




Town of Union Office of Economic Development

MEMORANDUM

TO: Board Members of the Town of Union Local Development Corporation (LDC)

CC: Rosemarie A. Pope, LDC Counsel
Town of Union Supervisor & Council

FROM: Joseph M. Moody, Director 

RE: **2023 Schedule for Town of Union Local Development Corporation (LDC)
Monthly Board Meetings**

DATE: December 15, 2022

The following list contains the dates selected for the **2023 Town of Union LDC Board Monthly Meetings**. The LDC Board Meetings will be held either remotely or in the Town Supervisor's Board Meeting Room on the 2nd floor of the Town of Union Office Building at 8:00 a.m. on the **second to last Thursday** of every month (*unless otherwise indicated).

LDC Board Meeting Dates:

January 19, 2023	July 20, 2023
February 16, 2023	August 24, 2023
March 23, 2023	September 21, 2023
April 20, 2023	October 19, 2023
May 18, 2023	* November 16, 2023
June 22, 2023	December 21, 2023

A monthly agenda and the previous month's meeting minutes will be e-mailed, mailed or hand delivered to the LDC Board Members before each scheduled meeting. If a meeting has to be rescheduled or canceled, members will be notified via telephone or e-mail as applicable.

A staff member from the Economic Development Office may call or send an e-mail message to LDC Board Members to verify availability for scheduled meetings. **If a Board Member believes he or she will be unavailable for scheduled meetings, I ask that you please contact me at 786-2945 to share such insight.** Your assistance will help to determine early on if the requisite number of LDC Board Members will be present to constitute a quorum.

Thank you.

2023
TOWN OF UNION
LOCAL DEVELOPMENT CORPORATION (LDC)
BOARD MEMBERS, OFFICERS & SUBCOMMITTEES

LDC BOARD MEMBERS

	<u>Term</u>	
1. Mr. Stephen Trichka	Appointed:	12/15/22
	Expires:	12/31/25
	President	1 Year
2. Ms. Diane Julian	Appointed:	12/16/21
	Expires:	12/31/24
	Vice-President	1 Year
3. Mr. Gary Leighton	Appointed:	12/15/22
	Expires:	12/31/25
4. Mr. James Peduto	Appointed:	12/16/21
	Expires:	12/31/24
5. Ms. Mary O'Malley-Trumble	Appointed:	12/17/20
	Expires:	12/31/23
6. Mr. Jeffrey L'Amoreaux	Appointed:	12/15/22
	Expires:	12/31/25
	Secretary/Treasurer	1 Year
7. Mr. Timothy Strong	Appointed:	12/17/20
	Expires:	12/31/23

LDC Board Members are appointed to serve (3) three year terms. Emeritus "Honorary" LDC Board Members may be appointed annually and are former LDC Board Members who served a minimum of five (5) years of active service on the LDC Board. Emeritus Members are non-voting members of the LDC Board. Emeritus members may also serve on the subcommittees as deemed appropriate and at the discretion of the LDC Board, but may not serve as an officer of the LDC Board, or as the Chair of a subcommittee. Additionally, officers of the LDC are elected annually (President, Vice President, Treasurer, Chief Executive Officer, Chief Financial Officer (who also holds the dual role of Chief Contracting Officer & Compliance Officer) and Property Disposition Officer.

The LDC Board's last regularly scheduled appointments, election of officers, subcommittee appointments and officer assignments were made at the LDC Board's 2022 Annual Meeting held on December 15, 2022.

IN ACCORDANCE WITH THE PUBLIC AUTHORITIES ACCOUNTABILITY ACT (PAAA), THE FOLLOWING OFFICER POSITIONS ARE REQUIRED AND WERE ASSIGNED TO A NON-BOARD MEMBER OF THE LDC AT THE 2022 ANNUAL MEETING HELD ON DECEMBER 15, 2022.

[NO LDC BOARD MEMBER OR EMERITUS MEMBER, INCLUDING THE CHAIRPERSON, SHALL SERVE AS THE CHIEF EXECUTIVE OFFICER, CHIEF OPERATING OFFICER, EXECUTIVE DIRECTOR, CHIEF FINANCIAL OFFICER (WHO ALSO HOLDS THE DUAL ROLE OF CHIEF CONTRACTING OFFICER & COMPLIANCE OFFICER), COMPTROLLER, PROPERTY DISPOSITION OFFICER OR HOLD ANY OTHER EQUIVALENT POSITION WHILE SERVING AS A MEMBER OF THE LDC BOARD]

<u>Name</u>	<u>Term</u>
1. Joseph M. Moody, Executive Director	1 Year
2. Joseph M. Moody, Chief Executive Officer (CEO)	1 Year
3. Joseph M. Moody, Chief Financial Officer (CFO) (who also holds the dual roles of Chief Contracting Officer & Compliance Officer)	1 Year
4. Joseph M. Moody, Property Disposition Officer	1 Year

THE PAA ALSO REQUIRES THE LDC TO ANNUALLY APPOINT INDIVIDUALS TO THE FOLLOWING SUBCOMMITTEES *(On prior advice from LDC Counsel, the subcommittees should have fewer members than the number that makes up the LDC Board, and generally should not exceed the number of LDC Board Members that would constitute a quorum).*

THE LDC BOARD MEMBERS MADE APPOINTMENTS TO THE SUBCOMMITTEES AT THE ANNUAL MEETING HELD ON DECEMBER 15, 2022.

- | | |
|---|--|
| 1. Audit Committee (3 appointments): | 1) James Peduto, Chair, 2) Diane Julian,
3) Gary Leighton |
| 2. Governance Committee (3 appointments): | 1) Jeffrey L'Amoreaux, Chair, 2) Mary
O'Malley-Trumble, 3) Timothy Strong |
| 3. Loan Committee (3 appointments): | 1) Timothy Strong, Chair, 2) Diane
Julian, 3) James Peduto |

