

**CENTRAL NEW YORK REGIONAL MARKET AUTHORITY  
QUARTERLY BOARD MEETING**

**Tuesday, June 14, 2022**

**6:00 PM**

**PRESENT:** Chip Pratt, Anthony Emmi, Larkin Podsiedlik, Randall Daratt, JoAnn Delaney,  
Maria Mahar, Marty Broccoli

**ZOOM:** Geoff Palmer, Tricia Kerr, Jose Berenguer

**ABSENT:** Danny Ross, John Musumeci

**OTHER IN PERSON:** Amanda Vitale, Ben Vitale

The meeting was called to order at: 6:11 PM by Board President, Chip Pratt.

**APPROVAL OF AGENDA:**

Resolved; a motion was made by J.A. Delaney, and seconded by M. Broccoli to approve the agenda. All in favor; no one opposed; no abstentions.

**APPROVAL OF PRIOR MINUTES 4/12/22 & 4/25/22:**

Resolved; a motion was made by: J.A. Delaney and seconded by A. Emmi to approve the prior minutes with the edit of updating the title of the 4/25/22 minutes to read “Special Meeting.” All in favor; no one opposed; no abstentions.

**APPOINTMENT OF COMMITTEES, ETHICS OFFICER, AFFIRMATIVE ACTION OFFICER, DATA ACCESS OFFICER, ETC**

Finance Officer: Randall Daratt

Ethics Officer: Marty Broccoli

Contract Officer: Amanda Vitale

Affirmative Action Officer: Jose Berenguer

Data Access Officer: Amanda Vitale

FOIL Appeals Officer: Chip Pratt

**Personnel/ Nominating**

Marty Broccoli- Chair  
Mary Ellen Chesbro  
Jose Berenguer  
Tricia Kerr

**Rules/ Facilities.  
Marketing/ Promotion**

Randall Daratt- Chair  
Jose Berenguer  
Anthony Emmi  
Mary Ellen Chesbro

**Finance/ Planning &  
Development**

Maria Mahar  
Randall Daratt- Chair  
Mary Ellen Chesbro

**Audit Committee**

Chip Pratt- Chair  
Maria Mahar  
Randall Daratt- Chair  
Anthony Emmi

**Governance Committee**

JoAnn Delaney- Chair  
Anthony Emmi  
Maria Mahar  
Jose Berenguer  
Tricia Kerr

**Ethics Committee**

Marty Broccoli- Chair  
Maria Mahar  
Tricia Kerr

**Executive Committee**

Chip Pratt  
Anthony Emmi  
Jose Berenguer  
Maria Mahar  
Randall Daratt  
JoAnn Delaney  
Geoff Palmer

Resolved; a motion was made by: J.A. Delaney and seconded by M. Broccoli, to approve the committees and officers as above, with the addition of Larkin Podosiedlik to the Finance Personnel Committees. All in favor; no one opposed; no abstentions.

**FOURTH QUARTERLY REPORTS:**

Am. Vitale presented that, the income reports for the final quarter, everything seems to be right on point with average historic totals. Am. Vitale reviewed the income and expense reports account by account to discuss any items that stood out, or that were complicated based on the status of COVID-19 and the status of operations and budgeting reflecting that. In addition, the state of the economy and current rate of inflation were reflected in some of the expenses as well. Notably, as the facility continues to age, there were several capital improvement projects that occurred throughout the duration of the fiscal year. Though capital improvements are paid out of capital reserve, and are not part of the annual budget, they are included in the Quarterly Report, and found in the expense accounts for Repairs to Buildings and Repairs to Grounds. They are included here for reference only. In turn, it appears, on the report,

that the Authority ended the year with a deficit of \$75,650.00. However, after deducting the \$78,445.29 in capital improvements, the Authority ended the year with an income of \$4,838.00. After some additional discussion;

Resolved; a motion was made by J.A. Delaney and seconded by J. Berenguer to approve the quarterly report and balance sheet as presented. All in favor; no one opposed; no abstentions.

## **AUDIT DISCUSSION**

A. Vitale presented that the Audit is in the final steps of review and formatting. T. Palmer is available to present their findings at an August meeting, due to conflicts during the scheduled dates of the June and July meetings.

## **TENANT AND VACANCY UPDATES**

### **Mediterranean Taste, Supermarket and Grill- proposal**

A. Vitale presented that this business was planning to assume the unit as is, buying all equipment from the prior owner. At that time, they wanted to sign a lease before the previous owner even vacated, but A. Vitale guided against it, in case something did not go as planned. As expected, the previous owner ended up gutting the unit and scrapping all of the equipment inside. This caused the prospective new tenant to think twice about the business opportunity, as they would now have to buy the equipment and outfit the space from the ground up. But, they are still interested and have submitted a business proposal. A. Vitale presented the business proposal. After some discussion, it was decided that the proposal was not fully agreeable for the Authority. At this time, it was decided that the staff continue to advertise to unit, continue discussions with the proposed tenant to see if a more agreeable proposal can be made, and also explore options and opportunities for a community kitchen install.

