

### **Meeting Notice**

TO: Agency Members

FROM: Kenneth F. Rose, Chief Executive Officer

DATE: October 5, 2020

### RE: MCIDA and MCCRC Monthly Meeting

The regular meeting of the Montgomery County Industrial Development Agency and Montgomery County Capital Resource Corporation is scheduled for <u>Thursday</u>, <u>October 8, 2020 at 4:30 p.m.</u> at the Old County Courthouse, 9 Park Street, Fonda, NY. Please note that there will be a Governance Committee for both the MCIDA and MCCRC starting at 4:00 p.m.

Please call Vincenzo at 853-8334 between 8:30 a.m. and 4:00 p.m. if you have any question

cc: A. Joseph Scott, III, Esq. Montgomery Co. Legislature AIDA Members DPW The Recorder The Leader Herald Daily Gazette

### Montgomery County Industrial Development Agency Meeting Agenda October 8, 2020

- I. Call to Order
  II. Minutes

  A. Regular Meeting-August 13, 2020
- III. Communications
- IV. Public Comments
- V. Chair's Report
- VI. Director's Report

### VII. Financial Report

- A. IDA Financial Report
- B. Revolving Loan Fund
  - i. Semi Annual RLF Report
- VIII. Marketing Update
- IX. Unfinished Business

### X. New Business

- A. 2021 MCIDA Budget-Action Item
- B. Florida Business Park North Engineering-Action Item
- C. Florida Business Park North Plowing Contract-Action Item
- D. Glen Canal View Business Park-Action Item
- XI. Adjournment

### Montgomery County Industrial Development Agency Meeting Meeting Minutes August 13, 2020 (via Zoom)

### **MEMBERS PRESENT:**

Matthew Beck, Chairman Robert Harris, Treasurer Mark Kowalczyk, Member Amanda Auricchio, Esq., Member Cheryl Reese, Member

### **STAFF MEMBERS PRESENT:**

Kenneth F. Rose, Chief Executive Officer Sheila Snell, Chief Financial Officer Andrew Santillo, Staff Assistant Vincenzo Nicosia, Economic Dev. Specialist A. Joseph Scott, Esq., Agency Counsel

### **ABSENT:**

Carol Shineman, Vice-Chair Laurie Weingart, Secretary **OTHERS PRESENT:** Legislator Robert Purtell (District 9)

### I. Call to Order

\*\*Each of the members present participated in the meeting telephonically and/or via Zoon Conferencing pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public in-person access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

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

### II. Minutes

A motion was made by Mark Kowalczyk, seconded by Cheryl Reese, to approve the minutes from the IDA regular meeting of June 11, 2020. All members present were in favor.

### **III.** Communications

There was no communications.

### **IV.** Public Comments

There was no public comment.

### V. Chair's Report

There was no Chair's Report.

### VI. Director's Report

Mr. Ken Rose updated the board on the childcare feasibility study. A survey has been created and developed which will be going out early next week to businesses and their employees. From there, staff will be reaching out to seven or eight businesses to sit down and meet to further discuss those potential needs. Camoin Associates, out of Saratoga, has been hired to do the study and the project is moving along well.

### VII. Financial Report

### A. IDA Financial Report

Ms. Sheila Snell reported that the financials are included in the board members' packets for review.

### **B.** Revolving Loan Fund

Ms. Snell reported that the revolving loan report, as of July 31, is included in the packet for review.

### VIII. Marketing Report

Mr. Vincenzo Nicosia reported that the department is continuing to push the Buy It In Montgomery campaign that was unveiled over the summer. A first draft of the campaign's website has been developed by Empire Solutions and staff sent them other items to help enhance the site and cultivate it for publishing. There are 45 businesses pre-signed up for the website and we are receiving more each week, and that should pick up even more, once the site goes live.

Mr. Ken Rose said that the campaign's window decals have been going out. Staff has gone out and started populating storefronts across the county with the decals to help spread the message and information about the campaign.

### IX. Unfinished Business

There was no unfinished business.

### X. New Business

### A. Florida Park Extension Sewer Lateral

Mr. Rose stated that this resolution before the board is to award the contract for the a forced sanitary lateral work on IDA property in the Florida Business Park Extension. Vida Blend will be the first tenant on the northside to access that new lateral. Everything was done in accordance with the procurement policy, some of the companies reached out to couldn't meet the timeline, but five official quotes were received. This work will allow Vida Blend to hook up and hopefully they can start operations at their new site in October or November.

The following resolution was offered by Robert Harris, seconded by Mark Kowalczyk, to wit:

### RESOLUTION AWARDING CONTRACT-FORCE MAIN INSTALLATION FLORIDA BUSINESS PARK EXTENSION

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

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

The foregoing Resolution No. 20-09 was thereupon declared duly adopted.

### B. Cell Tower Lease-Florida Business Park

Back in 1996, when the IDA was looking to develop the original property for the Florida Business Park, the landowner had an agreement with a cellular company to lease land for a cell tower on the property. The agreement with the IDA and the landowner allowed him to retain the revenue associated with that lease in place, which expires in June 2021. The company approached the IDA to see if the Board would entertain that lease continuing between the cell company, the owner of that piece of property and the IDA, with the revenue now coming to the IDA.

The following resolution was offered by Cheryl Reese, seconded by Amanda J. Auricchio, Esq., to wit:

### RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT TO THE CROWN CASTLE CELL TOWER LEASE

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	ABSENT
Robert Harris	VOTING	YES
Amanda J. Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Laurie Weingart	VOTING	ABSENT
Cheryl Reese	VOTING	YES

The foregoing Resolution No. 20-10 was thereupon declared duly adopted.

