

**CENTRAL NEW YORK REGIONAL MARKET AUTHORITY**  
**REGULAR BOARD MEETING**  
**Tuesday, October 13<sup>th</sup>, 2020**  
**4:00 P.M.**

**PRESENT:** R. Daratt, K. Batman, A. Emmi, C. Pratt, M.E. Chesbro, J. Berenguer

**ZOOM:** J.A. Delaney, M. Mahar, M. Broccoli, M. Thurston

**ABSENT:** D. Ross, C. Nowak

**OTHERS:** B. Vitale, A. Vitale, R. Ristau, T. Palmer

The meeting was called to order at 4:00 PM by Board President: Chip Pratt.

**APPROVAL OF AGENDA**

Resolved; a motion was made by J.A. Delaney and seconded by A. Emmi to approve the agenda with the addition of a personnel committee presentation before the board discussion. All in favor; no one opposed; no abstentions.

**APPROVAL OF PRIOR MINUTES**

Resolved; a motion was made by J.A. Delaney and seconded by J. Berenguer to approve prior minutes. All in favor; no one opposed; no abstentions.

**AUDIT COMMITTEE - Keith Bateman**

K. Batman presented to the Board of Directors that the audit committee had met prior to the meeting of the full Board, to review the audit findings with Tom Palmer, our lead auditor with Dermody Burke and Brown, LLC (DDBLLC). The findings of the audit were very positive overall and the audit went very well. K. Batman then handed the table to Tom Palmer to discuss the findings of the audit. T. Palmer explained that the audit process was especially challenging this year, having to be done completely remote due to the circumstances surrounding COVID-19. However, even under these conditions, the audit went extremely smooth and well. T. Palmer was able to work easily with staff, and DDBLLC issued an unmodified opinion. T. Palmer explained that an unmodified opinion is always the goal and the best result that you can get. Overall, T. Palmer presented that the Market had a positive net income for the year even considering the effects of COVID-19 on the retail market. T. Palmer advised that if anyone would like to read into the audit for more information, that the best and easiest pages to read are pages 4-9. These pages are clear and easy to read, and they summarize all of the findings. T. Palmer asked if there were any questions, no questions were had.

Resolved; A motion was made by K.Batman and seconded by M. Mahar to approve the audit as presented. All in favor; no one opposed; no abstentions.

## **UPDATE ON NEW BUILDING**

B. Vitale presented to the Board of Directors that Authority was able to close on the purchase of the new building in September. It was a different kind of closing due to COVID-19, only our attorney, Amanda, and Chip were in the room for the closing. After the closing on the building, the two realtors both went out of town for a brief period so we have yet to get the keys. Both realtors are back in town and we are now waiting for contact back from previous owner so we can get keys. The next thing that the staff is working on is to get the lease nailed out with the previous owner of the building. They will be occupying a portion of the building as a tenant until at least the end of this fiscal year. Because of how the building purchase was negotiated, they will not pay rent until April 1st, 2021 and we will not pay on the mortgage until April 1st, 2021. In the lease there will also be a carry over portion which basically states a price for rent if they stay in the building past the date of March 31. Because of the kind of business the previous owner is in, he is looking for a new building but it will be a lengthy process for him to move. He holds several contracts with the federal government, and will be having to get approval from the federal government before moving. The position of the Market is one that there will be space in the building for him as a tenant as long as need be and we will negotiate a longer term lease if that is what needs to happen. In the meantime, for the other 20,000 square feet of the building, we have continued communication with Syracuse City Schools, and they are very excited to move forward. As soon as we have the keys we will have a meeting with them in the building. The next step is to look for funding for refrigerators and freezers, and determine if this funding will come from the school district or be something that we seek, but we will figure out whichever option is the most available and profitable. By the time we begin making payments for the mortgage of the buildings, the majority of the mortgage will be covered by the monthly rent paid by the previous owner. Overall, there is a really good outlook moving forward with this building.

