

**ONONDAGA CIVIC DEVELOPMENT CORPORATION**  
**Regular Meeting Minutes**  
**December 19, 2019**

The Regular meeting of the Onondaga Civic Development Corporation was held on Thursday, December 19, 2019 at 333 West Washington Street, Syracuse, New York, 13202, in the large conference room on the 1st floor.

Matthew Marko called the meeting to order at 10:07 with the following:

**PRESENT:**

Matthew Marko  
Kimberly Townsend  
Michael LaFlair  
Gerald Albrigo  
Mitch Latimer

**ABSENT:**

James Jordan  
Alison Miller

**ALSO PRESENT:**

Robert M. Petrovich, President/CEO  
Genevieve A. Suits, Secretary  
Karen Doster, Recording Secretary  
Carolyn Evans Dean, Economic Development  
Calvin Weaver, Harris Beach

APPROVAL OF REGULAR MEETING MINUTES NOVEMBER 18, 2019

Kimberly Townsend stated that there is a spelling correction on the name Meega Wells.

Upon a motion by Michael LaFlair, seconded by Gerald Albrigo, the OCDC Board approved the regular meeting minutes of September 12, 2019. Motion was carried unanimously.

TREASURER'S REPORT

Carolyn Evans-Dean gave brief review of the Treasurer's Report for the month ending November 2019.

Robert Petrovich stated that we are carrying a \$12,500 obligation on the Growth Fund detail for a 2016 contract from Thompson and Johnson. He stated that the contract was never executed and we are going to clean that up and remove it from the detail at the closing of the year. He stated also

OCDC has an obligation to CenterState for last payment of \$125,000 but staff is in the midst of a conversation with them regarding certain things they have to do in order to access that payment.

Matthew Marko stated that it says 4<sup>th</sup> payment and it appears we capped the money. Robert Petrovich stated that the total amount was \$500,000 of which we have paid out \$375,000 and \$125,000 is the last installment.

Matthew Marko asked why the contract amount says \$250,000. Robert Petrovich stated that he does not know the answer to that and the contract amount should be \$500,000.

Mike LaFlair asked if there is language in the contracts that gives us flexibility to extend dates beyond what we agree too. Robert Petrovich stated that Thompson and Johnson never executed a contract so the contract doesn't exist except for the fact that we carry this place holder on our books.

Matthew Marko asked if a recipient leaves here with the presumption that we will be in touch or do they receive a letter it was approved. Genevieve Suits stated that there is a contractual obligation between our attorney and their attorney where they set up a contract. Robert Petrovich stated that they leave here with the understanding they were either granted or not granted funding, then there is follow up to execute a contract but the contract was never executed in this case.

Matthew Marko stated that there is no letter sent to the recipient saying their request for X amount was approved and they have 90 days to execute the contract. Robert Petrovich stated that typically they are present and hear the decision; if it is in the affirmative we move forward with the service agreement. He stated that with respect to CenterState there is a contract, it has lapsed and was extended at least twice. He stated there are a number of deliverables outstanding that need to be completed. Carolyn Evans-Dean stated that she has met with CenterState and essentially went over the deliverables that were in the agreement that had not been met or that we have not been provided documentation of. She stated that she has requested additional information and also received an update on some of the other things they had mentioned in the extension they were working on. She stated that she is now waiting for the actual documentation demonstrating they have done what they said they were going to do.

Robert Petrovich stated that his feeling with respect to the Board action is he would want to see all the required elements delivered in a form that makes sense before asking the Board to consider an

extension of the contract beyond where we are now. Mike LaFlair stated that he would like to see that as well.

Robert Petrovich asked if Mike LaFlair would like to see a report of where they are at today. Mike LaFlair stated that if they have to clean some stuff up there is no point in having them come in twice. Robert Petrovich stated that they have some substantial things to clean up.

Mike LaFlair asked if the work they still need to do is required to get the rest of the money or for the money already received. Carolyn Evans Dean stated both. She stated that in order to qualify for the entire \$500,000 everything must be completed. She stated that by the same token it just makes sense to make sure they are on track to meet those requirements before we send more funds.

Robert Petrovich stated that moving forward staff is going to do a better job making sure we have an identified time table of what was granted, and when an update is required so that this doesn't fall through the cracks and get lost. He stated that it is in development and will be brought forward at the next meeting.

Matthew Marko stated that in the past the Board has relied on staff to see those contracts through with the obligations being met and payments issued. He stated that the Board once it is approved has not revisited those as an obligation.