### IX. Adjournment

A motion was made by Mark Kowalczyk, seconded by Robert Harris, to adjourn the meeting at 4:57 p.m. All members present were in favor.

Respectfully submitted,

Andrew Santillo Economic Development Staff Assistant Attachments: Resolution No. 20-09, 20-10

### RESOLUTION AWARDING CONTRACT-FORCE MAIN INSTALLATION FLORIDA BUSINESS PARK EXTENSION

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 August 13, 2020 at 4:30 o'clock p.m., local time.

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

### PRESENT:

Matthew Beck	Chairman
Robert Harris	Treasurer
Amanda Auricchio, Esq.	Member
Mark Kowalczyk	Member
Cheryl Reese	Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public inperson access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

### ABSENT:

Carol Shineman	Vice Chair
Laurie Weingart	Secretary

### AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Vincenzo Nicosia	Economic Development Specialist
A. Joseph Scott, III, Esq.	Agency Counsel

The following resolution was offered by Robert Harris, seconded by Mark Kowalczyk, to wit:

### Resolution No. 20-09

### RESOLUTION AWARDING CONTRACT-FORCE MAIN INSTALLATION FLORIDA BUSINESS PARK EXTENSION

WHEREAS, Montgomery County Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 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 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 manufacturing 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, among the purposes of the Agency is encouraging economic opportunities and job creation in Montgomery County, New York; and

WHEREAS, the Agency is in the process of continuing to develop an industrial park in the Town of Florida; and

WHEREAS, as part of that development a force main needs to be installed on property owned by the Agency to the Vida Blend, Inc. property line, and

WHEREAS, the Agency has a procurement policy which requires the solicitation of three written quotations for said work; and

WHEREAS, the Agency received five quotations for said work; and

WHEREAS, Bellamy Construction was the lowest qualified firm to provide a quotation of \$14,500; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Agency on March 14, 2019 (the "SEQRA Resolution"), the Agency (A) acknowledged receipt of a determination by the Town of Florida Planning Board (the "Planning Board"), in which the Planning Board determined that the Project would not result in any significant adverse environmental impacts; and (B) determined that the Agency had no information to suggest that the Planning Board was incorrect in determining that the Project will result in no significant adverse impacts on the environment pursuant to the SEQRA and, therefore, that no environmental impact statement need be prepared with respect to the Project (as such quoted phrase is used in SEQRA); and

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

<u>Section 1</u>. 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 a contract with Bellamy Construction to conduct the aforementioned work associated with force main installation at a cost not to exceed \$14,500 as such project 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.

<u>Section 2</u>. In consequence of the foregoing, the Agency hereby determines to execute and deliver the contract (in a form approved by Agency Counsel).

<u>Section 3</u>. 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.

<u>Section 4</u>. 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	ABSENT
Laurie Weingart	VOTING	ABSENT
Robert Harris	VOTING	YES
Amanda Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Cheryl Reese	VOTING	YES

The foregoing resolution 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 annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on August 13, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as modified by subsequent Executive Orders, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, as modified by subsequent Executive Orders, 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 13th day of August, 2020.

(Assistant) Secretary

(SEAL)

### CROWN CASTLE CELL TOWER LEASE APPROVAL RESOLUTION

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 August 13, 2020 at 4:30 o'clock p.m., local time.

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

### PRESENT:

Chair
Treasurer
Member
Member
Member

Each of the members present participated in the meeting telephonically pursuant to Executive Order No. 202.1, as supplemented by subsequent Executive Orders, each as issued by New York State Governor Andrew M. Cuomo, suspending provisions of Article 7 of the Public Officers Law that require public inperson access to public meetings and authorizing board members to participate in said meetings by conference call or similar service.

### ABSENT:

Carol Shineman	Vice Chair
Laurie Weingart	Secretary

### AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth F. Rose	Chief Executive Officer
Sheila Snell	Chief Financial Officer
Andrew Santillo	Staff Assistant
Karl Gustafson, Jr.	Grant Assistant
Vincenzo Nicosia	Economic Development Specialist
A. Joseph Scott, III, Esq.	Agency Counsel

The following resolution was offered by Cheryl Reese, seconded by Amanda Auricchio, Esq., to wit:

### Resolution No. 20-10

### RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS WITH RESPECT TO THE CROWN CASTLE CELL TOWER LEASE.

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 manufacturing, warehousing, research, commercial and industrial 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, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more "projects" (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, the Agency and STC Five LLC ("STC Five") are parties to a cell tower lease agreement dated as of June 26, 1996, as amended by a lease amendment dated as of August 29, 1996 (collectively, the "Existing Lease Agreement"); and

WHEREAS, the Existing Lease Agreement provides for the lease by the Agency to STC Five of a certain parcel of land owned by the Agency in the Town of Florida, Montgomery County (the "Leased Land") for the purposes of siting a cell phone communications tower (the "Communications Facility"); and

WHEREAS, the Existing Lease is scheduled to expire, and the Agency and STC Five desire to enter into an amended and restated ground lease agreement (the "Amended Lease") to extend the term of the lease by the Agency to STC Five of the Leased Land and the continued operation of the Communications Facility (as copy of the proposed Amended Lease is attached as Exhibit A);

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

Section 1. Based upon an examination of the Amended Lease, the Agency hereby determines that the execution and delivery of the Amended Lease constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(20), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the execution and delivery of the Amended Lease.

<u>Section 2</u>. Subject to approval of the Amended Lease by counsel to the Agency, the Agency hereby determines to (A) approve the Amended Lease, (B) enter into the Amended Lease and (C) authorize the execution by the Agency of the Amended Lease.

Section 3. All action taken by the Chief Executive Officer of the Agency with respect to the Amended Lease is hereby ratified and confirmed.