TOWN OF UNION LDC COUNSEL

Rosemarie Pope, Esq.
Attorney at Law

Town of Union Local Development Corporation														
Loans Receivable														
For the Month Ending December 2022						----- 2022 -----								
				Original Loan/ Grant			New Loans/ Grant	YTD	(+ or -) Other					
	Closing Date	Amount	Payment Amount	Balance 1-Jan-22		Additions	Principal Payments	Adjust- ments	Balance @ 31-Dec-22	Loans Comit- ted	Reserve For Loan Loss	YTD Interest Paid	Late/ Other Fees	Payment Due Date
CDBG Loans														
500 North Street LLC		25-Apr-07	100,000.00	Paid	3,661.34		3,661.34	0.00	0.00	0.00		36.70	x	Paid
402 Airport Road Holding, LLC		23-Jun-16	60,000.00	332.76	47,118.37		2,615.32	0.00	44,503.05	0.00		1,377.80	x	1-Jan-23
17 Kentucky Avenue, LLC		21-Dec-17	230,000.00	1,588.94	182,930.43		13,760.36	0.00	169,170.07	0.00		5,299.72	x	1-Jan-23
Connolly Companies, LLC		14-Jun-11	140,000.00	Paid	52,361.12		52,361.12	0.00	0.00	0.00		614.53	x	Paid
Cronked Mouth Brewery, LLC		27-Jun-22	50,000.00	660.66	0.00	50,000.00	2,691.73	0.00	47,308.27	0.00		611.57	x	1-Jan-23
Fuller Holding Company, LLC		10-Jan-20	162,500.00	958.05	143,218.41		10,231.21	0.00	132,987.20	0.00		1,385.39	x	1-Jan-23
New Vision Industries, LLC		15-Dec-08	200,000.00	Paid	59,172.11		59,172.11	0.00	0.00	0.00		222.96	x	Paid
Sonostics, Inc.		18-Nov-16	200,000.00	2,504.14	87,944.41		28,551.57	0.00	59,392.84	0.00		1,498.11	x	1-Jan-23
Southern Tier Leasing, LLC		9-Dec-16	50,000.00	481.95	27,495.94		5,281.73	0.00	22,214.21	0.00		501.67	x	1-Jan-23
Southern Tier Technologies, Inc.		9-Dec-16	50,000.00	476.36	27,177.41		5,220.44	0.00	21,956.97	0.00		495.88	x	1-Jan-23
Taylor's Plaza (George Patricia Taylor)		24-Jan-22	50,000.00	481.95	0.00	50,000.00	1,598.46	0.00	48,401.54	0.00		829.32	x	1-Jan-23
Totals for CDBG Loans			1,292,500.00	7,494.21	631,079.54	100,000.00	185,145.39	0.00	545,934.15	0.00	0.00	12,873.65		
UDAG - Facade Loans														
OM Shirdl Sal, LLC		20-Feb-20	x	x	x	x	x	x	x	100,000.00		0.00	x	x
LBK Properties, LLC		23-Jun-22	x	x	x	x	x	x	x	100,000.00		0.00	x	x
2719 - 2725 Plaza, LLC		23-Dec-15	40,849.37	Paid	680.99	0.00	680.99	0.00	0.00	0.00		0.00	x	Paid
Spath Group		1-Aug-17	100,000.00	1,666.47	18,333.17	0.00	18,333.17	0.00	0.00	0.00		0.00	x	Paid
Taylor / Irene Properties, LLC		14-Sep-17	10,000.00	Paid	1,500.34	0.00	1,499.34	(1.00)	0.00	0.00		0.00	x	Paid
Totals for UDAG - Facade Loans			150,849.37	1,666.47	20,514.50	0.00	20,513.50	-1.00	0.00	200,000.00	0.00	0.00		
UDAG - Business Assistance Loans														
Baba Bing Hospitality, LLC (Southern Tier Cheestek Co.)		26-Jan-22	0.00	284.25	0.00	10,000.00	2,732.63	0.00	7,267.17	0.00		129.67	x	1-Jan-23
SSEA, LLC		22-Dec-20	300,000.00	1,663.80	289,821.62	0.00	11,427.23	0.00	278,394.39	0.00		8,538.37	x	1-Jan-23
Totals for UDAG Business Assistance Loans			300,000.00	1,948.05	289,821.62	10,000.00	14,160.06	0.00	285,661.56	0.00	0.00	8,668.04		
Totals for Loans			1,743,349.37	11,108.73	941,415.66	110,000.00	219,818.95	-1.00	831,595.71	200,000.00	0.00	21,541.69		

Town of Union Local Development Corporation
 Available Funding for Loans - Community Development Block Grant & Urban Development Action Grant
 (Includes Program Income With Cash Balances in LDC Bank Accounts)
 As of the Date of: November 9, 21022

Loan Descriptions	Pre CDBG 2021-22	CDBG Year 2021-2022	Town UDAG	LbC UDAG	CDBG	Unreconciled Difference	Total
Community Development Program (CDBG)							
(with internal code)							
o Business Assistance (89-8668-2000)	\$405,304.67	\$162,117.99				(\$331,514.93)	\$235,907.73
o Central Business District (89-8668-2010)	40,034.82	963.90					40,998.72
o Emerging Market/ Entrepreneurial (89-8668-2018)	56,299.57	55,279.70					111,579.27
o Micro-Enterprise (89-8668-2019)	114,550.91	0.00					114,550.91
o Site Preparation (89-8668-4713)	41,749.58	0.00					41,749.58
Total Available for CDBG Loans	\$657,939.55	\$218,361.59	\$0.00	\$0.00	\$0.00	(\$331,514.93)	\$544,786.21

Note: Available Remaining From Prior CDBG Project Years = \$0.00
 Note: Available Received Through Loan Re-payments = \$544,786.21

Funds Available For Loans Within CDBG
 o Business Assistance - CDBG (97-0000-20040) \$544,786.21
Total Available for CDBG Loans \$544,786.21

Urban Development Action Grants (Town UDAG)							
o Business Assistance - LDC (97-0000-20151)			\$ -	\$ 472,791.94			\$ 472,791.94
o Commercial Facade - LDC (97-0000-20152)			0.00	177,127.82			177,127.82
o Revolving Loan Program - LDC (97-0000-20041)			-	1,488.43			1,488.43
o Miscellaneous Unspecified - LDC (97-0000-20150)			431,408.10	3,708.49			435,116.59

Total Funds Available for UDAG Loans \$ - \$ - \$ 431,408.10 \$ 655,116.68 \$ - \$ - \$ 1,086,524.78

Note: Town UDAG Account Is Savings General Ledger Account # 89-0000-2011; = \$431,408.10

Total Available for CDBG & UDAG Loans \$ 657,939.55 \$ 218,361.59 \$ 431,408.10 \$ 655,116.68 \$ - \$ (331,514.93) \$ 1,631,310.99

Less: Loans Committed							
o OM Shirdl Sal, LLC				\$100,000.00			\$ 100,000.00
o LBK Properties, LLC				100,000.00			100,000.00
Total Loans Committed				\$200,000.00			\$200,000.00

Total Available Loans Less Committed Funds \$657,939.55 \$218,361.59 \$431,408.10 \$455,116.68 (\$331,514.93) \$1,431,310.99

**TOWN OF UNION
LOCAL DEVELOPMENT CORPORATION
MEETING MINUTES
THURSDAY, SEPTEMBER 29, 2022**

DRAFT

SYNOPSIS OF MEETING

The Town of Union Local Development Corporation met for a special meeting on Thursday, September 29, 2022 in the Town of Union Board Meeting Room.

I. THE MEETING WAS CALLED TO ORDER AT 8:01 A.M.

MEMBERS PRESENT: Stephen Trichka, Diane Julian, Gary Leighton, James Peduto, Jeffrey L'Amoreaux, Timothy Strong

MEMBERS ABSENT: Mary O'Malley-Trumble

OTHERS PRESENT: Rosemarie Pope (LDC Board Attorney)
Richard Materese (Town Supervisor)
Scott Burto (Town ARPA Grant Coordinator)
Gina Middleton (Coughlin & Gerhart)

STAFF PRESENT: Joseph Moody (LDC Director), Robin Shimer (Admin. Asst.)

II. APPROVAL OF THE MINUTES

The Minutes of the regular LDC Board Meeting of September 22, 2022 were reviewed and approved, as written.

Motion: Tim Strong
Motion 2nd: Jeff L'Amoreaux
Motion: To approve the regular LDC Board Meeting Minutes of September 22, 2022, as written.
Vote: Motion approved [6 - Yes, 0 - No, 1 - Absent, 0 - Abstain]

III. PRESIDENT'S REMARKS

President Trichka advanced the discussion of the meeting's principal topic.

