

**RULES SPECIAL INVESTIGATIVE COMMITTEE  
MINUTES  
WEDNESDAY, SEPTEMBER 29, 2021  
3:30 P.M.**

PRESENT: Thomas J. Faggione, Chairman  
Michael D. Paduch (via telephone), Barry J. Cheney, Kevin W. Hines,  
James K. Kulisek, John S. Vero

ALSO

PRESENT: Katie Bonelli, Chairwoman  
Betsy N. Abraham, Legislative Counsel  
Harold J. Porr, III, Deputy County Executive  
Langdon Chapman, Interim Attorney for the Orange County Industrial Development  
Agency (IDA)

Mr. Faggione opened the meeting at 2:00 p.m. and requested everyone stand for the Pledge of Allegiance to the Flag. All members were present with the exception of Legislator Amo who was absent.

Mr. Faggione quoted President Thomas Jefferson who wrote: "For there is not a truth existing which I fear or would wish unknown to the whole world." The purpose of this meeting was to discuss: **The investigation of the Orange County Industrial Development Agency and the Orange County Funding Corporation. More particularly, whether certain contracts signed by the entities are void under General Municipal Law**". The investigation of the Orange County Industrial Development Agency and the Orange County Funding Corporation. More particularly, whether certain contracts signed by the entities are void under General Municipal Law. This responsibility was placed into their trust with unanimous consent of the Legislature on July 21, 2021." At their first meeting on August 25th they: set a goal to formulate a plan and timeline that includes research, review, and the issuance of our findings into a report as to whether any of those signed contracts are void." Their second meeting was on September 20, 2021, with the focus of that meeting being on General Municipal Law 800-804. Legislative Counsel Abraham provided them with background and legislative intent related to General Municipal Law 800-804. Committee members asked questions related to the topic of GML 800-804 and issues related to their task at hand. Those included:

- If there were any additional contracts they had not received
- Status of contracts at the Orange County Industrial Development Agency (IDA) presently related to Galileo Technology Group (GTG)
- Related to the Joint Report:
  - Questions about the interview process and formats
  - And a series of questions related to accountant Leonard W. Vona, CPA, CFE, Fraud Auditing, Inc.
  - Questions related to the salary of the Orange County Industrial Development Agency (IDA) Counsel, Kevin Dowd and his responsibilities

He commended Legislative Counsel Abraham for getting answers to these questions. Between the first and second meetings, several things of note and related to their work also took place. One, this committee was provided access to volumes of background information, most specifically, contracts involving the Orange County Industrial Development Agency (IDA). Second, on

September 10, 2021, the three defendants, Vinnie Cozzolino, Laurie Villasuso, and Edward Diana pled guilty to a variety of charges, including Corrupting The Government. Collectively, these criminals were forced to repay more than \$1 million for their illegal activities. Third, on that same day, the New York State Comptroller and Orange County District Attorney issued their Report on the Joint Investigation of the Orange County Industrial Development Agency (IDA). As they proceed down their drafted schedule and plan, the topic today is simple, "addressing the facts."

Legislative Counsel Abraham noted that they are here today to address the facts. As much as the plea agreements outlined in clarity the facts as they existed throughout the course of these events it is important to include it into the record in terms of the items that need to be addressed before the final report can be issued.

Legislative Counsel Abraham reviewed and highlighted the plea agreements for Vincent Cozzolino, Edward Diana and Laurie Villasuso.