<u>Section 4</u>. Subject to satisfaction of the conditions contained in Section 2 above, the Chair (or Vice Chair) of the Agency is hereby authorized to execute and deliver the Amended Lease, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chair (or Vice Chair) shall approve, the execution thereof by the Chair (or Vice Chair) to constitute conclusive evidence of such approval.

<u>Section 5</u>. 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 the Amended Lease, 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 MCIDA Res. No. 20-10

things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Amended Lease binding upon the Agency.

<u>Section 6</u>. 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	ABSENT
Laurie Weingart	VOTING	ABSENT
Robert Harris	VOTING	YES
Amanda Auricchio, Esq.	VOTING	YES
Mark Kowalczyk	VOTING	YES
Cheryl Reese	VOTING	YES

The foregoing resolution 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 annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on August 13, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law") except as modified by Executive Order 202.1, as modified by subsequent Executive Orders, said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present, either in-person or appearing telephonically in accordance with Executive Order 202.1, as modified by subsequent Executive Orders, 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 \_\_\_\_\_ day of August, 2020.

(Assistant) Secretary

(SEAL)

### EXHIBIT A

### AMENDED LEASE

1:51 PM

10/01/20 Cash Basis

### Montgomery County Industrial Development Agency Balance Sheet As of September 30, 2020

	Sep 30, 20
ASSETS	
Current Assets Checking/Savings 200 · Cash	
200.1 · NBT-General Fund	28,174.43
200.2 · NBT-MMDA	2,320,400.88
200.4 · NBT-USDA	90,544.72
200.7 · NBT Payroll	4,438.67
Total 200 · Cash	2,443,558.70
Total Checking/Savings	2,443,558.70
Other Current Assets	
255 · Accounts Receivable	1,500,000.00
480 · Prepaids	
480.2 · Prepaid Insurance	2,085.12
Total 480 · Prepaids	2,085.12
Total Other Current Assets	1,502,085.12
Total Current Assets	3,945,643.82
Other Assets	<b>_</b> ·
100.1 · GP-Land Adams Purchase	913,809.22
100.10 · Clark-Ld Dvip(TBK)-Phs II	6,047.50
100.20 · Land FP- Gage Parcel 100.23 · FP Land-Lot1 Parcel A	7,534.25
100.28 · FP Land Lot 1 Parcel AA	11,003.85 9,859.60
100.29 · FP Land New Account	-100.00
100.30 · FP Land Bushman Property	115,886.81
100.31 - FP Land Trnsfr-Twn Florida	9,282.93
100.32 · FP Land Transfer to NYSDOT	1.00
100.33 · FP Land Cell Tower	6,329.14
100.40 · FP Extension	900,844.82
100.50 · Land-Parking Lot	10.00
100.51 · Prkng Lot Lease Hid Imprv	97,530.23
100.52 · NBT-Parking Lot Accum Depr	-82,639.43
251 · Lease Receivable-NBT	138,702.76
Total Other Assets	2,134,102.68
TOTAL ASSETS	6,079,746.50
Liabilities Current Liabilities	
Other Current Liabilities	
615 · Deposits/Options	4,000.00
635 · Due to Montgomery Cty Misc	1,484,410.54
660 · Deferred Revenues	1,101,410.04
660.1 · Dfrrd int Revenue-NBT	26,887.98
Total 660 · Deferred Revenues	26,887.98
Total Other Current Liabilities	1,515,298.52
Total Current Liabilities	1,515,298.52
Long Term Liabilities	
630 · Due to Other Gov'ts	
630.1 · Due To MC3 Development	449,187.23
630.2 · Due To MC Parks	295,000.00
630.3 · Due To MC-Parks Res 108-97	900,000.00
630.4 · Due To MC-IAP Reimbursemnt	369,634.53
Total 630 · Due to Other Gov'ts	2,013,821.76
650 · USDA Clearing Account	
	7.68

1:51 PM

10/01/20 Cash Basis

### Montgomery County Industrial Development Agency **Balance Sheet** As of September 30, 2020

	Sep 30, 20
Total Long Term Liabilities	2,013,829.44
Total Liabilities	3,529,127.96
Equity 922 · Retained Earnings - USDA 920 · Opening Bal Equity 921 · Retained Earnings Net Income	83,418.86 1,611,682.78 967,529.62 -112,012.72
Total Equity	2,550,618.54
TOTAL LIABILITIES & EQUITY	6,079,746.50

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Montgomery County Industrial Development Agency Transactions by Account-General Fund As of September 30, 2020

10/01/20

Type	Date	Num	Name	Memo	ธ	Debit	Credit	Balance
200 - Cash								26,768.69
200.1 · NBT	200.1 · NBT-General Fund	~						26,768.69
Transfer	09/15/2020			Funds Transfer		25,000.00		51,768.69
Check	09/15/2020	8190	NYS Thruway Authority	Exit 29 Billboard- Annual Fee 202			100.00	51,668.69
Check	09/15/2020	8191	Bellamy Construction Co, Inc.	Town of Florida - Business Park			14,500.00	37,168.69
Check	09/15/2020	8192	Say It With Signs	Invoice #6464 - Plaque/Frame			57.20	37,111.49
Check	09/15/2020	8193	Empire Solutions Consulting	Marketing Consulting - Inv#2185			6,130.00	30,981.49
Check	09/15/2020	8194	Engines of Creation Web De	Invoice #3780 & 3750 -MCBDC			176.00	30,805.49
Check	09/15/2020	8195	Spectrum Business	Acct #202-912030701-001 Augus			231.06	30,574,43
Check	09/15/2020	8196	M & J's Lawn Care & Landsc	Glen Park Mowing and Landscap			2,400.00	28,174.43
General J	09/30/2020	MC5 Int		monthly service fee		0.00		28,174.43
Total 200.1	Total 200.1 · NBT-General Fund	Fund				25,000.00	23,594.26	28,174.43
Total 200 · Cash	£				,	25,000.00	23,594,26	28,174.43