Mike LaFlair stated that it was discussed putting in language where if somebody got money within X amount of days there would be a follow up as to how the money was used. Robert Petrovich stated that is in the service contract.

Matthew Marko suggested building into the table the next point of contact date would be helpful because they are all different. Carolyn Evans Dean stated that staff is working on it and there is a table that lays out every grant made with reporting requirements. She stated that staff can follow up and check back with the entity letting them know we need a report so the Board knows the status.

Matthew Marko asked if staff got in touch with Thompson and Johnson and they decided not to move forward. Robert Petrovich stated that since 2016 Thompson and Johnson has come forward potentially with another project for the IDA but that has not moved forward either.

Matthew Marko stated that he just wanted to make sure before wiping out funds. Robert Petrovich stated that we don't have an agreement so he thinks they would have to come back and make another ask unless the Board feels differently about it. Mike LaFlair agreed and stated after 5 years they should come back in.

Matthew Marko stated that he is fine with that but we are making that determination. He stated that staff is saying wipe the funds by the end of this fiscal year. Robert Petrovich stated that it is an internal mechanism for staff to clean up the balance sheet. He stated we have nothing in writing with Thompson and Johnson but if the Board wants staff to send a letter, he will do that.

Matthew Marko asked if staff is trying to get this done in this fiscal year. Robert Petrovich stated yes.

Matthew Marko asked if the funds would be reclaimed. Robert Petrovich stated yes.

Matthew Marko stated that writing a letter and getting a response in a week is probably unlikely. Robert Petrovich stated probably unlikely. He stated that staff reached out to them on the IDA project a couple of times and have not received a response. Matthew Marko stated that if we reached out to them and they have been non responsive, he thinks it is fair we wipe away the funds.

Robert Petrovich that stated this is a matter of making the Board aware of this and no Board action is needed. He stated that it is more of an internal entry on our books.

Mike LaFlair suggested a letter be sent saying the contract was never executed from a 2016 agreement. Matthew Marko suggested adding we have reached out on multiple occasions and they have been non-responsive and therefore as of December 31, 2019 OCDC is taking the funds back and if they would like to reapply they are welcome to come before the Board again. Robert Petrovich stated that staff can draft that letter.

Matthew Marko stated that the Board should consider whether there really is a policy on this. He stated his opinion is not so much the timeframe but the interaction with staff and the recipient. He stated as long as somebody is engaged he has no problem with the timeline as long as it is reasonable and we have this discussion. He stated that when somebody is non responsive he thinks end of the fiscal year is a good time to make that change.

Robert Petrovich stated that he thinks it will be better managed when the spreadsheet is established to track when they were approved, when the agreement was executed, when they are required to come back before the Board to give a report update, when funds were disbursed and in what amount. Carolyn Evans-Dean stated that will definitely help and also if the Board does decide to set an actual deadline for when a contract needs to be executed then we can make sure to send out letters on a regular schedule.

Matthew Marko stated that we can talk more when the Board reviews the table and get a feel for it before setting a policy. He stated he is not necessarily in favor of establishing a policy if it is not necessary. He stated that if there is dialogue between entities that is more important than setting a time frame. Mike LaFlair stated that a consistent policy is important for protection because if something is not consistent there is an issue.

Robert Petrovich stated that staff will look at the application and perhaps there is a way to add “by submitting this application you agree to come under the service contract within 90 days and if not you will have to come back to the Board to reapply”.

Upon a motion by Mike LaFlair, seconded by Gerald Albrigo, the OCIDA Board approved the Treasurer’s Report for the month of November 2019. Motion was carried unanimously.

#### PAYMENT OF BILLS

Robert Petrovich gave a brief review of the Payment of Bills, Schedule #86.

Upon a motion by Kimberly Townsend, seconded by Mike LaFlair, the OCDC Board approved the Payment of Bills scheduled #86 with General Expenses being \$40,547.75. Motion was carried unanimously.

#### CONFLICT OF INTEREST

Conflict of Interest was circulated and there were no conflicts noted.

Matthew Marko welcomed Mitch Latimer and asked him to introduce himself. Mitch Latimer stated that he lives in Liverpool New York and is the Business Agent for the local Carpenter's Union #277. He stated he covers Onondaga County and Madison County.

LEMOYNE COLLEGE – REFINANCING OF 2010 and 2012 OCDC BONDS

Robert Petrovich stated that LeMoyne College came before the Board last month and presented the project they are undertaking; bond refinancing. He stated that the Board approved to move forward with the public hearing. He stated the public hearing was held.

