

Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Telephone: (315) 782-5865 or (800) 553-4111 Facsimile (315) 782-7915
www.jcida.com

Notice of Board Meeting

Date: November 19, 2020

To: John Jennings
Robert Aliasso
W. Edward Walldroff
Paul Warneck
William Johnson
Lisa L'Huillier

From: Chairman David Converse

Re: Notice of Board of Directors' Meeting

=====

The Jefferson County Industrial Development Agency will hold their Board Meeting on **Thursday, December 3, 2020 at 8:30 a.m.** in the board room at 146 Arsenal Street, Watertown, NY. The live stream link will be available at www.jcida.com.

Please confirm your attendance with Peggy Sampson pssampson@jcida.com at your earliest convenience.

pss

c: Donald Alexander
David Zembiec
Lyle Eaton
Joseph Russell, Esq.
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Media

Jefferson County Industrial Development Agency

800 Starbuck Avenue, Suite 800

Watertown, New York 13601

Telephone: (315) 782-5865 or (800) 553-4111 Facsimile (315) 782-7915

www.jcida.com

REVISED BOARD MEETING AGENDA

Thursday, December 3, 2020 - 8:30 a.m.

146 Arsenal Street, Watertown, NY

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – November 5, 2020**
- V. Audit Report for 2019-2020 – Bowers & Company**
- VI. Treasurer’s Report – November 30, 2020**
- VII. Committee Reports**
 - a. Loan Review Committee**
 - i. Consider Resolution No. 12.03.2020.01 for Willowbrook Enterprises Inc.**
 - b. Governance Committee**
 - i. Summary Results of Confidential Evaluation of Board Performance**
- VIII. Unfinished Business**
 - 1. 146 Arsenal Street Building**
 - 2. YMCA Project**
 - 3. NYS REDI Program**
- IX. New Business**
 - 1. Consider Resolution No. 12.03.2020.02 to Adopt Records Management Policy and Procedures**
 - 2. Consider Resolution No. 12.03.2020.03 for Authorized Signers**
- X. Counsel**
 - 1. Consider Resolution No. 12.03.2020.04 to authorize removal of restrictions on certain lands**
 - 2. Consider Resolution No. 12.03.2020.05 to approve acquisition of easement from Onondaga Development LLC**
 - 3. Consider Ground Lease with Watertown Family YMCA for 146 Arsenal Street**
- XI. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
November 5, 2020**

DRAFT

The Jefferson County Industrial Development Agency held their board meeting on Thursday, November 5, 2020 in the board room at 146 Arsenal Street, Watertown, NY.

Present: David Converse, Chair, Paul Warneck, Robert E. Aliasso, Jr., W. Edward Walldroff, William Johnson, Lisa L'Huillier

Excused: None

Absent: John Jennings

Also Present: Joseph Russell, Esq., Calvin McNeely, and Craig Fox from the Watertown Daily Times

Zoom: Rob Aiken, Matthew Moses, Esq.

Staff Present: Donald Alexander, David Zembiec, Lyle Eaton, Peggy Sampson, Marshall Weir

- I. Call to Order:** Chairman Converse called the meeting to order at 9:56 a.m.
- II. Privilege of the Floor:** Mr. Converse invited guests to speak. No one spoke.
- III. Minutes:** Minutes of the annual meeting held October 1, 2020 and the special meeting held October 15, 2020 were presented. Mr. Aliasso said a minor revision needs to be made to his presentation. He said the words 'in all continents except' needs to be added in front of Antarctica. A motion to approve the minutes as amended/presented respectively was made by Mr. Aliasso, seconded by Mr. Johnson. All in favor. Carried.
- IV. Treasurer's Report:** Mr. Aliasso reviewed the financials for the period ending October 31, 2020. After discussion, a motion was made by Mr. Aliasso to accept the financial report as presented, seconded by Mr. Johnson. All in favor. Carried.
- V. Committee Reports:**
 - a. Audit Committee**
 - i. Resolution No. 11.05.2020.01 to Engage Auditors for Annual Audit** – After review and discussion, a motion was made by Mr. Warneck to approve the attached resolution, seconded by Ms. L'Huillier. All in favor. Carried.
 - b. Loan Review Committee** – Mr. Aliasso said the committee met on October 27th.
 - i. Resolution No. 11.05.2020.02 for RBM Manufacturing Corp.** – Mr. Aliasso pointed out that the employee projections were resubmitted as full-time equivalents. He said the first loan has created 12 FT jobs and the new loan is projecting to create 12 additional jobs over three years. Mr. Converse asked for a motion to approve the resolution. A motion was made by Mr. Aliasso, seconded by Ms. L'Huillier. Discussion ensued.

Mr. Walldroff said his concern is that the company is in a good financial position and was wondering why they didn't go to the bank for financing. Mr. Alexander said that we have had a relation with the family for 25-30 years which has evolved over time and indicated that these folks have honored their obligations. He also said they are a local high-tech business that is being marketed across the U.S. and he feels it's worth the additional investment. Mr. McNeely said that they have a new banking relationship with Watertown Savings Bank, and he wasn't sure they would go out on a limb on a start-up. He said they came back to the IDA because of the history and the ease of the process. Mr. Aliasso said that he had a similar concern, but felt satisfied after speaking with the McNeely's. He said that we are in business to create jobs.

Mr. Converse asked about his goal for selling franchises. Mr. McNeely said that his goal is to sell 10 per year. Mr. Walldroff said that if the proforma comes to fruition then they should keep us in mind to accelerate payback of the loan.

All in favor of the attached resolution. Carried.

Mr. McNeely left the meeting.

- ii. **Resolution No. 11.05.2020.03 for Above Reality Virtual Sports Complex** – Mr. Aliasso said that the business is considered a theatre and has been unable to open during the pandemic. He said bankruptcy proceedings have begun. The write off balance of \$33,393.49 is effective September 30, 2020. After review and discussion, a motion was made by Mr. Aliasso to approve the attached resolution, seconded by Mr. Warneck. All in favor. Carried.

VI. Unfinished Business:

- 1. **146 Arsenal Street Building** – Mr. Converse said this was covered at the JCLDC meeting.
- 2. **YMCA Project** – Mr. Converse said this was covered at the JCLDC meeting.
- 3. **NYS REDI Program** – Mr. Alexander expressed his concern about the 64 applicants in Jefferson County and the 5% local match. He said that some of the projects have started and some are already done. He said that we are limited in what we can do. He said that he has been asking ESD since we are now getting requests from the applicants.

Mr. Aliasso said this item was brought up at Loan Review. He said that there was a discussion that the municipalities could come to the IDA instead of all 64 applicants. Attorney Russell said that municipalities cannot fund private projects. He said that the State created a program that is impossible to satisfy.

Mr. Zembiac suggested providing a denial letter to applicants as proof that they tried so they can send them to ESD. Mr. Converse said that he likes the idea to throw it back to the State. It was suggested that Mr. Alexander reach out to Molly Reilly for more information.

VII. Counsel: None.

DRAFT

VIII. New Business:

1. **Presentation by Jennifer T. Maniette of NYSERDA** – The presentation took place in the JCLDC board meeting.
2. **Resolution No. 11.05.2020.04 to Adopt Retention and Disposition Schedule LGS-1** – After review and discussion, a motion was made by Mr. Warneck to approve the attached resolution, seconded by Mr. Aliasso. All in favor. Carried.
3. **Executive Session** – At 10:44 a.m., a motion was made by Mr. Warneck to enter into executive session to discuss the potential acquisition of real property and easement, seconded by Mr. Aliasso. All in favor. Board Members, Staff and Counsel remained.

At 11:00 a.m., a motion was made by Mr. Aliasso to leave executive session and resume the regular meeting, seconded by Mr. Warneck. All in favor.

- IX. Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Warneck, seconded by Mr. Aliasso. All in favor. The meeting adjourned at 11:01 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 11.05.2020.01
to Engage Auditors for Annual Audit

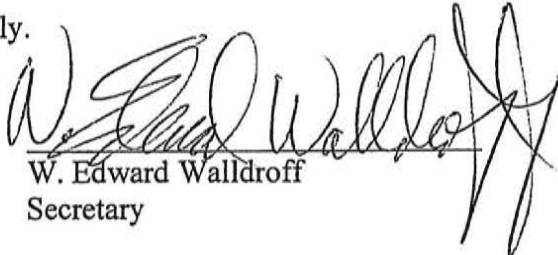
WHEREAS, the Audit Committee met on October 6, 2020 to meet with Bowers & Company CPAs PLLC, and

WHEREAS, Bowers & Company presented an engagement letter to audit the financial statements for the year ended September 30, 2020. The fee will be \$10,300 for the audit and \$400 for the preparation of information returns, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approves the recommendation as set forth in this Resolution, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary, and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.



W. Edward Walldroff
Secretary

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 11.05.2020.02

**RESOLUTION FOR AUTHORIZING A REVOLVING LOAN TO
RBM MANUFACTURING CORP.**

WHEREAS, RBM Manufacturing Corp. is a "C" Corporation owned by Richard C. McNeely and Rhonda McNeely, and

WHEREAS, this is a request for additional working capital in the amount of \$200,000, and

WHEREAS, in November 2019 the JCIDA Board approved the original loan in the amount of \$200,000, at interest only for six months; due to the COVID-19 pandemic the interest only was extended through December 2020, and

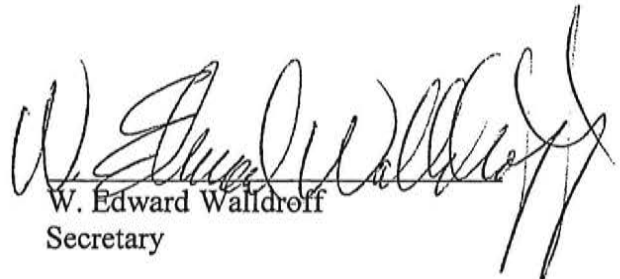
WHEREAS, Staff recommends combining the two loans for one loan of \$400,000, interest only for twelve months, then 3% for five years (exception to normal terms). Collateral will be a second position lien on the assets of the Corporation and personal guarantees of Richard C. McNeely and Rhonda McNeely. There are currently 12 jobs and they are projecting to create 12 additional jobs over three years, and

WHEREAS, on October 27, 2020 the Loan Review Committee of the Jefferson County Industrial Development Agency reviewed this request and recommended approval to the full Board of Directors, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approved the request for a Four Hundred Thousand Dollar (\$400,000.00) loan to RBM Manufacturing Corp. with all terms and conditions as set forth in this Resolution, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.


W. Edward Walldroff
Secretary

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 11.05.2020.03

**RESOLUTION FOR AUTHORIZING A WRITE OFF TO THE MICRO ENTERPRISE
LOAN FUND TO
Above Reality Virtual Sports Complex**

WHEREAS, Above Reality Virtual Sports Complex is going out of business since they are considered a theatre and cannot open during the COVID-19 pandemic, and

WHEREAS, the Watertown Local Development Corporation as lead agency is planning to write off their portion of the loan at their October board meeting, and

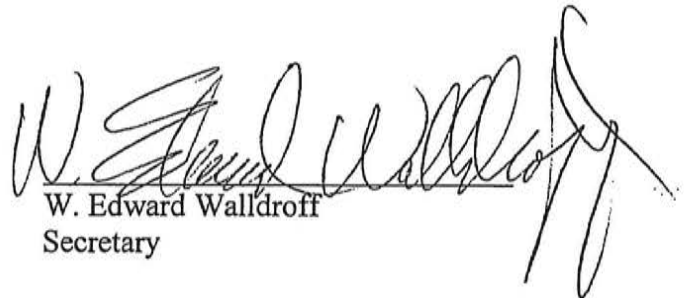
WHEREAS, Staff recommends approval to write off the MICRO loan with an outstanding principal balance of \$33,393.49 effective September 30, 2020, and

WHEREAS, on October 27, 2020 the Loan Review Committee of the Jefferson County Industrial Development Agency reviewed this request and recommended approval to the full Board of Directors, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approves the request to write off this account, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.


W. Edward Walldroff
Secretary

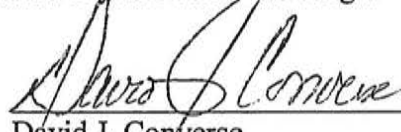
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 11.05.2020.04

RESOLUTION TO ADOPT RETENTION AND DISPOSITION SCHEDULE LGS-1

RESOLVED, By the Board of Directors of the Jefferson County Industrial Development Agency that *Retention and Disposition Schedule for New York Local Government Records*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER RESOLVED, that in accordance with Article 57-A:

- a) Only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records* after they have met the minimum retention periods described therein;
- b) Only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.



David J. Converse
Chairman

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF
THE COUNTY OF JEFFERSON, NEW YORK

FINANCIAL STATEMENTS
September 30, 2020

Table of Contents

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

| | |
|---|----|
| INDEPENDENT AUDITOR'S REPORT | 1 |
| MANAGEMENT'S DISCUSSION AND ANALYSIS | 4 |
| AUDITED BASIC FINANCIAL STATEMENTS | 16 |
| COMBINED STATEMENT OF NET POSITION | 16 |
| COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION | 17 |
| COMBINED STATEMENT OF CASH FLOWS | 18 |
| NOTES TO AUDITED BASIC FINANCIAL STATEMENTS | 20 |
| SUPPLEMENTAL SCHEDULES AND ADDITIONAL INFORMATION | 36 |
| SS1 COMBINING STATEMENT OF FUND NET POSITION | 36 |
| SS2 COMBINING STATEMENT OF FUND REVENUES, EXPENSES, AND CHANGES IN NET POSITION | 37 |
| SS3 STATEMENT OF FUND NET POSITION – COMPONENT UNITS | 38 |
| SS4 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION – COMPONENT UNITS | 39 |
| SS5 STATEMENT OF FUND NET POSITION | 40 |
| SS6 STATEMENT OF FUND REVENUES, EXPENSES, AND CHANGES IN NET POSITION | 41 |
| INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i> | 42 |
| 2020 INVESTMENT REPORT | 44 |

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Jefferson County Industrial Development Agency

Report on the Financial Statements

We have audited the accompanying financial statements of Jefferson County Industrial Development Agency (the Agency), a New York Public Benefit Corporation and a discretely presented component unit of the County of Jefferson, New York, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Jefferson County Industrial Development Agency, as of September 30, 2020, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 4-15) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Jefferson County Industrial Development Agency's basic financial statements. The supplemental schedules, SS1 – SS6, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedules are fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 25, 2020, on our consideration of Jefferson County Industrial Development Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Jefferson County Industrial Development Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County Industrial Development Agency's internal control over financial reporting and compliance.

Banner & Company

Watertown, New York
November 25, 2020

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

The following is a discussion and analysis of Jefferson County Industrial Development Agency (the Agency) for the fiscal year ended September 30, 2020. This section is a summary of the Agency's financial activities based on currently known facts, decisions, or conditions. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented in conjunction with the financial statements, which immediately follow this section. Responsibility for completeness and fairness of the information contained rests with the Agency.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Agency's financial statements, which are composed of the basic financial statements, the notes to the financial statements and other supplemental information as described below. The financial statements of the Agency report information about the Agency using accounting methods similar to those used by private sector companies. These statements offer short and long-term financial information about its activities. Responsibility for the completeness and fairness of the information contained rests with the Agency's management.