TOTAL

28,174.43

23,594.26

25,000.00

Prepared by S Sneil

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10/01/20

### **Montgomery County Industrial Development Agency** Transactions by Account - MMDA Account As of September 30, 2020

Type	Date	Memo	ן פן	Split	Debit	Credit	Balance
200 - Cash 200.2 - NBT-MMDA							2,324,099.26 2.324,099.26
Deposit	09/02/2020			-SPLIT-	5,106,49		2.329.205.75
Deposit	09/11/2020	Deposit		620 · PILOTS Clearing Account	16,195.13		2,345,400,88
Transfer	09/15/2020			200.1 · NBT-General Fund		25,000.00	2,320,400.88
Total 200.2 · NBT-MMDA	MDA				21,301.62	25,000.00	2,320,400.88
Total 200 · Cash					21,301.62	25,000.00	2,320,400.88
rotal.					21,301.62	25,000.00	2,320,400.88

Prepared By: S Snell



### MONTGOMERY COUNTY NY

Made of Something Stronger

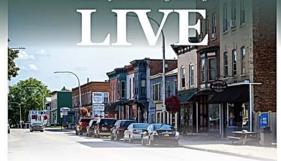


- Major market access and excellent transportation infrastructure
- M Easy access to NYC, Boston, Montreal, Philadelphia, Hartford
- (M 1+ million population base within 60 mi.
- M Major US and Canadian markets within a 5 hr drive
- Minutes from New York's Capital District & high tech hub including GlobalFoundries and Luther Forest **Technology Campus**



### MONTGOMERY COUNTY NY

BUSINESS DEVELOPMENT CENTER Made of Something Stronger



ontgomery County has vibrant communities Mripe for investment and the ideal setting to start a family. Montgomery affords residents stunning natural beauty, boundless outdoor recreation possibilities, fascinating history, and a low cost of living.

- M Classic downtowns and historic river towns are filled with family-owned businesses, shops and historic landmarks
- M Mohawk River and the historic Erie Canal offer extensive water-sports opportunities
- M Year-round recreational opportunities including biking, hiking, boating & thousands of miles of snowmobile trails
- summer league M Amsterdam Mohawks baseball games



Montgomery COUNTYWorks.com

MONTGOMERY COUNTY*Works*.com



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BUSINESS DEVELOPMENT CENTER Made of Something Stronger



Beech-Nut and Montgomery County go back over 100 years. When it can time for our facility to modernize, the Business Development Center was instrumental in finding us a new

location so that we could continue to operate in the region, and retain hundreds of jobs. Today, we have a state-of-the-art facility with a world-class workforce passionately committed to our mission "to cons the goodness of nature." - Erin Clemens, V.P. Human Resources ion "to conserve

"Target has operated a supply chain facility in Amsterdam, New York for more than 15 years. We're honored to be part of the Montgomery County business community, and appreciate the support of partners and community members who encourage local growth and development. Having this facility in Montgomery County has provided Target with the central location and excellent workforce we need to ensure our stores throughout the Northeast can



serve our guests." - Robert Frost, Senior Distribution Director

"Montgomery County's Business Development Center has been a strong ally as we service businesses with



essential supplies throughout NY State. The County is an excellent location for distribution throughout the state and the broader Northeast. The BDC's team understands our needs and works to ensure we continue to grow and prosper." - Jason Packer, CEO



"From the initial inception of Vida-Blend all the way to the construction of our new state-of-the-art facility the

Montgomery County and the Business Development Center have been a tremendous partner helping Vida-Blend's continuing growth and development. Thanks to the county's support for the business community, we are well positioned to successfully continue growing our company and creating jobs." - Freddy Luna, CEO

Coming from the NYC market, we chose to relocate our millwork shop to Amsterdam because of the low-cost investment opportunities it afforded us. The outcome has been