Plea Agreement highlights for Vincent Cozzolino: On July 21, 2021, Mr. Cozzolino executed the plea agreement outlining his guilty plea to a crime of: Corrupting the Government in the Third Degree, in violation of Penal law Section 496.03. Mr. Cozzolino admitted that between July 1, 2015 and March 30, 2021, he, through the Galileo Technology Group (GTG), of which he was a fifty percent (50%) shareholder, acting as Managing Director of the Orange County Industrial Development Agency (IDA), the Orange County Business Accelerator, the Newburgh, Middletown, Warwick and Highland Falls Accelerator Campuses and the Accelerator Without Walls (AWOW), acted in concert with Laurie Villasuso, the Chief Executive Officer of the Orange County Industrial Development Agency (IDA) and former Chief Operating Officer on that he engaged in a scheme constituting a systematic ongoing course of conduct with the intent to defraud a governmental instrumentality within the state. He further admitted that the Orange County Industrial Development Agency (IDA) had multiple management contracts with Galileo Technology Group (GTG) and Vincent Cozzolino was a fifty percent (50%) shareholder of Galileo Technology Group (GTG) and through those contracts he was Managing Director of the Orange County Industrial Development Agency (IDA) and multiple components of the Orange County Business Accelerator. From October 23, 2015 through February 12, 2021, Ms. Villasuso was employed by Galileo Technology Group (GTG) and paid a weekly salary as a consultant and was offered that position by Mr. Cozzolino. Between January 1, 2015 and May 14, 2020, Mr. Diana was a member of the Board of Directors of the Orange County Industrial Development Agency (IDA). From November 18, 2016 through February 12, 2021, Mr. Diana was employed by Galileo Technology Group (GTG) and was paid \$500.00 a week as a consultant, and was offered that position by Mr. Cozzolino. Mr. Cozzolino was aware of "Villasuso's" legal duty to publicly disclose the fact of their employment with Galileo Technology Group (GTG) and that her failure to do so was in furtherance of the scheme to defraud. Mr. Cozzolino was further aware as outlined in the plea agreement that Galileo Technology Group (GTG) was contractually obligated to provide assistance to existing Orange County businesses through the Accelerator Without Walls (AWOW) program by employing the professional services of experts to render such assistance to such companies which would be paid for at an hourly rate through the IDA's voucher and invoice system from an annually increasing allocated fund which was in addition to the amount paid to Galileo Technology Group (GTG) as Managing Director of the Orange County Business Accelerator. Mr. Cozzolino further admitted that he was one of the founders of the Strategic Economic Consortium, Inc. (TSEC), and that he and Ms. Villasuso were members of the Strategic Economic Consortium, Inc. (TSEC) Board of Directors. The plea agreements further states that Ms. Villasuso was either the Chief Operating Officer or the Chief Executive Officer of the Orange County Funding Corporation (OCFC) which works in tandem with the Orange County Industrial Development Agency

(IDA) to promote economic development in Orange County. The Strategic Economic Consortium, Inc. (TSEC) had partnered with the Orange County Industrial Development Agency (IDA) by providing, among other things, product testing and training equipment and established SMARTT Labs/Pods for use by manufacturing businesses participating in the Orange County Industrial Development Agency (IDA) Accelerator program. The Strategic Economic Consortium, Inc. (TSEC) requested through Mr. Cozzolino, in his capacity as Managing Director of the Orange County Business Accelerator that it be provided with a "project expenditure" to be used by Strategic Economic Consortium, Inc. (TSEC) to cover part of the of its labor and overhead expenses to operate and maintain the existing SMARTT Labs/Pods at the Accelerator and to manage and administer the purchase and installation of additional capital equipment and the creation of new SMARTT Labs/Pods. Pursuant to this request the Orange County Funding Corporation granted by Strategic Economic Consortium, Inc. (TSEC) this project expenditure in the amount of \$50,000.00 each year in 2017, 2018 and 2019. In 2020, the Orange County Funding Corporation (OCFC) provided \$75,000.00. In 2018, and 2019 Ms. Villasuso signed the Project Expenditure Agreement as Chief Operating Officer (COO) of the Orange County Funding Corporation (OCFC). In 2020, she signed the agreement as Chief Executive Officer (CEO). The plea agreements state: "At no time did Vincent Cozzolino or Laurie Villasuso disclose to the Orange County Funding Corporation (OCFC) Board of Directors they were members of Strategic Economic Consortium, Inc. (TSEC) Board of Directors." Mr. Cozzolino further admitted that Galileo Technology Group (GTG) was under contract with Strategic Economic Consortium, Inc. (TSEC) to manage the SMARTT Labs/Pods provided by Strategic Economic Consortium, Inc. (TSEC) for use by the Accelerator businesses. He further admitted that the "project expenditure" granted by the Orange County Funding Corporation (OCFC) was used by Strategic Economic Consortium, Inc. (TSEC) to partially fund its contract with Galileo Technology Group (GTG), thereby directly benefiting Galileo Technology Group (GTG) in the amount of \$225,000.00. Finally, Mr. Cozzolino further admitted that he, together with Ms. Villasuso, recommended to the Orange County Industrial Development Agency (IDA) Board of Directors that Strategic Economic Consortium, Inc. (TSEC) be granted "agent status" in 2017, 2018, 2019 and 2020 to "assist the Orange County Industrial Development Agency (IDA) in carrying out certain economic development functions." The Orange County Industrial Development Agency (IDA) granted Strategic Economic Consortium, Inc. (TSEC) "agent status" and provided funds to Strategic Economic Consortium, Inc. (TSEC) in the amount of \$30,000.00 in 2017, \$35,000.00 in 2018, \$35,000.00 in 2019 and \$35,000.00 in 2020. The Orange County Industrial Development Agency (IDA) agreements were signed by Ms. Villasuso, in her capacity as Chief Operating Officer (COO) of the Orange County Industrial Development Agency (IDA), without disclosing that Mr. Cozzolino was a member of the Strategic Economic Consortium, Inc. (TSEC) Board of Directors, and that Ms. Villasuso had become a member of the Strategic Economic Consortium, Inc. (TSEC) Board of Directors as of May 19, 2017.

