

## CFLR BOARD OF DIRECTORS Meeting

April 28, 2020

12:00-1:00 p.m.

<b>Agenda Item</b>	<b>Objective</b>	<b>Who</b>	<b>Time</b>
<b>Opening Remarks</b>	Welcome and Introductions	B. Reese	12:00
<b>Staff Presentation</b>	Updates on CFLR	C. Sheets	12:05
<b>Consent Agenda</b>	<ul style="list-style-type: none"><li>• Minutes from previous meeting</li><li>• Committee Reports</li></ul>	B. Reese	12:20
<b>Finance/HR Report</b>	<ul style="list-style-type: none"><li>• Financial Statements &amp; minutes</li></ul>	T. Plizga	12:25
<b>Critical Issues</b>	<ul style="list-style-type: none"><li>• Event Fundraising options</li><li>• Vote updated By-Laws</li><li>• Vote new Board Member</li></ul>	T. Wiggins B. Reese B. Reese	12:35
<b>Next Steps/ Executive Session</b>	To review actions to be taken, by when and by whom	B. Reese	12:50
<b>Adjourn</b>	<b>Next Board Meeting –May 28, 2019</b>		12:00

**Center for Family Life and Recovery, Inc.  
Board of Directors Meeting**

**Date:** March 31, 2020

**Time:** 8am

**Attendance:** Cassandra Sheets, Terry Plizga, Kelly Walters, Brian Reese, Tom Reilly, Trevor Wiggins, David Wojnas, John Lachuert, Jill Gustin

**Excused:** Trevor Wiggins

Topic	Discussion	Resolution	Person Responsible/ Time Frame
<b>Opening Remarks</b>	Brian opened meeting 12:02pm		
<b>Consent Agenda</b>	Review of Consent Agenda (Accepted.) <ul style="list-style-type: none"> <li>- Minutes previous meeting</li> <li>- Committee Reports <ul style="list-style-type: none"> <li>o CEC</li> <li>o Governance</li> </ul> </li> </ul>	Motion to Accept: Kelly/Tom (all in favor)	
<b>Staff Presentation –</b>	Updates from Cassandra	Staff is up and virtual Recovery Center with Salvation Army and Opioid task force recovery team. Be able to get together and moving along. Survey to providers – county and community Narcan is going to be distributed to the community soon  Prevention is up and going – Will have a virtual ability too  EAP is very busy with Crisis and mobile movement. Fully taken over Liberty Resources for EAP	Cassandra

Respectfully submitted,  
*Tom Reilly*  
Board Secretary

Topic	Discussion	Resolution	Person Responsible/ Time Frame
	<p>State is looking to keep the funding going and state is saying they are going to keep helping – OASAS and OMH</p> <p>Brian – Moment of Sharing added to agenda Virtual</p> <p>Kelly spoke about Prevention working with Parkway Center to keep everyone up to date.</p> <p>David shared about the SBA information – You can apply for a loan, you can apply for a loan for payroll protection.</p>	<p>Virtual Recovery meetings – went well, they are going well per Tom</p> <p>NYS is continuing the funding, we aren't reimbursable. As of right now contracts are still paying and possible fees for service will make the cash flow harder to achieve. CFLR will apply for any loans if necessary. There is no objection from the board to do that.</p>	<p>Board Members discussion –</p> <p>Cassandra</p>
<p><b>Finance Report</b> (Brian spoke on behalf of Terry)</p>	<p>Richard and Cassandra are keeping up with the Auditors – Presentation for the board meeting will still be held as</p> <p>Funding Consideration for EAP companies that are struggling with payments. Businesses are reaching out to join, we are making it possible for additional sessions for laid off employees.</p>	<p>Audit is going well and plan has worked out for Audit to finish.</p> <p>Cassandra and Richard will be working on this.</p>	<p>Cassandra</p>
<p><b>Critical Issues</b></p>	<p>Discussed Virtual Campaign – obvious need for outreach in the community.</p>	<p>Motion to Accept Tom/John (all in favor)</p>	<p>Brian</p>

Respectfully submitted,  
*Tom Reilly*  
Board Secretary

Topic	Discussion	Resolution	Person Responsible/ Time Frame
	New Board Member – Sheila Cocurra will be coming on soon – Terry Mentor Mark Curley –Tom Mentor him Set up Virtual Board Orientation	Kelly/Tom (all in favor)	
<b>Adjourn</b>	Next meeting April 23rd ,2020 8am	Motion to adjourn Kelly/Tom (all in favor)	

Respectfully submitted,  
*Tom Reilly*  
Board Secretary



502 Court St., Suite 401  
Utica, NY 13502  
(315) 733-1709  
[www.whenthereshelpthereshope.com](http://www.whenthereshelpthereshope.com)

## **By Laws**

### Article I Name

Section 1. This organization shall be known as **Center for Family Life and Recovery. (CFLR)**

### Article II Objectives & Purposes

Section 1. Mission Statement: Center for Family Life and Recovery supports individuals struggling with addiction, mental health and behavioral issues by inspiring hope, providing help, promoting wellness and transforming lives.~~To transform the lives of individuals and families by providing help and hope through advocacy, prevention, counseling and training.~~

Section 2. Vision Statement: To be a leader in creating a world where people have the power to achieve and celebrate recovery.~~CFLR, Inc. will create a community mindset where individuals and families embrace sustained recovery from mental health, substance use and behavioral issues.~~

Section 3. Purposes:

- To provide services which promote and assist in the development of healthy family life.
- To provide services and resources that increase individual capacity for healthy living.
- To serve as a community resource and referral service to facilitate recovery from mental health, alcoholism, other drug addiction, and behavioral issues.
- To acquire property, real or personal, by purchase, lease, gift, contribution, legacy, devise or otherwise from individuals, firms, associations, corporations, institutions and foundations; to hold the same in trust or otherwise; to invest and reinvest the same; and to sell, lease, mortgage, use distribute and dispose of the same and any increase, income and dividends thereon as the purpose of the corporation shall require; all subject to such limitations as may be prescribed by law.

Article III  
Directors

Section 1. Center for Family Life and Recovery (CFLR) shall have its government vested in a Board of Directors who shall be community members who show special interest in the CFLR's goals and objectives and will be nominated by the present Directors. There shall be no less than eight or more than eighteen directors. Individual Directors shall be elected to serve a three-year term and may serve additional terms, after nomination, review and recommendation from the Nominating Committee. One-third of the members of the Board of Directors shall be elected annually on a rotating basis.

Section 2. The Directors shall manage the corporation in compliance with the New York State Not-For-Profit Corporation Law and shall discharge its responsibility for the overall governance of the corporation including without limitation, the framing of broad policy matters, the oversight of the salaried CEO, and maintaining the good financial health and stewardship of the organization in good faith and with the degree of diligence, care and skill which an ordinary prudent person would exercise under similar circumstances in like positions as set forth in greater detail at New York State Not-For-Profit Corporation Law.

