

**Montgomery County Industrial Development Agency Meeting
October 14, 2021
Meeting Minutes**

MEMBERS PRESENT:

Matthew Beck, Chair
Carol Shineman, Vice-Chair
Mark Kowalczyk, Member
Laurie Weingart, Secretary (via Zoom)
Amanda Auricchio, Esq., Member (via Zoom)

STAFF MEMBERS PRESENT:

Kenneth F. Rose, Chief Executive Officer
Sheila Snell, Chief Financial Officer
Vincenzo Nicosia, Economic Dev. Specialist
Andrew Santillo, Staff Assistant

ABSENT:

Cheryl Reese, Member

OTHERS PRESENT:

I. Call to Order

The meeting was called to order by Chairman Beck at 4:34 p.m.

II. Minutes

A motion was made by Carol Shineman, seconded by Mark Kowalczyk, to approve the meeting minutes from the IDA regular meeting of September 9, 2021. All members present were in favor.

III. Communications

There were no communications.

IV. Public Comments

There was no public comment.

V. Chair's Report

Chairman Beck reports that Robert Harris has resigned from the board. Chairman Beck thanks Bob for everything he has done for the board. He has given a lot to the Agency, done a great job and has been a great addition to the board. He also has an unmatched attention for details. The Agency will miss Bob and we will be looking for a replacement.

VI. Director's Report

There was no Director's Report.

VII. Financial Report

A. Financial Report

Ms. Sheila Snell said that the financial report is included in the Agency board members' packets. She lets the Agency board members know that we received the annual Beech-Nut PILOT payment and checks have been dispersed to municipalities. A motion was made by Mark Kowalczyk, seconded by Carol Shineman, to approve the transaction report for September. All members present were in favor.

B. Revolving Loan Fund

Ms. Sheila Snell said that the Revolving Loan Fund is included in the Agency board members' packets.

VIII. Marketing Report

Mr. Vincenzo Nicosia said we are continuing with our marketing on social media and through email blasts. The most recent Small Business of the Month has a video component that went out. The feedback has been really positive for this initiative. We are also working on some other things to better market the county.

IX. Unfinished Business

There was no Unfinished Business.

X. New Business

A. MCIDA 2022 Budget

Chairman Beck states that this proposed 2022 MCIDA Budget came to the full Agency with a positive recommendation from Governance Committee. Ms. Sheila Snell provided an overview for those who weren't at the committee meeting.

A motion was made by Carol Shineman, seconded by Mark Kowalczyk, to adopt the proposed 2022 MCIDA Budget. All members present voted in favor.

B. National Grid Grant

Mr. Ken Rose said that this resolution is to accept the National Grid grant that has been awarded. This is being put towards the Montgomery County Attraction Blueprint initiative. This is a reimbursable grant, so we would receive the grant funding, upon completion of the project.

The following resolution was offered by Mark Kowalczyk, seconded by Carol Shineman, to wit:

RESOLUTION APPROVING GRANT AGREEMENT MARKETING-NATIONAL
GRID (MONTGOMERY COUNTY ATTRACTION BLUEPRINT)

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

Matthew Beck	VOTING	YES
Carol Shineman	VOTING	YES
Amanda J. Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Laurie Weingart	VOTING	YES
Cheryl Reese	VOTING	ABSENT

The foregoing Resolution No. 21-16 was thereupon declared duly adopted.

IX. Adjournment

A motion was made by Carol Shineman, seconded by Laurie Weingart, to adjourn the meeting at 4:46 p.m. All members present were in favor.

Respectfully submitted,

Andrew Santillo
Economic Development Staff Assistant
Attachments: Resolution No. 21-16

**RESOLUTION APPROVING GRANT AGREEMENT MARKETING-NATIONAL GRID
(MONTGOMERY COUNTY ATTRACTION BLUEPRINT)**

A regular meeting of Montgomery County Industrial Development Agency (the "Agency") was convened in public session at the offices of the Agency located at the Old County Courthouse, 9 Park Street, Fonda, New York on October 14, 2021, at 4:30 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chair and, upon roll being called, the following members of the Agency were:

PRESENT:

Matthew Beck	Chair
Carol Shineman	Vice Chair
Laurie Weingart	Secretary
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member

ABSENT:

Cheryl Reese	Member
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THE FOLLOWING PERSONS WERE ALSO PRESENT:

Kenneth Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Vincenzo Nicosia	Ec. Dev. Specialist
Andy Santillo	Staff Assistant

The following resolution was offered by Mark Kowalczyk, seconded by Carol Shineman, to wit:

Resolution No. 21-16

**RESOLUTION AUTHORIZING THE MONTGOMERY COUNTY INDUSTRIAL
DEVELOPMENT AGENCY TO EXECUTE AND DELIVER A CERTAIN PROJECT
FUNDING AGREEMENT-NATIONAL GRID**

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 666 of the 1970 Laws of New York, as amended, constituting Section 895-d of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research,

recreation and civic facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Agency applied to National Grid through its Strategic Economic Development Outreach Program for a grant to help offset costs associated with the Agency's Regional Business Attraction Blueprint Project; and

WHEREAS, the Agency was awarded a grant of up to \$50,000 through this Program and National Grid prepared a Project Funding Agreement to be executed which is attached hereto as Schedule A;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) Entering into the Project Funding Agreement with National Grid will promote and maintain the job opportunities, general prosperity and economic welfare of the citizens of Montgomery County, New York and the State of New York and improve their standard of living.

