Next Meeting: October 13, 2022 @ 10:00 A.M. The Crossroads Commerce Center, Belmont, NY

### ADJOURNMENT

With no further business, at 12:03 pm, a motion to adjourn was made by D. Frank, seconded by J. Ricci, to close the meeting.

Respectfully submitted,
Pamela Common, Recording Secretary

10/19/2022 Balance	49,555.58 352,022.27	401,577.85	-175,234.79	-402,855.74	-578,090.53	-176,512.68
Account	Bank Accounts Community Checking IDA First Citizens-IDA	TOTAL Bank Accounts	Liability Accounts Crossroads Mortgage	OFA Mortgage	TOTAL Liability Accounts	OVERALL TOTAL

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10/19/2022 Balance		114,276.42	114,276.42	114,276.42
Account	Bank Accounts	CRC (Capital Resource Corp)	TOTAL Bank Accounts	OVERALL TOTAL

# 2022-Oct IDA Banking Summary 1/1/2022 through 10/19/2022

1/1/2022-10/19/2022

Category

### INCOME

ACIDA Interim fee	5,000.00
Crossroads-Income	
Conference Room Fees	2,525.00
Crossroads Refunds	90.93
Rental Income	
AC Area Foundation	5,250.00
AC DEV-PLN-TOURISM	27,960.00
AC EMS-EMT's	36,060.00
Audio Care	4,500.00
Venture Forthe	4,000.00
TOTAL Rental Income	77,770.00
TOTAL Crossroads-Income	80,385.93
IDA Income	
ACIDA Admin Fee	85,267.39
Microenterprise Grant Award	38,147.24
Park N Ride Parking Lot	10.00
PILOT Application fee payment	3,000.00
Project Waiver Fee	5,000.00
Refunds	9,461.91
Rental Income - PM Research Building	50,000.00
TOTAL IDA Income	190,886.54
IDA PILOT Fees	1,000.00
OFA - Income	
Rental Income	
Allegany County	87,000.00
TOTAL Rental Income	87,000.00
TOTAL OFA - Income	87,000.00
TOTAL INCOME	364,272.47

### **EXPENSES**

110.00 78,722.14 1,215.87 Water Line Contractor Fees Waterline Fees Utilities-Electric ACUC - Expense Professional fees- Permits

## 2022-Oct IDA Banking Summary 1/1/2022 through 10/19/2022

1/1/2022- 10/19/2022	2.348.00	5,312.57	7,660.57		3,269.20	3,269.20	228.00		525.00	525.00	707.50		15,621.68	96,920.00	84,374.45	220.00	197,136.13		33.74	496.62	530.36	252,019.24		243.00	6,762.18	1,562.75	8,324.93		1,824.36	1,824.36		17,259.23	17,259.23	4,150.00	29.97	1,561.03
Category	Insurance Directors & Officers	Truck Stop; Parking Lot; Friendship	TOTAL Insurance	Interest Expense	Equity Loan #6	TOTAL Interest Expense	Internet	Maintenance	Belmont School Parking Lot	TOTAL Maintenance	Office Supplies	Professional fees	Accounting	Consulting	Legal	Permits	TOTAL Professional fees	Тах	County & Town Taxes	Fire Protection Tax	TOTAL Tax	TOTAL IDA-Expense	OFA - Expense	Annual Inspection	Cleaning	Supplies	TOTAL Cleaning	Insurance	Property	TOTAL Insurance	interest	mortgage	TOTAL interest	Maintenance	Driveway	Other

