

SULLIVAN COUNTY FUNDING CORPORATION

548 Broadway
Monticello, New York 12701
(845) 428-7575 - Voice
(845) 428-7577 - Fax
www.scfundingcorp.com
TTY 711

SPECIAL MEETING NOTICE

TO: Ira Steingart, Chairman
Suzanne Loughlin, Vice Chair
Howard Siegel, Treasurer & Chief Financial Officer
Edward Sykes, Assistant Secretary & Chief Executive Officer
Scott Smith, Assistant Treasurer
Paul Guenther, Member
Joseph Perrello, Member
Carol Roig, Member
Chairman and Members of the Sullivan County Legislature
Josh Potosek, Sullivan County Manager
Walter Garigliano, Esq., Agency Counsel
FROM: Jennifer Flad, Executive Director
DATE: July 8, 2020

PLEASE TAKE NOTICE that there will be a Special Meeting of the Sullivan County Funding Corporation scheduled as follows:

DATE: July 13, 2020—Monday
TIME: 11:20 AM (immediately following the Regular Meeting of the County of Sullivan Industrial Development Agency)
LOCATION: Via Conference Call

Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 220.1 issued on March 12, 2020 suspending the Open Meetings Law, extended by Executive Order 202.48 issued on July 6, 2020, this meeting will be held via conference call instead of a public meeting open for the public to attend in person.

Members of the public may attend the meeting by dialing (929) 205-6099 and entering Meeting ID 965 3793 6483.

PLEASE SEE REVERSE FOR AGENDA

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SPECIAL MEETING JULY 13, 2020, 11:20 AM

VIA CONFERENCE CALL: DIAL (929) 205-6099 AND USE MEETING ID 965 3793 6483

MEETING AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MEETING MINUTES

May 11, 2020 Special Meeting

IV. BILLS AND COMMUNICATIONS

V. NEW BUSINESS

Resolution: Authorizing the Execution and Delivery of an AgriBusiness Agreement with Hudson Valley AgriBusiness Development Corporation

Any and All Other Business Before the Board

VI. ADJOURN

##

**Sullivan County Funding Corporation
548 Broadway
Monticello, New York 12701
(845) 428-7575 – telephone
(845) 428-7577 – fax**

**SPECIAL MEETING MINUTES
Monday, May 11, 2020**

I. CALL TO ORDER

Chairman Steingart called to order the special meeting of The Sullivan County Funding Corporation at approximately 11:26AM via teleconference.

II. ROLL CALL

Members Present-

Ira Steingart
Suzanne Loughlin
Howard Siegel
Edward Sykes
Joseph Perrello
Carol Roig
Paul Guenther
Scott Smith

Members Absent-

None

Staff Present-

Jennifer Flad, Executive Director
Julio Garaicoechea, Project Manager
Deborah Nola

Staff Absent-

None

Others Present-

Walter Garigliano, General Counsel
Patricio Robayo, *Sullivan County Democrat*

III. APPROVAL OF MEETING MINUTES

On a motion made by Mr. Guenther and seconded by Ms. Loughlin, the Board voted, and the minutes of the April 13, 2020 special meeting were unanimously approved.

IV. NEW BUSINESS

On a motion made by Mr. Perrello and seconded by Mr. Sykes, the Board discussed a resolution authorizing the execution and delivery of certain documents with respect to the Issuer's 2011 and 2017 Tax Exempt and Taxable Bonds issued for the benefit of **The Center for Discovery, Inc.** Ms. Loughlin recused herself from the discussion and abstained from voting due to her status as a member of the Board of Directors of Nana's House, Inc. (a related entity) and her husband's attorney relationship in the bond transactions. Mr. Siegel recused himself from the discussion and abstained from voting because The Center for Discovery is a client of his insurance business. The resolution was adopted with the Board voting as follows:

Ira Steingart	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Suzanne Loughlin	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> Abstain
Edward T. Sykes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Howard Siegel	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input checked="" type="checkbox"/> Abstain

Scott Smith	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Paul Guenther	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Joseph Perrello	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Carol Roig	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

V. PUBLIC COMMENT AND ADJOURNMENT

Chairman Steingart asked the Board and others present for comment. There being none, on a motion by Mr. Perrello, seconded by Mr. Guenther, the meeting was adjourned at approximately 11:34AM.