Section 2. In consequence of the foregoing, the Agency hereby determines to execute and deliver the Project Funding Agreement (in a form approved by Agency Counsel).

Section 3. Any action heretofore taken by the Agency, its officers or its staff in carrying out the matters contemplated by this Resolution is hereby ratified, confirmed and approved.

Section 4. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of this Resolution, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolution.

Section 5. This Resolution shall take effect immediately.

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

Matthew Beck	VOTING	YES
Carol Shineman	VOTING	YES
Laurie Weingart	VOTING	YES

Amanda Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Cheryl Reese	VOTING	ABSENT

The foregoing Resolution No. 21-16 was thereupon declared duly adopted.

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

I, the undersigned (Assistant) Secretary of Montgomery County Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on October 14, 2021 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 14th day of October 2021.

(Assistant) Secretary

(S E A L)

Schedule A

September 15, 2021

Kenneth Rose
Chief Executive Officer
Montgomery County Industrial Development Agency
P.O. Box 1500
9 Park Street
Fonda, NY 12068

Dear Kenneth Rose:

Congratulations! Montgomery County Industrial Development Agency's application for a grant from National Grid's Strategic Economic Development Outreach Program has been approved for your Regional Business Attraction Blueprint Project.

You have been awarded a grant of up to \$50,000. This program requires you to match these funds 1:1 with funding from sources other than National Grid. As indicated in the program application, grant funding is only released to you upon the successful completion of the project, as verified by National Grid. Web sites, advertisements, or collateral material being produced by the project should include the following acknowledgment: 'The creation of this (brochure, ad, web site, etc) was assisted with a grant from National Grid, through the NYS Public Service Commission approved Economic Development Plan'.

National Grid's Economic Development Grant programs are available to customers as part of a current regulatory agreement with the New York State Public Service Commission (PSC). Under no circumstances will funding be released by National Grid without continued authorization to do so by the PSC.

Enclosed is a Project Funding Agreement. Please sign and return to: Lynne.Hickman@nationalgrid.com

It is important that you return the signed agreement. We will return a fully-executed agreement to you for your file.

Upon completion of your project and to request payment you will need to do the following:

Log back into your account at www.ShovelReady.com and go to the Project Completion section:

- a. Fill out and upload the Certification of Project Completion Form and the Payment Requisition; and
- b. Upload all paid invoices and a brief final report describing what was done to achieve the goals outlined in your application.

We will be contacting you to insure compliance with the program, which may include one or more site visits. If you have questions or need more information regarding your grant, please contact Joe Russo at (315) 428-6798.

Also, please contact us prior to issuing any press release or arranging for a news conference concerning this grant.

Again, congratulations on behalf of all of us at National Grid. We look forward to working with you.

Sincerely,



Arthur W. Hamlin
Manager, Economic Development

xc: Joe Russo



ECONOMIC DEVELOPMENT PROGRAM

PUBLIC CUSTOMER AGREEMENT

BETWEEN

**NIAGARA MOHAWK POWER CORPORATION
d/b/a NATIONAL GRID**

AND

***MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY
P.O. Box 1500
9 Park Street
Fonda, NY 12068***

Application Number: 5980

**300 Erie Boulevard West
Syracuse, New York 13202**

**ECONOMIC DEVELOPMENT PROGRAM
PUBLIC CUSTOMER/DEVELOPER AGREEMENT**

1. DEFINITIONS.

"Agreement" means this document and the Approved Online Application.

"Award Letter" means the letter that informs the Grantee that they have received approval of an Economic Development grant and the amount of that grant.

"Developer" means the entity receiving project funding under this Agreement.

"Project" means the activity described in the Approved Application.

"Program" means the NM Economic Development Program that is providing funding for the Project.

"Company" means Niagara Mohawk Power Corporation, d/b/a National Grid, or its successor or assign.

2. SCHEDULE. The Developer shall complete its Project by the dates set forth in the Approved Application, unless the Project is delayed by occurrences beyond the reasonable control of the Developer. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.

3. COMPENSATION. The Project may be funded, in whole or in part, by Company. The Developer shall be responsible for all sums necessary to complete the Project not provided Company. The grant award shall be described in the Agreement and the Award Letter. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.