Section 3. In the event that a duly elected Director dies, resigns, or is otherwise removed, his/her successor may be nominated and approved by a majority of the Board to fulfill the unexpired term. A Director may resign from the Board upon giving written notice to the President of the Board, said resignation to be effective on the date set forth in the notice.

Section 4. Each member of the Board of Directors shall be required to attend at least 80% of all meetings of the Board, any committees on which he/she serves and Board Continuing Education Programs. Any Director who fails to maintain sufficient attendance, without good cause acceptable to the Board, shall, upon the recommendation of the President and confirmation by a vote of two-thirds (2/3) of the Directors be dismissed from the Board of Directors.

Section 5. The members of the Board of Directors shall not receive compensation for their services.

Section 6. No member of the Board is authorized to represent any discussion or decision of the Board or to act as a representative of the Board unless authorized to do so.

Article IV  
Elections

Section 1. Any new Directors shall be nominated and approved by the present Board members at any duly called meeting of the Board of Directors by a majority of the votes cast until the last meeting of the fiscal year for terms to be determined by the Board.

Section 2. The Board of Directors shall elect from among its members a President, Vice President, Secretary and Treasurer to serve as the officers of CFLR and the Board of Directors. These officers and the immediate Past President, who still serves on the Board, shall serve as the Executive Committee of the Board.

Section 3. The officers shall be elected for a term of one year and require a majority vote of members of the Board. Officers shall serve until their successors are elected. No individual shall serve in the same office for more than three full consecutive terms, but any individual who shall have served three full consecutive terms in

the same office shall be eligible for re-election after an interval of one year. The Board of Directors may remove any officer whenever, in its judgment, the best interests of the corporation will be served thereby.

Section 4. Nominations, election and installation of Board members and officers shall take place yearly at the last meeting of the fiscal year.

Section 5. At the expiration of the term of office, by termination or otherwise, of any officer or Director, or standing or special committee member, he/she shall turn over to his/her successor all money, property, papers, records and books of the Board or committee that may be in his/her possession.

Section 6. Any vacancy occurring in any office before the last meeting of the fiscal year of the Corporation shall be filled by the Board of Directors at a regular meeting of the Board of Directors.

Section 7. The Board of Directors shall have power to appoint from time to time such additional officers as it considers necessary.

#### Article V Duties of Officers

Section 1. The President or designee shall preside at all Board of Director meetings of the Corporation, appoint all committees, as set forth in the Bylaws and transact such other business as may pertain to the office. The President shall appoint all committee chairs annually, and shall be an ex-officio member of all committees. The President shall be responsible for the management and function of the Board and for each and all of its officers and directors. It shall be the duty of the President and Executive Committee to execute the annual performance evaluation of the CEO.

Section 2. The Vice President, and in his/her absence, the Secretary, shall perform the duties of the charge to President in case of absence of that officer.

Section 3. The Secretary or Board designee shall keep an accurate and correct record of the proceedings of all meetings of the Corporation and Board of Directors and shall perform such other duties as may be incidental to his/her office, or assigned to him/her. Board contact information will be recorded with the Secretary annually and throughout the year if a contact change occurs.

Section 4. The Treasurer or Board designee shall be the Chief Financial Officer of the Corporation. He/she shall have the duty to keep or direct to be kept the full and accurate accounts of all receipts and disbursements of the Corporation and to obey the lawful orders of the Directors and Finance Committee, while respecting funds, property and accounts of the Corporation. The Treasurer shall not pay out or direct to be paid out any money, unless by order of the Board, or under such regulations or with such approval as the Audit/Finance Committee may prescribe. He/she shall report the condition of the treasury to the Directors at each board meeting. The Treasurer shall make an annual report of the Corporation and submit the books and records to the Board of Directors whenever required. The Treasurer shall cooperate with any independent auditors retained by the Board for the purpose of conducting audits of the accounts of the Corporation.

Section 5. The members of the Board of Directors shall at all times conduct the affairs of the organization in strict conformance with all applicable fiduciary and ethical standards. Each Director shall act in a manner consistent with the duty of undivided loyalty to the interests of the organization, the duty to maintain in confidence information concerning the affairs of the organization, the duty to avoid actual or apparent conflicts of interest, and the duty to maintain and advance the purposes of the organization., The Board shall adopt, review and amend as appropriate: the mission and vision of the organization, a Conflict of Interest Policy to

provide a formal mechanism for identifying and treating actual and apparent conflicts; and, procedures to ensure corporate compliance with laws, rules and regulations relating to the business of the corporation.

## Article VI CEO

Section 1. The Board of Directors shall appoint the CEO. The CEO is accountable to the board and responsible for:

- Developing, administrating and operating programs
- Managing finances within the general policies and budget adopted by the Board,
- Providing information and leadership to the Board in helping to keep alert to the changing community needs and modifying programs and policies.
- Attending all Board meetings and is an ex-officio member of all Board Committees.

Section 2. The CEO shall have the responsibilities for employment and separation of such staff as is provided for and consistent with the operating budget of the Corporation at any given time.

Section 3. The President and the Executive Committee shall review annually the job performance of the CEO, which includes the progress in meeting policies and goals of the Agency, the effectiveness of the services in carrying out the Corporation's purpose, and the management of personnel, finances, program, and operation of the Corporation in general.

## Article VII

### Duties of Committees

Section 1. Executive Committee- As set forth in Article III, Section 2, the Executive Committee shall be composed of the officers of the Board of Directors and the immediate past President, who still serves on the Board, with the current President acting as committee chair. The Executive Committee shall be responsible for:

- Having the general charge of the administration of the affairs and property of the Corporation between meetings of the Board.
- During the course of conducting the Corporation business and if quorum has not been established, the Executive Committee reserves the right to accept electronic communication in any form from a Board of Director to cast their own vote. The vote is accepted only if the entire Board responds in favor of the proposition. If the entire Board does not respond favorably the vote is presented at the next scheduled Board meeting or if time is an issue then a special meeting will be called. The Board of Directors cannot vote via means of proxy.
- Conducting the annual job performance of the CEO.