## **UPDATE ON RUSSO DRAIN**

A. Vitale updated the Board of Directors on the status of this project. Since the board has not met in several months, and it was getting toward the snow season, C. Pratt made the executive decision to move forward with having a contract with Russo Produce to allow them to have a contractor repair the drain. A. Vitale worked with D. Mannion to create a contract between the Authority and Russo Produce. It is a very cut and dry contract which basically states that Russo is fully responsible for the execution, workmanship, and payment of the project. Then the Market will reimburse Russo through forgiveness of rent up to the full cost of the project, based on approval and acceptable completion of the project. We have hit a couple snags but are working with Russo produce to get everything done properly and stay on track.

## DISCUSSION OF VENDOR ISSUES

A.Vitale presented to the Board of Directors that C.Pratt had asked her to update everybody on the situation with the vendor whom the staff had to have arrested multiple times on the premises. A.Vitale updated the Board of Directors that his case had gone to court. The ADA in the case had tried on several occasions to get him to take a plea deal and just not come back to the Market. This individual has decided to self represent and is not accepting any kind of plea bargain. After discussions with the ADA it is looking like this case may move to trial. If so, A.Vitale, B.Vitale and the other deputies and staff involved will have to go to trial to present our case. The ADA seems to think this is a very cut and dry trespassing case, as the individual has multiple counts of trespassing and he was given clear notice that he was trespassed from the property.

A.Vitale presented to the Board of Directors that she has received a letter from a vendor who was asking to have fees waived for his license. A.Vitale read the letter aloud which stated that the vendors wife was under the care of hospice. Seeming as he was the primary caregiver he would be unable to attend the Market at this time.

Resolved; motion was made by R. Daratt and seconded by A. Emmi to allow hi license fee to be waived and hold his stall on future licenses if need be for the time being as requested in the letter. All in favor; no one opposed; no abstentions.

A.Vitale presented to the Board of Directors that she had received an email from another vendor who had several concerns about the Market, the doors being opened and other supposed issues caused by the COVID-19 pandemic. A.Vitale summarized this email to the Board of Directors. One of the claims made by the email was that if the doors remained open that the general liability insurance for this vendor would increase. A. Vitale looked into this and the insurance company was not able to verify any such instances that this may happen however, everyone agreed that currently nerves are high and everyone is concerned as to what is to come with COVID-19 and it may be helpful if we make some kind of statement that shows that the Market is working hard to make the best decisions to keep the Market functioning and safe.

Resolved; a motion was made by M.E Chesbro and seconded by J.A Delaney to close the overhead doors in all buildings as of November 7th, and to keep them closed unless the state otherwise mandates. All in favor; no one opposed; no abstentions.

A.Vitale updated the Board of Directors on a vendor issue that had come up several months prior. This individual requested that the Market refund his payment on his license for the Thursday Market this season. The individual had become irrational and aggressive towards multiple members of staff and refused to come to the Market. This issue was

discussed with the Board of Directors during the June meeting but was tabled. Since then, the vendor has come back to the office and has become more hostile and aggressive with out staff because no action had been taken. They have demanded that we address the issue again.

Resolved; a motion was made by J.A Delaney and seconded by R. Daratt to refuse any refund at this time.

A.Vitale and R. Ristau updated the Board of Directors on a daily vendor who had attended the Market one time and did not get along with her neighboring vendor. This vendor was not willing to work with the Market on a solution to the issue, though R. Ristau had tried several times to work with this individual on a resolution to the issue. The vendor is requesting a refund and has threatened to contact her attorney if she does not get her refund. This individual had only paid a daily fee and attended one time. The Market staff explained to the vendor that they apologized that she was unhappy but they recommended that if she did not like the way the stalls were set up, maybe it was best that she does not return.

After some discussion, Resolved; a motion was made by M.Thurston and seconded by M.E Chesbro to deny any refund in this situation. All in favor; no one opposed; no abstentions.

## **BOARD DISCUSSION**

A. Vitale presented that she had been contacted by onondaga County, and that they were interested in using the Market as a site to conduct their COVID testing. In the past, the county had used the Market facility as an inoculation site for the flu vaccine. At that time, the F-Shed had not been built yet. When the staff met with the contact from the county, they toured the F-Shed and determined that it would be a perfect location for their drive-through testing. The current hours of testing are Monday-Friday 9am-1pm, and would not interfere with our Market operations at all. They would be responsible for all of their own staffing, signing, cleaning, management, etc. Additionally, they would be liable for any incidents and insure the site. They would also assist with snow plowing in coordination with our plowing staff. As a staff, we felt that it was a great benefit to the community if we chose to work with them and provide this testing site to the community. In the past, we did not charge for the inoculation site, and that personally it is the goal of the Market to serve the community as a non-for profit public benefit corporation. The Board of Directors agreed that this was a positive for the Authority and that the Market should proceed with allowing the use of the facility for testing, given a sound contract be in place.