## Community Checking IDA

Community Checking IDA 10/7/2022				Page 1
Num	Transaction	Payment C	Deposit	Balance
DEP	Stone Audiology memo: Lease Sept 2022-ck#5687 cat: Crossroads-Income:Rental Income:Audio Care		450.00	86,117.96
DEP	Venture Forthe memo: Lease: Sept 2022 ck#112910 cat: Crossroads-Income:Rental Income:Venture Forthe		400.00	86,517.96
EFT	RG&E memo: Acct#2002-2506-867() Crossrds Electric cat;: Crossroads-Expense:Utiliies:Electric			86,517.96
EFT	Community Bank #3 memo: OFA/VETS Mtg #1012104218 Sept'22-due 09-21-2022 SPL T	5,070.04		81,447.92
	OFA - Expense:interest:mortgage interest 7/22 [OFA Mortgage]	1,705.35 3,364.69		
EFT	Piliopal 7727 RG&E memo: Acct# 2002/( )Waterline Electric cat: ACUC - Expense:Waterline Fees:Utilities-Electric	24.88		81,423.04
EFT	Community Bank #3 memo: OFA/VETS Mtg #1012104218 Sept'22-due 09-21-2022 SPLIT	5,070.03		76,353.01
	OFA - Expense:interest:mortgage interest 8/22 [OFA Mortgage]	1,705.34		
ΕFΤ	principal 8/22 Community Bank #1 memo: Crossroads Mortgage-Acct #9300005901 Oct '22 SPLIT	3,123.51		73,229.50
	Crossroads-Expense:Interest Expense:Mortgage Interest Aug '22 [Crossroads Mortgage]	742.80 2,380.71		
EFT	Community Bank #1 memo: Crossroads Mortgage-Acct #9300005901 Sept '22 SPLIT	3,123.51		70,105.99
	Crossroads-Expense:Interest Expense:Mortgage Interest Aug '22 [Crossroads Mortgage] Principal Aug '22	2,318.97		

### **AGREEMENT**

Made as of the 26th day of September, 2022 by and between **ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit agency organized and existing under the laws of the State of New York with offices at Crossroads Center, 6087 State Route 19N, Suite 100, Belmont, New York 14813 (hereinafter "ACIDA) and **H. SICHERMAN & COMPANY**, **INC.**, a New York corporation with offices at 160 Washburn Street, Suite 200, P.O. Box 473, Lockport, New York 14095 (hereinafter "Contractor")

### WITNESSETH:

WHEREAS, ACIDA issued a Request for Proposals dated August 2022 for the provision of general services to assist in the planning, administration, management, and implementation of economic and community development strategies and activities, including those funded with Community Development Block Grant ("CDBG") funding awarded through the New York State Office of Community Renewal ("OCR"); and

WHEREAS, Contractor has provided to ACIDA a proposal dated September 7, 2022 that offers to provide technical assistance and services in connection with the planning, administration, management and implementation of economic and community development strategies and activities (the "Proposal"), such Proposal being attached hereto as Exhibit A; and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of general services by Contractor to ACIDA in connection with the planning, administration, management and implementation of ACIDA's economic and community development strategies and activities, consistent with the Proposal.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### **SCOPE OF SERVICES**

At the direction of the ACIDA, Contractor will provide services to the ACIDA in connection with the administration and implementation of OCR grants and CDBG funding and the provision of general services, including, but not limited to:

### **OCR Grants and CDBG Funding**

Technical assistance necessary for the administration of CDBG projects including, but not limited to assisting the ACIDA in the establishment and maintenance of books of account, developing and implementing management systems to provide appropriate recordkeeping, assistance in the procurement, selection, and award of contracts as necessary, preparation of required environmental review records, assurance of consistency with all Federal requirements regarding procurement, labor standards, fair housing, etc., preparation of required reports, oversight of audit activities, preparation for and attendance at OCR on-site monitoring, preparation of grant closeout materials, and all other activities of an administrative nature.

pursuant to this agreement, ACIDA shall pay to Contractor a late fee equal to one percent (.01) per month of the overdue amount.

### **MISCELLANEOUS**

- ACIDA and any of its duly authorized representatives shall have access to any books, papers, documents, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- Contractor shall retain all required records that are directly pertinent to this Agreement for four years after ACIDA has made final payment under this Agreement and all other pending matters are closed.
- 3. Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of ACIDA or its agents, and that neither Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of ACIDA.
- 4. Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by ACIDA, and that Contractor shall be solely responsible for maintaining such coverage to the extent required by law.
- 5. To the extent Contractor undertakes the performance of experimental, developmental, or research work pursuant to this Agreement, the Federal Government and the recipient of any OCR CDBG grant, shall have patent rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the United States Department of Housing and Urban Development.
- 6. The parties to this Agreement shall be bound by, and comply with, all applicable Federal, State, and local laws and regulations, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.
- 7. Contractor hereby indemnifies the Housing Trust Fund Corporation, its agents, and its employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of any services provided by Contractor pursuant to this Agreement that are being funded in whole or in part with New York State CDBG funds.
- 8. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless "ACIDA, its employees, officers, directors and agents, against claims arising from work relative to this agreement. Contractor shall name ACIDA as Additional Insured on a primary basis with waiver of subrogation on Contractor's General and Professional Liability policies as well as the Contractor's Auto Liability policies. Contractor shall provide proof of these insurance coverages and their Workers Compensation coverage to ACIDA prior to commencing work for ACIDA.