This section also includes discussion and analysis of the Agency's two component units. Jefferson County Local Development Corporation issues separate audited reports which may be obtained from the Agency.

The Jefferson County Local Development Corporation (JCLDC) was created to develop and cultivate a strong economic environment, which supports businesses and nurtures growth and new investment in the County, and provides Administrative Services to the Agency. The Organization was formed October 1, 2009.

The Jefferson County Civic Facility Development Corporation (JCCFDC) was created to perform essential governmental functions including activities associated with job creation, and promotion of community and economic activities within and around the County, and issue certain bonds on behalf of the County. The Organization was formed April 5, 2011.

BASIC FINANCIAL STATEMENTS

The basic financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

BASIC FINANCIAL STATEMENTS - Continued

The statement of net position presents information on all the Agency's assets, deferred outflows of resources, deferred inflows of resources, and liabilities. Net position, the difference between the Agency's assets, deferred outflows of resources, deferred inflows of resources, and liabilities, is one way to measure the Agency's health or *position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without corresponding increases to liabilities, will also result in increased net position, which indicates an improved financial position.

The statement of revenues, expenses, and changes in net position presents information showing how the Agency's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The statement of cash flows provides information on the major sources and uses of cash during the year. The cash flow statement portrays net cash provided or used from operating, investing, capital, and non-capital financing activities.

NOTES TO THE FINANCIAL STATEMENTS

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Supplemental Information

In addition to the basic financial statements and accompanying notes, this report presents Supplemental Schedules SS-1 through SS-6 on pages 36 - 41, which are presented for purposes of additional analysis only.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

FINANCIAL ANALYSIS

Statement of Net Position

The Agency and its component units' assets consist primarily of cash, loans receivable, grants receivables, and capital assets, net. The restricted cash accounts consist of prepaid PILOT monies and funds held for lending from various loan programs. Descriptions of the loan programs are presented below:

- ♦ **Revolving Loan Program**—this program generally provides loans up to about \$250,000. In extenuating circumstances, larger loans have been made. The interest rate is typically below market and the term ranges from 1 year to 20 years. Usually, the loan dollar amount caps at 40% of the total project costs. These loans are considered to be restricted.
- ♦ **Microenterprise Loan Program**—this program generally provides loans up to \$40,000. It is designed for smaller projects for businesses employing five or fewer people. Some or all of the employees need to be in the low to moderate-income levels as defined by the federal government. These loans are considered to be restricted.
- ♦ **City Loan Program**—this program is designed for projects located in the City of Watertown. These loans are considered to be restricted.
- ♦ **Board Designated Loans**—the JCLDC has established a loan program to make loans for economic development in the Jefferson County area. These loans are considered to be unrestricted.

Restricted loans receivable, net of the allowance for uncollectible loans of \$220,642 at September 30, 2020 were \$609,694.

Unrestricted loans receivable at September 30, 2020 were \$767,558. All loans were deemed collectible and no allowance was necessary at year-end.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

FINANCIAL ANALYSIS- Continued

Statement of Net Position- Continued

The Agency and its component units' major liabilities consist of operating payables, unearned revenues, and interest payments due to HUD. Additionally, various notes payable were incurred for costs associated with the purchase and improvements to the 146 Arsenal building and improvements to the Industrial Park land.

Deferred outflows and inflows are recorded for payments due to taxing jurisdictions from PILOT payments. These monies are passed through the Agency.

Net position includes capital assets, net of depreciation and related debt of \$1,496,742, unrestricted balance of \$4,220,153 and restricted funds as follows:

| | |
|----------------------------|---------------------|
| Revolving Loan Funds | \$ 4,236,361 |
| Microenterprise Loan Funds | 276,947 |
| City Loan Funds | 283,238 |
| Total Restricted Funds | <u>\$ 4,796,546</u> |

Capital Assets

Capital assets are comprised of land (approximately 75 acres of industrial park land) and a building (City Center Plaza, Arsenal Street, Watertown, New York), and various furniture and fixtures. The Agency has also purchased approximately 101 acres adjacent to the Watertown International Airport. This land will be used to develop an Airport Industrial Park.

| | 2019 | 2020 |
|--------------------------------|---------------------|---------------------|
| Land and Improvements | \$ 1,094,321 | \$ 1,094,321 |
| Work in Progress | 110,260 | 195,345 |
| Equipment | 188,803 | 188,803 |
| Building | 1,738,690 | 1,738,690 |
| Total Capital Assets | <u>3,132,074</u> | <u>3,217,159</u> |
| Less: Accumulated Depreciation | <u>1,440,567</u> | <u>1,540,257</u> |
| Total Capital Assets, Net | <u>\$ 1,691,507</u> | <u>\$ 1,676,902</u> |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

FINANCIAL ANALYSIS - Continued

Condensed Statement of Net Position

| | September 30, | |
|---------------------------------------|----------------------|----------------------|
| | 2019 | 2020 |
| ASSETS | | |
| Cash | \$ 8,050,972 | \$ 7,756,172 |
| Loans Receivable, Net | 1,504,186 | 1,377,252 |
| Notes Receivable, Current | 1,880 | 1,896 |
| Notes Receivable, Non-Current | 19,905 | 18,023 |
| Other Receivables | 11,910 | 13,829 |
| Capital Assets, Net | 1,691,507 | 1,676,902 |
| Other Assets | 2,695 | 8,284 |
| TOTAL ASSETS | \$ 11,283,055 | \$ 10,852,358 |
| DEFERRED OUTFLOWS OF RESOURCES | \$ 387,646 | \$ 64,670 |
| LIABILITIES | | |
| Current Liabilities | \$ 208,665 | \$ 140,734 |
| Long-Term Liabilities | 200,065 | 198,183 |
| TOTAL LIABILITIES | \$ 408,730 | \$ 338,917 |
| DEFERRED INFLOWS OF RESOURCES | \$ 431,902 | \$ 64,670 |
| NET POSITION | | |
| Net Investment in Capital Assets | \$ 1,511,347 | \$ 1,496,742 |
| Restricted | 4,787,280 | 4,796,546 |
| Unrestricted | 4,531,442 | 4,220,153 |
| TOTAL NET POSITION | \$ 10,830,069 | \$ 10,513,441 |

Refer to the Statement of Net Position in the combined financial statements for more detail.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

FINANCIAL ANALYSIS - Continued

Condensed Statement of Revenues, Expenses, and Changes in Net Position

| | For Years Ended September 30 | |
|---------------------------------------|-------------------------------------|----------------------|
| | 2019 | 2020 |
| Operating Revenues | | |
| Bond Issue and Administrative Fees | \$ 241,330 | \$ 443,160 |
| Interest on Loans Receivable | 93,061 | 68,612 |
| Jefferson County Support | 414,120 | 414,120 |
| Community Development Agreement | 279,427 | 279,427 |
| Other Operating Revenues | 45,065 | 2,060 |
| Total Operating Revenue | <u>1,073,003</u> | <u>1,207,379</u> |
| Operating Expenses | | |
| Project | 139,814 | 209,317 |
| General and Administrative | 1,113,855 | 1,373,188 |
| Bad Debt Expense/Allowance Adjustment | 165,087 | (36,131) |
| Depreciation | 114,389 | 99,690 |
| Total Operating Expenses | <u>1,533,145</u> | <u>1,646,064</u> |
| Net Loss from Operations | <u>(460,142)</u> | <u>(438,685)</u> |
| Non-Operating Revenues | <u>164,704</u> | <u>122,057</u> |
| CHANGE IN NET POSITION | <u>(295,438)</u> | <u>(316,628)</u> |
| NET POSITION, BEGINNING OF YEAR | <u>11,125,507</u> | <u>10,830,069</u> |
| NET POSITION, END OF YEAR | <u>\$ 10,830,069</u> | <u>\$ 10,513,441</u> |

Refer to the Statement of Revenues, Expenses, and Changes in Net Position in the combined financial statements for more detail.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

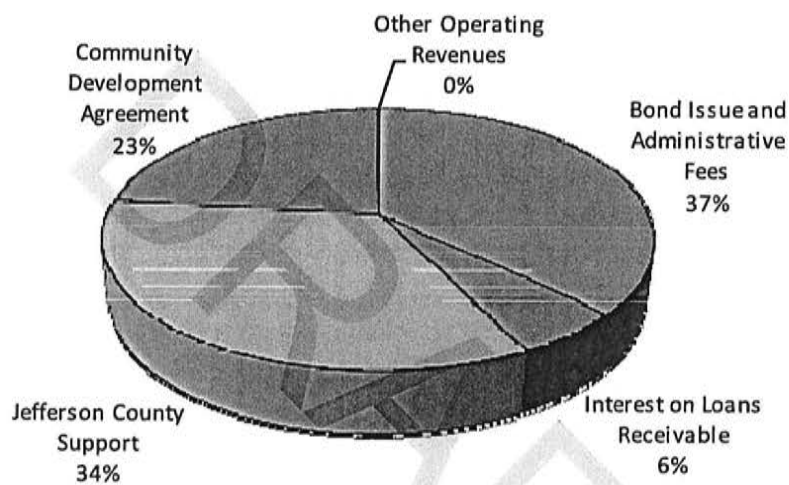
MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

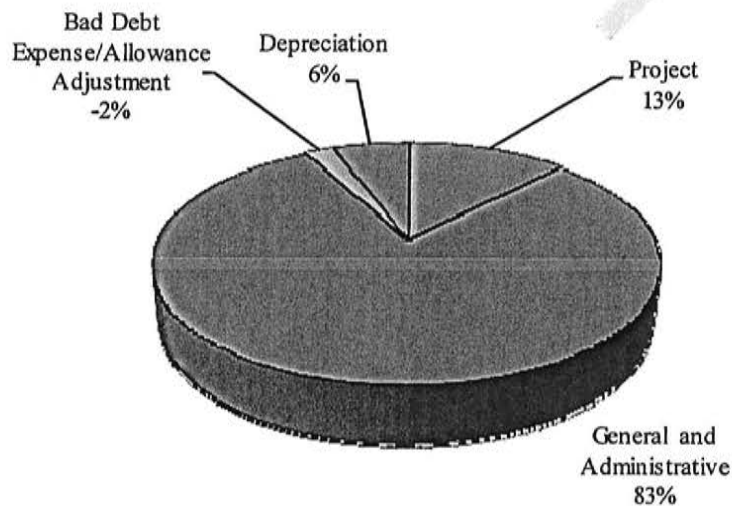
FINANCIAL ANALYSIS - Continued

Statement of Revenues, Expenses, and Changes in Net Position – Continued

Revenues



Expenses



JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

FINANCIAL ANALYSIS - Continued

Statement of Revenues, Expenses, and Changes in Net Position - Continued

The Agency's main revenue comes from fees generated through the issuance of PILOTs, underwriting and loan administrative fees, and interest earned on loan program receivables. Interest earned on the loan programs during this fiscal period was \$68,612. Other revenue is generated through grants for the various projects the Agency is administering. Grant income consisted of government grants passed through the Agency.

Operating expenses typically relate to the various projects the Agency is working on (other grant projects). The main operating expense is the Administrative Services Contract .

The major revenue and expense items for year ended September 30, 2020 relate to normal program operations.

The Agency's decrease in net position for 2020 was \$316,628; which was less than originally budgeted. Total Net Position at year-end was \$10,513,441. Refer to the statement of revenues, expenses, and changes in net position in the combined financial statements for more detail.

OVERVIEW OF THE AGENCY'S PROJECTS

146 Arsenal

In 2002, the Agency, along with state and local entities, successfully recruited Stream International, Inc. ("Stream"), a subsidiary of Solectron, to bring an outgoing call center to Jefferson County. The company created over 800 new jobs. The incentive package was over \$16,000,000 in grants, tax credits, and reduced energy costs.

In 2003, the Agency borrowed \$7,649,885 from M&T Bank in order to renovate the Woolworth building to house the new call center. This 10-year loan was repaid in full through lease payments collected by the Agency from Stream. In October 2014, the Agency negotiated a five-year extension of the lease, and provided \$500,000 in capital additions to the building, enabling continued growth of the call center. In 2016, Stream was sold to Convergys who assumed the current lease, which expired September 30, 2018. The lease was renewed by Convergys, effective October 1, 2018, for an additional three-year period under the same terms and conditions. Effective September 30, 2019, Convergys (Concentrix) cancelled the lease and discontinued business in Watertown, NY. The building remained vacant during year ended 2020. The Agency is currently in negotiations with two potential tenants for the building.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

OVERVIEW OF THE AGENCY'S PROJECTS - Continued

Industrial Access Program

The Agency was also awarded a \$948,500 grant/loan from the Industrial Access Program by the State of New York. This money was used to build a road to expand the Agency's current Industrial Park by 96 acres. The Agency will repay 40% of the grant or \$379,400. This will be due within 5 years after the project is complete and approved by New York State, and the funds will come from the sale of the land. The project was completed in the first quarter 2005, however, it has not been approved by New York State as of the year ended September 30, 2020. Long-term liabilities for the year ended September 30, 2020 is \$180,160 due to New York State for this project.

Community Development Agreement

On September 1, 2016 the Agency entered into Amendment #5 to the Community Development Agreement for the renovation and revitalization of housing on Fort Drum. This project is in excess of \$74,000,000. The agreement grants the developer, Fort Drum Mountain Homes, relief from sales tax. This agreement is Phase 5 of a 50 year agreement, and provides for payment of a Community Development Fee of \$279,427 per year; the fee is shared between the County and the Agency on a 50% basis. The first payment was made January 11, 2017 and continues through January 2021.

Projects Completed During the Year Ended September 30, 2020

During the fiscal year ended September 30, 2020, we continued work to prepare the Airport Business Park and received Shovel Ready designation by NYS.

We have provided a developer with assistance in developing an Agricultural Park. Two new occupants have been secured and buildings are currently under construction.

We are providing ongoing assistance in the development of a Microgrid and other alternative energy systems, with the main focus being solar farms.

One Microenterprise Loan was given to assist small business development.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

BUDGETARY HIGHLIGHTS

For the year ended September 30, 2020, JCIDA granted four PILOT Agreements for four separate 5 MW Solar projects. The Agency generates significant revenues through fees associated with these agreements. In addition to this, the airport development project has not started due to infrastructure issues, however, the Agency has acquired several vacant parcels for future development. The entire project has gone through extensive environmental review and was designated as Shovel Ready during last year. We are anticipating more Solar PILOT Agreements to be granted during the next fiscal year.

It is also noted that for the year ended September 30, 2020, JCLDC administrative support services fee was \$600,377.