IV. DIRECTOR'S REMARKS

Director Moody offered opening remarks about the proposed Board action.

V. OLD BUSINESS

A. Mr. Moody presented the Draft 2021 American Rescue Plan Act (ARPA) funding agreement between the Town of Union and the Town of Union Local Development Corporation, as prepared by Counselor Pope. He noted Mr. Burto's ARPA work and asked him to share insight about the process for performing his Town and LDC duties as they relate to the funding agreement, a.k.a. the Agreement. Subsequent discussion established a principal meeting format of LDC Board questions and direct responses.

Mr. Trichka noted his forthcoming questions related primarily to Agreement structure. He cited Section 6.2 (Agreement Commencement, Completion, and Renewal) and its sentence "The LDC may use funds to reimburse itself for allowable costs of activities paid for or invoiced to the LDC as defined in the Scope of Work." He asked if the sentence meant the time Mr. Moody and Mr. Shimer spend on ARPA matters could or should be charged back to the Agreement. Or is that work outside of regular duties? Mr. Moody said he considers time spent on ARPA tasks to be within regular duties. Mr. Trichka said, with Ms. Julian's concurrence, such reimbursement would simply reduce the amount of money coming from the normal funds. Mr. Trichka noted the referenced sentence's use of the word "may," implying optional action.

Mr. Trichka referenced Section 7.2 (Internal Controls) and inquired if the LDC has accounting policies in place regarding that section. His question was based on the Agreement's citation of "written accounting procedures" as among LDC operational policies. Mr. Moody said the LDC does not have such procedures. Mr. Burto said the Agreement was likely referring to the LDC's normal accounting procedure for issuing grant payments, which occurs after the LDC Board's selection of grant recipients. Mr. Moody said a checks and balances process is in place whereby the Town Comptroller (i.e., Mr. Burto due to comptroller absence) will authorize, via recommendation to Mr. Moody, LDC reimbursement payments to recipients. No payments will be issued until Mr. Burto affirms ARPA guidelines have been met. Mr. Burto will report LDC grant payments to the Town Board and for Town records for its federal reports. Mr. Moody said Mr. Burto will continue to review ARPA funds after a comptroller is hired.

Mr. Leighton asked Mr. Burto if he would be recording his time for Town and LDC duties. Mr. Burto said he could do so if needed, although the Town is not requiring dual recordkeeping. Mr. Moody indicated it's his understanding that the Town is assuming full payment for work performed by Mr. Burto for the LDC with use of either Town and/or Broome County ARPA funds. The Board supported the Town's decision of not requiring separation recordkeeping (due to mutual benefit of Mr. Burto's services). Mr. Leighton asked if the LDC will receive the \$1.5 million funds all at once or as needed. Mr. Moody said the intent is to receive the funds as a whole and to place the funds in a newly created LDC checking account from which individual ARPA grant checks will be processed.

Mr. Trichka noted a possible overlap between Agreement Sections 7.3 (Monitoring) and 7.8 (Audits and Inspections). Counselor Pope said there may be overlap, which is not uncommon in agreements. She enhanced Section 7.8 so it now addresses a prior concern articulated by Mr. Peduto, and stipulates that all audits requested by the Town will be paid for by the Town. Mr. Moody noted Section 7.8's directive for an audit if the LDC spends more than \$750,000.00 from federal awards. He sought verification that the basis of the federally required audit is the LDC's receiving for disbursement the \$1.5 million of ARPA funds, and not LDC fiscal year expending of \$750,000.00. Mr. Burto affirmed Mr. Moody's understanding was correct. Also, Mr. Trichka asked about and Mr. Moody affirmed that quarterly reports will be provided to the Town as requested.

Mr. Trichka inquired about the extent of personal liability insurance coverage of LDC Board members. Mr. Moody affirmed there is existing coverage for the Board and the Director. However, the Agreement necessitates greater coverage that is additional to the LDC's current Philadelphia Insurance Companies policy. Counselor Pope has

discussed the topic with the Town Board, and the LDC will now be added to the Town's commercial and general liability policy (Section 11, Insurance). The enhanced LDC coverage is essential to the LDC's signing of agreements conveying county-held ARPA funds to the Town of Union and to the Town of Union LDC.

Mr. Trichka asked about the requirement status of LDC compliance with the Davis-Bacon Act. That federal law requires payment of local prevailing wages on federally funded or assisted contracts exceeding \$2,000.00 for the construction, alteration or repair of public buildings or public works. However, as affirmed by Mr. Moody and Mr. Burto, ARPA has received a waiver from Davis-Bacon requirements. The U.S. Treasury determined Davis-Bacon Act wage requirements are inapplicable to projects whose federal funding is comprised solely with ARPA Local Fiscal Recovery Funds.

Mr. Trichka referenced the Termination of Convenience Section 19.2 uniqueness of requiring both parties' consent to effect Town-desired termination. He asked if there are costs for which the LDC would be liable for damages, and noted in termination agreements usually the performing party gets to recover costs. He said it appears the LDC is not collecting costs separately and ultimately the dual consent is not harmful.

Mr. Peduto inquired about the Agreement's Section 2A, 13C. Mr. Peduto said he assumed the LDC is not collecting any indirect cost reimbursements. Mr. Moody said Mr. Peduto's assumption was correct. The only cost to grant applicants is a commitment fee, which is due to prior applicants' reversal of grant funding requests.

Mr. Peduto sought affirmation that the LDC will be permitted to acquire interest on the \$1.5 million checking account deposit. Mr. Moody said, the Town Board has taken such an approach with the ARPA funds it has received. Mr. Burto affirmed that interest-bearing account use is permitted.

Mr. L'Amoreaux inquired if earned interest could be used for marketing the LDC's ARPA programs. Discussion demonstrated LDC Board support of funding use for promotional purpose.

Mr. Strong inquired if the received ARPA funding could be split to maximize earnings. Mr. Moody said he would discuss the matter with M&T Bank following the initial checking account deposit of the grant funds.

Mr. Trichka asked Counselor Pope if there were any other aspects of the proposed Agreement for LDC Board review. Counselor Pope said the Town Attorney is nearing completion of his review. Mr. Moody sought the Board's timeframe preference for Agreement approval. He suggested the options of LDC Board approval at the October meeting or approval in form at the September 29th meeting (barring material changes in negotiations with the Town Board). The LDC Board preferred the second option.

Mr. Leighton asked about the status of need for competitive bidding. Mr. Moody said the LDC will encourage grant applicants to obtain several quotes for their projects, although multiple bids are unrequired. Also, although contractors may perform their own work the LDC can set its desired requirements.

After the completion of discussion, President Trichka requested a motion approving

in form, and barring any material changes in negotiations with the Town Board, the Draft 2021 American Rescue Plan Act (ARPA) funding agreement between the Town of Union and the Town of Union Local Development Corporation.

Motion: Jeff L'Amoreaux

2nd Motion: Jim Peduto

Motion: To approve as final the Draft 2021 American Rescue Plan Act (ARPA) funding agreement between the Town of Union and the Town of Union Local Development Corporation in form, barring any material changes in negotiations with the Town of Union Town Board.

Vote: Motion approved [6- Yes, 0 - No, 1 - Absent, 0 - Abstain]

Following the LDC Board's vote Counselor Pope received an e-mail message from the Town Attorney identifying only minor revisions to the adopted ARPA Agreement.