4. PAYMENT. The Developer will advise Company of its completion of the Project. Company will conduct a site visit, inspect the work, determine its completion, and verify its compliance with Program requirements. If Company confirms that the Project has been completed and is in compliance with Program requirements, the parties will execute a Certificate of Project Completion and the Developer will submit a Payment Requisition form. Company will remit a check to the Developer in the amount of the Program grant stipulated in the Award Letter.

- Under certain conditions Customers in the following programs may be eligible for Progress Payments: Strategic Economic Development, Industrial Building Redevelopment, Capital Investment Incentive, Brownfield Redevelopment, 25 Cycle Investment Incentive, Energy Efficiency in Empire Zones and Dairy Industry Productivity. The Customer must

request a Progress Payment in writing on their letterhead prior to submittal of the attached Certificate of Progress Payment. Included in the request must be justification for the Progress Payment, all invoices and evidence that corresponding matching funds have been expended. Progress Payment requests are subject to approval by the Vice President Economic Development and the Sr. Vice President Business Services & Economic Development.

5. DEVELOPER REQUIREMENTS.

- The Developer agrees to conduct the Project in accordance with the Approved Application and Program requirements. If the Developer fails to do so, Company may require Developer to return all funding received.
- The Developer will cooperate fully with Company, and provide full information regarding its business and costs to the extent necessary to enable Company to evaluate the Project or determine whether Program funds should be remitted to the Developer. This cooperation shall include the Developer's designation of a representative with whom Company can interact on all matters related to this Agreement and whose decisions are binding on the Developer. If Developer provides false, inaccurate, misleading or otherwise deceptive information, Company may require Developer to return all funding received.
- The Developer will be required to complete a survey upon receipt of funding. Our regulatory requirements prohibit us from continuing to fund recipients who fail to fulfill reporting requirements.
- The Developer agrees to give credit to Company on any collateral materials produced as a result of funding received through the Program.

6. CHANGES. The Developer may request changes or amendments to the Agreement. Any such changes must be in a writing signed by the Developer and Company.

7. LIMITATION OF NM LIABILITY. NM MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PROJECT.

To the fullest extent allowed by law, Company is exempt from any and all liability to the Developer for any damage, injuries, or losses of any nature, whether direct or indirect, special, consequential, incidental or otherwise, including, but not limited to, those arising out of, resulting from, or related to this Agreement and/or any Company actions pursuant or related to this Agreement or to the Program. The Developer releases Company, its directors, officers, employees, agents, successors and assigns, from any and all liabilities to the Developer.

8. TERMINATION. Any party to this Agreement may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. Company may terminate the Agreement at any time for any nonconformance with a material term of this Agreement. Company may terminate the Agreement at any time for legislative, court or regulatory changes effecting its rates, tariffs or Economic Development Programs. In the event of any termination, no amount shall be paid or payable by Company for the Developer's termination

costs, including, but not limited to, costs associated with the transfer or termination of personnel or other contracts.

9. **ASSIGNMENT AND SUBCONTRACTING.** The Developer shall neither assign this Agreement, nor subcontract any portion of the work, nor assign any moneys payable under this Agreement, without first obtaining the written consent of Company. Company may reject any assignee, delegatee or other transferee, or any subcontractor, within its absolute discretion, that it considers unable or unsuitable to perform activities under this Agreement. Any Company – authorized assignment or subcontracting of this Agreement shall not relieve the Developer of the responsibility for full compliance with the requirements of this Agreement. The requirements of this Agreement shall be included in any subcontracts placed by the Developer.
10. **THIRD-PARTY BENEFICIARY.** The parties have no intent, and do not create any third-party rights or interest in this Agreement or in the Project.
11. **NOTICES.** Each party shall designate the name and address of that party's representative. Any legal or contractual notices required to be sent to either party shall be deemed duly sent when mailed to the intended party's designated representative by means of certified or registered mail, return receipt requested.
12. **WAIVER.** No term of this Agreement may be waived except in a writing signed by the parties.
13. **LAWS.** This Agreement shall be interpreted and enforced according to the laws of the State of New York, exclusive of those laws determined by application of New York's choice of law principles. All parties hereby consent to personal jurisdiction and venue in the courts in the State of New York.
14. **SEVERABILITY.** To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.
15. **INTEGRATION AND MERGER.** The parties agree that there are no understandings, agreements, or representations, expressed or implied, other than those expressed herein. This Agreement supersedes and merges all prior discussions and understandings, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement, and agree to be bound by the same, and represent that their signatories have complete authority to sign and accept this Agreement.

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Project #5980

By: *Kenneth T. Rose*

Title: Director

Date: September 17, 2021

NIAGARA MOHAWK POWER CORPORATION, D/B/A NATIONAL GRID

By: *Arthur W. Hamlin*
Arthur W. Hamlin

Title: Manager, Economic Development

Date: September 20, 2021