***The Executive Committee shall NOT take any action inconsistent with a prior act of the Board, alter these Bylaws, or take any action which has been reserved to the Board, unless specifically empowered to do so by the Board.***

Section 2. Governance/Human Resources Committee- Shall consist of at least three members of the Board of Directors and is responsible for:

- Developing and maintaining an outline of:
  - a. The General "skill-sets" desired on the Board;
  - b. The constituencies to be represented on the Board; and,
  - c. The duties, obligations and expectations of Board members.
- Reviewing potential candidates to serve as Directors,



- Proposing Directors for election/re-election one month prior to the last meeting of the fiscal year.
- Proposing Directors for replacement at a meeting agreed to by the Board of Directors
- Proposing a slate of officers for election at the last meeting of the fiscal year. The slate of nominees for the Board of Directors shall be sent to the Board of Directors at least twenty (20) days prior to the last meeting of the fiscal year. Additional nominations for Directors or Officers shall only be considered, provided they are made, in writing, by a minimum of three (3) Directors, and are received at the offices of the Corporation at least two (2) days prior to the last meeting of the fiscal year.
- Planning and preparing the annual strategic plan for review and up-date.
- Providing recommendations for up-dates of the strategic plan to the full Board for approval.
- Exercising such other power and authority as may be delegated to it by the Board of Directors.
  - a.
    - Studying the policies related to human resources, including salary and benefit reviews, and the level of corporation subsidy for benefits.
    - Providing consultation to the CEO on personnel practices, human resource planning, and fringe benefits.
    - Making recommendations to the Board concerning personnel policies and salary ranges.

Section 3. Audit/Finance Committee shall consist of at least three members of the Board of Directors, one of whom shall be the Treasurer. The Audit/Finance Committee shall have responsibility for:

- Reviewing and recommending the annual budget for the Corporation.
- Selecting and periodically evaluating the Audit Firm and Investment Manager
- Making recommendations for the management of the Corporation's invested funds.
- Reviewing the financial condition and performance of the Corporation at least quarterly.

Section 4 Community Engagement Committee - Shall consist of at least three members of the Board of Directors. This committee shall plan provide oversight of the programs, activities, communications and strategies that support the development and implementation of a comprehensive external relations program, serve as public advocates for the advancement of the organization and provide philanthropic leadership in support of the mission of the organization. The committee is responsible to:

- Attend and participate in on-site and off-site events of the organization;
- Host special functions for donors, friends and/or prospective donors of the organization;
- Serve as cultivators, door-openers and askers for prospective donors, for all the organization's priorities;
- Participate philanthropically in all the organizations priorities, including Unrestricted Annual Fund support;
- Establish and maintain relationships with representatives from local, state and federal entities:
  - build relationships with targeted/identified individuals;
  - set-up appointments and open doors on behalf of the organization;
- Establish political ties with representatives in Herkimer and Oneida County; convey information about organization to known & unknown contacts and entities.

Section 5. Special Committees- There may be such special or ad hoc committees as the Board may, from time to time, establish for the discharge of particular duties, composed of staff members, Board members and community members when indicated. Additional subcommittees of the standing committees may be established

and discontinued by the Chairperson and shall forward their reports and recommendations for action and approval to the Board. At least one Board member will sit on such committees and act as chairperson.

Article VIII  
Meetings

Section 1. Regular meetings of the Board of Directors shall be held at least (6) times per calendar year, unless voted on by the Board of Directors:

Section 2. The Board of Directors shall use the  $\frac{1}{2}$  plus 1 formula (*i.e. a quorum for 10 board members will be  $5+1=6$* ) to constitute a quorum for the transaction of business. Directors may be present at Board Meetings and Executive Committee Meetings, physically or electronically, by teleconference, video conference, Web-Cam, Skype or any other similar technology that will allow all directors to interact freely and simultaneously in the discussion and deliberation upon which the Board's actions and decisions are based.

Section 3. Special meetings of the Board may be held at the call of any three of the following: President, Vice President, Secretary, Treasurer, at the request of seven members of the Board of Directors, setting forth the objectives of the meeting.

Article IX  
Finances

Section 1. All money acquired by the Corporation, Directors of the Board, or the Finance and Budget Committee for shall be signed, endorsed for collection or deposit in such manner as shall be determined by the Board of Directors.

Section 2. The fiscal year shall be January 1 to December 31.

Section 3. The financial records of the Corporation shall be audited annually by a professionally qualified independent, certified public accountant who is neither an employee of the Corporation nor a member of the Board of Directors. Copies of the audit shall be available to the Board of Directors.

Section 4. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a Resolution of the Board of Directors.

Section 5. Accounting of the Corporation's finances shall be done on the accrual basis.

Section 6. Such officers and employees as may be designated by the Board of Directors shall be bonded and in such amount as may be determined by the Board of Directors.

Article X  
Incorporation

Section 1. Center for Family Life and Recovery shall maintain a corporate status as defined under the Laws of New York State for not-for-profit corporations.

Article XI  
Books and Records

Section 1. The Corporation shall keep correct, complete and up-to-date books and records and shall also keep minutes of meetings of its Board and Committees. Said records may be in written form or in any form capable of being converted to written form within a reasonable time.

Section 2. Access to personnel records may be approved by the CEO and will be restricted according to law.

Section 3. The records of the Corporation may be inspected by the Board of Directors for any proper purpose during business hours with appropriate advance notice.

Section 4. Requests for access to Corporation records by outside parties will be considered on an individual basis pursuant to law.

Article XII  
Amendments

Section 1. These Bylaws may be amended by a majority vote of those present, and consisting of at least the number required for a quorum as set forth in Article VIII, Section 2., at any duly called meeting of the Board of Directors, provided that notice and a copy of any proposed amendment shall be furnished to the members of the Board for review at least one week in advance of such meeting.

Article XIII  
Non-Discrimination

Section 1. The members, officers, directors, committee members, employees and persons served by this Corporation shall be selected entirely on a non-discriminatory basis with respect to all classifications protected by New York State and Federal Law.

Article XIV  
Indemnification

Section 1. The officers and directors of the Corporation shall be indemnified from liability and expense incurred by them in accordance with the provisions of Article VII of the New York State Not-For-Profit Corporation Law.

Section 2. The Corporation shall purchase and maintain Directors and Officers Insurance to cover the costs of such indemnification.

ARTICLE XV  
Conflict of Interest

Section 1. Reporting Requirements Any director, officer, key employee, or committee member having an existing or potential interest in a contract or other transaction presented to the Board of Directors or a committee thereof for deliberation, authorization, approval, or ratification, or any such person who reasonably believes that such an interest exists in another such person, shall make a prompt, full and frank disclosure of the interest to the Board or committee prior to its acting on such contract or transaction which might reasonably be construed to be adverse to the Corporation's best interest.

Section 2. Conflict Determination and Restrictions the body to which such disclosure is made shall determine, by majority vote, whether the disclosure shows that the non-voting and non-participation provisions below must be observed. If so, such person shall not vote on, nor use his/her personal influence on, nor participate (other than to present factual information or to respond to questions) in the discussion or deliberations in respect to, such contract or transaction. Such person may not be counted in determining the existence of a quorum at any meeting where the contract or transaction under discussion is being voted on. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation, and whether a quorum was present.