On August 4, 2017, the Agency was awarded a Northern Border Regional Commission (NBRC) Grant. This grant is for construction of water mains, wastewater lines, and road work necessary to establish a new business park adjacent to the Watertown International Airport. The total estimated cost of this project is \$7,250,700. The NBRC Grant is for \$500,000 to be awarded when costs for the project have been incurred. This money will be used to cover a portion of professional fees on the project.

NYS Empire State Development Grant, \$1,121,000. Reimbursable at project completion. Covers engineering services, site prep, access road, wastewater lines, electric and gas utilities and communication cable.

US Economic Development Administration, \$703,000. Quarterly Reimbursement for site prep, water and waste water lines and communication cable.

DASNY Municipal Facilities Grant \$500,000. Reimbursable at project completion. Funding for engineering and site prep.

During the year ended September 30, 2020, engineering work took place on the site.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

BUDGETARY HIGHLIGHTS - Continued

| | Budget | Actual | Variation |
|----------------------------------|---------------------|---------------------|---------------------|
| Revenue | | | |
| Administrative Fees | \$ 7,200 | \$ 8,520 | \$ 1,320 |
| Community Development Agreement | 279,427 | 279,427 | - |
| Loan Program Fees | 69,561 | 68,590 | (971) |
| Interest Income | 2,500 | 3,130 | 630 |
| Late Payment Penalty | 700 | 99 | (601) |
| Grant Income | - | - | - |
| Other Operating Revenue | 2,000 | 1,961 | (39) |
| PILOT Fees | 518,017 | 360,550 | (157,467) |
| JCCFDC Transfer | - | - | - |
| Interest from Loan Receivable | 68,200 | 41,291 | (26,909) |
| Total Revenue | \$ 947,605 | \$ 763,568 | \$ (184,037) |
| Expenses | | | |
| Administrative Service Fees | \$ 601,627 | \$ 600,377 | \$ 1,250 |
| Office Expense | 140,714 | 140,819 | (105) |
| Consultants | 1,000 | 6,280 | (5,280) |
| Insurance Expense | 37,400 | 45,493 | (8,093) |
| Legal Expenses | 17,000 | 13,671 | 3,329 |
| Professional Fees | 11,800 | 10,375 | 1,425 |
| 146 Arsenal Building Maintenance | 25,000 | 208,635 | (183,635) |
| Corporate Park | 3,000 | 2,714 | 286 |
| Project | 69,591 | 69,918 | (327) |
| City/County Parking Lot | 20,000 | 20,000 | - |
| Depreciation | 78,773 | 77,875 | 898 |
| Bad Debt Expense/ Adjustment | - | (36,131) | 36,131 |
| Miscellaneous Expenses | 500 | 41,181 | (40,681) |
| Total Expenses | \$ 1,006,405 | \$ 1,201,207 | \$ (194,802) |
| Change in Net Position | \$ (58,800) | \$ (437,639) | \$ 378,839 |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2020

ECONOMIC FACTORS AND FUTURE OUTLOOK

During fiscal year 10/1/2020 through 9/30/2021 we anticipate completing major improvements at the Watertown Airport, and further development of the Airport Industrial Park. The Agency currently owns 101 acres at the Airport. The Agency has received a number of Grants for the development of the park. Those Grants are detailed on Page 12.

We will also be devoting significant resources to addressing shortages in work force and renewable energy. All of our efforts in these areas will be in cooperation with other agencies.

During the fiscal year ended 9/30/2016, JCLDC received a grant to study the feasibility of a MicroGrid. The study concluded it is a feasible project, and we are currently working with a private developer to develop a MicroGrid.

During the prior year, JCLDC received a grant from the State Education Department in the amount of \$82,028. The grant was awarded to build a records storage vault. The project was completed in November 2020.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Agency's finances. Questions concerning any of the financial information provided in this report should be addressed to the CFO of the Agency at (315) 782-5865. General information relating to the Agency can be found at its website www.jcida.com.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

AUDITED BASIC FINANCIAL STATEMENTS**COMBINED STATEMENT OF NET POSITION**

September 30, 2020

| ASSETS | |
|---|----------------------|
| CURRENT ASSETS | |
| Cash | \$ 2,837,687 |
| Loans Receivable, Net | 767,558 |
| Other Receivables | 13,829 |
| Prepaid Expense | 8,284 |
| Note Receivable, Current Portion | 1,896 |
| Total Current Assets | <u>3,629,254</u> |
| RESTRICTED ASSETS | |
| Cash | 4,918,485 |
| Loans Receivable, Net | 609,694 |
| Total Restricted Assets | <u>5,528,179</u> |
| NONCURRENT ASSETS | |
| Note Receivable, Less Current Portion | 18,023 |
| Capital Assets, Net | 1,676,902 |
| Total Noncurrent Assets | <u>1,694,925</u> |
| TOTAL ASSETS | <u>\$ 10,852,358</u> |
| DEFERRED OUTFLOWS OF RESOURCES | |
| PILOT Monies Receivable | <u>\$ 64,670</u> |
| LIABILITIES | |
| CURRENT LIABILITIES | |
| Accounts Payable | \$ 14,280 |
| Unearned Revenue | 35,280 |
| Note Payable, Current Portion | 1,896 |
| Other Current Liabilities | 85,166 |
| Total Current Liabilities | <u>136,622</u> |
| CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS | |
| Interest Payable - HUD | 4,112 |
| Total Current Liabilities Payable From Restricted Assets | <u>4,112</u> |
| NONCURRENT LIABILITIES | |
| Note Payable, Less Current Portion | 18,023 |
| Long-Term Debt, Less Current Portion | 180,160 |
| Total Noncurrent Liabilities | <u>198,183</u> |
| TOTAL LIABILITIES | <u>\$ 338,917</u> |
| DEFERRED INFLOWS OF RESOURCES | |
| Due To Other Governments - PILOTS | <u>\$ 64,670</u> |
| NET POSITION | |
| Net Investment in Capital Assets | \$ 1,496,742 |
| Restricted for: | |
| Other Legal Restrictions | 4,796,546 |
| Unrestricted | <u>4,220,153</u> |
| TOTAL NET POSITION | <u>\$ 10,513,441</u> |

See notes to audited basic financial statements.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

COMBINED STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year Ended September 30, 2020

REVENUES

OPERATING REVENUES

| | |
|---------------------------------|------------------|
| Administrative Fees | \$ 443,160 |
| Jefferson County Support | 414,120 |
| Interest from Loans Receivable | 68,612 |
| Community Development Agreement | 279,427 |
| Other Operating Revenues | 2,060 |
| Total Operating Revenues | <u>1,207,379</u> |

EXPENSES

OPERATING EXPENSES

| | |
|----------------------------------|------------------|
| Project | 209,317 |
| Salaries and Benefits | 820,100 |
| Bad Debt (Recovery) | (36,131) |
| Legal Fees | 13,671 |
| Office | 36,581 |
| Advertising and Promotion | 61,030 |
| Professional Fees | 19,460 |
| Rent | 73,460 |
| Travel, Training and Conferences | 17,643 |
| Insurance | 45,493 |
| Security | 87,681 |
| Depreciation | 99,690 |
| Other Operating Expenses | 198,069 |
| Total Operating Expenses | <u>1,646,064</u> |
| Net Operating Loss | <u>(438,685)</u> |

NON-OPERATING REVENUES

| | |
|------------------------------|----------------|
| Grant Income | 69,834 |
| Interest Income | 6,085 |
| Miscellaneous Income | 46,138 |
| Total Non-Operating Revenues | <u>122,057</u> |

| | |
|---------------------------------|-----------------------------|
| CHANGE IN NET POSITION | (316,628) |
| NET POSITION, BEGINNING OF YEAR | <u>10,830,069</u> |
| NET POSITION, END OF YEAR | <u><u>\$ 10,513,441</u></u> |

See notes to audited basic financial statements.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

COMBINED STATEMENT OF CASH FLOWS

Year Ended September 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES

| | |
|---|------------------|
| Cash Received from Principal Loan Collections | \$ 703,065 |
| Cash Received from Jefferson County | 414,120 |
| Cash Received from Bond Issue and Administrative Fees | 441,241 |
| Cash Received from Community Development Agreement | 279,427 |
| Cash Received from Interest on Loans Receivable | 68,612 |
| Cash Received from Other Operating Sources | 2,060 |
| Cash Received from Interest on Revolving Loan Funds | 4,098 |
| Cash Payments to HUD for Interest on Revolving Loan Funds | (5,562) |
| Cash Payments for Salaries and Benefits | (907,781) |
| Cash Payments for Supplies of Goods and Services | (496,465) |
| Cash Payments for Projects | (209,317) |
| Cash Payments for Loans Originations | (540,000) |
| Net Cash Provided by Operating Activities | <u>(246,502)</u> |

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

| | |
|--|-----------------|
| Nonoperating Grants Received | 28,820 |
| Transfer of PILOT Monies | <u>(44,256)</u> |
| Net Cash Provided by Noncapital Financing Activities | <u>(15,436)</u> |

**CASH FLOWS FROM CAPITAL AND RELATED
FINANCING ACTIVITIES**

| | |
|---|-----------------|
| Additions to Capital Assets | <u>(85,085)</u> |
| Net Cash Used in Capital and Related Financing Activities | <u>(85,085)</u> |

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|---|---------------|
| Cash Received from Interest and Other Sources | <u>52,223</u> |
| Net Cash Provided by Investing Activities | <u>52,223</u> |

Net Decrease in Cash (294,800)

Cash, Beginning of Year 8,050,972

Cash, End of Year \$ 7,756,172

See notes to audited basic financial statements.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

COMBINED STATEMENT OF CASH FLOWS - CONTINUED

Year Ended September 30, 2020

RECONCILIATION TO THE STATEMENT OF NET POSITION

| | |
|-----------------|---------------------|
| Cash | \$ 2,837,687 |
| Restricted Cash | 4,918,485 |
| Total Cash | <u>\$ 7,756,172</u> |

**RECONCILIATION OF CHANGE IN NET POSITION TO
NET CASH PROVIDED BY OPERATING ACTIVITIES**

| | |
|--|---------------------|
| Net Operating Loss | \$ (438,685) |
| Adjustments to Reconcile Change in Net Operating Loss to Net Cash Provided by Operating Activities: | |
| Depreciation Expense | 99,690 |
| Bad Debt Expense (Recovery) | (36,131) |
| (Increase) Decrease in: | |
| Loans Receivable | 163,065 |
| Other Receivables | (1,919) |
| Prepaid Expenses | (5,589) |
| Increase (Decrease) in: | |
| Accounts Payable | (18,589) |
| Interest Payable | (1,462) |
| Other Liabilities | (6,882) |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>\$ (246,502)</u> |

See notes to audited basic financial statements.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization Description

The Jefferson County Industrial Development Agency (the Agency) is a public benefit corporation, which was created by Article 18A of the General Municipal Law to actively promote, attract, encourage and develop economically sound commerce and industry for the purpose of preventing unemployment and economic deterioration in the County of Jefferson, New York (the County). The Agency is exempt from federal, state, and local income taxes. The Agency, although established by the County, is a separate entity and operates independently of the County. The U.S. Department of Housing and Urban Development (HUD) is the cognizant agency.

Reporting Entity

As defined by Governmental Accounting Standards Board (GASB) Statement No. 39, *Determining Whether Certain Organizations are Components Units*, the Agency is financially accountable to the County and is considered a component unit of the County. Jefferson County Local Development Corporation (JCLDC) and Jefferson County Civic Facility Corporation (JCCFDC) are financially accountable to the Agency and are considered component units of the Agency.

Blended Component Units

The JCLDC and JCCFDC are component units of the Agency. The JCLDC issues separate audited financial statements. Copies of reports may be obtained from the Agency.

The JCLDC was created to develop and cultivate a strong economic environment, which supports businesses and nurtures growth and new investment in the County. The JCLDC was formed October 1, 2009. The financial activity of the JCLDC is combined with the financial activity of the Agency since their respective Boards are substantially the same and due to the nature of their relationship.

The JCCFDC was created to perform essential governmental functions including activities associated with job creation, and promotion of community and economic activities within and around the County, and issue certain bonds on behalf of the County. The JCCFDC was approved by the Jefferson County Board of Legislators on April 5, 2011. The financial activity of the JCCFDC is combined with the financial activity of the Agency since their respective Boards are substantially the same and due to the nature of their relationship.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES - Continued**

Measurement Focus, Basis of Accounting and Financial Statements Presentation

The Agency's financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The Agency's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements. In accordance with GASB Statement No. 62, the Agency's proprietary funds follow all FASB statements issued prior to November 30, 1989 until subsequently amended, superseded or rescinded. The Agency also applies all FASB statements issued after November 30, 1989 that are developed for business enterprises, unless those statements conflict with or contradict a GASB statement.

The Agency's basic financial statements are presented in conformance with the provisions of GASB Statement No. 34, "Basic Financial Statements – and Management's Discussion and Analysis – For State and Local Governments".

Statement No. 34 established standards for external financial reporting for all state and local governmental entities, which includes a statement of net position, statement of revenues, expenses and changes in net position, and statement of cash flows. It requires the classification of net position into three components – net investment in capital assets; restricted; and unrestricted.

These classifications are defined as follows:

Net Investment in Capital Assets - consists of net capital assets (cost less accumulated depreciation) reduced by outstanding balances of related debt obligations from the acquisition, construction, or improvements of those assets.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES - Continued**

**Measurement Focus, Basis of Accounting and Financial Statements Presentation -
Continued**

Restricted Net Position - reports net position when constraints placed on the assets or deferred outflows of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position - reports the balance of net position that does not meet the definition of the above two classifications and are deemed to be available for general use by the Agency.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For the purposes of the Statement of Cash Flows, the Agency considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Agency reported no cash equivalents for the year ended September 30, 2020.

Loans Receivable and Allowance for Loan Losses

Loans receivable are stated at unpaid principal balance. Interest on loans is recognized over the term of the loan and is calculated using the simple-interest method on principal amounts outstanding.

Loans receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to an allowance for loan losses based on its assessment of the current status of individual accounts. It is the Agency's policy to charge off uncollectible loans receivable when management determines the receivable will not be collected.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES - Continued**

Other Receivables

Other receivables at year-end consist of grants receivable and accounts receivable. Grants receivable represent amounts that have been billed under grant agreements but not collected as of the date of the financial statements. Grants receivable are stated at the amount management expects to be collected from the outstanding balance. As of September 30, 2020, management has determined based on historical experience, that all amounts are fully collectible and no allowance for doubtful accounts is necessary. Accounts receivable are shown gross, with uncollectible amounts recognized under the direct write-off method. No allowance for uncollectible accounts has been provided since it is believed that such allowance would not be material.