Plea Agreement highlights for Edward Diana: Mr. Diana plead guilty to the crimes of: Offering a False Instrument for Filing in the First Degree, in violation to Penal Law Section 175.35 (1), 2 Counts; and Committing a Prohibited Conflict of Interest in violation of General Municipal Law Section 805. Mr. Diana admitted that between November 18, 2016, and May 14, 2020, he as s Municipal Officer, a ember of the Board of Directors of the Orange County Industrial Development Agency (IDA), and that he failed to publicly disclose to the governing body that he had an interest in actual contracts with the municipality as soon as the learned of such actual interest. Mr. Diana admitted that June 10, 2020 and January 21, 2021, he offered a Certificate of Independence with false information knowing that it would be filed, registered, and/or recorded in the records of the Orange County Industrial Development Agency (IDA). Mr. Diana further admitted that between January 1, 2015 and March 4, 2021 he was a member of the Board of Directors of the Orange County Industrial Development Agency (IDA) and that in his capacity as an Orange County Industrial

Development Agency (IDA) Board Member, he had the power or duty to negotiate, prepare, authorize, or approve a contract or authorize or approve payments thereunder. Mr. Diana was aware that the Orange County Industrial Development Agency (IDA) had multiple management contracts with Galileo Technology Group (GTG). Mr. Diana was aware that Mr. Cozzolino was a shareholder of Galileo Technology Group (GTG), and through those contracts was Managing Director of the Orange County Industrial Development Agency (IDA) and the multiple components of the Orange County Business Accelerator. From November 18, 2016, through February 12, 2021, Mr. Diana was employed by Galileo Technology Group (GTG), was paid \$500.00 a week as a consultant, and offered the position by Mr. Cozzolino. Of significance in the plea agreement, Mr. Diana admitted that by virtue of this employment he had interest in each of said contracts that Galileo Technology Group (GTG) had with the Orange County Industrial Development Agency (IDA) of which Mr. Diana was a board member. Mr. Diana further acknowledged that he had a legal duty to publicly disclose his employment with Galileo Technology Group (GTG) and that he failed to do so.