AGREED TO:
ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
By: Craig Clark, P.E., Ph.D., Executive Director
H. SICHERMAN & COMPANY, INC.
By: R. Charles Bell, President

### **AGREEMENT**

Made as of the 26th day of September, 2022 by and between **ALLEGANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit agency organized and existing under the laws of the State of New York with offices at Crossroads Center, 6087 State Route 19N, Suite 100, Belmont, New York 14813 (hereinafter "ACIDA) and **H. SICHERMAN & COMPANY, INC.**, a New York corporation with offices at 160 Washburn Street, Suite 200, P.O. Box 473, Lockport, New York 14095 (hereinafter "Contractor")

### WITNESSETH:

WHEREAS, ACIDA issued a Request for Proposals dated August 2022 for the provision of services to assist in the administration, management, and implementation of CDBG CARES funding awarded to Allegany County by the New York State Office of Community Renewal (OCR) as grant number 20CVSB70-22 for the implementation of a Small Business Assistance Program (the "CDBG CARES Act Program"); and

WHEREAS, Contractor has provided to ACIDA a proposal dated September 7, 2022 that offers to provide technical assistance and services in connection with the administration and implementation of CDBG CARES Act programming (the "Proposal"), such Proposal being attached hereto as Exhibit A; and

WHEREAS, the parties hereto are desirous of entering into an agreement for the provision of services by Contractor to ACIDA in connection with the administration and implementation of ACIDA's CDBG CARES Act Program, consistent with the Proposal.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

### **SCOPE OF SERVICES**

At the direction of the ACIDA, Contractor will provide services to the ACIDA in connection with the administration and implementation of ACIDA's CDBG CARES Act Program within the categories of grant administration and program delivery, including, but not limited to:

### **Grant Administration**

- Assistance in the establishment of books of account
- Development and implementation of management systems to provide appropriate recordkeeping
- Development of written program guidelines that address eligibility, program standards, application processing, approvals, closings and disbursements, and post-approval monitoring
- Assistance in procurement and selection and award of contracts
- Assurance of consistency with Federal requirements regarding procurement, labor standards, fair housing, and job creation
- Completion of project federal (NEPA) environmental reviews

5. Requisitions for payment shall be presented to ACIDA by Contractor in a standard invoice format and shall include a reasonable description of labor charges and expenses, including copies of receipts where appropriate. Payment shall be made by ACIDA within sixty (60) days of receipt of such requisition. For any delinquent payments due Contractor pursuant to this agreement, ACIDA shall pay to Contractor a late fee equal to one percent (.01) per month of the overdue amount.

### **MISCELLANEOUS**

- 1. ACIDA and any of its duly authorized representatives shall have access to any books, papers, documents, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- Contractor shall retain all required records that are directly pertinent to this Agreement for four years after ACIDA has made final payment under this Agreement and all other pending matters are closed.
- 3. Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of ACIDA or its agents, and that neither Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of ACIDA.
- 4. Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by ACIDA, and that Contractor shall be solely responsible for maintaining such coverage to the extent required by law.
- 5. To the extent Contractor undertakes the performance of experimental, developmental, or research work pursuant to this Agreement, the Federal Government and the recipient of any OCR CDBG grant, shall have patent rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the United States Department of Housing and Urban Development.
- 6. The parties to this Agreement shall be bound by, and comply with, all applicable Federal, State, and local laws and regulations, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.
- 7. Contractor hereby indemnifies the Housing Trust Fund Corporation, its agents, and its employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of any services provided by Contractor pursuant to this Agreement that are being funded in whole or in part with New York State CDBG funds.
- 8. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless ACIDA, its employees, officers, directors and agents, against claims arising from work relative to this agreement. Contractor shall name ACIDA as Additional Insured on a

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