Capital Assets

Capital assets are reported at actual cost or estimated historical cost. Donated assets are reported at estimated fair market value at the time received.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital assets accounts), depreciation methods, and estimated useful lives of capital assets are as follows:

| | Capitalization Threshold | Depreciation Method | Estimated Useful Life |
|-----------------------|-------------------------------------|--------------------------------|----------------------------------|
| Furniture & Equipment | \$1,000 | Straight-line | 5-10 |
| Building | 1,000 | Straight-line | 10 |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

**NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT
ACCOUNTING POLICIES - Continued**

Revenues and Expenses

Revenues and expenses are distinguished between operating and non-operating items. Operating revenues generally result from providing services in connection with the Agency's principal ongoing operations. The principal operating revenues of the Agency are fees and interest revenue for administering bond issuances, PILOTs, and loan services. Operating expenses include the costs associated with the loan services, administrative expenses and depreciation on capital assets. Expenses that are for the development of economic activities are included in program expenses under operating expenses. All revenues and expenses not meeting these definitions are reported as non-operating revenues and expenses.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency had one item that qualifies for reporting in this category. It is the PILOT monies receivable.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resource (revenue) until that time. The Agency had one item that qualifies for reporting in this category. It is the Due to Other Governments, which represent PILOT payments due.

Tax-Exempt Status

The Agency is exempt from taxation under the Internal Revenue Code of 1986. All required filings are handled through the County. Management has determined that the Agency does not have any uncertain tax positions.

Date of Management's Review

Management has evaluated subsequent events through November 25, 2020, the date which the financial statements were available to be issued. Management has determined such events have occurred as described in Note 14.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 2 – CUSTODIAL CREDIT, CONCENTRATION OF CREDIT, INTEREST RATE AND FOREIGN CURRENCY RISKS

Custodial credit risk is the risk that in the event of a bank failure, the Agency's deposits may not be returned to it. The Agency's investments policies are included in their *Investment Policy Guidelines and Procedures*. The Agency's monies must be deposited in banks or trust companies located within the State or obligations of the U.S. Treasury and U.S. Agencies. Collateral is required for demand and time deposits and certificates of deposit not covered by insurance. Obligations that may be pledged as collateral are obligations of the United States and its agencies and obligations of the State and its municipalities and school districts. The Agency's aggregate bank balances (disclosed in the financial statements) included balances not covered by depository insurance at year-end, are collateralized as follows:

| | |
|--|--------------|
| Uncollateralized | \$ - |
| Collateralized with securities held by the pledging financial institution, or its trust department or agent, but not in the Agency's name. | \$ 6,812,956 |

Deposits at year-end were fully collateralized.

The Agency does not typically purchase investments and is not exposed to any material interest rate risk. The Agency does not typically purchase investments denominated in a foreign currency and is not exposed to foreign currency risk.

NOTE 3 – LOANS RECEIVABLE

At September 30, 2020 loans receivable, net of the allowance for loan losses, consisted of the following:

Unrestricted:

| | |
|-----------------------------------|------------|
| JCLDC Revolving Loan Fund Program | \$ 487,710 |
| Covid-19 Emergency Loan Program | 279,848 |

Restricted:

| | |
|------------------------------|--------------|
| Revolving Loan Program | 378,754 |
| Microenterprise Loan Program | 147,269 |
| City Loan Program | 83,671 |
| Total Loans Receivable, Net | \$ 1,377,252 |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 3 - LOANS RECEIVABLE - Continued

JCLDC Revolving Loan Fund Program

The JCLDC has established a loan program to make loans for economic development purposes to qualified applicants. This function was established to enhance JCLDC's ability to stimulate economic development in the County area and help spur job creation and retention in the area. At September 30, 2020, there has been no allowance for doubtful accounts established based on management's judgment.

JCLDC Covid-19 Emergency Loan Program

During the year ended September 30, 2020, the JCLDC disbursed 30 Covid-19 Emergency loans, 28 of which were for \$10,000 each, and two participation loans for \$5,000 each. The loan terms call for 13 monthly interest only payments followed by 60 monthly principal and interest payments, at an interest rate of 3.00%. Once the loan is paid down to a balance of \$2,500, the remaining balance is forgiven and recorded as loan forgiveness expense by the JCLDC.

Revolving Loan Fund Program

The Agency has established a Revolving Loan Fund Program offering low interest loans to area businesses. The loans are approved by the governing board after giving consideration to the major criteria, i.e., enhancement of the economic environment. Revenue recognition on these loans is limited to the receipt of interest. The Agency has established an allowance for loan losses in order to provide a fair presentation of its loans receivable. The allowance of \$190,000 at September 30, 2020 was based on the Agency's historical average percentage of accounts written off over the last three years and management's judgment.

Microenterprise Loan Program

The Microenterprise Loan Program was established to provide small businesses with loans to stimulate small business activity through start-up and expansion projects which create and retain job opportunities principally for low to moderate income residents. The Agency has established an allowance for loan losses in order to provide a fair presentation of its loans receivable. The allowance of \$30,642 at September 30, 2020 was based on the Agency's historical average percentage of accounts written off over the last three years and management's judgment.

City Loan Program

The City Loan Program was established to provide working capital for local businesses and create a revolving loan fund, which will be used to provide loans for the support of economic development in the City of Watertown. At September 30, 2020, there has been no allowance for loan losses established based on management's judgment.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 3 - LOANS RECEIVABLE - Continued

The following is a schedule of the outstanding loans receivable under the JCLDC Revolving Loan Fund program at September 30, 2020:

JCLDC Revolving Loan Fund Program

| | |
|---|--------------------------|
| Clayton Island Tours | \$ 40,000 |
| Current Applications | 128,971 |
| LCO Destiny, Inc. | 88,674 |
| North Branch Farms | 48,437 |
| WICLDC #1 | 117,536 |
| WICLDC #2 | 64,092 |
| | <hr/> |
| Total JCLDC Revolving Loan Fund Program | 487,710 |
| | <hr/> |
| Covid-19 Emergency Loan Program | 279,848 |
| | <hr/> |
| Total JCLDC Loans | <u><u>\$ 767,558</u></u> |

The following is a schedule of the outstanding Revolving Loan Fund receivable at September 30, 2020:

Revolving Loan Program:

| | |
|---------------------------------------|--------------------------|
| Meadowbrook Terrace | \$ 75,946 |
| MLR, LLC | 103,938 |
| RBM Manufacturing | 200,000 |
| Wright Bros. LLC | 188,870 |
| | <hr/> |
| Total | 568,754 |
| | <hr/> |
| Less - Allowance for Loan Losses | (190,000) |
| | <hr/> |
| Total Revolving Loans Receivable, Net | <u><u>\$ 378,754</u></u> |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 3 - LOANS RECEIVABLE - Continued

The following is a schedule of the outstanding Microenterprise Loan Program receivable at September 30, 2020:

Microenterprise Loan Program:

| | |
|---|--------------------------|
| Colleen's Cherry Tree Inn | \$ 34,951 |
| Main Street Crafts and Drafts | 4,946 |
| Painful Acres | 29,070 |
| R.L. Gould and Son, LLC | 31,348 |
| Sackets Harbor Trading Co. | 528 |
| Sarah's Barber Shop | 9,407 |
| Scrub Hub | 10,814 |
| Serve-Pro | 4,967 |
| Taste of Design | 19,229 |
| The Sandwich Bar | 8,115 |
| Thousand Islands Habitat for Humanity | 24,536 |
| Total | <u>177,911</u> |
| Less - Allowance for Loan Losses | (30,642) |
| Total Microenterprise Loans Receivable, Net | <u><u>\$ 147,269</u></u> |

The following is a schedule of the outstanding City Loan Program receivable at September 30, 2020:

City Loan Program

| | |
|----------------------|-------------------------|
| Current Applications | <u><u>\$ 83,671</u></u> |
|----------------------|-------------------------|

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 3 - LOANS RECEIVABLE - Continued

Activity in the Revolving Loan Fund Allowance for Loan Losses is as follows:

| | |
|------------------------------|--------------------------|
| Balance - October 1, 2019 | \$ 275,325 |
| Recovery | 15,468 |
| Bad Debt Expense/Adjustment | <u>(100,793)</u> |
| Balance - September 30, 2020 | <u><u>\$ 190,000</u></u> |

Activity in the Microenterprise Loan Program Allowance for Loan Losses is as follows:

| | |
|------------------------------|-------------------------|
| Balance - October 1, 2019 | \$ 30,642 |
| Recovery | <u>-</u> |
| Balance - September 30, 2020 | <u><u>\$ 30,642</u></u> |

The aging of loans receivable portfolio by classes as of September 30, 2020 is summarized as follows:

| | 30-59 Days Past Due | 60-89 Days Past Due | Greater Than 90 Days | Current | Total Loans Receivable |
|--|------------------------|------------------------|-------------------------|----------------------------|----------------------------|
| Revolving Loan Fund | | | | | |
| Loans Receivable | \$ - | \$ - | \$ - | \$ 568,754 | \$ 568,754 |
| Microenterprise | | | | | |
| Loans Receivable | 528 | - | | 177,383 | 177,911 |
| City Loan Program | | | | | |
| Loans Receivable | - | - | - | 83,671 | 83,671 |
| JCLDC | | | | | |
| RLF Loans Receivable | - | - | - | 487,710 | 487,710 |
| Covid-19 Emergency Loans Receivable | <u>-</u> | <u>-</u> | <u>-</u> | <u>279,848</u> | <u>279,848</u> |
| Total | <u><u>\$ 528</u></u> | <u><u>\$ -</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 1,597,366</u></u> | <u><u>\$ 1,597,894</u></u> |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 4 – NOTE RECEIVABLE/NOTE PAYABLE

Note receivable/note payable consisted of the following at September 30, 2020:

Income will be recognized as payments are received on this note.

| | |
|---|------------------|
| Note due from Kenneth Rogers - monthly payments of \$314.91, including interest at 9%, due 12/1/27 | \$ 19,919 |
| Less - Current Portion | (1,896) |
| Non-Current Portion | <u>\$ 18,023</u> |

NOTE 5 – RESTRICTED ASSETS

Restricted cash, which is invested in interest-bearing and non-interest bearing accounts, consisted of the following at September 30, 2020:

| | |
|-----------------------------|---------------------|
| Revolving Loan Fund | \$ 3,861,705 |
| Microenterprise Loan Fund | 129,687 |
| City Loan Fund | 199,572 |
| Capital Improvement Reserve | <u>727,521</u> |
| Total Restricted Cash | <u>\$ 4,918,485</u> |

Capital Improvement Reserve

The Agency, as a term to a lease agreement with Convergys (the Company), has established a Capital Improvement Reserve. Annual payments of \$200,000 are made by the Company to fund the reserve through September 30, 2019. As of September 30, 2020, the cash balance reserve is \$727,521. These funds are considered restricted by the Board.

The Company has ceased operations and vacated the building as of September 30, 2020. Due to the termination of the lease, expenses related to the building will become a temporary obligation of the Agency. The Agency's Board of Directors approved releasing restrictions from the Capital Improvement Reserve so monies can be used to continue operations of the building to include, but not restricted to, capital set-asides.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 5 – RESTRICTED ASSETS - Continued

Loan Programs

In addition to restricted cash, the Agency has three loan programs in which the loan receivable balances are also considered restricted as of year-end. The Revolving Loan Program, the Microenterprise Loan Program, and the City Loan Program were established with grants from the U.S. Department of Housing and Urban Development and are reported as restricted assets. The restricted assets are used to improve economic development in the County. Refer to Note 3 for the year-end balances for each of the restricted loan programs.

NOTE 6 – LAND

The Agency has purchased land in order to establish an Industrial Park to encourage new businesses to settle in the County. Land was sold to various businesses throughout the years, and at September 30, 2020 the Agency held approximately 21 acres at an approximate cost of \$13,003 per acre. The Agency purchased additional land during the year ended September 30, 2007 to establish another Industrial Park. The additional land is approximately 34 acres at a cost of \$739 per acre. The Agency purchased additional land during the years ended September 30, 2014 and 2015 to establish an AirPark. The parcels of land are approximately 73 acres at a cost of \$32,965 per acre. See Capital Assets – Note 7 for details.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 7 – CAPITAL ASSETS

Capital assets at September 30, 2020 consist of the following:

| | Beginning Balance | Increases | Decreases | Ending Balance |
|--|------------------------------|------------------|------------------|---------------------------|
| Capital Assets That Are Not Depreciated: | | | | |
| Land and Improvements | \$ 1,094,321 | \$ - | \$ - | \$ 1,094,321 |
| Work in Progress | 110,260 | 85,085 | - | 195,345 |
| Total Nondepreciable Assets | 1,204,581 | 85,085 | - | 1,289,666 |
| Capital Assets That Are Depreciated: | | | | |
| Equipment | 188,803 | - | - | 188,803 |
| Building | 1,738,690 | - | - | 1,738,690 |
| Total Depreciable Assets | 1,927,493 | - | - | 1,927,493 |
| Less: Accumulated Depreciation | 1,440,567 | 99,690 | - | 1,540,257 |
| Total Depreciated Assets, Net | 486,926 | (99,690) | - | 387,236 |
| Capital Assets, Net | \$ 1,691,507 | \$ (14,605) | \$ - | \$ 1,676,902 |

NOTE 8 – PILOT PROGRAM

The Agency is also a party to agreements allowing a payment in lieu of tax (PILOT) for certain properties. The Agency invoices and collects these taxes and then issues its own check to pay the taxing jurisdiction. Amounts billed by the Agency and not received as of year-end are reported as deferred outflows of resources in the accompanying statement of net position. PILOT monies receivable for the year ended September 30, 2020 are \$64,670.

PILOT monies received through year-end but not yet paid out to taxing jurisdictions and PILOT monies receivable at year-end that represent future PILOT payments are reported as deferred inflows of resources in the accompanying statement of net position. Due to other governments are PILOT amounts due to the taxing jurisdictions. Future PILOT payments for the year ended September 30, 2020 are \$64,670.

The Agency reports no revenues or expenses related to PILOT programs as amounts are only passed-through the Agency.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 9 – LONG-TERM DEBT

The following notes payable were in effect at September 30, 2020:

New York State Department of Transportation - grant repayment of 40% of Industrial Access project - payments to start one year from project completion - project is completed, but not yet approved, at September 30, 2020:

\$ 180,160

The future principal payments on the notes payable as of September 30, 2020 are summarized as follows:

| Year Ending September 30 | Principal | Interest | Total |
|-----------------------------|-------------------|-------------|-------------------|
| 2021 | \$ - | \$ - | \$ - |
| 2022 | - | - | - |
| 2023 | - | - | - |
| 2024 | - | - | - |
| 2025 | - | - | - |
| Thereafter | <u>180,160</u> | <u>-</u> | <u>180,160</u> |
| | <u>\$ 180,160</u> | <u>\$ -</u> | <u>\$ 180,160</u> |

Summary of changes in long-term debt:

| | October 1, 2019 | Additions | Reductions | September 30, 2020 |
|---------------|-------------------|-------------|-------------|--------------------|
| Notes Payable | <u>\$ 180,160</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 180,160</u> |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

NOTE 10 – COMMITMENTS AND CONTINGENCIES

Industrial Revenue Bond and Note Transactions

Certain industrial development revenue bonds and notes issued by the Agency are secured by property, which is leased to companies and is retired by lease payments. The bonds and notes are not obligations of the Agency or the State.