VI. NEW BUSINESS

VII. OTHER BUSINESS

- A. Mr. Moody updated the Board about the Village of Johnson City's Downtown Revitalization Initiative (DRI) pending October 13th presentation. Mr. Moody assisted the village with its DRI application and submittal to Empire State Development.
- B. Mr. Leighton inquired about existing performance guarantees for grant applicants. Mr. Moody said such guarantees are unrequired. While discussing potential recovery actions, Counselor Pope recommended using a note versus a type of contract. She said if a default occurs and the LDC needs to collect the money back, it would be easier to foreclose on a note than bring breach of performance action. She advised utilization of a business agreement and attaching a personal guarantee to the promissory note.
- C. Supervisor Materese inquired if the grant recipient agreements will include a deadline date for performance. Mr. Moody said funds will not be disbursed until projects are completed and agreements will have a deadline for project completion.

VIII. ADJOURNMENT

- A. President Trichka inquired if there were additional topics for the LDC Board members' consideration. Due to there being no other matters to come before the Board, he then requested a motion to adjourn the meeting.

Motion: Tim Strong

Motion 2nd: Jim Peduto

Motion: To adjourn the special LDC Board meeting of September 29, 2022.

Vote: Motion approved [6 - Yes, 0 - No, 1 - Absent, 0 - Abstain].

The meeting was adjourned at 8:30 a.m.

Respectfully submitted,

Joseph M. Moody
Director

RESOLUTION

At a regular meeting of the Town Board of the Town of Union, Broome County New York, duly called and held at the Town Office Building, 3111 East Main Street, Endwell, New York, on the 7th day of December, 2022, at 7:00 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Richard A. Materese
 Councilman Frank Bertoni
 Councilwoman Sandra C. Bauman
 Councilwoman Heather R. Staley

ABSENT: Councilman Thomas Augostini

The resolution set forth below was duly offered by Councilperson Bertoni, who moved its adoption and was seconded by Councilperson Bauman.

A vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: ALL
NAYS: NONE
ABSENT: Councilman Thomas Augostini

The Reslution was then declared adopted.



Leonard J. Perfetti,
Town Clerk

RESOLUTION:

WHEREAS, it has been recommended that the Town Board amend the contract with Gary Leighton to manage CDBG/LDC Bookkeeping Records for the Town of Union, from 100% payment from CDBG Funding to 80% CDBG Funding and 20% Town of Union Funding.

NOW, THEREFORE, IT IS

RESOLVED, that the Town Board hereby approves and authorizes the amendment to the contract with Gary Leighton to manage CDBG/LDC Bookkeeping Records for the Town of Union, from 100% payment from CDBG Funding to 80% CDBG Funding and 20% Town of Union Funding; and it is further

RESOLVED, that the Supervisor and such other employees are hereby authorized to take such additional and further action to implement this Resolution as may be necessary.

RESOLUTION

At a regular meeting of the Town Board of the Town of Union, Broome County New York, duly called and held at the Town Office Building, 3111 East Main Street, Endwell, New York, on the 2nd day of November, 2022, at 7:00 o'clock P.M. of said day, the following were:

PRESENT: Supervisor Richard A. Materese
 Councilman Thomas Augostini
 Councilman Frank Bertoni
 Councilwoman Heather R. Staley

ABSENT: Councilwoman Sandra C. Bauman

The resolution set forth below was duly offered by Councilperson Augostini, who moved its adoption and was seconded by Councilperson Bertoni.

A vote was then taken upon the Motion for the adoption of said Resolution, which resulted as follows:

AYES: ALL
NAYS: NONE
ABSENT: Councilwoman Sandra C. Bauman

The Resolution was then declared adopted.



Leonard J. Perfetti,
Town Clerk

RESOLUTION:

WHEREAS, it has been recommended that the Town Board authorize the Town to enter into an agreement with Gary Leighton, as an Independent Contractor, to provide Bookkeeping Services to the Town of Union related to the Town Local Development Corporation on the interim basis (52 weeks) at \$50.00 hour; and

WHEREAS, the anticipated need would be 5 hours a week, however, initially for the first few weeks the need would be 10-12 hours a week in order to get the LDC financials in order, with the total annual hours not exceed 275.

NOW, THEREFORE, IT IS

RESOLVED, that the Town Board hereby approves and authorizes the Town to enter into an agreement with Gary Leighton, as an Independent Contractor, to provide Bookkeeping Services to the Town of Union related to the Town Local Development Corporation on the interim basis (52 weeks) at \$50.00 hour as described above.

RESOLVED, that the Supervisor and such other employees are hereby authorized to take such additional and further action to implement this Resolution as may be necessary.

AGREEMENT

CA 2927D

This Agreement, made this ___ day of ___, by and between the County of Broome, a municipal corporation organized and existing under the laws of the State of New York and having offices at Edwin L. Crawford County Office Building, 60 Hawley Street, PO Box 1766, Binghamton NY 13902, and the Town of Union Local Development Corporation (hereinafter "Grantee"), having offices at 3111 East Main St, Endwell, NY 13760

WITNESSETH:

WHEREAS, Broome County has received funding through the American Rescue Plan Act, and

WHEREAS, Broome County wishes to use part of said funding to promote the economic development at 749 West Main Street Endwell, New York,

NOW, THEREFORE, the parties agree as follows:

1. Project Description:

The County will provide financial assistance to the Town of Union Local Development Corporation to promote the economic development at 749 West Main Street Endwell, New York.

2. Grant Amount:

The Grantee agrees to receive, and Broome County agrees to award grant funds not to exceed \$350,000.00 for this project.

3. Grant Term:

This grant will expire on December 31, 2022. Any funds not expended for the project shall be returned to Broome County. Broome County and The Grantee may agree in writing to extend the grant beyond December 31, 2022 to expend any funds remaining in the grant.

4. Reporting:

The Grantee understands that these grant funds were provided by the United States Government under the American Rescue Plan Act and that Broome County is required to provide documentation verifying that the funds were used for purposes permitted under the Act. The Grantee shall provide Broome County, at its request, with the following records and reports within the time period determined by Broome County:

- (a) a narrative and flow chart describing the internal controls of The Grantee for guaranteeing that the funds provided are properly used for the redevelopment

project at the Town of Union Local Development Corporation Broome County is authorized upon request to pull samples of vouchers and records to confirm that the funds are being used for proper grant purposes.

- (b) quarterly reports of expenditures made pursuant to this agreement including, but not limited to, number of vouchers issued, grant funds provided to the project developer, and copies of all documents and vouchers confirming the payments to the project developer and the project developer's use of funds for the redevelopment project at the Town of Union Local Development Corporation. Such reports shall include information on monthly expenditures as well as year to date expenditures.
- (c) an annual audit of the program expenditures prepared in compliance with generally accepted government accounting standards. If The Grantee is required to prepare a Single Audit, a copy of the Single Audit may be provided to Broome County in place of the program specific audit. This annual audit shall be paid for by Grantee.
- (d) if The Grantee expends more than \$750,000 of grant funds in any calendar year The Grantee shall retain an auditor at its expense to perform a Single Audit.
- (e) The Grantee shall be responsible for filing and complying with all required reporting requirements under the American Rescue Plan Act.