Plea Agreement highlights for Laurie Villasuso: Ms. Villasuso pled guilty to the crime of: Corrupting the Government in the Fourth Degree, in violation of Penal law Section 496.02. Ms. Villasuso as mentioned in the plea agreement with Mr. Cozzolino admitted in her plea agreement that the Orange County Industrial Development Agency (IDA) had multiple management contracts with Galileo Technology Group (GTG) and that Vincent Cozzolino was a fifty percent (50%) shareholder of Galileo Technology Group (GTG) and through those contracts he was Managing Director of the Orange County Industrial Development Agency (IDA) and multiple components of the Orange County Business Accelerator. Ms. Villasuso was employed by Galileo Technology Group (GTG) and paid a weekly salary as a consultant from October 23, 2015 through February 12, 2021. She was aware that Galileo Technology Group (GTG) was contractually obligated to provide consulting business and technical support services to businesses contained within the Orange County Industrial Development Agency (IDA) business accelerator sites for fixed annual fees. Ms. Villasuso was further aware that Galileo Technology Group (GTG) was contractually obligated to provide assistance to existing Orange County businesses through the Accelerator Without Walls (AWOW) program, by employing the professional services of experts to render such assistance to such companies which would be paid for at an hourly rate through the Orange County Industrial Development Agency (IDA) voucher and invoice system from an annually increasing allocated fund which was in addition to the amount paid to Galileo Technology Group (GTG) as Managing Director of the Orange County Business Accelerator (OCBA). Ms. Villasuso further acknowledged that Mr. Cozzolino was one of the founders of Strategic Economic Consortium, Inc. (TSEC) and that she and Mr. Cozzolino were board members of its Board of Directors. She admitted that "project expenditures" requested by Strategic Economic Consortium, Inc. (TSEC) through Mr. Cozzolino as previously stated in Mr. Cozzolino's plea agreement that she signed agreement as Chief Operating Officer (COO) of the Orange County Funding Corporation (OCFC) in 2018 and 2019 and signed the agreement as Chief Executive Officer (CEO) in 2020. At no time did Ms. Villasuso or Mr. Cozzolino disclose to the Orange County Industrial Development Agency (IDA) Board of Directors that they were also members of the Strategic Economic Consortium, Inc. (TSEC) Board of Directors.

Mr. Chapman thanked the legislature for their efforts as it is very helpful in narrowing the issues. Legislative Counsel Abraham has summarized the pleas agreements accurately.

Mr. Cheney expressed his concerns that two people were employed by Galileo Technology Group (GTG) and involved in the Orange County Industrial Development Agency (IDA) and would they have time records for billing to the Galileo Technology Group (GTG) clients for the services provided by Mr. Diana and Ms. Villasuso. Generally, service organizations run by the

services it is providing and is typically based on hourly rates. He noticed in Mr. Vona's interview that he was also trying to understand this question.

Mr. Faggione asked for clarification that Mr. Cheney was looking for time records for Galileo Technology Group (GTG) related to services they provided by Mr. Diana and Ms. Villasuso in terms of hourly rates. Mr. Cheney replied that he was seeking the hours provided that would justify the payments they were receiving and make things clearer for them in their deliberation and understanding of the legitimacy of the relationship of these two individuals and Galileo Technology Group (GTG).

Mr. Faggione replied that they would follow up and try the best they can to get that information to the committee as quickly as possible.

Mr. Cheney asked about the Strategic Economic Consortium, Inc. (TSEC) receiving money from the Orange County Industrial Development Agency (IDA) and/or the Orange County Funding Corporation (OCFC). He inquired as to what a "project expenditure" was, as referred in Mr. Cozzolino's plea agreement and if there was any documentation or contracts supporting those expenditures. In addition, he inquired about the term "agent status" and what specifically that meant. He wanted to know if there was any supporting documentation that established such a relationship and an explanation of what that relationship did for the Orange County Industrial Development Agency (IDA) and/or the Orange County Funding Corporation (OCFC).

Mr. Faggione asked for clarification from Mr. Cheney that he was asking three separate questions: One, the time records related to Galileo Technology Group (GTG) and their services. Two, details on the "project expenditure" agreement and supporting documentation. Three, a definition on "agent status" and supporting documentation. Mr. Cheney replied yes.

Mr. Faggione replied that they would follow up and try the best they can to get that information to the committee as quickly as possible.

Mr. Hines asked for clarification as to whether the documents supplied by the District Attorney's office can be discussed publicly as they are marked, "confidential." Legislative Counsel Abraham replied that these documents were the basis for a portion of the report that was issued by the District Attorneys' office and to that extent she was informed by the District Attorney's office that they can absolutely refer to them.

Mr. Hines referred to the documents supplied by the District Attorney's office dated May 28, 2021, Office of the New York State Comptroller Inter-Office Memo in reference to Edward Diana page one, last sentence which reads: "...Mr. Diana stated that he was unsure why the Accelerator committee meeting minutes were not part of the board packet like other committee meeting minutes..." Mr. Hines asked if Mr. Chapman was aware if those minutes exist and are just not part of the board package or if they do not exist at all. Mr. Chapman replied that he was not aware either way, but he would look into whether they exist or not.