The Agency does not record an asset or liability resulting from completed bond and note issuances in its accounts since the Agency's primary function is to arrange the financing relationship between the borrowers and the bondholders and funds arising from these arrangements are controlled by trustees or banks acting as fiscal agents. For providing this service, the Agency receives bond administration fees from the borrowing companies. Such administrative fee income is recognized immediately upon issuance of bonds and notes.

Loan Commitments

At September 30, 2020, the Agency had no commitments for loans that have not been completed as of year-end.

Federal and State Grant Programs

The Agency participates in Federal and State grant programs. These programs are audited in accordance with the provisions of applicable Federal and State requirements. No cost disallowances are expected as a result of these audits, however, these programs are subject to further examination by the grantors. Expenditures, which may be disallowed by the granting agencies, cannot be determined at this time. The Agency expects such amounts, if any, to be immaterial.

As of September 30, 2020, in the opinion of the Agency management, there were no additional outstanding matters that would have a significant effect on the financial position of the funds of the Agency.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

NOTES TO AUDITED BASIC FINANCIAL STATEMENTS

September 30, 2020

**NOTE 11 – RELATED PARTY AGREEMENTS AND
TRANSACTIONS**

The Agency has a renewable agreement with the JCLDC to provide professional staffing and administrative support services. For the year ended September 30, 2020, the fee was \$600,377, the Agency recognized the fee as revenue for the services provided under the agreement. The recognized revenue, and expense for services are eliminated during consolidation at SS2, Combining Statement of Fund Revenues, Expenses, and Changes in Net Position.

Jefferson County Civic Facility Development issues certain bonds on the Agency's behalf that the Agency is not permitted to issue. JCCFDC transfers one percent on any bonds issued up to \$10 million, and .25% on any bonds issued above \$10 million.

NOTE 12 – RISK MANAGEMENT

The Agency has the responsibility for making and carrying out decisions that will minimize the adverse effects of accidental losses that involve the Agency's assets. Accordingly, commercial insurance coverage is obtained to include general liability, property and casualty, and certain other risks. The amounts of settlements during each of the past three fiscal years have not exceeded insurance coverage.

NOTE 13 – PENSION PLAN

On August 1, 2013, Jefferson County Local Development Corporation established a 401K Profit Sharing Pension Plan. The Plan is administered by RBC Wealth Management. The employer contribution is set at 4% of the employees' annual salary. All full-time employees are covered by the Plan. For the year ended September 30, 2020, JCLDC made contributions in the amount of \$45,953.

NOTE 14 – SUBSEQUENT EVENTS

In recent months, the COVID-19 outbreak in the United States has resulted in business disruption. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. Therefore, while the Organization expects this matter to negatively impact its operating results and financial condition, the related financial impact and duration cannot be reasonably estimated at this time.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

SUPPLEMENTAL SCHEDULES AND ADDITIONAL INFORMATION

SS1 COMBINING STATEMENT OF FUND NET POSITION

September 30, 2020

| ASSETS | JCIDA | Component Units | Eliminations | TOTAL |
|---|----------------------------|----------------------------|--------------------|-----------------------------|
| Current Assets: | | | | |
| Cash | \$ 270,095 | \$ 2,567,592 | \$ - | \$ 2,837,687 |
| Loans Receivable, Net | - | 767,558 | - | 767,558 |
| Other Receivables | - | 13,829 | - | 13,829 |
| Prepaid Expense | 450 | 7,834 | - | 8,284 |
| Note Receivable, Current Portion | 1,896 | - | - | 1,896 |
| Total Current Assets | <u>272,441</u> | <u>3,356,813</u> | <u>-</u> | <u>3,629,254</u> |
| Restricted Assets: | | | | |
| Cash | 4,918,485 | - | - | 4,918,485 |
| Loans Receivable, Net | 609,694 | - | - | 609,694 |
| Total Restricted Assets | <u>5,528,179</u> | <u>-</u> | <u>-</u> | <u>5,528,179</u> |
| Noncurrent Assets: | | | | |
| Note Receivable, Less Current Portion | 18,023 | - | - | 18,023 |
| Capital Assets, Net | 1,587,236 | 89,666 | - | 1,676,902 |
| Total Noncurrent Assets | <u>1,605,259</u> | <u>89,666</u> | <u>-</u> | <u>1,694,925</u> |
| TOTAL ASSETS | <u>\$ 7,405,879</u> | <u>\$ 3,446,479</u> | <u>\$ -</u> | <u>\$ 10,852,358</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | | |
| PILOT Monies Receivable | <u>\$ 64,670</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 64,670</u> |
| LIABILITIES | | | | |
| Current Liabilities: | | | | |
| Accounts Payable | \$ 7,917 | \$ 6,363 | \$ - | \$ 14,280 |
| Unearned Revenue | - | 35,280 | - | 35,280 |
| Note Payable, Current Portion | 1,896 | - | - | 1,896 |
| Other Current Liabilities | 51,373 | 33,793 | - | 85,166 |
| Total Current Liabilities | <u>61,186</u> | <u>75,436</u> | <u>-</u> | <u>136,622</u> |
| Current Liabilities Payable From Restricted Assets: | | | | |
| Interest Payable - HUD | <u>4,112</u> | <u>-</u> | <u>-</u> | <u>4,112</u> |
| Noncurrent Liabilities: | | | | |
| Note Payable, Less Current Portion | 18,023 | - | - | 18,023 |
| Long-Term Debt, Less Current Portion | 180,160 | - | - | 180,160 |
| Total Noncurrent Liabilities | <u>198,183</u> | <u>-</u> | <u>-</u> | <u>198,183</u> |
| TOTAL LIABILITIES | <u>\$ 263,481</u> | <u>\$ 75,436</u> | <u>\$ -</u> | <u>\$ 338,917</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Due to Other Governments - PILOTS | <u>\$ 64,670</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 64,670</u> |
| NET POSITION | | | | |
| Net Investment in Capital Assets | \$ 1,407,076 | \$ 89,666 | \$ - | \$ 1,496,742 |
| Restricted for: | | | | |
| Revolving Loan Program | 4,236,361 | - | - | 4,236,361 |
| Microenterprise Loan Program | 276,947 | - | - | 276,947 |
| City Loan Program | 283,238 | - | - | 283,238 |
| Total Restricted Net Position | <u>4,796,546</u> | <u>-</u> | <u>-</u> | <u>4,796,546</u> |
| Unrestricted | 938,776 | 3,281,377 | - | 4,220,153 |
| TOTAL NET POSITION | <u>\$ 7,142,398</u> | <u>\$ 3,371,043</u> | <u>\$ -</u> | <u>\$ 10,513,441</u> |

See paragraph on supplementary schedules included in auditor's report.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

SS2 COMBINING STATEMENT OF FUND REVENUES, EXPENSES, AND CHANGES IN NET POSITION

Year Ended September 30, 2020

| | JCIDA | Component Units | Eliminations | Total |
|-----------------------------------|--------------------|--------------------|------------------|---------------------|
| REVENUES | | | | |
| Operating Revenues: | | | | |
| Administrative Fees* | \$ 437,660 | \$ 605,877 | \$ (600,377) | \$ 443,160 |
| Jefferson County Support | - | 414,120 | - | 414,120 |
| Interest from Loans Receivable | 41,291 | 27,321 | - | 68,612 |
| Community Development Agreement | 279,427 | - | - | 279,427 |
| Other Operating Revenues* | 2,060 | - | - | 2,060 |
| Total Operating Revenues | <u>760,438</u> | <u>1,047,318</u> | <u>(600,377)</u> | <u>1,207,379</u> |
| EXPENSES | | | | |
| Operating Expenses: | | | | |
| Project * | 209,317 | - | - | 209,317 |
| Salaries and Benefits | 31,736 | 788,364 | - | 820,100 |
| Bad Debt (Recovery) | (36,131) | - | - | (36,131) |
| Legal Fees | 13,671 | - | - | 13,671 |
| Office | 653 | 35,928 | - | 36,581 |
| Advertising and Promotion | - | 61,030 | - | 61,030 |
| Administrative Service Agreement* | 600,377 | - | (600,377) | - |
| Professional Fees | 10,375 | 9,085 | - | 19,460 |
| Rent | - | 73,460 | - | 73,460 |
| Travel, Training and Conferences | - | 17,643 | - | 17,643 |
| Insurance | 45,493 | - | - | 45,493 |
| Security | 87,681 | - | - | 87,681 |
| Depreciation | 77,875 | 21,815 | - | 99,690 |
| Other Operating Expenses* | 160,160 | 37,909 | - | 198,069 |
| Total Operating Expenses | <u>1,201,207</u> | <u>1,045,234</u> | <u>(600,377)</u> | <u>1,646,064</u> |
| Net Operating Income (Loss) | <u>(440,769)</u> | <u>2,084</u> | <u>-</u> | <u>(438,685)</u> |
| NON-OPERATING REVENUES | | | | |
| Grant Income | - | 69,834 | - | 69,834 |
| Interest Income | 3,130 | 2,955 | - | 6,085 |
| Miscellaneous Income | - | 46,138 | - | 46,138 |
| Total Non-Operating Revenues | <u>3,130</u> | <u>118,927</u> | <u>-</u> | <u>122,057</u> |
| CHANGE IN NET POSITION | (437,639) | 121,011 | - | (316,628) |
| NET POSITION, BEGINNING OF YEAR | <u>7,580,037</u> | <u>3,250,032</u> | <u>-</u> | <u>10,830,069</u> |
| NET POSITION, END OF YEAR | <u>\$7,142,398</u> | <u>\$3,371,043</u> | <u>\$ -</u> | <u>\$10,513,441</u> |

* Amounts reported in the Combined Statement of Revenues, Expenses and Changes in Net Position do not include interfund fees, program expenses and administrative fees.

See paragraph on supplementary schedules included in auditor's report.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

SS3 STATEMENT OF FUND NET POSITION – COMPONENT UNITS

September 30, 2020

| | ASSETS | | |
|---|-------------------------------------|------------------|---------------------|
| | JCLDC | JCCFDC | TOTAL |
| CURRENT ASSETS | | | |
| Cash | \$ 2,552,775 | \$ 14,817 | \$ 2,567,592 |
| Loans Receivable | 767,558 | - | 767,558 |
| Other Receivables | 12,329 | 1,500 | 13,829 |
| Prepaid Expenses | 7,834 | - | 7,834 |
| Total Current Assets | <u>3,340,496</u> | <u>16,317</u> | <u>3,356,813</u> |
| CAPITAL ASSETS, NET | <u>89,666</u> | <u>-</u> | <u>89,666</u> |
| TOTAL ASSETS | <u>\$ 3,430,162</u> | <u>\$ 16,317</u> | <u>\$ 3,446,479</u> |
| | LIABILITIES AND NET POSITION | | |
| LIABILITIES | | | |
| Accounts Payable | \$ 6,363 | \$ - | \$ 6,363 |
| Accrued Expenses | 33,793 | - | 33,793 |
| Unearned Revenue | 35,280 | - | 35,280 |
| Total Liabilities | <u>75,436</u> | <u>-</u> | <u>75,436</u> |
| NET POSITION | | | |
| Unrestricted: | | | |
| Undesignated | <u>3,354,726</u> | <u>16,317</u> | <u>3,371,043</u> |
| TOTAL LIABILITIES AND NET POSITION | <u>\$ 3,430,162</u> | <u>\$ 16,317</u> | <u>\$ 3,446,479</u> |

See paragraph on supplementary schedules included in auditor's report.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

**SS4 STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION –
COMPONENT UNITS**

Year Ended September 30, 2020

| | JCLDC | JCCFDC | TOTAL |
|----------------------------------|---------------------|------------------|---------------------|
| REVENUES | | | |
| Operating Revenues: | | | |
| Administrative Fees | \$ 600,377 | \$ 5,500 | \$ 605,877 |
| Jefferson County Support | 414,120 | - | 414,120 |
| Interest from Loans Receivable | 27,321 | - | 27,321 |
| Total Operating Revenues | <u>1,041,818</u> | <u>5,500</u> | <u>1,047,318</u> |
| EXPENSES | | | |
| Salaries and Benefits | 788,364 | - | 788,364 |
| Office | 35,928 | - | 35,928 |
| Advertising and Promotion | 61,030 | - | 61,030 |
| Professional Fees | 9,085 | - | 9,085 |
| Rent | 73,460 | - | 73,460 |
| Travel, Training and Conferences | 17,643 | - | 17,643 |
| Depreciation | 21,815 | - | 21,815 |
| Other Operating Expenses | 37,909 | - | 37,909 |
| Total Operating Expenses | <u>1,045,234</u> | <u>-</u> | <u>1,045,234</u> |
| Net Operating Income (Loss) | <u>(3,416)</u> | <u>5,500</u> | <u>2,084</u> |
| NON-OPERATING REVENUES | | | |
| Grant Income | 69,834 | - | 69,834 |
| Interest Income | 2,955 | - | 2,955 |
| Miscellaneous Income | 46,138 | - | 46,138 |
| Total Non-Operating Revenues | <u>118,927</u> | <u>-</u> | <u>118,927</u> |
| CHANGE IN NET POSITION | 115,511 | 5,500 | 121,011 |
| NET POSITION, BEGINNING OF YEAR | <u>3,239,215</u> | <u>10,817</u> | <u>3,250,032</u> |
| NET POSITION, END OF YEAR | <u>\$ 3,354,726</u> | <u>\$ 16,317</u> | <u>\$ 3,371,043</u> |

See paragraph on supplementary schedules included in auditor's report.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