5. Insurance:

The Grantee agrees to provide to Broome County the required insurance described in Exhibit A attached hereto. The insurance shall be in a form and from companies acceptable to the County, and The Grantee shall deliver to Broome County certificates of insurance or provide other evidence acceptable to Broome County documenting compliance with this paragraph.

6. Hold Harmless:

The Grantee agrees to indemnify and defend Broome County and hold Broome County harmless from any claims against any and all of them involving or in any way arising out of this agreement.

7. Assignment:

The Grantee shall not assign or otherwise transfer any of its rights, duties, or obligations under this agreement without the prior written consent of Broome County.

8. Audit:

The Grantee agrees to actively participate, if requested, and without compensation in audits of the Broome County Local Development Corporation project by Broome County or the United States Government.

9. No Waiver:

No failure on the part of Broome County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Broome County of any rights hereunder preclude any other or future exercise thereof or the exercise of any other right.

10. Applicable Law:

This agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

11. Notice:

All notices permitted or required under this agreement shall be in writing and shall be deemed to be given when delivered personally or deposited in the mail, postage prepaid, certified mail addressed to The Grantee and Broome County at their respective addresses set forth above. Either party may change its address by notice similarly given.

12. Records:

The Grantee agrees to keep and maintain books, records and other documents relating to the receipt and disbursements of monies advanced by Broome County pursuant to this grant, and Broome County and the United States government shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of The Grantee until all issues arising from the grant agreement have been finally settled.

13. Recapture of Funds:

Broome County reserves the right to recapture grant funds in the event The Grantee fails to 1) comply with the terms of the agreement, 2) accept conditions imposed by Broome County at the direction of federal, state, or local agencies, or has any unexpended grant funds at the termination of this agreement. All funds shall be repaid to Broome County within 30 days of request but in no event later than December 31, 2023.

14. Cost of Court Expenses:

The Grantee agrees to pay reasonable attorney's fees, court costs and disbursements in the event Broome County takes legal action against The Grantee to enforce Broome County's rights under this agreement.

15. Public Information Disclosures:

The Grantee understands and agrees that some information furnished in connection with this grant involves the use of public funds and as such may be made public pursuant to statutes of the United States or the State of New York.

16. All Applicable Laws Incorporated by Reference:

Any and all provisions which are required by law or regulation to be included herein, which are not specifically referenced herein, shall nonetheless be deemed to be included in this agreement as if fully set forth herein.

17. Severability and Integration:

- a) All parties agree that should any provisions of this grant be determined to be invalid or unenforceable such determination shall not affect any or all of the other terms and provisions of this grant which shall continue in full force and effect.
- b) The internal paragraph headings are included for guidance only and shall not be construed to define the rights or obligations of the respective parties.
- c) This document, together with any affixed attachments, constitutes the entire agreement between the above-named parties. This agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, The Grantee and Broome County have executed this agreement as of the date first above written.

County of Broome

By: _____
JASON T. GARNAR
County Executive

Approved as to form
By: (JTG)
BROOME COUNTY
ATTORNEY'S OFFICE

Town of Union Local Development Corporation

By: _____

Intro No.

Date

Reviewed by
Co. Attorney

Date

8

12/28/2021

JS

12/20/21

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2021-535

Date Adopted 12/28/2021

Effective Date 01/03/2022

Sponsored by: Finance Committees

Seconded by: Hon. Scott D. Baker

**RESOLUTION AUTHORIZING AGREEMENTS WITH VARIOUS VENDORS AND AGENCIES
FOR FUNDS TO SUPPORT ECONOMIC DEVELOPMENT AND COMMUNITY PROJECTS IN
BROOME COUNTY**

WHEREAS, the County has received funding through the American Rescue Plan Act to address economic impacts from the COVID-19 pandemic and wishes to use a portion of this funding to promote economic development and community projects within Broome County, and

WHEREAS, it is also necessary to amend Resolutions 2021-282 and 2021-316 to revise the projects and agencies set forth in those resolutions, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the Port Crane Fire Department, 844 State Route 369, PO Box 130, Port Crane, NY 13883 in the amount of \$31,000 for the purchase of an emergency standby generator, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Food Bank of the Southern Tier, 388 Upper Oakwood Ave, Elmira, NY 14903 for funding in the amount of \$100,000 to support food pantries in school districts located in Broome County, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Outreach Ministries of the Southern Tier/Showers of Hope, 9 Leroy St., Binghamton, NY 13905 for funding in the amount of \$20,000 to support a food pantry in Broome County, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Southern Door Community Land Trust Inc., 133 Main Street, Binghamton, NY 13905 for funding in the amount of \$100,000 to support local housing improvements in Broome County, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Town of Union Local Development Corporation, 3111 East Main St. Endwell, NY 13760 for funding in the amount of \$350,000 to promote economic development at 745 West Main Street, Endicott New York which will enhance the area around the En-Jole Golf Course, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Southern Tier Community Center d/b/a Children's Home of Wyoming Conference for funding in the amount of \$150,000 for building infrastructure improvements at 1 Clubhouse Road, Endicott, NY 13760 which will support a child care program, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Friends of Kirkwood Community, Inc., PO Box 22, Kirkwood, NY 13795 for funding in the amount of \$25,000 for a handicap accessible playground, and be it

FURTHER RESOLVED, that this County Legislature authorizes an agreement with the Town of Vestal Fire District, 605 Vestal Parkway West, Vestal, NY 13850 for funding in the amount of \$90,000 for generators and associated electrical system upgrades to retrofit stations 1, 2 and 3, and be it

Intro No.

Date
Reviewed by
Co. Attorney

Date

8
12/28/2021

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2021-535

Date Adopted 12/28/2021

Effective Date 01/03/2022

FURTHER RESOLVED, that this County Legislature authorizes an amendment to Resolution 2021-282 to modify the use of funds by the Broome County Local Development Corporation as follows: \$250,000 for the restaurant program and \$250,000 for funding for a film office, and be it

FURTHER RESOLVED, that this County Legislature authorizes an amendment to Resolution 2021-316 to authorize that the agreement be with the Broome County Local Development Corporation, 5 College Drive, Binghamton, NY 13905 in place of the Broome County Industrial Development Agency, and be it

FURTHER RESOLVED, that Resolutions 2021-316 and 2021-282 to the extent consistent therewith shall remain in full force and effect, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget of \$37,000,061 by including revenue of \$37,000,061 AARPA revenue (5000993) and expenditure of \$7,000,000 for revenue replacement for the provision of government services public safety (salary full time 6001000) and \$30,000,061 for contracted services (60004255) and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the term of the grant agreement for the purpose of expending any unexpended funds, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby authorized to make any transfers of funds required within this grant budget provided that the employee head count is not increased, the County's contribution is not increased and the hourly rate or salary total for a position is not changed, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME)
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 28th day of December, 2021, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 29th day of December, 2021.

Date sent to County Executive December 29, 2021.