Mr. Hines commented that he would like to know if it was not part of the package because they were hiding something or if it was not part of the package because it was their practice and whether those minutes exist elsewhere.

Mr. Hines requested the "Accelerator Board meeting minutes" that were not included as part of the board package like other committee meeting minutes. In his opinion, that looks suspect as most of the issues came from the Accelerator committee, yet those minutes are not available.

Mr. Hines referred to the May 4, 2021, New York State Comptroller Inter-Office Memo discussion with Mr. Vona at page two, second paragraph, regarding the contracts for Galileo Technology Group (GTG): "...Mr. Vona stated that the wording of the contract sucked with the IDA, and it was all the benefit of the GTG. He was trying to advise Mr. Cozzolino and Ms. Villasuso the controls they would need and told Mr. Cozzolino his contracts were horrible, he believed based on his comments that Mr. Cozzolino came up with a new contract for 2021...." In addition, there was another section when they were speaking to Mr. Dowd and "...Mr. Dowd stated that he did not read half of the contracts...." At the last meeting he believes he requested Mr. Dowd's billing and was that still being worked on. If not, he would like to request that now as he recalls Mr. Chapman stating that he was paid by the hour as opposed to a salary and he would like to see his billing invoices; however, he was unsure as to what period to ask for as he was counsel for the Orange County Industrial Development Agency (IDA) for many years and do they know when he started. Mr. Chapman replied that he does not know when Mr. Dowd started, and he would suggest starting in 2015 when the Accelerator started in New Windsor.

Mr. Hines requested the billing records for Mr. Dowd from 2015 forward.

Mr. Chapman explained that they would request the billing records for Mr. Dowd and the Accelerator committee meeting from the secretary for the Orange County Industrial Development Agency (IDA).

Mr. Hines referred to the May 4, 2021, New York State Comptroller Inter-Office Memo discussion with Mr. Vona page three, first sentence, where he states: "...that he found that the IDA Financial Director only initialed the invoices presented by GTG to the IDA board and paid, he never did a review of the invoices...."

Mr. Hines asked for the name of the Orange County Industrial Development Agency (IDA) Financial Director. Mr. Chapman replied that it was Ed Januskiewicz who was also the financial advisor for the Strategic Economic Consortium, Inc. (TSEC).

Mr. Hines asked if Mr. Januskiewicz was paid on salary by the Orange County Industrial Development Agency (IDA) or by the hour. Mr. Chapman replied that he was paid as a salaried employee for a certain number of hours a week; however, he is no longer employed by the Orange County Industrial Development Agency (IDA).

Mr. Hines asked for the number of hours he was paid. Mr. Chapman replied thirty hours a week.

Mr. Hines asked for Mr. Januskiewicz's job description. Mr. Chapman replied that his title was Chief Financial Officer (CFO).

Mr. Hines asked for clarification that Mr. Januskiewicz was the same person that Mr. Vona referred to as the financial director. Mr. Chapman replied yes.

Mr. Hines referred to page three, third paragraph, "...Mr. Vona stated that he asked

Mr. Cozzolino for back up to the invoices and Mr. Cozzolino had James Rollins who worked for GTG do an internal audit for the invoices to time and attendance records rather than provide the records to him....”

Mr. Hines asked for Mr. Rollins affiliation and if he was paid by the Orange County Industrial Development Agency (IDA) or another company. Mr. Chapman replied that based on what he read in the documents he was employed by Galileo Technology Group (GTG) and he has no reason to believe he was paid by the Orange County Industrial Development Agency (IDA).

Mr. Hines asked for clarification that Mr. Rollins worked for Galileo Technology Group (GTG) and conducted the audit of the Galileo Technology Group (GTG) bills. Mr. Chapman replied that according to this document Mr. Vona asked for some kind of accounting as to the time sheets and one of the internal staff at Galileo Technology Group (GTG) did that.