Section 3. Conflict Policies the Board shall adopt conflict of interest policies requiring:

- a) Regular annual statements from directors, officers, and key employees that disclose existing and potential conflict of interest.
- b) Corrective and disciplinary action with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an interest in a contract or other transaction if he/she or a family member is the party ( or one of the parties) contracting or dealing with the corporation, or if he/she is a director or officer of or a family member of, or has significant financial influential interest in, the entity contracting or dealing with the Corporation, or if he or a family member is otherwise reasonably likely to gain a significant financial or other personal benefit if the contract or transaction is approved.

ARTICLE XVI  
Harassment

The Corporation shall maintain an environment free from unlawful harassment based on gender, race, color, religion, national origin, ancestry, age, marital status, sexual orientation, pregnancy, physical or mental disability, citizenship, veteran status, gender expression and/or identity, or any other class protected by Federal, State or local laws.

Article XVIII  
Dissolution

Section 1. The property of this Corporation is irrevocably dedicated to not-for-profit purposes and upon liquidation, dissolution or abandonment of the owner, after providing for the debts and obligations thereof, the remaining assets will not inure to the benefit of any private person but will be distributed to a non-profit fund, foundation or corporation, located in New York State, which is organized and operated exclusively for not-for-profit purposes and which has established its tax exempt status under Section 501 (c) (3) and 509 (a)(1)(2) or (3) of the Internal Revenue Code of 1954.



**Center for Family Life and Recovery, Inc.  
CEC/ Fund Development meeting**

**Date:** 4/23/2020

**Time:-** 1:00pm

**Attendance:** Heather, Cassandra, Trevor, Paul

**Excused:** Kelly and Tom

Topic	Discussion	Resolution	Person Responsible/ Time Frame
<b>Discuss Virtual Event</b>	<p>Discussed a Virtual Breakfast and viewing party            Going over ideas to have one main event on August 31<sup>st</sup> possibly an afternoon luncheon followed by 9 holes of golf and then lighting of luminary bags for the light of hope.</p> <p>Could have Scott from Harts Hill provide food and do some type of monies gift toward Shawn.</p>	<p>Will talk with the board to find out what they think on a one day event combination.</p> <p>Scott from Woodgate Pines has us in at September 20<sup>th</sup> at this time.</p> <p>Trevor and Paul will come up with a list of golf courses.</p> <p>Go back to normal next year</p>	
<b>Next meeting</b>	<b>To Be Decided</b>		

## **Center for Family Life and Recovery**

Thought is to combine the breakfast, golf tournament and light of hope event.

**Keep the theme:** Our Stories, Our Journeys, Our Hope

Goal: raise mission awareness and money for mission

**Dates:** 8/31 (Monday) – have a lunch and tee-off after lunch (9 holes) – end late afternoon – early evening with lights of hope (overdose awareness)

### **Offer a 23- minute program- at lunch**

Welcome – County Executive – 5 minutes

Video presentation – Our stories, our journeys, our hope – stories of success and recovery – some that we are making now during COVID and can do some photos and then some stories that we were planning to record prior to COVID. Do it professional. Make commercials from this video. – 15 minutes

Closing – Cassandra or a Board Member – 5 minutes- golf

Thoughts – leading up to the event we can do a bunch of virtual things to get people and sponsors interested

Virtually award the amethyst and advocacy award – then do a celebration of them at the event

We can still do baskets and virtually raffle them online?

For virtual stuff : <https://www.soapboxengage.com/blog/1863-virtual-fundraising-ideas> - they have a app products that may be worth looking into

CFLR also has a fundraising platform that we can use – Heather can help us with this

**Center for Family Life and Recovery- Another option is to have all 3 events and do the breakfast virtually (see below on thoughts for the breakfast)**

**Or**

**Do a virtual breakfast and combine golf and overdose awareness event**

Below is a summary of thoughts for the breakfast and list of ideas and to – do's

**Virtual Breakfast Event:** Our Stories, Our Journeys, Our Hope

Goal is to be unique- get lots of viewing parties – pay per person or sponsor – raise awareness and money.

Looking to pick or we can offer it twice -

**Dates:** June 2

June 9

**Time:** 8:37am

9:37am

**Event Details:** CFLR would have breakfast (light) delivered to sponsors and have sponsors do pictures of a viewing party so we can celebrate it. Offer agencies that have paid for the event to do a viewing party and the best pictures win a prize.

**Offer a 23- minute program**

Welcome – County Executive – 5 minutes

Video presentation – Our stories, our journeys, our hope – stories of success and recovery – some that we are making now during COVID and can do some photos and then some stories that we were planning to record prior to COVID. Do it professional. Make commercials from this video. – 15 minutes

Closing – Cassandra or a Board Member – 5 minutes

Thoughts – leading up to the event we do virtual booths for the Agencies that purchased booths – show case them.

After the event or at calculated times – virtually award the Amethyst and advocacy award – virtual prize patrol – celebrate and give them breakfast

We can still do baskets and virtually raffle them online? Deliver to the winner after the event?



<https://www.soapboxengage.com/blog/1863-virtual-fundraising-ideas> - they have a app products that may be worth looking into

CFLR also has a fundraising platform that we can use – Heather can help us with this

**CFLR, Inc.**  
**Center for Family Life and Recovery, Inc.**

**Conflict of Interest Disclosure Form**

Date: 3/30/20

Name: Sheila J. Cuccaro

Position being currently sought: Board Member

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Center for Family and Recovery, Inc. (CFLR, Inc.) and your personal interests, financial or otherwise:

I have no conflict of interest to report

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. Community Foundation Board Member
2. Edge Board Member
3. Excellas Blue Cross Blue Shield Board Member  
Rising Phoenix Holding Corp, Executive Chair

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of the Center for Family Life and Recovery, Inc. (CFLR, Inc.)