Respectfully submitted:
Julio Garaicoechea, Project Manager
##

DRAFT

SULLIVAN COUNTY FUNDING CORPORATION
548 Broadway Monticello, NY 12701
845-428-7575

Schedule of Payments as of July 8, 2020		
County of Sullivan IDA	First and Second Quarter 2020 Administrative Services	\$ 20,000.00
TOTAL		\$ 20,000.00
<p>I certify that the payments listed above were audited by the Board of the SCFC on July 13, 2020 and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants the amount opposite its name.</p> <p style="text-align: center;">7/13/2020 _____</p>		

Expenses Approved and Paid Since Last Special Meeting (5/11/20)		
RBT CPAs LLP	FY 2019 Audit- Final Billing	\$ 2,200.00
TOTAL		\$ 2,200.00

Other Expenses & Items Paid Since Last Special Meeting (5/11/20)—no approval required		
none		
TOTAL		\$ -

Historical List of Sullivan County Projects

Updated July 2020

HVADC

507 Warren Street, 2nd Floor
Hudson, NY 12534
P: 518.432.5360
F: 888.317.5556

BOARD OF DIRECTORS

President
Mark Doyle

Vice President
Walter Garigliano

Treasurer/Secretary
Ann Finnegan

David Church
Dennis Doyle
March Gallagher
Eric Ooms

Executive Director
Todd Erling

20 Degrees Chocolate & Coffee
Ample Hills
Bethel Creamery
Buster Brook Trail Farm
Catskill Brewery
Catskill Distilling Company
Catskill Food Hub
Catskill Mountain Sugar House
Catskill Provisions
Chuga Chaga
Dan Peters Farm
Diehl Farm
Diehl Homestead Farm
Empire Cooperage
Jack Diehl Farm
Kays Farm
Ma & Pa Creamery
Marantha Farms
Myers Farm
Prohibition Distilling
Red Meat Plant
Roscoe Beer
Ryan Erlwein
Ryan Whitemore
Seminary Hills Ciders
Speaker at CCE Farm & Food
Conference
Squirrel & the Bee
Sullivan County Ag & Farmland
Protection Plan Advisor
Sullivan County Dairy
Sullivan County Dairy Products
Thompson's Farm
Top of the Line Hay Transport
Upward Brewing
Weissmann Farm
Yasgur Farms

New Programming Efforts

HVADC is pleased to announce our FeedHV program is now active in Sullivan County. FeedHV is a regional food rescue and gleaning network dedicated to meeting the needs of neighbors while mitigating the impacts of food waste. The concept evolved out of community dialogues with farmers, volunteers, nonprofit agencies and key stakeholders. Through our web-based and mobile application powered by ChowMatch, FeedHV links food donors of prepared but unserved food and fresh produce (including farms, restaurants, catering services, grocery stores, hospitals, universities and more) to nonprofit organizations with food assistance programs (such as food pantries, soup kitchens and shelters) through the efforts of a network of volunteers who transport, glean and process donated food. Outreach in Sullivan County began in 2020 and the network now includes two farm donors, four recipient agencies, one volunteer for the County. Outreach efforts have been hindered by the Covid crisis; however, our staff is continuing to develop relationships to further assist the efforts of the feeding agencies in the County.

RESOLUTION
(HVADC)

A special meeting of the Sullivan County Funding Corporation (“SCFC”) was convened via telephone conference on July 13, 2020, at 11:20 a.m., local time.