SS5 STATEMENT OF FUND NET POSITION

September 30, 2020

| | GENERAL | REVOLVING LOAN PROGRAM | MICRO- ENTERPRISE LOAN PROGRAM | CITY LOAN PROGRAM | TOTAL |
|--|---------------------|------------------------------|--------------------------------------|-------------------------|---------------------|
| ASSETS | | | | | |
| Current Assets: | | | | | |
| Cash | \$ 270,095 | \$ - | \$ - | \$ - | \$ 270,095 |
| Other Receivables | - | - | - | - | - |
| Prepaid Expense | 450 | - | - | - | 450 |
| Notes Receivable, Current Portion | 1,896 | - | - | - | 1,896 |
| Total Current Assets | <u>272,441</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>272,441</u> |
| Restricted Assets: | | | | | |
| Cash | 727,521 | 3,861,705 | 129,687 | 199,572 | 4,918,485 |
| Loans Receivable, Net | - | 378,754 | 147,269 | 83,671 | 609,694 |
| Total Restricted Assets | <u>727,521</u> | <u>4,240,459</u> | <u>276,956</u> | <u>283,243</u> | <u>5,528,179</u> |
| Noncurrent Assets: | | | | | |
| Notes Receivable, Less Current Portion | 18,023 | - | - | - | 18,023 |
| Capital Assets, Net | 1,587,236 | - | - | - | 1,587,236 |
| Total Noncurrent Assets | <u>1,605,259</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>1,605,259</u> |
| TOTAL ASSETS | <u>\$ 2,605,221</u> | <u>\$ 4,240,459</u> | <u>\$ 276,956</u> | <u>\$ 283,243</u> | <u>\$ 7,405,879</u> |
| DEFERRED OUTFLOWS OF RESOURCES | | | | | |
| PILOT Monies Receivable | \$ 64,670 | \$ - | \$ - | \$ - | \$ 64,670 |
| LIABILITIES | | | | | |
| Current Liabilities: | | | | | |
| Accounts Payable | \$ 7,917 | \$ - | \$ - | \$ - | \$ 7,917 |
| Note Payable, Current Portion | 1,896 | - | - | - | 1,896 |
| Other Current Liabilities | 51,373 | - | - | - | 51,373 |
| Total Current Liabilities | <u>61,186</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>61,186</u> |
| Current Liabilities Payable From Restricted Assets: | | | | | |
| Interest Payable - HUD | - | 4,098 | 9 | 5 | 4,112 |
| Total Current Liabilities Payable From Restricted Assets | <u>-</u> | <u>4,098</u> | <u>9</u> | <u>5</u> | <u>4,112</u> |
| Noncurrent Liabilities: | | | | | |
| Note Payable, Less Current Portion | 18,023 | - | - | - | 18,023 |
| Long-Term Debt, Less Current Portion | 180,160 | - | - | - | 180,160 |
| Total Noncurrent Liabilities | <u>198,183</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>198,183</u> |
| TOTAL LIABILITIES | <u>\$ 259,369</u> | <u>\$ 4,098</u> | <u>\$ 9</u> | <u>\$ 5</u> | <u>\$ 263,481</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | |
| Due to Other Governments - PILOTS | \$ 64,670 | \$ - | \$ - | \$ - | \$ 64,670 |
| NET POSITION | | | | | |
| Net Investment in Capital Assets | \$ 1,407,076 | \$ - | \$ - | \$ - | \$ 1,407,076 |
| Restricted for: | | | | | |
| Revolving Loan Program | - | 4,236,361 | - | - | 4,236,361 |
| Microenterprise Loan Program | - | - | 276,947 | - | 276,947 |
| City Loan Program | - | - | - | 283,238 | 283,238 |
| Total Restricted Net Position | <u>-</u> | <u>4,236,361</u> | <u>276,947</u> | <u>283,238</u> | <u>4,796,546</u> |
| Unrestricted: | | | | | |
| Capital Improvement Reserve | 727,521 | - | - | - | 727,521 |
| Unrestricted | 211,255 | - | - | - | 211,255 |
| Total Unrestricted Net Position | <u>938,776</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>938,776</u> |
| TOTAL NET POSITION | <u>\$ 2,345,852</u> | <u>\$ 4,236,361</u> | <u>\$ 276,947</u> | <u>\$ 283,238</u> | <u>\$ 7,142,398</u> |

See paragraph on supplementary schedules included in auditor's report.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
A DISCRETELY PRESENTED COMPONENT UNIT OF THE COUNTY OF JEFFERSON, NY

SS6 STATEMENT OF FUND REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Year Ended September 30, 2020

| | GENERAL | REVOLVING LOAN PROGRAM | MICRO- ENTERPRISE LOAN PROGRAM | CITY LOAN PROGRAM | TOTAL |
|----------------------------------|---------------------|------------------------------|---|-------------------------|---------------------|
| REVENUES | | | | | |
| Operating Revenues: | | | | | |
| Administrative Fees | 437,660 | \$ - | \$ - | \$ - | \$ 437,660 |
| Interest from Loans Receivable | - | 25,640 | 9,830 | 5,821 | 41,291 |
| Community Development Agreement | 279,427 | - | - | - | 279,427 |
| Other Operating Revenues | 1,961 | - | 99 | - | 2,060 |
| Total Operating Revenues | <u>719,048</u> | <u>25,640</u> | <u>9,929</u> | <u>5,821</u> | <u>760,438</u> |
| EXPENSES | | | | | |
| Operating Expenses: | | | | | |
| Project | 141,062 | 43,071 | 25,184 | - | 209,317 |
| Bad Debt (Recovery) | - | (100,793) | 64,662 | - | (36,131) |
| Legal Fees | 13,671 | - | - | - | 13,671 |
| Office | 653 | - | - | - | 653 |
| Administrative Service Agreement | 600,377 | - | - | - | 600,377 |
| Professional Fees | 10,375 | - | - | - | 10,375 |
| Insurance | 45,493 | - | - | - | 45,493 |
| Depreciation | 77,875 | - | - | - | 77,875 |
| Security | 87,681 | - | - | - | 87,681 |
| Salaries | 31,736 | - | - | - | 31,736 |
| Other Operating Expenses | 160,160 | - | - | - | 160,160 |
| Total Operating Expenses | <u>1,169,083</u> | <u>(57,722)</u> | <u>89,846</u> | <u>-</u> | <u>1,201,207</u> |
| Net Operating Income (Loss) | <u>(450,035)</u> | <u>83,362</u> | <u>(79,917)</u> | <u>5,821</u> | <u>(440,769)</u> |
| NON-OPERATING REVENUES | | | | | |
| Interest Income | 3,130 | - | - | - | 3,130 |
| Total Non-Operating Revenues | <u>3,130</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>3,130</u> |
| CHANGE IN NET POSITION | <u>(446,905)</u> | <u>83,362</u> | <u>(79,917)</u> | <u>5,821</u> | <u>(437,639)</u> |
| NET POSITION, BEGINNING OF YEAR | <u>2,792,757</u> | <u>4,152,999</u> | <u>356,864</u> | <u>277,417</u> | <u>7,580,037</u> |
| NET POSITION, END OF YEAR | <u>\$ 2,345,852</u> | <u>\$ 4,236,361</u> | <u>\$ 276,947</u> | <u>\$ 283,238</u> | <u>\$ 7,142,398</u> |

See paragraph on supplementary schedules included in auditor's report.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Jefferson County Industrial Development Agency

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Jefferson County Industrial Development Agency (the Agency), a New York Public Benefit Corporation and a discretely presented component unit of the County of Jefferson, New York, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Jefferson County Industrial Development Agency's basic financial statements, and have issued our report thereon dated November 25, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County Industrial Development Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County Industrial Development Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County Industrial Development Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County Industrial Development Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bannix & Company

Watertown, New York
November 25, 2020

2020 INVESTMENT REPORT

BOARD OF DIRECTORS JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

The Jefferson County Industrial Development Agency had no investments to report in 2020.

Donald C. Alexander, Chief Executive Officer
November 25, 2020

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Income Statement for the Two Month Period Ending November 30, 2020
 Prepared by Lyle Eaton, November 24, 2020

UNRECONCILED

| | Current Year Budget | Year-to-Dat e Total | Current Month | Previous Month | Balance Remaining |
|-------------------------------------|---------------------------|------------------------|----------------------|--------------------|----------------------|
| Revenues | | | | | |
| Application & Process Fees | \$ 3,000.00 | 100.00 | \$ 100.00 | 0.00 | 2,900.00 |
| RCI Annual CD Fund | 279,427.00 | 0.00 | 0.00 | 0.00 | 279,427.00 |
| Bond Admin Fee | 3,000.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| PILOT/Sale Leaseback Fees | 914,174.00 | 245,770.00 | 245,770.00 | 0.00 | 668,404.00 |
| Fee Income - RLF Program | 43,424.00 | 7,237.32 | 3,618.66 | 3,618.66 | 36,186.68 |
| Fee Income - Micro Program | 26,137.00 | 4,356.16 | 2,178.08 | 2,178.08 | 21,780.84 |
| Interest Income | 3,500.00 | 339.60 | 150.51 | 189.09 | 3,160.40 |
| Interest Income - RLF Program | 25,000.00 | 3,407.97 | 1,390.54 | 2,017.43 | 21,592.03 |
| Interest Income - City Fund | 6,000.00 | 695.93 | 0.00 | 695.93 | 5,304.07 |
| Interest Income - Micro Prog. | 9,000.00 | 1,397.45 | 694.70 | 702.75 | 7,602.55 |
| Late Payment Penalty - Micro | 100.00 | 22.64 | 22.64 | 0.00 | 77.36 |
| Miscellaneous Income | 1,500.00 | 327.58 | 164.40 | 163.18 | 1,172.42 |
| Total Revenues | 1,314,262.00 | 263,654.65 | 254,089.53 | 9,565.12 | 1,050,607.35 |
| Operations | | | | | |
| Office Expense | 1,000.00 | 327.86 | 0.00 | 327.86 | 672.14 |
| RCI Fee Sharing | 139,714.00 | 0.00 | 0.00 | 0.00 | 139,714.00 |
| Admin Services Exp | 662,665.00 | 110,444.16 | 55,222.08 | 55,222.08 | 552,220.84 |
| D&O Insurance | 14,000.00 | 2,428.66 | 1,214.33 | 1,214.33 | 11,571.34 |
| Commercial Insurance | 10,000.00 | 1,287.84 | 643.92 | 643.92 | 8,712.16 |
| FTZ Expense | 1,250.00 | 1,250.00 | 0.00 | 1,250.00 | 0.00 |
| Legal - Unrestricted | 18,000.00 | 2,293.00 | 1,000.00 | 1,293.00 | 15,707.00 |
| Accounting & Auditing | 11,000.00 | 0.00 | 0.00 | 0.00 | 11,000.00 |
| CEDS Update | 7,500.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |
| Coffeen Park Taxes | 1,700.00 | 0.00 | 0.00 | 0.00 | 1,700.00 |
| Airport Park Taxes | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| Fees Expense | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 |
| Bad Debt--RLF | 190,000.00 | 0.00 | 0.00 | 0.00 | 190,000.00 |
| Bad Debt--Micro | 30,642.00 | 0.00 | 0.00 | 0.00 | 30,642.00 |
| RLF Program Expense | 43,424.00 | 7,237.22 | 3,618.56 | 3,618.66 | 36,186.78 |
| Microenterprise Program Exp | 26,167.00 | 4,356.16 | 2,178.08 | 2,178.08 | 21,810.84 |
| RLF Audit Expense | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| Plowing 146 Arsenal | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 |
| IDA 146 Arsenal Bldg Expense | 25,000.00 | 5,343.80 | 1,865.69 | 3,478.11 | 19,656.20 |
| City/County Parking Lot Fund | 20,000.00 | 20,000.00 | 0.00 | 20,000.00 | 0.00 |
| Insurance | 13,000.00 | 4,311.50 | 2,155.75 | 2,155.75 | 8,688.50 |
| Building Depreciation | 33,000.00 | 12,183.64 | 6,091.82 | 6,091.82 | 20,816.36 |
| 146 Arsena Equip. Depreciation | 3,000.00 | 795.44 | 397.72 | 397.72 | 2,204.56 |
| 146 Arsenal Electric | 20,000.00 | 3,679.33 | 0.00 | 3,679.33 | 16,320.67 |
| 146 Arsenal Water | 2,200.00 | 312.27 | 0.00 | 312.27 | 1,887.73 |
| Salary Expense | 17,000.00 | 6,649.53 | 2,677.25 | 3,972.28 | 10,350.47 |
| Miscellaneous - Unrestricted | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| Total Operations | 1,314,262.00 | 182,900.41 | 77,065.20 | 105,835.21 | 1,131,361.59 |
| Total Revenue | 1,314,262.00 | 263,654.65 | 254,089.53 | 9,565.12 | 1,050,607.35 |
| Total Expenses | 1,314,262.00 | 182,900.41 | 77,065.20 | 105,835.21 | 1,131,361.59 |
| Net Income Over Expenditures | \$ 0.00 | 80,754.24 | \$ 177,024.33 | (96,270.09) | (80,754.24) |

Jeff Co Industrial Development Agency
Balance Sheet
November 30, 2020

ASSETS

| | | |
|--------------------------------|----|----------------------------|
| Current Assets | | |
| General Checking | \$ | 16,452.25 |
| Savings Account | | 787,072.34 |
| Microenterprise Account | | 133,238.36 |
| City Loan Account | | 200,907.34 |
| Revolving Loan Fund Account | | 3,663,135.56 |
| Miscellaneous Receivable | | 245,770.00 |
| Acct Receivable - Rogers | | 19,591.02 |
| RLF Loans Receivable | | 759,562.87 |
| Microenterprise Loans Rec. | | 171,414.88 |
| Watn. Economic Growth Fund Rec | | 83,028.54 |
| Allowance for Bad Debt-RLF | | (190,000.00) |
| Allow. for Bad Debts-MICRO | | (30,641.75) |
| Prepaid Expense | | 40,590.15 |
| | | <hr/> |
| Total Current Assets | | 5,900,121.56 |
| Property and Equipment | | |
| Accum Depr - Building | | (1,218,220.94) |
| Accum Depr. Equipment | | (192,163.81) |
| | | <hr/> |
| Total Property and Equipment | | (1,410,384.75) |
| Other Assets | | |
| IT Server | | 6,050.00 |
| Galaxy Tablets | | 13,366.00 |
| Corp. Park Improvements | | 209,995.14 |
| Airport Property | | 884,326.02 |
| WIP Airport | | 121,215.06 |
| Woolworth Building | | 505,000.00 |
| 146 Ars Building Improvements | | 1,233,689.56 |
| WIP Arsenal Deck & Sidewalks | | 11,000.00 |
| | | <hr/> |
| Total Other Assets | | 2,984,641.78 |
| Total Assets | \$ | <u><u>7,474,378.59</u></u> |

LIABILITIES AND CAPITAL

| | | |
|---------------------------------|----|-------------------|
| Current Liabilities | | |
| Accounts Payable - Unrestricted | \$ | (67.00) |
| Due HUD - RLF Interest | | 166.25 |
| Due HUD - MICRO Interest | | 1.10 |
| Due HUD - CITY Loan Interest | | 1.70 |
| Maintenance Reserve Convergys | | 14,445.48 |
| Maintenance Expense Convergys | | 25,927.57 |
| Car Freshner Signage | | 11,000.00 |
| | | <hr/> |
| Total Current Liabilities | | 51,475.10 |
| Long-Term Liabilities | | |
| Due NYS/IAP L.T. | | 180,159.78 |
| Deferred Revenue - Rogers | | 19,906.58 |
| | | <hr/> |
| Total Long-Term Liabilities | | 200,066.36 |
| Total Liabilities | | <u>251,541.46</u> |

Unaudited - For Management Purposes Only

Jeff Co Industrial Development Agency
Balance Sheet
November 30, 2020

| | | |
|--------------------------------|--------------|--------------|
| Capital | | |
| General Fund Bal - Unrestrict. | 1,065,873.31 | |
| Fund Bal - RLF Restricted | 4,419,309.27 | |
| Fund Bal - Micro Restricted | 414,850.76 | |
| Fund Bal - City Restricted | 262,489.22 | |
| Cap. Impr. Convergys | 979,560.33 | |
| Net Income | 80,754.24 | |
| | | |
| Total Capital | | 7,222,837.13 |
| | | |
| Total Liabilities & Capital | \$ | 7,474,378.59 |