Signature: Sheila J. Cuccaro

Date: 3/30/20

RECEIVED APR 06 2020 *MR*

**Personal Information (optional)**

Birthdate:	4/1/45
Hobbies/Special Talents:	Sewing, Gardening, Grandchildren home improvement
Personal/Professional Interests:	Social Welfare issues

**Summary of Experience:**

Job Experience (please attach your resume, if it's available):
Max Detraglia, Max & Sullivan, MD, PC Practice administrator 20yrs.
Basloc, Levin & Cuccero, Human Resource Mgr.
Leo P. Sullivan, M.D. Practice Mgr.
Education:
B.S. Business Administration S.U.N.Y.
Professional Skills:
Accounting, Human Resource Management Medical Practice Management
Volunteer/Board Experience:
Utica Public Library
Camrine Working Companions (dissolved)
Memberships and Associations:
No Professional -
Personal - Southern Poverty Law, Planned Parenthood
Human Rights League, AChU, NOW White Lake Shores



*CFLR, Inc. Office*  
 502 Court St. Suite 401  
 Utica, NY 13502

*whenthereshelpthereshope.com*  
 Phone: (315) 733-1709  
 Fax: (315) 733-1789

**Directions to Prospective Board Member:** Please complete this form as soon as possible and return it to:

Attn: Board Governance Committee	
502 Court Street Suite 401	
Utica, NY 13502	
Date:	3/30/20
Referred by:	Terry Plizga

**Contact Information (Home):**

Name:	Sheila J. Cuccaro
Address:	2230 Douglas Crescent, Utica, NY
Phone:	(H) 315 724-946 (C) 315-794-6969 13501
Fax:	-
E-mail:	scuccaro@rphc.com

**Contact Information (Work):** Retired

Company:	
Address:	
Phone:	
Fax:	
E-mail:	
Your Title:	
Assistant's Name:	

Where would you prefer to receive our materials?

Home  Work

Please help us learn more about you:

How did you hear about our organization?

Had prior experience as Human Resource Mgr. with group.

What do you know about our organization?

CFLR provides professional <sup>guidance</sup> on a multitude of issues associated w/ mental health & addiction

Do you know anyone currently working or volunteering for our organization? If so, please provide name(s).

Terry Pilzga

What resources can you make available to our organization? (Examples: photography skills, contacts with potential corporate donors, Internet access, etc.)

I'm a worker and very organized. I can learn any skill. I do not like contacting individuals for money!

Why do you want to join our organization's board of directors?

I have a life long interest in social welfare issues, CFLR provides needed resources for clients. Helping the cause would be rewarding for me.

Why do you think you would you make a good board member for our organization?

I'm committed to bettering my fellow man and CFLR offers that opportunity.

What would you need from our organization to help you fulfill your duties as a board member?

A sense of accomplishment in helping move the organization forward

Please provide any additional information:

Form Adapted *Non-Profit Nuts & Bolts Bonus*  
from: July 1997 — Volume 2, Number 4





**Center for Family Life and Recovery, Inc.  
Finance/Governance Combined**

**Date:** April 22, 2020

**Time:** 12pm - Virtual

**Attendance:** Richard R., Cassandra, Terry P., Dave W., Brian R., Trevor

**Excused:** Tom Reilly

Topic	Discussion	Resolution	Person Responsible/ Time Frame
<b>March Financials</b>	<p>Look good right now – not too many changes right now. Funding is saying they will keep the money coming. Terms of the PPP and the forgiveness based on headcount and salary. Spoke with Richard from Bonadio in regards to this too</p> <p>Contract revenue went up because of the Workforce Development contract for the peers.</p>	<p>Have no intention of laying anyone else off. Good majority in our case is forgiven. Loan is at 1% interest rate. Stick to the budget – pay people and keep monies in line with the program that they were doing. Next few weeks Richard and Cassandra will work on reports for the loans.</p> <p>Will be going down a little</p> <p>\$88,000 for a parenting program grant will show up in April will be spent in 7 months.</p>	Richard and Cassandra
<b>COVID-19 updates</b>	<p>Increase in the COVID-19 cost Website and cell phones Little bits of pieces to increase Increase in technology help</p>	<p>Do as much with expenses with the loan without having issues with funding from funders.</p> <p>SBA has not sent anything out about loans for the \$10K grant. Ask if you want it right at the top EIDL Loan for businesses</p>	

Topic	Discussion	Resolution	Person Responsible/ Time Frame
		and have not heard anything	
<b>Governance</b>	<p>Yes to vote on Sheila for a new board member</p> <p>Bylaws – no real change and issues Mission statement and Vision will need to updated. Any issues with the bylaws to have on Thursday</p>	<p>Will be added to the board packet</p> <p>Move them along to the board meeting.</p> <p>Board packet will be out tomorrow.</p>	Heather and Cassandra
<b>May 2020 Finance Meeting</b>	Review PPP and strategizing the reports and needs for the agency.	Possible new position and should not cause issues with hiring for a new director.	

Respectfully submitted, *H. Youda*

CFLR  
 Statement of Revenue and Expense  
 Current Period: 3/1/2020 - 3/31/2020  
 Year-to-Date: 1/1/2020 - 3/31/2020

	Current Year Current Period	Current Year Year-to-Date	Prior Year Current Period
<b>Revenue</b>			
Contributions/Donations	160.00	720.00	60.03
United Way Revenue	0.00	404.21	885.45
Fund Raising Event	2,750.70	7,618.45	4,012.52
Government Grants	77,473.12	246,539.02	92,509.26
Contract Revenue	36,941.77	170,678.02	42,884.46
Parole/SIST Revenue	2,630.00	10,555.00	4,115.00
Community Partner Grant	3,121.61	32,619.82	4,008.37
Recovery Training Fees	0.00	1,000.00	0.00
Program Fees - Individ	617.00	2,129.00	2,658.00
IDP fees	1,210.00	4,721.00	3,156.00
DRT fees	60.00	1,040.99	0.00
EAP Service fee	15,929.49	62,712.51	15,936.59
EAP Liberty Resources	9,983.15	9,983.15	0.00
Compeer Revenue	666.67	2,000.00	666.67
City of Utica CDBG	1,500.00	1,500.00	1,500.00
Interest Income	12.51	34.16	9.45
Unrealized Gain on Investment	(33,170.31)	(48,448.20)	1,399.62
Miscellaneous Income	640.30	1,658.43	0.00
<b>Revenue</b>	<b>120,526.01</b>	<b>507,465.56</b>	<b>173,801.42</b>
<b>Expenses</b>			
Salaries Direct Staff	96,554.58	332,785.53	134,472.83
FSP On Call	150.00	200.00	350.00
Salaries Administrative/P.A.	12,678.80	43,976.71	16,836.50
Health Insurance	3,186.04	8,644.70	275.55
Life Insurance	184.68	556.76	237.77
Long Term Disability	278.51	835.53	388.84
FICA Expense	8,107.96	27,943.53	11,344.01
Workers Compensation	1,546.11	1,546.11	1,314.08
401k Match Expense	833.33	2,499.99	833.33
Professional Fees/ Supervision	1,350.00	1,350.00	400.00
Audit Expense	883.37	2,650.11	883.37
Supplies	5,233.77	9,000.01	2,047.81
Training/Materials	35.00	35.00	0.00
Marketing Expense	0.00	50.00	350.00
Insurance Expense	1,154.09	5,558.61	1,224.67
Telephone Expense	2,151.47	6,032.20	2,236.71
Postage Expense	200.00	427.15	200.00
Rent Utica	8,367.67	25,103.01	6,758.50
Rent Herkimer	650.00	1,950.00	650.00
Rent Rome	800.00	2,400.00	600.00
Rome Utilities	178.32	365.69	92.89
Equipment Rental-Lease	325.00	1,089.18	325.00
Setup/Background Check	25.00	25.00	188.00
Website/Tech Fees	6,515.36	14,733.09	8,823.37