Genevieve Suits stated that there were no comments and no one attended the public hearing.

Robert Petrovich stated that we are in a position to move forward with a resolution in support of the bond deal.

Gerald Albrigo asked if there are any more additional funds requested. Robert Petrovich stated no. He stated that he thinks there are two tranches on this project with each about \$20,000,000. He stated they may or may not do the 2<sup>nd</sup> tranche but if they do it cannot exceed \$40,000,000.

Mike LaFlair asked what the normal admin fee is that we charge. Robert Petrovich stated that typically it is 1% and on a refinance it can be ½ percent. He stated this particular situation we negotiated .375%. He stated that Paul Reichel, who is representing LeMoyne on behalf of his client requested the rate reduction.

Mike LaFlair asked Robert Petrovich if he is comfortable with the reduced fee. Robert Petrovich stated yes.

Upon a motion by Mike LaFlair, seconded by Kimberly Townsend, the OCDC Board approved a resolution adopting a final authorizing resolution for the LeMoyne College project. Matthew Marko abstained. Motion was carried unanimously.

## HANCOCK AIRPARK – SYRACUSE LABEL

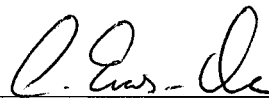
Robert Petrovich stated that this matter came in late yesterday and apologized for not getting it out sooner to the Board. He stated that the Hancock Airpark is owned by the County but OCDC is tasked with managing the park and as such we are engaged in the effort to sell the property. He stated that about a year ago there was a Board action to advance the sale to Syracuse Label who is presently at the Hancock Airpark and growing. He stated that at one time they wanted to acquire the property to the north all the way up to Taft Road which is Lot 1G1; about 4 acres. He stated that in addition they were interested in picking up Lot 1G3A which has a building on it occupied by CES. He stated there was discussion if they buy both parcels the price is X and if they buy one instead of the other the price is Y. He stated that over the last year this transaction was spent stuck in the mud. He stated that what has been agreed to now is acquiring Parcel B which is potentially around 2 acres. He stated that the agreed price per acre is \$27,500 and however this turns out that is what they will pay on a unit price basis. He stated that there were discussions about easement because originally Label was going to buy the entire parcel and then they decided they didn't want to buy the property with the drainage feature on it because there is no usable land there. He stated that they wanted to subdivide it and we wanted to be able to have an easement to access it. He stated that there was a lot of back and forth on the easement but they have come to an agreement to purchase parcel B and are not interested anymore in buying Lot 1GA. He stated that parenthetically we should be getting a purchase and sale agreement on that property from the tenant for \$150,000.

Mike LaFlair asked if the small strip between B and 1G3 will become one lot. Robert Petrovich stated that is to be determined. He stated that instead of the back and forth on the easement, what he decided to do is to say we need free and unfettered access back there in case we need to do repairs or maintenance. He stated that there was discussion on how the easement should be sized and at the end of the day Syracuse Label is going to buy the property for \$27,500 and in addition they are going to provide all the costs for surveying and subdivision. He stated that the deal is subject to our approval on how much land they are going to acquire such that we have sufficient access down that strip of land to get back in there. He stated that once he gets a draft survey he is going to sit down with WEP and DOT to see how much property is needed to get back there. He stated that originally they suggested coming off Taft Road and that is not doable. He stated the Board already approved this at the November 18, 2018 meeting and this is more of an FYI. He stated he has a signed contract back from Syracuse Label for parcel B. He stated that we are going to sell this parcel to Syracuse Label and we are going to retain the drainage feature with appropriate access. He stated that we will be selling lot 1G3A as soon as we get a contract in and he expects it in the next 3 days.

Matthew Marko stated that there has been a long standing interest in divesting ourselves in these properties over time by the Board to get these in the hands of the occupants the best we can so we can remove our liability, maintenance obligations and frankly distraction from our more important business. Robert Petrovich stated that with this we only have a couple lots left.

Matthew Marko stated that regardless of what happens it looks like we are going to own a wetland for a while. Robert Petrovich agreed. He stated that the Hancock Airpark has been a success. Matthew Marko stated that the results justify all the efforts the Board went through but we were bogged down by challenges so it is good to see they are in the hands of businesses that occupy them.

Upon a motion by Matthew Marko, seconded by Michael LaFlair, the meeting was adjourned at 10:45 am. Motion was carried unanimously.



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Carolyn Evans-Dean, Secretary