### **Buda Damages Summary**

A. Vitale presented that the attorney representing the business contacted the attorney for the Authority, requesting payment for their security deposit and for an outstanding token check. The following information was provided as to why payment will not be made. There was no further communication received.

<b>Buda Building Heating System Replacement</b>				<b>C &amp; S ENGINEERS, INC.</b> <b>OPINION OF PROBABLE CONSTRUCTION COST</b> <b>DATE: 5/10/22</b>			
<b>Mechanical</b>							
ITEM	QTY	UNIT	MATERIAL		LABOR		TOTAL COST
			P/UNIT	TOTAL	P/UNIT	TOTAL	
Provide Roof Penetration with Curb and Flashing/Water Tight Penetration	1	LS	\$3,000.00	\$3,000	\$5,500.00	\$5,500	\$8,500
Purchase and Install New RTU 800 CFM and 432 MBH Heating Capacity	1	EA	\$16,000.00	\$16,000	\$3,000.00	\$3,000	\$19,000
Provide Power to RTU	1	LS	\$1,300.00	\$1,300	\$2,600.00	\$2,600	\$3,900
Gas Service to RTU	1	LS	\$2,000.00	\$2,000	\$1,700.00	\$1,700	\$3,700
Thermostat and Control Wiring	1	LS	\$300.00	\$300	\$350.00	\$350	\$650
Repair Wall Penetrations at Three Locations	1	LS	\$800.00	\$800	\$1,600.00	\$1,600	\$2,400
<b>SUBTOTAL MECHANICAL</b>				\$23,400		\$14,750	\$38,150

TOTAL MECHANICAL CONSTRUCTION COSTS

\$38,150

<b>Security Deposit Held</b>	\$12,228.14		
<b>Token Check Held</b>	\$789.00		
<b>Outstanding Rent Owed</b>		\$6110.26	
<b>Expense to Repair Damages</b>		\$38,150.00	*Cost estimate from C&S Companies Included
	\$13017.14	\$44260.26	

### Market Diner Grease Trap

Am. Vitale presented that there was an issue, that the tenant at the Market Diner contacted management over. On the date of contact, the tenant found that their sewer was full and not allowing for proper drainage. After being instructed to bring in their own contractor to address the issue, the tenant refused and placed the burden on the Authority. Management contacted Aalco Septic and Sewer, Inc. who came the next business day to jet and pump the Diner’s grease trap and the entire sewer line. The findings upon pumping and cleaning the line, where that the sewer in question, services only the Market Diner and the vacant retail space that was previously rented

to Buda's Meats and produce. The line begins at the oversized, 2,000 gallon grease trap belonging to the Market Diner, wraps around the vacant retail building, and then ties into the sewer on Park Street. As depicted in the attached photos & sewer that were taken prior to jetting and pumping the line, the entire grease trap and sewer line was filled with aged solid state grease. As per the tenant's lease agreement, they are responsible for having their grease trap emptied and cleaned "in accordance with any and all applicable governmental regulations, no less frequently than once every three (3) months during the Initial Term, or any Renewal Term, of this Lease. Tenant shall provide Landlord with proof of compliance after each time the grease trap has been emptied and cleaned." The tenant had not been providing the Authority proof of regular cleaning, and upon request provided a bank statement showing withdrawals to Hahn's Septic on 11/27/2020, 6/25/2021, 1/18/2022, and 2/23/2022, and a letter from Hahn's Septic stating that the tenant "maintained a regular every 3-month cleaning schedule." After some discussion, it was determined that even if the tenant was having the trap cleaned every three months, that the lease states "every three (3) months," as a minimum. Based on the findings, it was not often enough to keep up with the grease being deposited into the line. As a result, and because the line services only that tenant, the tenant shall be held responsible to reimburse the Authority for costs incurred by to have the trap and line pumped and cleaned.

**AALCO Septic & Sewer, Inc.**  
 PO Box 6217  
 Syracuse, NY 13217  
 1-800-223-2256  
 www.callthetraindoctor.com

**ESTIMATE WORK ORDER**

DATE OF ORDER: 5-17-22  
 RECEIVED: 5-17-22  
 ESTIMATE: 5-17-22

ESTIMATE'S ORDER NO: 015-730-4920  
 MILEAGE: 12.00  
 TO: City Regional Market  
 FROM: 2100 Park St  
 CITY: Syracuse NY 13208

DESCRIPTION OF WORK:  
 1) Secure Call/Trip charge - \$75.00  
 2) Pump Grease Trp + overflow - \$1,425.00  
 3) Hydro Jetting @ \$250.00 per hour - \$750.00

Pumped 2500 Gallons of septic/grease  
 Grease Trp ties into sewer main  
 behind Diner. Hydro Jetted from manhole  
 to the street to open line. Rilled  
 bed grease and waste and gloves,  
 Hydro Jetted all lines up street to  
 the diner. Nothing inside. Hydro  
 Jetted Traps and cleanouts. Multiple  
 cleanouts base caps  
 stuck down in them.