Approved

County Executive

Date 1/3, 2022

Clerk, County Legislature
County of Broome

Risk Management & Insurance Specifications

Project Description or Contract Number	Various grantees funding for various projects to promote economic development. CA 2927 thru CA 2927G
Date Issued	February 4, 2022
Vendor name ("Contractor")	Various entities within Broome County
County Department	Executive

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off) OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit

1. **The certificate face shall:**

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

2. **The Additional Insured & Certificate Holder should read:**

County of Broome
Attn: Office of Risk & Insurance Management
PO Box 1766
Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

AGREEMENT

CA 2927H

This Agreement, made this ___ day of ____, by and between the County of Broome, a municipal corporation organized and existing under the laws of the State of New York and having offices at Edwin L. Crawford County Office Building, 60 Hawley Street, PO Box 1766, Binghamton NY 13902, and the Town of Union Local Development Corporation (hereinafter "Grantee"), having offices at 3111 East Main St, Endwell, NY 13760

WITNESSETH:

WHEREAS, Broome County has received funding through the American Rescue Plan Act, and

WHEREAS, Broome County wishes to use part of said funding to promote the economic development of property located at 121-125 Washington Avenue, Endicott, New York with the construction of a multi-use building,

NOW, THEREFORE, the parties agree as follows:

1. Project Description:

The County will provide financial assistance to the Town of Union Local Development Corporation to promote the economic development at 121-125 Washington Avenue, Endicott, New York with the construction of a multi-use building.

2. Grant Amount:

The Grantee agrees to receive, and Broome County agrees to award grant funds not to exceed \$420,000.00 for this project.

3. Grant Term:

This grant will expire on December 31, 2022. Any funds not expended for the project shall be returned to Broome County. Broome County and The Grantee may agree in writing to extend the grant beyond December 31, 2022 to expend any funds remaining in the grant.

4. Reporting:

The Grantee understands that these grant funds were provided by the United States Government under the American Rescue Plan Act and that Broome County is required to provide documentation verifying that the funds were used for purposes permitted under the Act. The Grantee shall provide Broome County, at its request, with the following records and reports within the time period determined by Broome County:

- (a) a narrative and flow chart describing the internal controls of The Grantee for guaranteeing that the funds provided are properly used for the redevelopment project at the Town of Union Local Development Corporation. Broome County is authorized upon request to pull samples of vouchers and records to confirm that the funds are being used for proper grant purposes.
- (b) quarterly reports of expenditures made pursuant to this agreement including, but not limited to, number of vouchers issued, grant funds provided to the project developer, and copies of all documents and vouchers confirming the payments to the project developer and the project developer's use of funds for the redevelopment project at the Town of Union Local Development Corporation. Such reports shall include information on monthly expenditures as well as year to date expenditures.
- (c) an annual audit of the program expenditures prepared in compliance with generally accepted government accounting standards. If The Grantee is required to prepare a Single Audit, a copy of the Single Audit may be provided to Broome County in place of the program specific audit. This annual audit shall be paid for by Grantee.
- (d) if The Grantee expends more than \$750,000 of grant funds in any calendar year The Grantee shall retain an auditor at its expense to perform a Single Audit.
- (e) The Grantee shall be responsible for filing and complying with all required reporting requirements under the American Rescue Plan Act.

5. Insurance:

The Grantee agrees to provide to Broome County the required insurance described in Exhibit A attached hereto. The insurance shall be in a form and from companies acceptable to the County, and The Grantee shall deliver to Broome County certificates of insurance or provide other evidence acceptable to Broome County documenting compliance with this paragraph.

6. Hold Harmless:

The Grantee agrees to indemnify and defend Broome County and hold Broome County harmless from any claims against any and all of them involving or in any way arising out of this agreement.

7. Assignment:

The Grantee shall not assign or otherwise transfer any of its rights, duties, or obligations under this agreement without the prior written consent of Broome County.

8. Audit:

The Grantee agrees to actively participate, if requested, and without compensation in audits of the Broome County Local Development Corporation project by Broome County or the United States Government.

9. No Waiver:

No failure on the part of Broome County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Broome County of any rights hereunder preclude any other or future exercise thereof or the exercise of any other right.

10. Applicable Law:

This agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

11. Notice:

All notices permitted or required under this agreement shall be in writing and shall be deemed to be given when delivered personally or deposited in the mail, postage prepaid, certified mail addressed to The Grantee and Broome County at their respective addresses set forth above. Either party may change its address by notice similarly given.

12. Records:

The Grantee agrees to keep and maintain books, records and other documents relating to the receipt and disbursements of monies advanced by Broome County pursuant to this grant, and Broome County and the United States government shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of The Grantee until all issues arising from the grant agreement have been finally settled.

13. Recapture of Funds:

Broome County reserves the right to recapture grant funds in the event The Grantee fails to 1) comply with the terms of the agreement, 2) accept conditions imposed by Broome County at the direction of federal, state, or local agencies, or has any unexpended grant funds at the termination of this agreement. All funds shall be repaid to Broome County within 30 days of request but in no event later than December 31, 2023.

14. Cost of Court Expenses:

The Grantee agrees to pay reasonable attorney's fees, court costs and disbursements in the event Broome County takes legal action against The Grantee to enforce Broome County's rights under this agreement.

15. Public Information Disclosures:

The Grantee understands and agrees that some information furnished in connection with this grant involves the use of public funds and as such may be made public pursuant to statutes of the United States or the State of New York.

16. All Applicable Laws Incorporated by Reference:

Any and all provisions which are required by law or regulation to be included herein, which are not specifically referenced herein, shall nonetheless be deemed to be included in this agreement as if fully set forth herein.

17. Severability and Integration:

- a) All parties agree that should any provisions of this grant be determined to be invalid or unenforceable such determination shall not affect any or all of the other terms and provisions of this grant which shall continue in full force and effect.
- b) The internal paragraph headings are included for guidance only and shall not be construed to define the rights or obligations of the respective parties.
- c) This document, together with any affixed attachments, constitutes the entire agreement between the above-named parties. This agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, The Grantee and Broome County have executed this agreement as of the date first above written.

County of Broome

By: _____
JASON T. GARNAR
County Executive

Approved as to form
By: [Signature]
BROOME COUNTY
ATTORNEY'S OFFICE

Town of Union Local Development Corporation

By: _____

Risk Management & Insurance Specifications

Project Description or Contract Number	Various grantees funding for various projects to promote economic development. CA 2927 thru CA 2927G
Date Issued	February 4, 2022
Vendor name ("Contractor")	Various entities within Broome County
County Department	Executive

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off) OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit

1. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

2. The Additional Insured & Certificate Holder should read:

County of Broome
Attn: Office of Risk & Insurance Management
PO Box 1766
Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

intro No.

Date

Reviewed by
Cc. Attorney

Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2022-135

Date Adopted 03/17/2022

Effective Date 3/18/22

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Scott D. Baker

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTIONS 2021-282, 2021-316
AND 2021-535 PROVIDING FUNDS TO SUPPORT ECONOMIC DEVELOPMENT AND
COMMUNITY PROJECTS IN BROOME COUNTY**

WHEREAS, Broome County has received funding through the American Rescue Plan Act to address the economic impacts from the COVID-19 pandemic, and

WHEREAS, the County Legislature by Resolutions 2021-282, 2021-316 and 2021-535 has authorized agreements with various vendors and agencies to provide funds for economic development and community projects within Broome County, and

WHEREAS, the County has provided funding to the Town of Union Local Development Corporation to support economic development projects at 749 West Main Street and to promote housing and other development projects in the Town of Union, and

WHEREAS, the County has provided funding to the Broome County Local Development Corporation to support housing and other development projects within the County, and

WHEREAS, the Town of Union has agreed to provide ARPA funding for these projects in various amounts, and

WHEREAS, the Town of Union funding may require the County to reallocate a portion of the previously approved funding between these three projects, and

WHEREAS, the County Legislature wishes to provide flexibility to adjust the previously authorized funding between these three projects, now therefore be it

RESOLVED, that the County Legislature authorizes the County Executive to transfer County funding as necessary between the allocations authorized to the Town of Union Local Development Corporation and Broome County Local Development Corporation in Resolutions 2021-282, 2021-316 and 2021-535 to account for funding from the Town of Union for these projects, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME }
STATE OF NEW YORK }

I, the undersigned, Deputy Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 17th day of March, 2022, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 18th day of March, 2022.