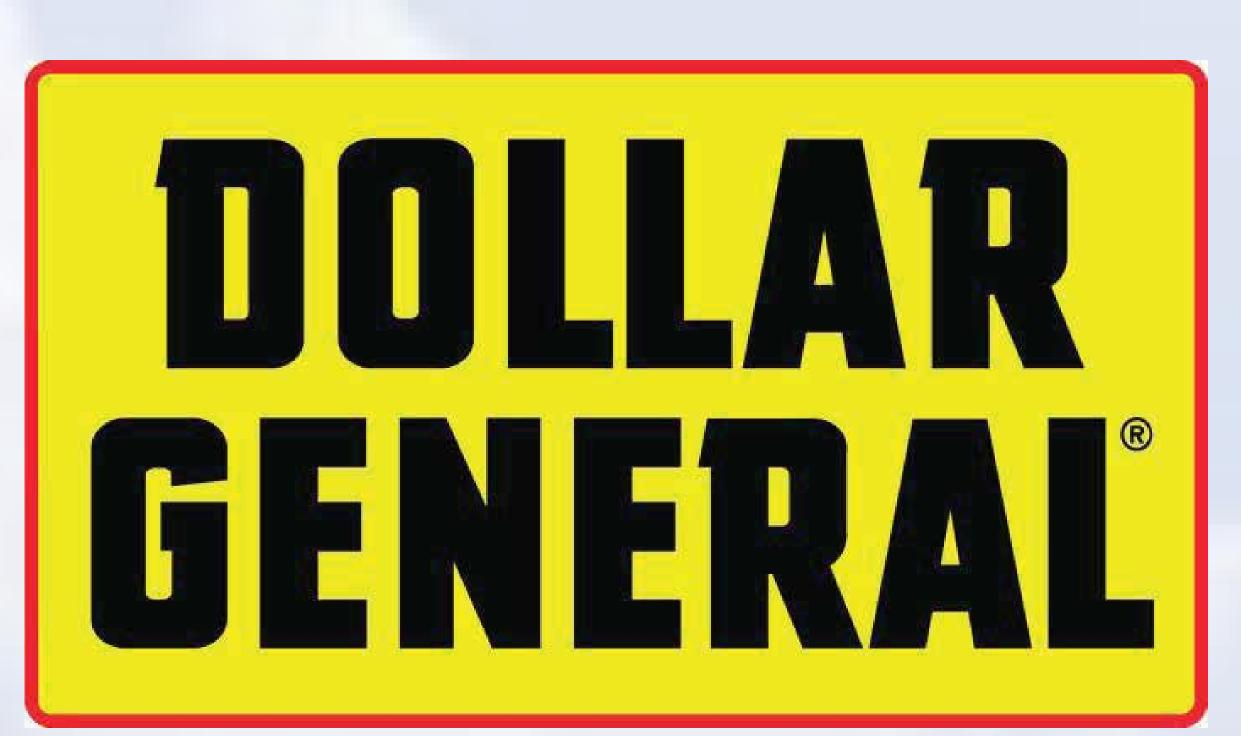


phenomenal. We were able to get four times the amount of space that we operated in downstate – allowing us to grow that side of the we operated in downstate – allowing us to grow that state of the company. Since then, we've continued to invest in the area, expanding our shop space, office and other facilities because of the pro-business environment, easy access to key markets and good quality of life for employees." - Lance Orcutt, Principal

MONTGOMERY COUNTYWorks.com



## **Trusted Brands Trust Montgomery County**





# $\begin{array}{l} \textbf{NONTGOMERY}\\ \textbf{COUNTY}\\ \textbf{NY} \end{array}$





















## **And Stickermule**



### Budget and Financial Plan 20221 Budgeted Revenues, Expenditures and changes in Current Net Assets Breakdown for IDA Board Members

REVENUE & FINANCIAL SOURCES		Last Year Actual 2019	Cu	Sep-20 rrent Year Actual 2020	А	dopted 2021	Pr	oposed 2022	Pr	oposed 2023	Pı	oposed 2024
Operating Revenues Reimbursement Revenue (CAP 86, Land Reimb, Income from Sale of Land) Charges for Services Total	\$ <b>\$</b>	8,977 <b>8,977</b>	\$	-	\$	-	\$ \$	-	\$ \$	-	\$ <b>\$</b>	-
	+	0,011	•		*		•		•		•	
Application Fee Revenue			\$	1,000	\$	2,000	\$	2,000	\$	2,000	\$	2,000
Agency Fees Revenue	\$	319,081	\$	12,581	\$	90,000	\$	90,000	\$	90,000	\$	90,000
Alpin Haus Lease Revenue					\$	-			\$	-		
Cell Tower Lease	•	10.111	•		\$	17,400	\$	34,800	\$	34,800	\$	34,800
NBT Lease Revenue	\$	12,411	\$	7,367	\$	8,956	\$	6,982	\$	4,822	\$	2,402
NBT Rental Revenue (parking lot) Option/Deposits Revenue	\$	9,000	\$	6,000	\$	9,000	\$	9,000	\$	9,000	\$	9,000
Option/Deposits Revenue												
Rental & Financing Income Total	\$	340,491	\$	26,947	\$	127,356	\$	142,782	\$	140,622	\$	138,202
Other Operating Revenues	\$	15,250	\$	-	\$	-	\$	-	\$	-	\$	-
Other Operating Revenues Total	\$	15,250	\$	-	\$	-	\$	-	\$	-	\$	-
Nonoperating Revenues												
Bank Interest General Fund	\$	85	\$	14	\$	50	\$	50	\$	50	\$	50
Bank Interest USDA			\$	82	\$	100	\$	100	\$	100	\$	100
Bank Interest MMDA	\$	14,101	\$	6,812	\$	15,000	\$	15,000	\$	15,000	\$	15,000
Investment Earnings Total	\$	14,186	\$	6,908	\$	15,150	\$	15,150	\$	15,150	\$	15,150
State Subsidies/grants	\$	1,500,000	\$	-	\$	-	\$	-	\$	-	\$	-
Federal Subsidies/grants			\$	-	\$	-	\$	-	\$	-	\$	-
Municipal Subsidies/grants EMIG Municipal Subsidies/grants NIMO	\$	400,374	\$ \$	-	\$ \$	-	\$ \$	-	\$ \$	-	\$ ¢	-
Public Authority Subsidies	Ψ	400,574	φ S	-	φ \$	-	φ \$	-	φ \$	-	φ \$	-
GrantsTotal	\$	1,900,374	\$	-	\$	-	\$	-	\$	-	\$	-
Other Nonoperating RevenuesTotal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Proceeds from the issuance of debt Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Revenues and Financing Sources	\$	2,279,278	\$	33,856	\$	142,506	\$	157,932	\$	155,772	\$	153,352