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
146 Arsenal Expenses for the Two Month Period Ending November 30, 2020
Prepared by Lyle Eaton

| | Current Year Budget | Year-to-Date Total | Current Month | Previous Month | % YTD of Budget |
|-------------------------------|---------------------------|-----------------------|---------------------|-------------------|--------------------|
| Expenses | | | | | |
| Plowing 146 Arsenal | \$ 20,000.00 | 0.00 | \$ 0.00 | 0.00 | 0.00 |
| IDA 146 Arsenal Bldg Expens | 25,000.00 | 5,343.80 | 1,865.69 | 3,478.11 | 21.38 |
| City/County Parking Lot Fund | 20,000.00 | 20,000.00 | 0.00 | 20,000.00 | 100.00 |
| Insurance | 13,000.00 | 4,311.50 | 2,155.75 | 2,155.75 | 33.17 |
| Building Depreciation | 33,000.00 | 12,183.64 | 6,091.82 | 6,091.82 | 36.92 |
| 146 Arsenal Equip. Depreciati | 3,000.00 | 795.44 | 397.72 | 397.72 | 26.51 |
| 146 Arsenal Electric | 20,000.00 | 3,679.33 | 0.00 | 3,679.33 | 18.40 |
| 146 Arsenal Water | 2,200.00 | 312.27 | 0.00 | 312.27 | 14.19 |
| Salary Expense | 17,000.00 | 6,649.53 | 2,677.25 | 3,972.28 | 39.11 |
| Total Expenses | \$ 153,200.00 | 53,275.51 | \$ 13,188.23 | 40,087.28 | 34.78 |

Jeff Co Industrial Development Agency
General Checking Cash Receipts Journal
For the Period From Nov 1, 2020 to Nov 30, 2020

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

| Date | Account ID | Transaction | Line Description | Debit Amnt | Credit Amnt |
|----------|----------------------------|-------------|--|-----------------|------------------|
| 11/5/20 | 125001 100001 | 2177 | Invoice: RLF MONTHLY FEE1 JEFFERSON COUNTY INDUSTRIAL | 3,618.66 | 3,618.66 |
| 11/5/20 | 125001 100001 | 1223 | Invoice: MICRO MONTHLY FEE1 JEFFERSON COUNTY INDUSTRIAL | 2,178.08 | 2,178.08 |
| 11/5/20 | 207005 205602 100001 | 1358 | DUE MICRO DUE SHLDC MAIN STREET CRAFTS & DRAFTS | 269.03 | 134.51 134.52 |
| 11/5/20 | 125501 412501 100001 | 3078 | 10/20 PRINCIPAL 10/20 INTEREST KENNETH F. ROGERS | 314.91 | 164.40 150.51 |
| 11/19/20 | 207005 205602 100001 | 19117 | DUE MICRO DUE SHLDC PAINFULL ACRES | 989.37 | 565.35 424.02 |
| 11/19/20 | 125001 100001 | 9109 | Invoice: 3541 WILLOWBROOK ENTERPRISE, INC. | 100.00 | 100.00 |
| | | | | <u>7,470.05</u> | <u>7,470.05</u> |

Jeff Co Industrial Development Agency
Revolving Loan Fund Receivables
As of Nov 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

| Customer | Amount Due |
|------------------------|-------------------|
| MEADOWBROOK TERRACE | 70,810.02 |
| MLR,LLC | 101,537.68 |
| RBM MANUFACTURING CORP | 400,000.00 |
| WRIGHT BROS. LLC | 187,215.17 |
| | <u>759,562.87</u> |

Jeff Co Industrial Development Agency
Micro Loans Receivable
As of Nov 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

| Customer | Amount Due |
|--|-------------------|
| COLLEEN'S CHERRY TREE INN | 34,950.54 |
| R.L.GOULD & SON, LLC | 30,106.50 |
| THOUSAND ISLANDS AREA HABITAT FOR HUMA | 22,570.11 |
| MAIN STREET CRAFTS & DRAFTS | 4,717.42 |
| PAINFULL ACRES | 28,626.03 |
| THE SANDWICH BAR | 7,790.02 |
| SARAH'S BARBER SHOP | 8,956.45 |
| THE SCRUB HUB | 9,889.09 |
| SERV-PRO | 4,255.85 |
| SACKETS HARBOR TRADING CO. | 528.38 |
| TASTE OF DESIGN | 19,024.49 |
| | <u>171,414.88</u> |

Jeff Co Industrial Development Agency
Watn. Economic Growth Fund
As of Nov 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Summary Format.

| Customer | Amount Due |
|----------------------|------------------|
| CURRENT APPLICATIONS | 83,028.54 |
| | <u>83,028.54</u> |

Jeff Co Industrial Development Agency

Miscellaneous Receivables

As of Nov 30, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by ID. Report is printed in Detail Format.

| Customer ID Customer Bill To Contact Telephone 1 | Invoice/CM | 0 - 30 | 31 - 60 | 61 - 90 | Over 90 days | Amount Due |
|---|------------|------------|---------|---------|--------------|------------|
| ADAMS RENEW ADAMS RENEWAL SOLAR, LLC | 3542 | 119,583.00 | | | | 119,583.00 |
| ADAMS RENEW ADAMS RENEWAL SOLAR, LLC | | 119,583.00 | | | | 119,583.00 |
| BLACK RIVER SOLAR BLACK RIVER SOLAR, LLC | 3543 | 126,187.00 | | | | 126,187.00 |
| BLACK RIVER SOLAR BLACK RIVER SOLAR, LLC | | 126,187.00 | | | | 126,187.00 |
| CIDC CARTHAGE INDUSTRIAL DEV. COR JOHN MCHUGH 493-4429 | PR 3-23-12 | | | | -338.38 | -338.38 |
| CIDC CARTHAGE INDUSTRIAL DEV. COR | | | | | -338.38 | -338.38 |
| Report Total | | 245,770.00 | | | -338.38 | 245,431.62 |

Jeff Co Industrial Development Agency

Cash Disbursements Journal

For the Period From Nov 1, 2020 to Nov 30, 2020

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

| Date | Check # | Account ID | Line Description | Debit Amount | Credit Amount |
|----------|---------|----------------------------|---|--------------------|------------------|
| 11/3/20 | 7376 | 200001 100001 | Invoice: RETAINER 20-21-2 BARCLAY DAMON LLP | 1,000.00 | 1,000.00 |
| 11/3/20 | 7377 | 200001 100001 | Invoice: 11/20 MAIN ST JEFFERSON COUNTY INDUSTRIAL | 134.51 | 134.51 |
| 11/3/20 | 7378 | 200001 100001 | Invoice: MONTHLY ADMIN FEE1 JEFF COUNTY LDC | 55,222.08 | 55,222.08 |
| 11/3/20 | 7379 | 200001 100001 | Invoice: 11/20 MAIN ST SACKETS HARBOR LDC | 134.52 | 134.52 |
| 11/3/20 | 7380 | 200001 100001 | Invoice: AGREEMENT 20-21-2 WATERTOWN INDUSTRIAL CENTER | 1,317.00 | 1,317.00 |
| 11/12/20 | 7381 | 200001 100001 | Invoice: 92023407 ABJ FIRE PROTECTION CO | 366.25 | 366.25 |
| 11/12/20 | 7382 | 200001 200001 100001 | Invoice: 103020 Invoice: 10302020 CITY COMPTROLLER | 268.89 43.38 | 312.27 |
| 11/12/20 | 7383 | 200001 100001 | Invoice: 2299 JEFF COUNTY LDC | 1,291.80 | 1,291.80 |
| 11/12/20 | 7384 | 200001 100001 | Invoice: 102320 NATIONAL GRID | 3,313.24 | 3,313.24 |
| 11/12/20 | 7385 | 200001 100001 | Invoice: 0448-9 WASTE MANAGEMENT | 77.88 | 77.88 |
| 11/25/20 | 7386 | 200001 200001 100001 | Invoice: 9203331 Invoice: 92023509 ABJ FIRE PROTECTION CO | 1,481.00 506.70 | 1,987.70 |
| 11/25/20 | 7387 | 200001 100001 | Invoice: 11/20 PAINFULL JEFFERSON COUNTY INDUSTRIAL | 565.35 | 565.35 |
| 11/25/20 | 7388 | 200001 100001 | Invoice: 2300 JEFF COUNTY LDC | 1,385.45 | 1,385.45 |
| 11/25/20 | 7389 | 200001 100001 | Invoice: 11/20 PAINFULL SACKETS HARBOR LDC | 424.02 | 424.02 |
| 11/25/20 | 7390 | 200001 100001 | Invoice: 11120 WESTELCOM | 171.56 | 171.56 |
| Total | | | | <u>67,703.63</u> | <u>67,703.63</u> |

Jefferson County Industrial Development Agency
 Revolving Loan Fund Receivables
 November 30, 2020

| | Recipient | Date Issued | Original Amount | Current Balance | Current Status | Purpose of Loan |
|-----------------------|---------------------|-------------|-----------------|-----------------|----------------|------------------------------------|
| 1 | RBM Manufacturing | November-19 | 200,000.00 | 400,000.00 | Current | Working Capital Additional 11/2020 |
| 2 | Meadowbrook Terrace | August-12 | 250,000.00 | 70,810.02 | Current | Working Cap During Construction |
| 3 | MLR, LLC | July-07 | 250,000.00 | 101,537.68 | Current | Expand Warehouse |
| 4 | Wright Bros, LLC | June-12 | 241,743.00 | 187,215.17 | Current | Purchase Building |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total RLF Receivables | | | 941,743.00 | 759,562.87 | - | |

Jefferson County Industrial Development Agency
MICRO Loan Fund Receivables
 November 30, 2020

| | Recipient | Date Issued | Original Amount | Current Balance | Current Status | Purpose of Loan |
|----|--------------------------------|-------------|-----------------|-----------------|----------------|------------------------------------|
| 1 | | | | | | |
| 2 | Colleens Cherry Tree Inn | May-19 | 40,000.00 | 34,950.54 | Moratorium | Expand Restaurant - Ice Ceram Shop |
| 3 | R. L. Gould & Son, LLC | March-19 | 40,000.00 | 30,106.50 | Current | Open UPS Store |
| 4 | Tl Area Habitat For Humanity | April-18 | 40,000.00 | 22,570.11 | Current | Open ReStore |
| 5 | Main Street Crafts & Drafts | Sep-18 | 7,150.00 | 4,717.42 | Current | Craft Shop & Bar |
| 6 | Painfull Acres | Mar-18 | 40,000.00 | 28,626.03 | Current | Amish Furniture Store |
| 7 | The Sandwich Bar | Feb-19 | 19,000.00 | 7,790.02 | Current | Restaurant |
| 8 | Sarah's Barber Shop | Mar-20 | 10,000.00 | 8,956.45 | Current | Barber Shop |
| 9 | The Scrub Hub | Apr-18 | 18,656.00 | 9,889.09 | Current | Scrubs Clothing |
| 10 | Serv-Pro | Jan-17 | 20,000.00 | 4,255.85 | Current | Water/Fire Damage Clean Up |
| 11 | Sackets Harbor Trading Company | Jan-06 | 40,000.00 | 528.38 | Current | Retail Local Products |
| 12 | Taste of Design | Apr-07 | 40,000.00 | 19,024.49 | Current | Coffee Shop |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Total MICRO Receivables | | 314,806.00 | 171,414.88 | - | |

Jefferson County Industrial Development Agency
City Loan Fund Receivables
November 30, 2020

| | Recipient | Date Issued | Original Amount | Current Balance | Current Status | Purpose of Loan |
|----|-----------------------------------|-------------|-------------------|------------------|----------------|-------------------------------|
| 1 | Current Applications | Apr-15 | 101,403.00 | 83,028.54 | Current | Manufacturing Plant Expansion |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | | | | | | |
| 22 | | | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| | Total CITY FUNDReceivables | | 101,403.00 | 83,028.54 | - | |

**Jefferson County Industrial Development Agency
Loan Review Committee Meetings Minutes
November 24, 2020**

Present: Robert Aliasso, Chair, David Converse, John Jennings

Absent: None

Also Present: Don Alexander, Lyle Eaton, Peggy Sampson, Rob Aiken, Christine Powers, William Johnson, Lisa L'Huillier, Stuart McCreary, Esq.

I. Call to Order: Chair Aliasso called the meeting to order at 8:02 a.m.

II. Pledge of Allegiance

III. Willowbrook Enterprises, Inc. – Willowbrook Golf Course is currently owned by and Investment Group from Utah (ownership of the land only). Douglas McDavitt has been the General Manager of the course for the last 34 years, and the owners have offered to sell the real estate to him for \$375,000. Mr. McDavitt is the sole owner of the golf and lounge businesses. Watertown Savings Bank is considering a \$337,500 loan to Mr. McDavitt, taking a first position mortgage on the property.

A request for a \$40,000 Microenterprise Loan to be used for working capital and to purchase real estate at 25015 NYS Route 37, Watertown, NY. Staff recommends a five-year amortization at 5%. Collateral will be a second position mortgage on the property and the personal guarantee of Douglas McDavitt. There were 26 part-time and 3 salaried positions employed for the 2020 season (calculated as an estimated 7 FTE hourly employees and 3 FTE salaried positions). The loan will be contingent upon Watertown Savings Bank approving a loan in the amount of \$337,500 and provision of an accepted purchase offer.

Mr. McCreary, Mr. McDavitt's legal representation, spoke to committee members on behalf on Mr. McDavitt's project. He said that a Utah Investment Group bought the land at the Willowbrook Golf Club with a plan to use it for housing development; however, he said that never materialized and the group had no interest in running the golf course. He said that an agreement was made between the investment group and Mr. McDavitt that Mr. McDavitt would continue to run the business and keep the liquor license in his name. Mr. McCreary said the initial investment group was sold to another group in Utah and they decided they wanted to liquidate assets and reached out the Mr. McDavitt to offer the land to him for \$375,000. He said that it was a rough start to this year, but said that it ended great since it was one of the activities that people could do during the pandemic.

Mr. Converse asked if the borrower's equity is cash. Ms. Powers confirmed that it is. She said that Watertown Savings Bank is satisfied with all of the information they have received and indicated that their loan is contingent upon the IDA loan.

**Jefferson County Industrial Development Agency
Loan Review Committee Meetings Minutes
November 24, 2020**

Mr. Jennings noted that the financials show that the business hasn't made any money for the last three years. Mr. McCreary said that the business has been around far longer than the three years of financials that were presented with the application. He said its cyclical and there are other factors such as the weather and membership. Mr. Eaton said the business is highly leveraged and noted that \$65,000 in unpaid taxes are due as of September 30 and he wasn't sure if they have been paid yet. Ms. Powers said that the taxes will be paid.

Mr. Converse suggested an amendment to the draft resolution by providing the first six months interest only. Mr. Eaton also added 'thereafter 60 equal monthly payments of principal and interest'. A motion was made by Mr. Converse, seconded by Mr. Jennings to move the request and recommendations to the full board at the next monthly meeting. All in favor.