The meeting was called to order by Chairman Ira Steingart, and, upon roll being called, the following members of SCFC were:

	<u>PRESENT</u>	<u>ABSENT</u>
Ira Steingart	[]	[]
Suzanne Loughlin	[]	[]
Edward T. Sykes	[]	[]
Howard Siegel	[]	[]
Scott Smith	[]	[]
Paul Guenther	[]	[]
Joseph Perrello	[]	[]
Carol Roig	[]	[]

The following persons were also present:

Jennifer M. Flad, Executive Director
Julio Garaicoechea, Project Manager
Deborah Nola, Accounting and Financial Analyst
Walter F. Garigliano, General Counsel

The following resolution was duly offered by _____, and seconded by _____, to wit:

Resolution No. ____ - 20

RESOLUTION AUTHORIZING THE CHAIRMAN OR CHIEF EXECUTIVE OFFICER TO EXECUTE AND DELIVER AN AGRIBUSINESS AGREEMENT WITH HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION (“HVADC”) COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2023

WHEREAS, HVADC’s mission is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State’s agricultural economy; and

WHEREAS, HVADC’s programs are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, agricultural development support and capital access planning; and

WHEREAS, SCFC recognizes the importance of farming and related agricultural businesses on the County’s economy; and

WHEREAS, SCFC has determined that HVADC’s corporate purpose is closely aligned with SCFC’s mission of encouraging economic development in Sullivan County, including farms and related agricultural businesses; and

WHEREAS, SCFC wishes to provide financial support to HVADC.

NOW, THEREFORE, BE IT RESOLVED by SCFC as follows:

Section 1. SCFC is hereby authorized to execute and deliver the Agribusiness Agreement with HVADC for the period commencing July 1, 2020 and ending June 30, 2023.

Section 2. The Chairman or Chief Executive Officer of SCFC, each acting individually, are each hereby authorized, on behalf of SCFC, to execute and deliver the Agribusiness Agreement.

Section 3. The officers, employees and agents of SCFC are hereby authorized and directed for and in the name and on behalf of SCFC to do all acts and things required and to execute and deliver all such certificates, instruments, documents, and 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 on behalf of SCFC desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by SCFC with all the terms, covenants and provisions of the documents for and on behalf of SCFC.

Section 4. These resolutions shall take effect immediately.

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

Ira Steingart	[] Yes	[] No	[] Absent	[] Abstain
Suzanne Loughlin	[] Yes	[] No	[] Absent	[] Abstain
Edward T. Sykes	[] Yes	[] No	[] Absent	[] Abstain
Howard Siegel	[] Yes	[] No	[] Absent	[] Abstain
Scott Smith	[] Yes	[] No	[] Absent	[] Abstain
Paul Guenther	[] Yes	[] No	[] Absent	[] Abstain
Joseph Perrello	[] Yes	[] No	[] Absent	[] Abstain
Carol Roig	[] Yes	[] No	[] Absent	[] Abstain

The resolutions were thereupon duly adopted.

STATE OF NEW YORK)
 ss.:
COUNTY OF SULLIVAN)

I, the undersigned (Assistant) Secretary of the Sullivan County Funding Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Sullivan County Funding Corporation (“SCFC”), including the resolutions contained therein, held on July 13, 2020, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of SCFC and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that public notice of the time and place of said meeting was duly given in accordance with Article 7 of the New York Public Officers Law, that all members of SCFC had due notice of the meeting and that the meeting was in all respects duly held.

IN WITNESS WHEREOF, I have hereunto set my hand on this 13th day of July, 2020.

Secretary

AgriBusiness Agreement

THIS AGRIBUSINESS AGREEMENT (“Agreement”), is effective as of July 1, 2020 by and between Sullivan County Funding Corporation, a non-profit local development corporation duly organized, existing and in good standing under the laws of the State of New York, with its principal office located at 548 Broadway, Monticello, New York 12701 (“SCFC”) and Hudson Valley AgriBusiness Development Corporation, a New York not-for-profit corporation, with its principal offices located at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (“HVADC”).