Printing	405.65	537.55	300.80
Travel	1,381.87	5,512.32	2,590.05
Conference/Training	400.00	500.00	695.00
Client Programming Expense	80.00	267.77	200.00
Dues/Membership Fees	195.00	1,200.00	225.00
Admin Fees	79.67	244.03	70.69
Depreciation Expense	1,450.00	4,350.00	1,700.00
PayPal Fees	30.00	90.00	30.00
Bank Fees	119.03	391.10	164.24
Payroll Fees	955.40	4,070.04	1,859.40
Miscellaneous Expense	48.00	48.00	586.00
Expenses	<u>156,533.68</u>	<u>506,968.72</u>	<u>199,254.41</u>
Excess or (Deficiency) of			
Revenue Over Expenses	<u>(36,007.67)</u>	<u>496.84</u>	<u>(25,452.99)</u>

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120  
20

Prior Year		
Year-to-Date		
477.03		
2,656.35		
5,695.36		
257,828.33		
115,044.63		
13,125.00		
9,425.11		
0.00		
6,912.00		
11,048.00		
2,035.16		
61,898.11		
0.00		
2,000.00		
1,500.00		
25.89		
22,848.13		
781.88		
513,300.98		

321,607.02		
600.00		
40,850.15		
851.70		
684.16		
1,131.40		
27,132.51		
5,226.33		
2,500.03		
3,600.00		
2,650.11		
6,574.83		
0.00		
1,699.82		
5,840.94		
7,559.97		
400.00		
20,275.50		
1,950.00		
1,800.00		
281.31		
1,083.75		
188.00		
13,008.13		

300.80		
6,402.69		
2,209.20		
372.00		
1,092.50		
204.23		
5,100.00		
60.00		
448.66		
4,655.96		
5,387.22		
<u>493,728.92</u>		
<u>19,572.06</u>		

4/16/2020 2:57pm

CFLR  
Balance Sh  
As of Date: 3/3

	Current Year
<b>Assets</b>	
<b>Current Assets</b>	
Operating	102,497.33
Recreation	1,187.16
Payroll	4,226.11
Savings	100,076.72
Unemployment Acct	50,668.88
Occupancy Reserve	10,000.00
Investment Acct	275,097.48
Accounts Receivables	319,107.32
Miscellaneous Receivable	0.00
Miscellaneous Receivable	1,595.00
Prepaid Expenses	0.00
<b>Current Assets</b>	<b>864,456.00</b>
<b>Fixed Assets</b>	
Equipment	111,460.99
Computer Equipment	85,503.35
Furniture	26,253.98
Accum Depreciation	(175,132.95)
<b>Fixed Assets</b>	<b>48,085.37</b>
<b>Other Assets</b>	
Rent Deposit Court St	2,000.00
Rome Office Security Deposit	1,400.00
Herkimer Office Security Deposit	650.00
Rome office utility deposit	130.00
<b>Other Assets</b>	<b>4,180.00</b>
<b>Assets</b>	<b>916,721.37</b>
<b>Liabilities &amp; Net Assets</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	11,644.47
Dental Insurance Payable	49.27
Vision Payable	(389.59)
Disability Payable	156.69
New York Paid Family Leave	456.28
United Way Withholding	(482.23)
Employee 401k	(128.47)
Accrued 401k Match	12,500.43
Allstate & Colonial-Ins.	166.02
Miscellaneous W/H	680.83
Life Insurance/Employee Paid	4.61
Accrued Audit	8,901.43
Accrued Salary	54,381.31
Accrued Rent	24,867.52
Accrued Vacation	15,915.21

Accrued Taxes	4,031.29
Accrued Expenses	1,635.33
Deferred Revenue	<u>16,783.88</u>
Current Liabilities	<u>151,174.28</u>
<hr/>	
Liabilities	<u>151,174.28</u>
<hr/>	
Net Assets	
Unrestricted Fund Balance	612,932.19
Board Restricted – Compeer Funds	36,792.00
Board Restricted Recovery Funds	110,822.90
United Way Restricted Fund Balance	<u>5,000.00</u>
Net Assets	<u>765,547.09</u>
<hr/>	
Liabilities & Net Assets	<u><u>916,721.37</u></u>

reet  
31/2020

Prior Year		
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170,278.31		
818.10		
3,679.47		
75,224.91		
50,614.90		
0.00		
298,999.35		
266,258.99		
13,823.00		
1,595.00		
800.00		
882,092.03		

111,460.99		
85,503.35		
26,253.98		
(158,442.74)		
64,775.58		

2,000.00		
1,400.00		
650.00		
130.00		
4,180.00		
951,047.61		

10,592.08		
4.99		
(463.90)		
(574.30)		
594.67		
70.27		
2,082.44		
22,500.47		
258.74		
1,504.56		
10.00		
10,625.99		
54,997.14		
32,505.17		
12,775.26		

4,190.37		
1,635.33		
35,756.37		
<b>189,065.65</b>		
<b>189,065.65</b>		

609,367.06		
36,792.00		
110,822.90		
5,000.00		
<b>761,981.96</b>		
<b>951,047.61</b>		



502 Court Street, Suite 401  
Utica, NY 13502  
(315) 733-1709

### **PPP Loan Board of Directors Statement**

On behalf of the Center for Family Life and Recovery Board of Directors I give permission to allow the Agency to apply for the Payroll Protection Loan through M&T Bank.

\*Reference March 31, 2020 Board meeting minutes. PPP Loan was discussed with no objection from the full board to proceed.

Date: April 15, 2020

Brian Reese, CFLR President, Board of Directors



Thank you for banking with M&T.

In this packet you will find details regarding your loan approval. We encourage you to review the information below before proceeding.

### Next steps

- Review loan structure information below, as well as the entire Note carefully.
- This loan approval will be valid for 5 calendar days. Please sign and return the Note within 5 calendar days of receipt, otherwise the loan approval and terms of the Note will expire and the loan proceeds will be reallocated to other businesses.

### Loan structure

- a. The approved loan amount was based on your application. To secure funding for as many business owners as possible, we cannot change the amount requested.
- b. The loan has a fixed rate of 1.00% for a term of 2 years.
- c. There will be no payments for the first 6 months – neither principal nor interest payments are due.
- d. Starting with the 7<sup>th</sup> month, you will begin making fixed payments of principal and interest outlined in the Note. This amount will be based on a repayment of the entire loan amount. As part of the PPP, you may be eligible for loan forgiveness. See below for Important Information.
- e. There are no prepayment fees associated with this loan. You can prepay at any time, including tomorrow, for any amount without providing notice to the M&T Bank.
- f. Please be sure to double check the M&T checking account number which will be the account that M&T Bank will deposit the loan funds into and will automatically debit your monthly payments of principal & interest payment pursuant to the Note.