Mr. Hines added that “...Mr. Rollins advised Mr. Vona that he may have found some double billing with regards to Mr. Cozzolino’s time and was claimed to be approximately \$18,000.00 and Mr. Vona told him to fix it. Mr. Vona stated that he never learned how many employees worked for GTG and he never believed that there was a real company behind Mr. Cozzolino. He went to the GTG website, and it was not a real professional company website, and anyone would think that the IDA was their only client...”

Mr. Hines asked if they know if the Orange County Industrial Development Agency (IDA) was Galileo Technology Group’s (GTG) only client. Mr. Chapman replied that he has personally visited GTG’s website, and it refers to business elsewhere. He understands Mr. Vona’s representation but that is not consistent with what the Galileo Technology Group (GTG) website says.

Mr. Hines asked if Galileo Technology Group (GTG) was still in business. Mr. Chapman replied that their corporate entity was active.

Mr. Hines asked for clarification that they were not working on any Orange County Industrial Development Agency (IDA) contracts. Mr. Chapman replied that they are not working on any Orange County IDA contracts.

Mr. Hines asked if it was Mr. Chapman’s assumption that they had other clients at the time or if he thinks they changed their website to say they had other clients after this report was issued. Mr. Chapman replied that he would not speculate.

Mr. Hines referred to page four, second paragraph, “...Mr. Vona stated that Mr. Cozzolino and Ms. Villasuso kept evolving his job....” This answers his question from the last meeting on who kept changing Mr. Vona’s job as he originally thought he was hired to defend the IDA and his job kept changing. Here they have a direct admission that two of the targets of the investigation were in fact changing the scope of his work and it speaks volumes to the whole operation.

Mr. Hines referred to the fourth paragraph, “...Generally, Mr. Vona advised both Mr. Cozzolino and Ms. Villasuso that their management controls of the IDA sucked, that there was a total absence of management controls. They ran the IDA like the wild west and between Mr. Cozzolino and Ms. Villasuso he was never really sure who was running the IDA....”

Mr. Hines asked if the Orange County Industrial Development Agency's (IDA) pecking order was Ms. Villasuso then Mr. Cozzolino. Mr. Chapman replied that it was never made clear and Mr. Vona's representation was correct as there was not a lot of clarity. Mr. Cozzolino was a contractor, Ms. Villasuso was an employee and if this was Orange County Government the employee runs the show and contracts out; however, what the relationship was there is not entirely clear, and the wild west statement was very indicative.

Mr. Hines referred to last paragraph, on page four, "...Mr. Vona stated that he had no idea the GTG/Cozzolino was getting money directly from TSEC. He said he was aware that Cozzolino was initially involved with TSEC and that he helped establish the relationship between the IDA and TSEC but Cozzolino never advised him that he was still connected to TSEC...."

Mr. Hines asked if, up until the very end of this investigation, Mr. Cozzolino was still the owner and/or a board member of Strategic Economic Consortium, Inc. (TSEC). Mr. Chapman replied that Strategic Economic Consortium, Inc. (TSEC) is a nonprofit corporation and Mr. Cozzolino was a board member.

Mr. Hines asked if he received a salary from Strategic Economic Consortium, Inc. (TSEC). Mr. Chapman replied that he did not believe he received a salary; however, the Strategic Economic Consortium, Inc. (TSEC) received various funding from the Orange County Funding Corporation and the Strategic Economic Consortium, Inc. (TSEC) thereafter, turned around and hired Galileo Technology Group (GTG) of which Mr. Cozzolino was an owner to perform various services. Mr. Cozzolino was then encouraging the Orange County Industrial Development Agency (IDA) and/or Orange County Funding Corporation (OCFC) to contract money to the Strategic Economic Consortium, Inc. (TSEC) who then hired Mr. Cozzolino's firm Galileo Technology Group (GTG) to perform additional services. Meanwhile, Mr. Cozzolino is granted free rent up until this legislative body declared their investigation. He is not stating that he is drawing the conclusion that they left because of this investigation but they did agree to leave shortly after their investigation was announced.

Mr. Hines asked if the Orange County Industrial Development Agency (IDA) gave Strategic Economic Consortium, Inc. (TSEC) money. Mr. Chapman replied it believes it was Orange County Funding Corporation (OCFC); however, it could have been the Orange County Industrial Development Agency (IDA), as well.