### EXPENDITURES

		2019		2020		2021		2022		2023		2024
Operating Expenditures	۴	20.000	۴	00.000	¢	40,000	¢	40,000	¢	40,000	۴	40.000
Salaries & Wages	\$ \$	30,000	\$ \$	29,923	\$	46,000	\$	46,000	\$	46,000	\$	46,000
Other employee Benefits	\$	4,465	Ф	3,359	\$	4,500	\$	4,500	\$	4,500	\$	4,500
County Administration Fees	\$	17,500			\$	17,500	\$	17,500	\$	17,500	\$	17,500
Audit Fees	\$	9,000	\$	9,000	\$	9,000	\$	9,000	\$	9,000	\$	9,000
Professional Fees	\$	2,060,169	\$	76,137	\$	20,000	\$	20,000	\$	20,000	\$	20,000
Abstract Fees					\$	-	\$	-	\$	-	\$	-
Appraisal Fees	\$	4,500			\$	3,000	\$	3,000	\$	3,000	\$	3,000
Legal Fees	\$	22,652			\$	6,500	\$	6,500	\$	6,500	\$	6,500
Engineering Fees	\$	76,239			\$	20,000	\$	20,000	\$	20,000	\$	20,000
Land Transactions	Ŧ				+	,	+		+		Ŧ	
Loss on Transfer of Land	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Loss on Impaired Assets	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Improvements for Land Acquisitions	Ψ		Ψ		Ψ		Ψ		Ψ		Ψ	
(Reimbursable expense)												
Professional services contracts Total	\$	2,224,525	\$	118,419	\$	126,500	\$	126,500	\$	126,500	\$	126,500
General Office Expense	\$	16,385	\$	7,435	\$	4,200	\$	4,200	\$	4,200	\$	4,200
Postage	Š	-	Š	-	\$	50	\$	50	\$	50	\$	50
Supplies & Materials Total	\$	16,385	\$	7,435	\$	4,250	\$	4,250	\$	4,250	\$	4,250
Mileage Reimbursement	\$	-	\$	-	\$	-	\$	-	\$	_	\$	-
Marketing Expense	š	54,373	š	-	Š	10,000	\$	10,000	\$	10,000	\$	10,000
Advertising Expense	Ŧ	,	•		\$ \$ \$	1,200	\$	1,200	\$	1,200	\$	1,200
Food & Entertainment Expense	\$	16	\$	50	\$ \$	500	\$	500	\$	500	\$	500
Conferences and Professional Devlp Expense					\$	500	\$	500	\$	500	\$	500
Insurance Expense	\$	9,176	\$	6,436	\$	7,150	\$	7,150	\$	7,150	\$	7,150
Admin Expenses Glen Park Maintenance Expense	\$ \$	3,498	\$ \$	2,008 7.200	\$\$\$\$	- 8.000	\$ \$	- 8.000	\$	- 8.000	\$ \$	- 8.000
Florida Park Ext Maintenance Expense	ъ \$	8,000	э \$	2,003	ф Ф	8,000 3,500	э \$	3,500	\$ \$	3,500	ъ \$	3,500
Depreciation Expense	\$	3,251	\$	2,003	φ \$	3,251	\$ \$	3,251	\$	3,251	\$	3,251
Options - Upfront Land Costs	Ψ	0,201	Ψ	2,100	\$		\$		\$		Š	
Legal Ads Expense	\$	121	\$	131	\$	200	Š	200	\$	200	\$	200
Travel & Lodging Expense					\$	500	\$	500	\$	500	\$	500
Other - Bank Serv Charge-Taxes-Misc	\$	1,629	\$	498	\$	3,000	\$	3,000	\$	3,000	\$	3,000
Other operating expenditures Total	\$	80,064	\$	20,493	\$	37,801	\$	37,801	\$	37,801	\$	37,801
Nonoperating Expenditures												
Grants	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Donations	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
PILOTS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other nonoperating expenditures (Bad Debt)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Nonoperating Expenditures Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	2,320,974	\$	146,347	\$	168,551	\$	168,551	\$	168,551	\$	168,551
Capital Contributions	ŝ	-	\$		\$		\$		\$	-	\$	
Excess (deficiency) of revenues and capital contributions over ex	ŝ	(41,696)		(112,492)	\$	(26,045)	\$	(10,619)	\$	(12,779)	\$	(15,199)
Execce (activities) of revenues and capital contributions over 6.	Ψ	(+1,000)	φ	(112,732)	Ψ	(20,043)	Ψ	(10,013)	Ψ	(12,113)	Ψ	(13,133)

### RESOLUTION AMENDING ENGINEERING SERVICES CONTRACT- PRIME AE GROUP OF NY-FLORIDA PARK EXTENSION NORTH

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, Fonda, New York on October 8, 2020 at 4:30 o'clock p.m., local time.

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

### PRESENT:

Matthew Beck Carol Shineman Laurie Weingart Robert Harris Amanda Auricchio, Esq. Mark Kowalczyk Cheryl Reese Chairman Vice Chairman Secretary Treasurer Member Member Member

ABSENT:

### AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth Rose Sheila Snell Vincenzo Nicosia Andrew Santillo A. Joseph Scott, Esg. Chief Executive Officer Chief Financial Officer Economic Development Specialist Staff Assistant Agency Counsel

OTHERS PRESENT:

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

Resolution No. 20-11

### RESOLUTION AMENDING ENGINEERING SERVICES CONTRACT- PRIME AE GROUP OF NY-FLORIDA PARK EXTENSION NORTH

WHEREAS, 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, warehousing, commercial, research and manufacturing 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 Montgomery County Industrial Development Agency is in the process of developing an industrial park in the Town of Florida, and

WHEREAS, on-going environmental and permitting work continues regularly in the development of the remaining north side Florida Park Extension parcels, and

WHEREAS, per Resolution 17-22 the MCIDA has a contract with Prime AE Group of NY in relation to the aforementioned work, and

RESOLVED, the Agency hereby approves a 1<sup>st</sup> amendment to the contract with PRIME AE Group of NY for and amount not to exceed \$50,000, and

FURTHER RESOLVED, 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 to carry out the terms of this Resolution, and to execute and deliver any 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolutions, and

FURTHER RESOLVED, 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
Carol Shineman	VOTING
Laurie Weingart	VOTING
Robert Harris	VOTING
Amanda J.Auricchio, Esq.	VOTING
Mark Kowalczyk.	VOTING
Cheryl Reese	VOTING

The foregoing Resolution No. 20-11 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, including the resolution contained therein, held on October 8, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was 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 8<sup>th</sup> day of October 2020.