Recitals

WHEREAS, HVADC’s mission is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State’s agricultural economy; and

WHEREAS, HVADC’s programs are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, agricultural development support and capital access planning; and

WHEREAS, SCFC recognizes the importance of farming and related agricultural businesses on the County’s economy; and

WHEREAS, SCFC has determined that HVADC’s corporate purpose is closely aligned with SCFC’s mission of encouraging economic development in Sullivan County, including farms and related agricultural businesses; and

WHEREAS, SCFC wishes to provide financial support to HVADC.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Funding Commitment.

SCFC agrees to provide funding to HVADC in the aggregate amount of \$75,000.00, to be paid in three (3) equal annual installments of \$25,000.00 each covering fiscal periods commencing July 1, 2020 and ending June 30, 2023. Funding commitments, other than the \$25,000.00 installment covering the period July 1, 2020 to June 30, 2021, are subject to annual approval by SCFC.

2. Services – In General.

HVADC shall use the SCFC funding primarily for its stated purpose of fostering the growth and development of agricultural businesses and opportunities in Sullivan County and the Hudson Valley region.

3. Reporting.

HVADC shall provide SCFC with a comprehensive annual report of its Sullivan County activities and regional activities impacting Sullivan County at times to be arranged between HVADC and SCFC.

4. Insurance.

Effective as of the date hereof and until SCFC consents in writing to a termination, HVADC shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by not-for-profit entities of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

A. Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon HVADC by any applicable Worker's Compensation Law.

B. Worker's compensation insurance, disability benefits insurance, and each other form of insurance which HVADC is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the HVADC.

All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by HVADC (and reasonably satisfactory to SCFC) and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for at least thirty (30) days written notice of the cancellation thereof to SCFC.

All such certificates of insurance of the insurers that such insurance is in force and effect, shall be provided to SCFC effective on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, HVADC shall furnish SCFC evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

5. Hold Harmless.

HVADC shall indemnify and hold harmless SCFC and its directors, officers, employees, members, agents, representatives (except HVADC), their respective successors and assigns and personal representatives harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to this Agreement, including without limiting the generality of the foregoing, reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing.

6. General Provisions.

A. Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by overnight courier of national reputation, or by United States mail. Notices delivered by mail shall be deemed given three Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by overnight courier of national reputation shall be deemed given the next day after mailing providing evidence of receipt and properly addressed. Notices delivered by hand shall be deemed given on the day of delivery. All notices shall be addressed as follows:

if to SCFC:

Sullivan County Funding Corporation
548 Broadway
Monticello, New York 12701
Attn: Chief Executive Officer

with a copy to:

Garigliano Law Offices, LLP
P.O. Drawer 1069 – 449 Broadway
Monticello, New York 12701
Attn: SCFC Counsel

If to HVADC:

Hudson Valley AgriBusiness Development Corporation
507 Warren Street, 2nd Floor
Hudson, New York 12534
Attn: Todd M. Erling, Executive Director

B. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York.

C. Construction. All defined terms used herein shall be applicable equally to the singular and plural forms of such terms. This Agreement executed and delivered in connection with the Agreement shall be interpreted without regard to any canons of construction which require that a document be interpreted or construed against the party which caused the same to be drafted.

D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in Agreement shall be prohibited by or invalid under applicable law such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

E. Headings. All section headings herein have been inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement.

F. Assignment and Assigns. HVADC shall neither assign nor delegate any of its duties arising under this Agreement without the prior written consent of SCFC.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, SCFC and HVADC have executed this Agreement as of the day and year first above written.

Sullivan County Funding Corporation

By: Edward T. Sykes, Chief Executive Officer

Hudson Valley AgriBusiness Development Corporation

By: Todd M. Erling, Executive Director