A. Vitale presented to the Board of Directors that the tenant is looking to rent warehouse space for Drink NY Craft. Was interested in moving forward after a short discussion the

Board of Directors determined the authority should move forward with a new lease under the same terms that has been discussed previously.

A. Vitale presented to the Board of Directors an idea that had been suggested by a vendor. In the holiday season, many of the vendors at the Market source a large portion of their income from special holiday events. Additionally, the Market usually profits from one of these events (the Buy Local Bash). However, since none of these events are allowed to happen this year, the idea was brought to the Market staff to hold a special market on Black Friday. After some discussion, it was agreed that the staff move forward with the planning of the market, and to allow vendors to stay set up overnight for the next day with no storage fee given a written agreement of no liability on the Market.

A. Vitale presented that the lease negotiation with M&T Bank was down to two terms. One being a contradiction in terms involving their self-insurance, and the other being a section that has been continually added back in to allow them to make changes up to \$50,000.00 without Market approval. At this time the Board determined that the Authority should stand firm in both areas, trying to move forward with the lease.

A. Vitale filled the Board of Directors in on a conversation that she had with a handful of vendors whom had shared concerns that they felt that by not promising a refund in the event of change in state mandates doors must be opened in the winter months, that the Market was using the vendors as an “insurance policy,” and taking advantage of the vendors. A. Vitale had explained to the vendors that the Market is doing everything in it’s power to keep doors closed and provide heat for the winter months, while simultaneously doing absolutely everything in our power to keep the Market open and safe for vendors, customers, and staff. Despite many efforts, the vendors seemed to still feel as though the Market was taking advantage. Upon further discussion, two recommendations made were that the Market should either guarantee and refund if the doors are mandated to open or to offer the Sunday license for free to Saturday vendors as had been offered and taken advantage of by these vendors in the previous season. After some discussion, it was determined that neither option was feasible. However, it was decided that the funds typically set aside for the annual vendor orientation meeting could be used to provide a vendor appreciation gift of some sort. The goal would be for this gesture to show vendors that they are appreciated and highly valued by the Market.

Resolved; a motion was made by M. Thurston and seconded by M. Mahar to reappropriate funds from the vendor orientation meeting to do some form of vendor appreciation at the discretion of the Executive Director. All in favor; no one opposed; no abstentions.

A. Vitale updated the Board of Directors on an opportunity for the Authority to acquire ownership of the freezer plant if ESD misses their window to renew their land lease. Byrne Dairy has contacted us to discuss options in this event. It is not likely that this will

come to fruition, but is a good thing to keep on our radar if it does.

A. Vitale discussed plans that had been made by the staff in order to operate safely in the Holiday Season without eliminating any vendor's and making sure everyone has a fair chance at a stall. The plan is to eliminate center stalls in A-Shed, eliminate half of the stalls in C-Shed, and create directional and possibly larger walk ways in the F-Shed in order to take advantage of the larger building and use the center stalls in there in order to fit everyone who has to be relocated from the A or C Sheds. Additionally, the staff would like to offer a little bit of extra space and a reduced rate to anyone willing to set up in the B-Line or the D-Shed for the Holiday Season. This would help alleviate some of the overflow in the buildings, and the vendors would benefit from volunteering to do so. These vendors would also have priority over daily vendors to move inside on days with inclement weather. After some discussion, everyone agreed that this sounded like the best plan to proceed with.

#### **NEXT MEETING**

The next meeting of the Board of Directors will be on April 14<sup>th</sup>, 2020 at 3:30 p.m.

#### **ADJOURNMENT**

Resolved; a motion was made by J.A. Delaney and seconded by M.E. Chesbro, to adjourn at 5:48 p.m. All in favor; no one opposed; no abstentions.

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Maria Mahar, Secretary