TOTAL MATERIALS: 1950.00  
 TOTAL LABOR: 150.00  
 TOTAL AMOUNT: 2,100.00

DATE COMPLETED: 5/17/22  
 WORK ORDERED BY: [Signature]  
 ESTIMATE NO: 015-730-4920  
 ESTIMATE DATE: 5/17/22



Resolved; a motion was made by: J.A. Delaney and seconded by R. Daratt, to bill the Market Diner for the costs associated with pumping and cleaning their grease trap and sewer line. All in favor; no one opposed; no abstentions.

Resolved; a motion was made by: J.A. Delaney and seconded by A. Emmi, to move out of regular session and into executive session for discussion of lease negotiations. All in favor; no one opposed; no abstentions.

Resolved; a motion was made by L. Podsiedlik and seconded by A. Emmi, to move out of executive session and into regular session. All in favor; no one opposed; no abstentions.

### **Wendy's Land Lease Extension**

Resolved; a motion was made by R. Daratt and seconded by A. Emmi, to allow the Board President and Executive Director to negotiate an agreement for the extension of the Wendy's Lease with the tenant. All in favor; no one opposed; no abstentions.

## **BOARD DISCUSSION**

### **PARIS Audit**

A. Vitale presented the she had received contact from the ABO, looking for re-reporting back to 2016 as they did not like the way that one of our mortgages was reported and say it was reported in the wrong category, and that one year the wrong audit was uploaded. A. Vitale will be meeting with the Authority's auditing firm at the end of the week, to see if we can acquire a CPA from their firm to assist with the re-reporting as we do not currently have the time and resources in house for that kind of undertaking. Some of the corrections that they are requesting would require a board resolution to accompany the correction. Once this is reviewed with a CPA, we will have a better understanding to share what actually needs to be corrected and what resolutions are necessary.

### **City of Syracuse - FOIL Request, easement, rail ties**

A. Vitale presented that Hancock and Estabrook could not take our case to assist with the FOIL request and red easement with the City of Syracuse, because of conflict, due to individuals from the firm who work for the City of Syracuse. Recently, A. Vitale contacted and acquired a new attorney, Justin Miller out of Albany with Harris Beach. He specializes in municipalities and has a lot of knowledge in municipal law, ABO, PARIS, etc., and will be assisting the Authority with these requests. For those who were not aware, A. Vitale presented that the City of Syracuse FOILed all of the Authority's leases dating back to January 1, 1980. J. Miller requested information as to why they were requesting the leases in questions, so that he could help them narrow down and refine their request. (As the Authority's retention policy is 7 years, and then archive.) They would not share any reasoning behind the request, but said they would send an updated request. The Authority had not yet received the updated request.

### **Open Meetings Law**

Am. Vitale presented that the current guidance expires on June 14th, or if the disaster declaration is extended. Because of this, this may be the last time that the Authority will be able to offer remote meetings. If the board wants to continue this in any form, there will need to be a resolution written to allow virtual attendance from a non public location, a resolution would need to be put forth in an open public hearing that outlines the extraordinary circumstances that allow a member to join remotely from a non-public location, and it would need to be voted on and passed.

After some discussion, it was clarified that the disaster declaration was extended for another month, through July 14th. This should bring the Authority through to the next meeting, and in the meantime, A. Vitale will work with the attorney on what the Authority's options are moving forward. The main concern voiced, was that without the virtual option, it may be hard to have a quorum in attendance at future meetings.

### **D Shed Repairs**

Am. Vitale presented that the D Shed repairs were completed in a timely manner, a benefit to both the Authority and the vendors. The project came in under budget,

and the building was only down for one week of the Growers Season. The Authority had also already received the reimbursement check from the insurance company for the repairs.

### **NEXT MEETING(S)**

Audit/ Finance Committee: July 26th at 7:30 PM

Personnel Committee: June 29th at 2:00 PM

Governance Committee: June 23rd at 6:00 PM

July Regular Board Meeting: July 12th at 6:30 PM

### **ADJOURNMENT**

Resolved; a motion was made by: J.A. Delaney and seconded by L. Podsiedlik to adjourn at 8:33pm. all in favor; no one opposed; no abstentions.