Mr. Hines asked if they had employees and what the Strategic Economic Consortium, Inc. (TSEC) did with those funds. Mr. Chapman replied that the Strategic Economic Consortium, Inc. (TSEC) maintained equipment. They would get grants from both the state and federal government and install this equipment in SMARTT Labs/Pods and maintain that equipment with Galileo Technology Group (GTG) often being awarded that contract.

Mr. Hines asked if the money flowed from the Orange County Industrial Development Agency (IDA) finance division to the Strategic Economic Consortium, Inc. (TSEC) then to Galileo Technology Group (GTG) that was owned by Mr. Cozzolino. Mr. Chapman replied that Galileo Technology Group (GTG) is owned by Mr. Cozzolino.

Mr. Hines asked if Ms. Villasuso had a relationship with the Strategic Economic Consortium, Inc. (TSEC) beyond being on the board and if so, was she paid. Mr. Chapman replied that she was on the Strategic Economic Consortium, Inc. (TSEC) board but was paid by Galileo



Technology Group (GTG) that received the Strategic Economic Consortium, Inc. (TSEC) contracts and paid by the Orange County Funding Corporation (OCFC) and/or Orange County Industrial Development Agency (IDA).

Mr. Hines asked if they knew how much money the Strategic Economic Consortium, Inc. (TSEC) was given from the OCFC and/or Orange County Industrial Development Agency (IDA) finance division. Mr. Chapman replied yes, it is on page 37 of the District Attorney's report.

Mr. Hines added that "...Mr. Vona was asked if he ever reviewed the IDA contract with TSEC and Mr. Vona stated that he did not have access to the TSEC records..." It seems that Mr. Vona did not get that far before the scope of his work was changed by the two defendants.

Mr. Faggione asked that Mr. Hines clarify his requests and questions: the minutes from the Accelerator meetings, billing/invoices for Mr. Dowd; how was Mr. Januskiewicz was paid; the role and title of James Rollins (who and what he did); and any related data as to whether Mr. Cozzolino or Ms. Villasuso were paid as board members of the Strategic Economic Consortium, Inc. (TSEC).

Mr. Hines added that he also asked for the amount of money that the IDA and/or the IDA financing branch give the Strategic Economic Consortium, Inc. (TSEC) since 2015.

Mr. Cheney referred to Mr. Hines question with respect to the hourly billings for Orange County Industrial Development Agency (IDA) Attorney, Kevin Dowd. It would be helpful, for context to see if there were contracts that he was never given in order to create a comparison between the contracts that were established by the Orange County Industrial Development Agency (IDA) and/or the Orange County Funding Corporation and his records as they would be interesting to see. Mr. Chapman replied that they do not have a definitive answer on that, and Mr. Dowd has indicated that he reviewed some but not other contracts. In fact, he sent an email to Mr. Dowd asking if reviewed specific contracts and he responded back in an email stating that he had reviewed some but not others and he used his predecessors form to review the ones he did review. He then submitted a bill to the Orange County Industrial Development Agency (IDA) for answering that question.

Mr. Cheney commented that it was quite possible that Ms. Villasuso and Mr. Cozzolino withheld contracts from Mr. Dowd's review.

Mr. Chapman replied that, according to the District Attorney's records Mr. Dowd did not review all the contracts and he does not know whether they withheld them or not. Mr. Dowd sat in on these board meetings and billed the Orange County Industrial Development Agency (IDA) for sitting in on these meetings while they passed these contracts and apparently, he did not review them all and did not raise any objections. None of the attorneys in Mr. Chapman's office would have gotten away with that.

Mr. Paduch stated that Mr. Hines asked some of the questions he was concerned about and maybe Mr. Dowd was paid by Mr. Cozzolino, as well. What was Mr. Dowd hired for, what was his job description and if it was to review all contracts, he is responsible as he should have reviewed the contracts. They need to find out how Mr. Dowd was paid and where the funds came from and if there were any outside funds involved. Mr. Dowd's job description, how he was paid and who paid him are a very important part of this investigation.