### Important information

Please review the criteria for use of proceeds that were included in the application. This will be important in determining loan forgiveness in the future. At least 75% of the loan proceeds must be used for payroll.

This loan is not guaranteed to be 100% forgiven. Keeping detailed records of your expenses over the next 8 weeks from the date you receive the loan proceeds, specifically as it relates to payroll, mortgage interest, rent and utility costs will be important for when you request loan forgiveness.

You can refer to our [Be Informed page](#) for any updates during the process

Thank you for being our customer.



**TERM NOTE**  
**U.S. Small Business Administration Paycheck Protection Program**

SBA Loan #	8670047110
SBA Loan Name	Center for Family Life and Recovery, Inc.
Date	4/16/2020
Loan Amount	\$237,905.00
Interest Rate	Fixed at 1.00% per year
Borrower	Center for Family Life and Recovery, Inc.
Lender	M&T Bank One M& T Plaza (Attn: Office of General Counsel), Buffalo, New York 14203

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of  
Two Hundred Thirty Seven Thousand Nine Hundred Five Dollars and 00/100 Dollars,  
interest on the unpaid principal balance, and all other amounts, fees, and costs, required by this Note.

2. DEFINITIONS:

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to this loan signed by Borrower, including, but not limited to, the Paycheck Protection Program Application.

“Note” means this Term Note executed by Borrower in favor of Lender of even date herewith.

“SBA” means the Small Business Administration, an Agency of the United States of America.

“Paycheck Protection Program” means the Paycheck Protection Program under the Coronavirus Aid, Relief, and Economic Security Act.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

**Maturity:** This is a term loan that will mature in 2 years (24 months) from the date of this Note (the “Maturity Date”). The interest rate is fixed at 1.00% per year. The interest rate may not be changed during the life of the loan unless changed in accordance with H.R. 748 Coronavirus Aid, Relief, and Economic Security Act or “CARES Act”.

The term of this loan is 24 months. During the first 6 months of the loan term, (referred to herein as the “Deferral Period”), required payments of principal and interest shall be deferred. During the Deferral Period, interest on the outstanding principal balance will continue to accrue. After the Deferral Period, beginning in the seventh month of the loan term, this Note shall be repaid in installments comprised of principal and interest based upon an 18-month amortization period. Borrower must pay principal and interest payments of \$ 13321.83 every month, beginning seven months from the date of this Note; payments must be made on the 16th calendar day in the months they are due.

The amortization period for this loan is 18 months, meaning that this is the approximate number of months that would be needed to repay the principal amount in full, based on the installment amount and payment frequency stated above. Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the Note. Principal and interest payment amounts are subject to change, in accordance with any loan forgiveness or other adjustments made in connection with the Paycheck Protection Program. Absent manifest error, the Lender’s determination of any amount due in connection herewith shall be conclusive.

Interest shall be calculated on the basis of actual number of days elapsed in each year, from and including the date the proceeds of this Note are disbursed to, but not including, the date all amounts hereunder are paid in full. Interest will continue to accrue on the actual principal balance outstanding until the Loan is paid in full.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, and will apply any remaining balance to reduce principal.

**Loan Prepayment:** Borrower may prepay this Note at any time without notice or penalty.

All remaining principal and accrued interest, and any other amounts due pursuant to this Note, shall be due and payable on the Maturity Date.

**Preauthorized Transfers from Deposit Account.** Borrower hereby authorizes Lender to debit Borrower’s deposit account #9851889825 with M&T Bank automatically for any amount which becomes due under this Note.

**Default Rate.** Upon the occurrence of a default, but at all times subject to the restrictions and requirements of the Paycheck Protection Program and all other applicable laws, Lender, in Lender’s sole discretion and without notice or demand, may raise the rate of interest accruing on the principal balance outstanding under this Note by the lesser of (i) 5% above the rate otherwise applicable or (ii) such amount as permitted under the Paycheck Protection Program or otherwise under applicable law, independent of whether the Lender elects to accelerate the principal balance under this Note. Interest shall continue to accrue at the default rate set forth in this Note on any judgment Lender may obtain against Borrower, to the extent permitted under the Paycheck Protection Program or otherwise under applicable law.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan, liability, covenant, or agreement with Lender;
- C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- E. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- F. Fails to pay any taxes when due;
- G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- H. Has a receiver or liquidator appointed for any part of their business or property;
- I. Makes an assignment for the benefit of creditors;
- J. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay or perform any obligation of Borrower to Lender ;
- K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- L. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower; or
- C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance. . Borrower understands and agrees that upon an event of default, Lender may incur costs of collection, including attorneys' fees, after the date of any judgment that Lender may obtain against Borrower. Borrower agrees to pay all of such costs and fees. Borrower further agrees that Borrower's obligation to pay such costs and fees, which are incurred by Lender after the date of any judgment obtained by Lender, shall survive the entry of, and shall not be merged into, any such judgment;
- B. Release anyone obligated to pay this Note; and
- C. Take any action necessary to collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. Borrower waives all suretyship defenses.
- B. Borrower must sign all documents necessary at any time to comply with the Loan Documents.
- C. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- D. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- E. If any part of this Note is unenforceable, all other parts remain in effect.
- F. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee.
- G. Collateral Exclusion. Any indebtedness and related obligations evidenced herein shall not be collateralized by any security interest or lien granted to Lender by Borrower or other obligor, if any, in any real property or tangible personal property, notwithstanding any provisions to the contrary in any other agreements (including any unrelated lien instrument) now or hereafter existing between Lender and Borrower or other obligor. It is acknowledged and understood by Borrower that the preceding sentence shall be at all times subject to, and shall not in any way compromise or impair, any other rights and remedies of Lender, including, without limitation, rights of setoff, rights to enforce judgment liens and rights related to judgment execution against applicable assets of any judgment debtor.
- H. Business Purpose. The Loan proceeds shall be used only for a business purpose and pursuant to, and in accordance with, the terms of the Paycheck Protection Program. Borrower acknowledges that at least 75 percent of the Loan proceeds must be used for payroll costs.
- I. Further Assurances. The Borrower shall take such action and execute and deliver to Lender such additional documents, instruments, certificates, and agreements as Lender may reasonably request to effectuate the terms and purposes of this Note, and as may otherwise be required for Lender to comply with terms and conditions of the Paycheck Protection Program Loan Authorization.