Date sent to County Executive: March 18, 2022

Approved

County Executive

Date

3/18, 2022

Carol Hale

Deputy Clerk, County Legislature
County of Broome

AGREEMENT

CA 2927I

This Agreement, made this __ day of ____, by and between the County of Broome, a municipal corporation organized and existing under the laws of the State of New York and having offices at Edwin L. Crawford County Office Building, 60 Hawley Street, PO Box 1766, Binghamton NY 13902, and the Town of Union Local Development Corporation (hereinafter "Grantee"), having offices at 3111 East Main St, Endwell, NY 13760

WITNESSETH:

WHEREAS, Broome County has received funding through the American Rescue Plan Act, and

WHEREAS, Broome County wishes to use part of said funding to promote façade and parking lot improvements on Washington Avenue, Endicott, New York,

NOW, THEREFORE, the parties agree as follows:

1. Project Description:

The County will provide financial assistance to the Town of Union Local Development Corporation to promote façade and parking lot improvements on Washington Avenue, Endicott, New York.

2. Grant Amount:

The Grantee agrees to receive, and Broome County agrees to award grant funds not to exceed \$250,000.00 for this project.

3. Grant Term:

This grant will expire on December 31, 2022. Any funds not expended for the project shall be returned to Broome County. Broome County and The Grantee may agree in writing to extend the grant beyond December 31, 2022 to expend any funds remaining in the grant.

4. Reporting:

The Grantee understands that these grant funds were provided by the United States Government under the American Rescue Plan Act and that Broome County is required to provide documentation verifying that the funds were used for purposes permitted under the Act. The Grantee shall provide Broome County, at its request, with the following records and reports within the time period determined by Broome County:

- (a) a narrative and flow chart describing the internal controls of The Grantee for guaranteeing that the funds provided are properly used for the redevelopment

project at the Town of Union Local Development Corporation Broome County is authorized upon request to pull samples of vouchers and records to confirm that the funds are being used for proper grant purposes.

- (b) quarterly reports of expenditures made pursuant to this agreement including, but not limited to, number of vouchers issued, grant funds provided to the project developer, and copies of all documents and vouchers confirming the payments to the project developer and the project developer's use of funds for the redevelopment project at the Town of Union Local Development Corporation. Such reports shall include information on monthly expenditures as well as year to date expenditures.
- (c) an annual audit of the program expenditures prepared in compliance with generally accepted government accounting standards. If The Grantee is required to prepare a Single Audit, a copy of the Single Audit may be provided to Broome County in place of the program specific audit. This annual audit shall be paid for by Grantee.
- (d) if The Grantee expends more than \$750,000 of grant funds in any calendar year The Grantee shall retain an auditor at its expense to perform a Single Audit.
- (e) The Grantee shall be responsible for filing and complying with all required reporting requirements under the American Rescue Plan Act.

5. Insurance:

The Grantee agrees to provide to Broome County the required insurance described in Exhibit A attached hereto. The insurance shall be in a form and from companies acceptable to the County, and The Grantee shall deliver to Broome County certificates of insurance or provide other evidence acceptable to Broome County documenting compliance with this paragraph.

6. Hold Harmless:

The Grantee agrees to indemnify and defend Broome County and hold Broome County harmless from any claims against any and all of them involving or in any way arising out of this agreement.

7. Assignment:

The Grantee shall not assign or otherwise transfer any of its rights, duties, or obligations under this agreement without the prior written consent of Broome County.

8. Audit:

The Grantee agrees to actively participate, if requested, and without compensation in audits of the Broome County Local Development Corporation project by Broome County or the United States Government.

9. No Waiver:

No failure on the part of Broome County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Broome County of any rights hereunder preclude any other or future exercise thereof or the exercise of any other right.

10. Applicable Law:

This agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

11. Notice:

All notices permitted or required under this agreement shall be in writing and shall be deemed to be given when delivered personally or deposited in the mail, postage prepaid, certified mail addressed to The Grantee and Broome County at their respective addresses set forth above. Either party may change its address by notice similarly given.

12. Records:

The Grantee agrees to keep and maintain books, records and other documents relating to the receipt and disbursements of monies advanced by Broome County pursuant to this grant, and Broome County and the United States government shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of The Grantee until all issues arising from the grant agreement have been finally settled.

13. Recapture of Funds:

Broome County reserves the right to recapture grant funds in the event The Grantee fails to 1) comply with the terms of the agreement, 2) accept conditions imposed by Broome County at the direction of federal, state, or local agencies, or has any unexpended grant funds at the termination of this agreement. All funds shall be repaid to Broome County within 30 days of request but in no event later than December 31, 2023.

14. Cost of Court Expenses:

The Grantee agrees to pay reasonable attorney's fees, court costs and disbursements in the event Broome County takes legal action against The Grantee to enforce Broome County's rights under this agreement.

15. Public Information Disclosures:

The Grantee understands and agrees that some information furnished in connection with this grant involves the use of public funds and as such may be made public pursuant to statutes of the United States or the State of New York.

16. All Applicable Laws Incorporated by Reference:

Any and all provisions which are required by law or regulation to be included herein, which are not specifically referenced herein, shall nonetheless be deemed to be included in this agreement as if fully set forth herein.

17. Severability and Integration:

- a) All parties agree that should any provisions of this grant be determined to be invalid or unenforceable such determination shall not affect any or all of the other terms and provisions of this grant which shall continue in full force and effect.
- b) The internal paragraph headings are included for guidance only and shall not be construed to define the rights or obligations of the respective parties.
- c) This document, together with any affixed attachments, constitutes the entire agreement between the above-named parties. This agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, The Grantee and Broome County have executed this agreement as of the date first above written.

County of Broome

By: _____
JASON T. GARNAR
County Executive

Approved as to form
By: 10/1
BROOME COUNTY
ATTORNEY'S OFFICE

Town of Union Local Development Corporation

By: _____

Risk Management & Insurance Specifications

Project Description or Contract Number	Various grantees funding for various projects to promote economic development. CA 2927 thru CA 2927G
Date Issued	February 4, 2022
Vendor name ("Contractor")	Various entities within Broome County
County Department	Executive

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off) OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit

1. **The certificate face shall:**

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

2. **The Additional Insured & Certificate Holder should read:**

County of Broome
Attn: Office of Risk & Insurance Management
PO Box 1766
Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

Intro No.