Mr. Faggione stated that Mr. Paduch's request were for Mr. Dowd's job description, job title, his pay and where that pay came from. They will try and get answers the best they can along with the requests from their fellow colleagues today.

Mr. Faggione reviewed where they began and where they are today: They were tasked with investigating the Orange County Industrial Development Agency (IDA) and Orange County Funding Corporation (OCFC) in regard to whether certain signed contracts are void under General Municipal Law. They have heard legal background and legislative intent related to General Municipal Law. They have had access to Orange County Industrial Development Agency (IDA) contracts for review. They have had time to read and review the Joint Report from the New York State Comptroller and Orange County District Attorney on the Orange County Industrial Development Agency (IDA). They have three convictions and accompanying details related to the crimes committed by Vincent Cozzolino, Laurie Villasuso and Edward Diana and today they heard more about the facts regarding these matters. As apparent today they still have additional questions, and he appreciates his colleagues presenting them today. From those questions and answers and the data and background information they have been reviewing their next step would be to draft a report combining all that they have learned. There are several questions that still need to be answered through Legislative Counsel Abraham and Mr. Chapman and the answers to those questions will be combined with what they have learned so far.

Mr. Faggione recommended October 13, 2021 as the deadline for their draft report upon the conclusion of the answers to the questions asked today.

Mr. Hines asked if they would have another meeting to address the records they requested today.

Mr. Faggione asked if those answers were received electronically would that meet their needs or would they prefer to return to committee to discuss it. Mr. Hines replied that there should be one more meeting to discuss this because one question could trigger a question by another legislator.

Messrs. Cheney and Kulisek agreed with Mr. Hines.

Mr. Faggione stated that the consensus seems to be that they return for another meeting. He asked Legislative Counsel Abraham if he would be stepping ahead by requesting notes on the possible draft report in conjunction with the answers to the questions requested today. Legislative Counsel Abraham replied that it would be fair.

Mr. Faggione commented that when the questions are answered and the notes and presentations before this committee have been compiled by Legislative Counsel Abraham she will form their draft report and, in the end, their final report.

Mr. Kulisek emphasized the need to have that information long before their next meeting. They cannot wait until October 11<sup>th</sup> to receive this information.

Mr. Faggione replied that they will get the information to them quickly. They are looking at October 13, 2021, to reconvene the committee.

Mr. Hines pointed out that they were asked as a committee to determine if the contracts were valid or not and with the information, they currently have he could certainly make the determination that if the Orange County Industrial Development Agency (IDA) attorney was not looking at the contracts and the contracts were signed by the people benefitting from them, which is quite clear from the documents they have received. It is clear to him that these contracts were not valid as they were all to the benefit of Galileo Technology Group (GTG) and not to the benefit of the Orange County Industrial Development Agency (IDA), but he would leave that to the experts.

Mr. Faggione agreed with Mr. Hines, and they are focused on the task at hand to issue a report at the end that he would hope is met with unanimous support as they give it to the full legislature.

Mr. Vero stated that he planned to reread all the documents as you often pick up details that could have been missed. Mr. Hines hit the nail on the head that the counsel for the IDA wasn't aware and/or did not review because in his opinion, none of those contracts would have been valid but should they pick and choose at this point.

Mr. Cheney commented that as they move through this and review the documentation, they are not limited to just the validity of the contracts.

Mr. Cheney asked if they could move beyond that if they feel it was appropriate. Legislative Counsel Abraham replied yes to the extent that the resolution deals with determining whether the contracts themselves or the specific entities outlined in the resolution:

- Galileo Technology Group
- The Strategic Economic Consortium (a/k/a TSEC)
- Landlords where "Accelerator" sites of the IDA are located or were set up to be located
- Tenants of any "Accelerator" site
- Other suppliers of goods and/or services to the IDA/OCFC as determined by the Committee

To the extent that it is limited to those findings and the legitimacy of whether those contracts are void. However, in a RESOLVED paragraph it does state: "that the committee may make such other and further recommendations as it "shall see fit" as a result of its actions.

Mr. Faggione added that the committee will reconvene on Wednesday, October 13, 2021 at 3:30 p.m. in the Legislative Chamber.

The meeting adjourned at 4:22 p.m.