## 9. GENERAL PROVISIONS CONT.

J. Good Standing. Borrower represents and warrants that it is an entity or sole proprietor (i) duly organized and existing and in good standing under the laws of the jurisdiction in which it was formed, (ii) duly qualified, in good standing and authorized to do business in every jurisdiction in which failure to be so qualified might have a material adverse effect on its business or assets and (iii) has the power and authority to own each of its assets and to use them as contemplated now or in the future.

K. Sale of Interest. There shall not be any sale or transfer of ownership of any interest in Borrower without the Lender's prior written consent.

L. Change of Name. Borrower shall not change its legal name or the State or the type of its formation, without giving the Lender at least 30 days prior written notice thereof.

M. Borrower will furnish to Lender from time to time, such financial data and information about Borrower as Lender may reasonably request and Borrower represents and warrants the accuracy of any information contained therein.

N. Electronic Signatures. The individual executing this Note agrees that electronic signatures, whether pdf, scanned, digital, encrypted, captured or otherwise attached or imposed hereto, are intended to authenticate this Note and to have the same effect, validity, and enforceability as manually executed signatures. For purposes hereof, electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by an individual with the intent to sign such record.

O. Loan Forgiveness under the Paycheck Protection Program. The Loan amount may be eligible for forgiveness pursuant to the Paycheck Protection Program, which minimally requires (1) at least 75% of the loan proceeds are used to cover payroll costs and the remainder is used for mortgage interest, rent and utility costs over the 8 week period after the loan is made, and (2) the number of employees and compensation levels are generally maintained. Additional requirements may apply. Further details on how to request loan forgiveness shall be made available to you upon further guidance from the SBA.

P. Indemnification. Borrower shall indemnify, defend and hold Lender and Lender Affiliates and their directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless against any claim brought or threatened against any Indemnitee by Borrower or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of Lender's relationship with Borrower (each of which may be defended, compromised, settled or pursued by Lender with counsel of Lender's selection, but at the expense of the Borrower), except for any claim arising out of the gross negligence or willful misconduct of Lender.

Q. Representations and Warranties. Borrower represents and warrants to, and with regard to item (a) the individual executing this Note also represents and warrants, in his/her individual capacity, to, and covenants with Lender as follows: (a) the individual executing this Note is duly authorized to do so and to bind Borrower and Borrower's heirs, successors and/or assigns to the terms hereof; (b) each of the Loan Documents is a valid and legal binding obligation of Borrower, enforceable in accordance with its terms, and is not subject to any defenses, counterclaims, or offsets of any kind; (c) there exists no action, suit, proceeding or investigation, at law or in equity, before any court board, administrative body or other entity, pending or threatened, affecting Borrower's property, wherein an unfavorable decision, ruling or finding would materially adversely affect the business operations, property or financial condition of Borrower; (d) Borrower shall advise Lender if there is an adverse change in Borrower's financial condition, organization, operations or fixed assets since the date this Note is signed; (e) Borrower attests to the accuracy of and reaffirms each certification made in the Paycheck Protection Program Application as if fully set forth herein.

R. Credit Reporting. The undersigned authorizes Lender and its affiliates to request and review all data it deems appropriate about Borrower and the undersigned, including credit reports from agencies, now and for all future reviews, extensions, or renewals of credit extended to Borrower, or for collection of loans. The undersigned may inquire whether a credit report was requested and if so, obtain the name and address of the credit reporting agency furnishing the credit report.

S. Reproductions. A photographic or other reproduction of this Note may be made by Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

T. Right of Setoff. The Lender shall have the right to set off against the amounts owing under this Note any property held in a deposit or other account with the Lender or any affiliates or otherwise owing by the Lender or any affiliates in any capacity to Borrower. Such set-off shall be deemed to have been exercised immediately at the time the Lender or such affiliate elects to do so.

U. Notices. Any demand or notice hereunder or under any applicable law pertaining hereto shall be in writing and duly given if delivered to Borrower (at its address on the Lender's records) or to the Lender (at the address on page one and separately to the Lender officer responsible for Borrower's relationship with the Lender). Such notice or demand shall be deemed sufficiently given for all purposes when delivered (i) by personal delivery and shall be deemed effective when delivered, or (ii) by mail or courier and shall be deemed effective three (3) business days after deposit in an official depository maintained by the United States Post Office for the collection of mail or one (1) business day after delivery to a nationally recognized overnight courier service (e.g., Federal Express). Notice by e-mail is not valid notice under this or any other agreement between Borrower and the Lender.

V. Complete Agreement. This Note, together with any related Loan Documents, contains the entire agreement between Borrower and Lender with respect to the Note, and supersedes every course of dealing, other conduct, oral agreement and representation previously made by Lender. No waiver or amendment of any provision of this Note shall be effective unless made specifically in writing by the Lender. No course of dealing or other conduct, no oral agreement or representation made by the Lender, and no usage of trade, shall operate as a waiver of any right or remedy of the Lender. No waiver of any right or remedy of the Lender shall be effective unless made specifically in writing by the Lender.

W. Governing Law/Jurisdiction. This Note has been delivered to and accepted by the Lender and will be deemed to be made in the State of New York. Except as otherwise provided under federal law, this Note will be interpreted in accordance with the laws of the State of New York excluding its conflict of laws rules. Borrower hereby irrevocably consents to the exclusive jurisdiction of any State or Federal Court in New York State in a county or judicial district where Lender maintains a branch and consents that Lender may effect any service of process in the manner and at Borrower's address set forth in Lender's records for providing notice or demand; provided that nothing contained in this note will prevent Lender from bringing any action, enforcing any award or judgment or exercising any rights against Borrower individually, against any security or against any property of Borrower within any county, state, or other foreign or domestic jurisdiction.

Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both Lender and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

X. Waiver of Jury Trial. Borrower and Lender hereby knowingly, voluntarily, and intentionally waive any right to trial by jury. Borrower and Lender may have in any action or proceeding, in law or in equity, in connection with this Note or the transactions related hereto. Borrower represents and warrants that no representative or agent of Lender has represented, expressly or otherwise, that Lender will not, in the event of litigation, seek to enforce this jury trial waiver. Borrower acknowledges that Lender has been induced to enter into this Note by, among other things, the provisions of this section.

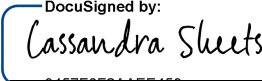
10. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Borrower acknowledges that it has read and understands all the provisions of this Note, and has been advised by counsel as necessary or appropriate.

Executed effective as of the date first written above.

Borrower:

By:   
Signature 4/16/2020

Cassandra Sheets  
Printed Name

\_\_\_\_\_  
Authorized Representative of Borrower

Title

502 Court Street Apt: Suite 401 Utica, NY 13502

Address