(Assistant) Secretary

(SEAL)



August 27, 2020

Kenneth F. Rose, Administrative Director Montgomery County Industrial Development Agency 9 Park Street P.O. Box 1500 Fonda, NY 12068

### Re: Proposal for Engineering Services Amendment #1 Florida Business Park

Dear Mr. Rose:

We are pleased to submit this proposal to provide continued ongoing professional engineering services for future Florida Business Park development Projects. These services will include:

- Preparation of concept development plans and related engineering drawings for any of the site development projects to assist in marketing efforts.
- Ongoing environmental services deemed necessary to progress a specific potential project.
- Ongoing planning services as requested.
- Technical assistance with water and sewer projections as needed for prospective clients.
- Any other tasks as directed by the MCIDA.

We propose to complete the above ongoing engineering services for a cost not to exceed \$50,000.00, to be billed based on actual hourly rates times a multiplier of 2.90, plus mileage and other expenses at actual costs. Our work under this Proposal will be performed in accordance with the Standard Terms & Conditions of the Agreement.

Thank you for the opportunity to continue providing engineering services for this important assignment. If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

A. Thomas Ada

A. Thomas Bates, P.E. Senior Director of Operations & Engineering



CONNECTING. CREATING. CONSERVING. COMMUNITY. www.primeeng.com

### **AGREEMENT MODIFICATION #1**

### KB GROUP OF NY, INC. dba PRIME AE GROUP OF NY and

### MONTGOMERY COUNTY INDUSTRIAL DEVEVLOPMENT AGENCY

This Agreement Modification #1 (hereinafter referred to as the "Amendment 1") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2020, by and between **KB GROUP OF NY**, **Inc. dba PRIME AE GROUP of NY**, having an address at 100 Great Oaks Blvd., Suite 114, Albany, NY 12203 ("KB GROUP OF NY") and **MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, having an address at 9 Park Street, P.O. Box 1500, Fonda, NY 12068 ("MCIDA"), collectively referred to as "Parties".

### RECITALS

- A. WHEREAS, the Parties have entered into an Agreement dated November 21, 2017 (hereinafter referred to as the "Agreement") for KB GROUP OF NY to provide engineering services;
- B. WHEREAS, KB GROUP OF NY provided the MCIDA a proposal dated August 27, 2020 for ongoing engineering services for the Florida Business Park in the amount of \$50,000.00 ("Project");
- C. WHEREAS, the Parties hereby further agree to amend the said Agreement in accordance with the terms and conditions contained in this Amendment 1.

### AMENDMENT

NOW THEREFORE, in consideration of the mutual agreement of the Parties to amend the Agreement and for other good and valuable consideration which is acknowledged by the Parties, the Parties agree that the Agreement be amended as follows:

- 1. The MCIDA has requested additional services for the Project and agrees to increase the fee for KB GROUP OF NY to include additional services in the amount of \$50,000.00.
- KB GROUP OF NY agrees to provide additional services for the Project as follows:
   a. Ongoing Engineering services for \$50,000.00.

### **TERMS & CONDITIONS**

The Parties agree that all of the terms and conditions of the Agreement shall remain in full force and effect.

### **ENTIRE AGREEMENT**

The Agreement, as amended by this Amendment 1, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Amendment 1 shall be of any force and effect. This Amendment 1 may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

KB GROUP OF NY, INC. dba PRIME AE GROUP OF NY

By: Kumar Buvanendaran Title: President and CEO

MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: Kenneth. F. Rose

Title: Administrative Director

### RESOLUTION AUTHORIZING CONTRACT WITH TOWN OF FLORIDA-FLORIDA PARK EXTENSION NORTH SNOWPLOWING

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, Fonda, New York on October 8, 2020 at 4:30 o'clock p.m., local time.

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

### PRESENT:

Matthew Beck Carol Shineman Laurie Weingart Robert Harris Amanda Auricchio, Esq. Mark Kowalczyk Cheryl Reese Chairman Vice Chairman Secretary Treasurer Member Member Member

ABSENT:

### AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth Rose Sheila Snell Vincenzo Nicosia Andrew Santillo A. Joseph Scott, Esg. Chief Executive Officer Chief Financial Officer Economic Development Specialist Staff Assistant Agency Counsel

OTHERS PRESENT:

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, to wit:

Resolution No. 20-12

### RESOLUTION AUTHORIZING CONTRACT WITH TOWN OF FLORIDA-FLORIDA PARK EXTENSION NORTH SNOWPLOWING

WHEREAS, 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, warehousing, commercial, research and manufacturing 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 Montgomery County Industrial Development Agency is in the process of developing an industrial park in the Town of Florida, and

WHEREAS, the Agency constructed a road for access by businesses which are located on the north side of the Florida Park Extension and said road needs to be plowed and maintained throughout the winter season, and

RESOLVED, the Agency hereby approves a contract with the Town of Florida for and amount not to exceed \$3,500 to provide snowplowing and maintenance services through the winter season, and

FURTHER RESOLVED, 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 to carry out the terms of this Resolution, and to execute and deliver any 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolutions, and

FURTHER RESOLVED, 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
Carol Shineman	VOTING
Laurie Weingart	VOTING
Robert Harris	VOTING
Amanda J.Auricchio, Esq.	VOTING
Mark Kowalczyk.	VOTING
Cheryl Reese	VOTING

The foregoing Resolution No. 20-12 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, including the resolution contained therein, held on October 8, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was 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 8<sup>th</sup> day of October 2020.