Date

Reviewed by
Cn Attorney

Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2022-135

Date Adopted 03/17/2022

Effective Date 3/18/22

Sponsored by: Economic Development, Education & Culture and Finance Committees

Seconded by: Hon. Scott D. Baker

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTIONS 2021-282, 2021-316
AND 2021-535 PROVIDING FUNDS TO SUPPORT ECONOMIC DEVELOPMENT AND
COMMUNITY PROJECTS IN BROOME COUNTY**

WHEREAS, Broome County has received funding through the American Rescue Plan Act to address the economic impacts from the COVID-19 pandemic, and

WHEREAS, the County Legislature by Resolutions 2021-282, 2021-316 and 2021-535 has authorized agreements with various vendors and agencies to provide funds for economic development and community projects within Broome County, and

WHEREAS, the County has provided funding to the Town of Union Local Development Corporation to support economic development projects at 749 West Main Street and to promote housing and other development projects in the Town of Union, and

WHEREAS, the County has provided funding to the Broome County Local Development Corporation to support housing and other development projects within the County, and

WHEREAS, the Town of Union has agreed to provide ARPA funding for these projects in various amounts, and

WHEREAS, the Town of Union funding may require the County to reallocate a portion of the previously approved funding between these three projects, and

WHEREAS, the County Legislature wishes to provide flexibility to adjust the previously authorized funding between these three projects, now therefore be it

RESOLVED, that the County Legislature authorizes the County Executive to transfer County funding as necessary between the allocations authorized to the Town of Union Local Development Corporation and Broome County Local Development Corporation in Resolutions 2021-282, 2021-316 and 2021-535 to account for funding from the Town of Union for these projects, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

COUNTY OF BROOME }
STATE OF NEW YORK }

I, the undersigned, Deputy Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 17th day of March 2022, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 18th day of March 2022.

Date sent to County Executive: March 18, 2022

Approved

County Executive

Date

3/18, 2022

Carol Hale

Deputy Clerk, County Legislature
County of Broome

AGREEMENT

CA 2927M

This Agreement, made this ___ day of ____, by and between the County of Broome, a municipal corporation organized and existing under the laws of the State of New York and having offices at Edwin L. Crawford County Office Building, 60 Hawley Street, PO Box 1766, Binghamton NY 13902, and the Town of Union Local Development Corporation (hereinafter "Grantee"), having offices at 3111 East Main Street, Endwell, NY 13760.

WITNESSETH:

WHEREAS, Broome County has received funding through the American Rescue Plan Act, and

WHEREAS, Broome County wishes to use part of said funding to support revitalization of the former K-Mart Plaza in Endicott,

NOW, THEREFORE, the parties agree as follows:

1. Project Description:

The County will provide financial assistance to the Grantee to support revitalization of the former K-Mart Plaza in Endicott.

2. Grant Amount:

The Grantee agrees to receive, and Broome County agrees to award grant funds not to exceed \$1,000,000.00 for this project.

3. Grant Term:

This grant will expire on December 31, 2022. Any funds not expended for the project shall be returned to Broome County. Broome County and The Grantee may agree in writing to extend the grant beyond December 31, 2022 to expend any funds remaining in the grant.

4. Reporting:

The Grantee understands that these grant funds were provided by the United States Government under the American Rescue Plan Act and that Broome County is required to provide documentation verifying that the funds were used for purposes permitted under the Act. The Grantee shall provide Broome County, at its request, with the following records and reports within the time period determined by Broome County:

- (a) a narrative and flow chart describing the internal controls of The Grantee for guaranteeing that the funds provided are properly used to support the Project Description as set forth in Section 1 above.

- (b) Broome County is authorized upon request to pull samples of vouchers and records to confirm that the funds are being used for proper grant purposes.
- (c) quarterly reports of expenditures made pursuant to this agreement including, but not limited to, number of vouchers issued, grant funds provided to the Grantee, and copies of all documents and vouchers confirming the payments to the Grantee and the Grantee's use of funds for Grantee's Project. Such reports shall include information on monthly expenditures as well as year to date expenditures.
- (d) an annual audit of the program expenditures prepared in compliance with generally accepted government accounting standards. If The Grantee is required to prepare a Single Audit, a copy of the Single Audit may be provided to Broome County in place of the program specific audit. This annual audit shall be paid for by Grantee.
- (e) if The Grantee expends more than \$750,000 of grant funds in any calendar year The Grantee shall retain an auditor at its expense to perform a Single Audit.
- (f) The Grantee shall be responsible for filing and complying with all required reporting requirements under the American Rescue Plan Act.

5. Insurance:

The Grantee agrees to provide to Broome County the required insurance described in Exhibit A attached hereto. The insurance shall be in a form and from companies acceptable to the County, and The Grantee shall deliver to Broome County certificates of insurance or provide other evidence acceptable to Broome County documenting compliance with this paragraph.

6. Hold Harmless:

The Grantee agrees to indemnify and defend Broome County and hold Broome County harmless from any claims against any and all of them involving or in any way arising out of this agreement.

7. Assignment:

The Grantee shall not assign or otherwise transfer any of its rights, duties, or obligations under this agreement without the prior written consent of Broome County.

8. Audit:

The Grantee agrees to actively participate, if requested, and without compensation in audits of the Grantee's Project by Broome County or the United States Government.

9. No Waiver:

No failure on the part of Broome County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Broome County of any rights hereunder preclude any other or future exercise thereof or the exercise of any other right.

10. Applicable Law:

This agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York.

11. Notice:

All notices permitted or required under this agreement shall be in writing and shall be deemed to be given when delivered personally or deposited in the mail, postage prepaid, certified mail addressed to The Grantee and Broome County at their respective addresses set forth above. Either party may change its address by notice similarly given.

12. Records:

The Grantee agrees to keep and maintain books, records and other documents relating to the receipt and disbursements of monies advanced by Broome County pursuant to this grant, and Broome County and the United States government shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of The Grantee until all issues arising from the grant agreement have been finally settled.

13. Recapture of Funds:

Broome County reserves the right to recapture grant funds in the event The Grantee fails to 1) comply with the terms of the agreement, 2) accept conditions imposed by Broome County at the direction of federal, state, or local agencies, or has any unexpended grant funds at the termination of this agreement. All funds shall be repaid to Broome County within 30 days of request but in no event later than December 31, 2023.

14. Cost of Court Expenses:

The Grantee agrees to pay reasonable attorney's fees, court costs and disbursements in the event Broome County takes legal action against The Grantee to enforce Broome County's rights under this agreement.

15. Public Information Disclosures:

The Grantee understands and agrees that some information furnished in connection with this grant involves the use of public funds and as such may be made public pursuant to statutes of the United States or the State of New York.

16. All Applicable Laws Incorporated by Reference:

Any and all provisions which are required by law or regulation to be included herein, which are not specifically referenced herein, shall nonetheless be deemed to be included in this agreement as if fully set forth herein.

17. Severability and Integration:

- a) All parties agree that should any provisions of this grant be determined to be invalid or unenforceable such determination shall not affect any or all of the other terms and provisions of this grant which shall continue in full force and effect.
- b) The internal paragraph headings are included for guidance only and shall not be construed to define the rights or obligations of the respective parties.
- c) This document, together with any affixed attachments, constitutes the entire agreement between the above-named parties. This agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, The Grantee and Broome County have executed this agreement as of the date first above written.

County of Broome

By: _____
JASON T. GARNAR
County Executive

Town of Union Local Development Corp.

By: _____