(Assistant) Secretary

(SEAL)

### **RESOLUTION AUTHORIZING THIRD AMENDMENT TO AGREEMENT PRIME AE GROUP** OF NY-ENGINEERING AND PERMITTING WORK GLEN CANAL VIEW BUSINESS PARK

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, Fonda, New York on October 8, 2020 at 4:30 o'clock p.m., local time.

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

### PRESENT:

Matthew Beck Carol Shineman Laurie Weingart Robert Harris Amanda Auricchio, Esq. Mark Kowalczyk Cheryl Reese

Chairman Vice Chairman Secretary Treasurer Member Member Member

ABSENT:

### AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Kenneth Rose Sheila Snell Vincenzo Nicosia Andrew Santillo A. Joseph Scott, Esq.

Chief Executive Officer Chief Financial Officer **Economic Development Specialist** Staff Assistant Agency Counsel

OTHERS PRESENT:

The following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_,

to wit:

Resolution No. 20-13

### RESOLUTION AUTHORIZING THIRD AMENDMENT TO AGREEMENT PRIME AE GROUP OF NY-ENGINEERING AND PERMITTING WORK GLEN CANAL VIEW BUSINESS PARK

WHEREAS, 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, warehousing, commercial, research and manufacturing 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 Montgomery County Industrial Development Agency has developed the Glen Canal View Business Park in the Town of Glen, and

WHEREAS, to further on-going development within this Park, the Montgomery Industrial Development Agency per Resolution #06-20 entered into a contract with McDonald Engineering, P.C. (now PRIME AE Group of NY) to provide continued engineering services as needed, and

WHEREAS, PRIME AE Group of NY has submitted an estimated cost for conducting a engineering and a feasibility study in relation to various wells located at the park for the potential of being utilized as a public water source;

RESOLVED, the Agency hereby approves a 3rd<sup>t</sup> amendment to the contract with PRIME AE Group of NY (formerly McDonald Engineering, P.C.) for and amount not to exceed \$15,000, and

FURTHER RESOLVED, 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 to carry out the terms of this Resolution, and to execute and deliver any 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 the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of this Resolutions, and

FURTHER RESOLVED, 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
Carol Shineman	VOTING
Laurie Weingart	VOTING
Robert Harris	VOTING
Amanda J.Auricchio, Esq.	VOTING
Mark Kowalczyk.	VOTING
Cheryl Reese	VOTING

The foregoing Resolution No. 20-13 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, including the resolution contained therein, held on October 8, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of the Agency and of such resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was 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 8<sup>th</sup> day of October 2020.

(Assistant) Secretary

(SEAL)



September 28, 2020

Kenneth F. Rose, Administrative Director Montgomery County Industrial Development Agency 9 Park Street P.O. Box 1500 Fonda, NY 12068

### Re: Glen Canal View Business Park Potable Water Well Evaluation Proposal for Engineering Services

Dear Mr. Rose:

We are pleased to submit this proposal to provide professional engineering services to perform an evaluation of the three existing water wells that are located in the Business Park and prepare a report describing the process for converting these wells for potable water service.

Based on our discussions and review of the documents you provided, we propose the following scope of services:

- Gather, review, and evaluate available information and documents associated with the existing wells.
- Meet with Montgomery County Industrial Development Agency (MCIDA) representative(s) on-site to confirm scope, anticipated service area/number of users, make field observations of the existing wells, take measurements, and confirm locations on the site plan.
- Identify involved agencies and define applicable agency requirements (NYSDOH, NYSDEC) for converting wells to public/municipal potable water use.
- Compare available water quality test results with applicable agency requirements to determine extent of additional treatment that is required to meet requirements.
- Evaluate if additional testing such as water quality or well capacity is recommended at this level in the evaluation. Additional testing is not included in the scope of work, however once the extent of additional testing is determined, we will provide a quote(s) for MCIDA approval.
- Determine extent of equipment and infrastructure needed to address treatment, pumping, piping, delivery, and wellhead needs.
- Develop a scope and Engineer's Opinion of Probable Cost (EOPC) for required conversion improvements.



• Prepare and deliver an engineering report describing our findings, evaluation, applicable Agency requirements, equipment and infrastructure needs, conversion scope and process, EOPC, conclusions and recommendations.

We propose to complete the above work for a cost not to exceed \$8,900.00, to be billed based on actual hourly rates times a multiplier of 2.90, plus mileage and other expenses at actual costs.

Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal and the attached Standard Terms & Conditions, please return an executed copy of this proposal. We are available to start the work immediately upon your notice to proceed.

If after reviewing our report, you would like us to further develop the design for converting the wells, we will prepare a scope of work and negotiate an acceptable fee that would be added as an amendment to this proposal.

Thank you for the opportunity to work on this interesting project and if you have any questions, please feel free to contact me.

Sincerely,

### KB Group of NY, Inc. dba PRIME AE Group of NY

Thomas Ad

A. Thomas Bates, P.E. Senior Director of Operations & Engineering

Enclosure: Standard Terms and Conditions

AGREED TO BY MONTGOMERY COUNTY INDUSTRIAL DEVELOPMENT AGENCY:

AGREED TO BY KB GROUP OF NY, INC. DBA PRIME AE GROUP OF NY:

Kenneth F. Rose, Administrative Director

Kumar Buvanendaran, P.E., President

DATE:

DATE:





1. General. These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between KB Group of NY, Inc. dba PRIME AE Group of NY (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. Performance of Services. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors, subconsultants or vendors. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. Compensation. Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees.

6. Insurance. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such



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insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors. subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in nonperformance performance or caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either





party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages. Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Services During Construction. If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME

AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications**. PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. Reliance. PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's representatives, agents, independent employees, contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs**. When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME





AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