IV. Other/Unfinished Business: None.

- V. Adjournment:** With no further business before the committee, Mr. Converse made a motion to adjourn the meeting, seconded by Mr. Aliasso. The meeting adjourned at 8:35 a.m.

Respectfully submitted,
Peggy Sampson

**JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 12.03.2020.01**

**RESOLUTION FOR AUTHORIZING A MICRO ENTERPRISE LOAN TO
Willowbrook Enterprises, Inc.**

WHEREAS, Willowbrook Golf Course is currently owned by an Investment Group located in Salt Lake City, UT (ownership of the land only). Douglas McDavitt has been the General Manager of the course for the last 34 years, and the owners have offered to sell the real estate to him for \$375,000. Mr. McDavitt is the sole owner of the golf and lounge businesses. Watertown Savings Bank is considering a \$337,500 loan to Mr. McDavitt, taking a first position mortgage on the property, and

WHEREAS, Willowbrook Enterprises, Inc. requested by application to this Agency a Micro Enterprise Loan in the amount of Forty Thousand Dollars (\$40,000.00) for working capital and to purchase real estate at 25015 NYS Rt. 37, Watertown, NY, and

WHEREAS, Staff reviewed this request and recommended approval of a loan in the amount of \$40,000 for a five-year amortization with a rate of 5%; first six months interest only, thereafter 60 equal monthly payments of principal and interest. There were 26 part-time and 3 salaried positions employed for the 2020 season (calculated as an estimated 7 FTE hourly employees and 3 FTE salaried positions). Collateral will be a second position mortgage on the property and the personal guarantee of Douglas McDavitt. Approval of the loan is contingent upon Watertown Savings Bank approving a loan in the amount of \$337,500 and provision of an accepted purchase offer, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approved the request for a Forty Thousand Dollar (\$40,000.00) loan to Willowbrook Enterprises, Inc. with all terms and conditions as set forth in this Resolution, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.

W. Edward Walldroff
Secretary

**Summary Results of Confidential Evaluation of Board Performance
2019-2020**

| | Criteria | Agree | Somewhat Agree | Somewhat Disagree | Disagree |
|----|---|--------------|-----------------------|--------------------------|-----------------|
| 1 | Board members have a shared understanding of the mission and purpose of the Authority. | 6 | 1 | | |
| 2 | The policies, practices and decisions of the Board are always consistent with this mission. | 6 | 1 | | |
| 3 | Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles. | 6 | 1 | | |
| 4 | The Board has adopted policies, by-laws, and practices for the effective governance, management and operations of the Authority and reviews these annually. | 7 | | | |
| 5 | The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission. | 4 | 3 | | |
| 6 | The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence or self-interest. | 5 | 2 | | |
| 7 | Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues. | 6 | 1 | | |
| 8 | Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements, and other transactions. | 5 | 2 | | |
| 9 | The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete. | 4 | 2 | 1 | |
| 10 | The Board knows the statutory obligations of the Authority and if the Authority is in compliance with state law. | 4 | 2 | 1 | |
| 11 | Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members. | 7 | | | |
| 12 | Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken. | 4 | 2 | 1 | |
| 13 | Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required. | 6 | 1 | | |
| 14 | The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually. | 5 | 2 | | |
| 15 | The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur. | 6 | 1 | | |
| 16 | Board members demonstrate leadership and vision and work respectfully with each other. | 7 | | | |

Name of Authority: Jefferson County Industrial Development Agency

Date Completed:

DRAFT

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 12.03.2020.02

RESOLUTION TO ADOPT RECORDS MANAGEMENT POLICY AND PROCEDURES

RESOLVED, By the Board of Directors of the Jefferson County Local Development Corporation that the *Records Management Policy and Procedures*, is hereby adopted to address the routine destruction of records, routine transfer of records to the inactive storage, retrieval and re-filing of records, and routine updates of the record database to insure ease of retrieval.

Donald Alexander
CEO

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
JEFFERSON COUNTY CIVIC FACILITY DEVELOPMENT CORPORATION

RECORDS MANAGEMENT
POLICY AND PROCEDURES MANUAL

POLICY AND PROCEDURES MANUAL
TABLE OF CONTENTS

| | |
|--|------------|
| A. INTRODUCTION..... | 1-3 |
| B. POLICY..... | 4 |
| C. AUTHORIZATION..... | 5 |
| 1. RMO..... | 5 |
| 2. INACTIVE RECORDS..... | 5 |
| 3. ORGANIZATION & MAINTENANCE OF RECORD ROOM..... | 6 |
| 4. DISASTER PREPAREDNESS..... | 6-7 |
| 5. ACCESS & SECURITY ISSUES..... | 7 |
| 6. DESIGNATION OF ORIGINALS & COPIES..... | 7 |
| D. PROCEDURES..... | 8 |
| 1. TRANSFERS..... | 8 |
| 2. TRANSFER FORM..... | 9 |
| 3. DISPOSITION OF OBSOLETE RECORDS..... | 10 |
| 4. DESTRUCTION FORM..... | 11 |
| 5. RETRIEVAL OF RECORDS..... | 12 |
| 6. UPDATING DATABASE..... | 12 |

POLICY AND PROCEDURES MANUAL

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

JEFFERSON COUNTY CIVIC FACILITY DEVELOPMENT CORP.

A. INTRODUCTION - Regarding Records Management Programs

Records illustrate the evolution of government, and document policies, decisions, and community and government activities, providing continuity from the past to the future operation. Efficient records management programs assist municipalities in establishing a system for maintaining, caring for, preserving, and handling local government records to better serve the public and ensure the efficient day-to-day functioning of the municipality. In this project three entities share the same building – Industrial Development Agency, Local Development Corporation, and the Civic Facility Development Corporation. For purposes of this project they will be designated as Jefferson County Agency.

Advantages of a records management program include saving government resources and, in turn, taxpayers' money. They ensure that files and records are systematically arranged in such a way that minimal staff time is spent in costly searches for valuable information. They assist with identification, retention, and availability of permanent valuable records. Good records keeping ensures open government, which promotes more confidence in public officials and greater accountability in the use of public funds. Several goals should be given priority consideration when planning the development or enhancement of a records management program, including:

- 1) Promoting local government staff efficiency
- 2.) Improved service to the public
- 3) Use as a planning tool,
- 4) Cost efficiency, and
- 5) Preservation of significant documents.

Each of these goals, and the means which a comprehensive records management program can achieve these goals, is discussed below.

STAFF EFFICIENCY: A sound records management program should create an office environment which enables staff to utilize their time and energy in a productive manner. Local Government personnel often spend protracted periods of time searching for active records which are interspersed with inactive records and obsolete records occupying active office space. Haphazard filing systems, improper storage of inactive records, and retention of obsolete records in active space are common problems which contribute to the inefficiency of staff. A records management program, once established, will ensure the routine transfer of inactive records from

active office space to a separate storage facility, destruction of obsolete records, efficient filing systems, and where possible, automation of records locations for quick and easy records retrieval. A streamlined records management system combining these attributes will free government personnel from time-consuming searches for the elusive documents needed in performance of the day-to-day functions of their positions. It will also reduce the cramped and overcrowded environment in which many employees often find themselves situated.

IMPROVED SERVICE TO THE PUBLIC: Municipal staff working in an efficient environment and utilizing their time economically will serve the public in a time and cost-efficient manner. Since the passage of the Freedom of Information Law, local governments have been burdened with increasing requests for records from the public sector. With the five-day required response period, government employees spend increasingly elongated periods of time tracking down elusive documents to ensure compliance with FOIL, to the detriment of their daily tasks also in service to the public. A working records management program will cut retrieval time for records sufficiently to allow for completion of other public service duties while responding to FOIL requests in the prescribed time schedule.

Some municipalities have difficulty in responding to FOIL requests from the public for a variety of reasons. In addition to insufficient personnel, and confusing filing systems, some records cannot be located at all within the prescribed period. The first step in establishing a records management program is a complete inventory of all the local government's records. Once completed, the government will be aware of all records in its possession, and the precise location of all records. This will eliminate the inability to respond to public freedom of information requests.

PLANNING: A records management program can be an effective planning tool for local governments. Once the program has been established, trends in office equipment use and needs can be analyzed. Physical expansion of the government facility can be planned, rather than on the ad-hoc basis which often occurs when staff realize "We are about to run out of room". The records inventory provided by Consultants K Sickler Murphy onto an automated data base provide information to project annual accumulation of records, and growth in records production, as well as use and storage needs. Planning can be assisted by the adoption of policies and procedures established for the records management program to determine financial and staff needs for the records management component of government functions.

COST EFFICIENCY: A key component of a good records management program is development of a centralized inactive records storage area/facility under the care of a Records Management Officer. In this case it will be under the care and direction of the RMO (record management officer). Many local governments store inactive and active records together in active office space. By separating inactive and active records, municipalities can achieve savings in equipment and supplies. A good example of savings is illustrated by a municipality of New York State that established a records management program in 1984. The Town estimated that it saved \$132,000.00 in new filing cabinets simply by transferring records to boxes on shelves in the climate-controlled records center. (Times Union, June 2, 1993, Page B-5).

Another key ingredient to cost efficiency is the routine destruction of obsolete records and duplicate records. If only active and vital records are maintained in office space, and routine transfers occur, expenditures for additional filing cabinets and filing supplies can be reduced significantly. A records management program essentially "recycles" the office space, equipment and filing supplies from year-to-year.

By centralizing control and responsibility of records care to the RMO and associated staff, the need for additional staff to track and care for records for multiple departments is diminished, creating a cost-effective system.

PRESERVATION OF SIGNIFICANT RECORDS: Records are created daily by every functioning of any government. Although governments create an ever-increasing quantity of records as our society expands and grows in complexity, it is accepted that not all records are of equal value and necessity. Recognizing this, the New York State Archives has created Records Retention and Disposition Schedules for various types of governmental bodies. Jefferson County Agency must follow the LGS-1 Retention and Disposition Schedule. This schedule lists retention periods for each record series created by a municipality. Records which are vital to the functioning of the local government, and historically significant records, are to be permanently retained. These archival records require special care to ensure that they will be available for hundreds of years to come. Although at times it is difficult to think in terms of future use, it is important to remember that records created today will be historical records a hundred years from now. Therefore, proper care at the time of creation will ensure that these vital and historically significant records will always be available at any time in the future. A records management program partially functions to ensure the preservation of both vital, and historically significant documents, as well as to promote the temporary preservation of other records for the duration of their designated retention period.

The New York State Archives exists partially to assist local governments in establishing and enhancing records management programs. One program, the Local Government Records Management Improvement Fund (LGRMIF), established a fund to improve records management and archival administration in local governments. One purpose is to support grants-in-aid to local governments to improve management of their records through competitive grants.

The New York State Archives recognizes that to plan realistically, a local government should undertake to inventory all its records, identify needs, and then plan the program based on these findings. Jefferson County Agency completed the inventory of its records. Funds were awarded for a Needs Assessment, Policy and Procedures manual and staff training. The consulting firm of K Sickler-Murphy has developed and provided this policy and procedure manual which follows. This procedure manual was made possible through LGRMIF grant award of 2018-2019.

B. POLICY - RECORDS MANAGEMENT PROGRAM

1. MISSION STATEMENT

The Jefferson County Agency has taken the initial steps to develop a cost-efficient records management program. The following mission statement was developed to define the goals and objectives of this program.

- **To maintain and care for all records created by the Jefferson County Agency during the normal course of government operations for the time defined in the New York State Retention and Disposition Schedule LGS-1.**
- **To identify records containing information of historical significance to the Jefferson County Agency and its community.**
- **To preserve permanently those records deemed historically significant; including those records that document the historical development of Jefferson County Agency's infrastructure, and records that document the growth and development of the community.**
- **To enhance service to the public through improved methods for retrieval, access, and storage of public records.**
- **To ensure the routine disposition of obsolete records.**
- **To promote the use of historical documents for educational purposes.**

C. AUTHORIZATION: New York State Archives, Commissioner of Education, The RMO for Jefferson County Agency.

1. RECORDS MANAGEMENT OFFICER

The Executive Secretary is the Records Management Officer for the Jefferson County Agency. The Executive Secretary will be designated the Record Management Administrator for that entity always. The LGS-1 retention and disposition schedule has been adopted. This schedule must be used when determining the duration of a record's life.

2. INACTIVE RECORDS STORAGE - THE LIFE CYCLE OF A RECORD

Every local government creates records. Each record created is used and treated differently at various points in time. The span of time for a record's existence, from its creation through its use, storage, until its final disposition or preservation as an archival record is its life cycle. At the point of creation, the originating agency would deem the record as an official record (or a duplicate as an unofficial record). The record is deemed "active" until it is inactive or infrequently referenced. Jefferson County Agency has established a vault/record room for permanent records on the main floor of the warehouse behind the offices. Active records are held in the file room in back of the offices. The following policies will be followed regarding Records Management and storage of inactive and archival records. This policy is to be used by and for Jefferson County Agency.

POLICIES

- 1) Jefferson County Agency RMO will determine the end of the life cycle of a record through utilization of the LGS-1 Retention and Disposition Schedule. The RMO is responsible for the disposition of records.
- 2) While the RMO will assign the disposition date, the Department Heads have the option of lengthening the life span of a record. If a record is still frequently used, after it has passed its required retention period, it may remain in the department requesting prolonged retention. Department Heads cannot diminish the legal retention period of a record.
- 3) The current record room shall house all inactive permanent and short-term records. The file room will hold short-term and permanent active records until they are no longer held for reference. At that time (usually three years) inactive and permanent records will be transferred to the record room through the system set in place for transfers. (see procedures section of this manual).
- 4) When records are eligible for destruction, procedures for destruction of these obsolete records must be followed (defined in Procedures section of this manual).
- 5) Department Heads are responsible for the active records maintained in their offices.

6) Obsolete records will NOT be maintained in the file room or record room (see Definition of Terms 'Obsolete' in the glossary).

7) No objects, equipment or other non-record materials will be placed in these two rooms.

3. ORGANIZATION & MAINTENANCE OF THE RECORD REPOSITORIES

- 1) The record room is organized so that records will be stored by record series title and chronologically within each record series. The RMO will be responsible for tracking the retrieval and re-filing of records within this repository.
- 2) If other department personnel retrieve or re-file records, procedures cited in the Procedures section of this manual must be followed.
- 3) The file room is organized by subject file drawers
- 4) The RMO will be responsible for routine cleaning of the record repositories and monitor the environmental conditions of the rooms.
- 5) The RMO will ensure the organized maintenance of all records maintained in this facility. The RMO is responsible for the preservation and care of archival records maintained in the record room and the file room.
- 6) The RMO will be responsible for monitoring the record repositories to ensure compliance with all Procedures and Policies. The record room and file room are arranged to provide space for each department.
- 7) The Records are maintained in standard one cubic foot records storage cartons which have been labeled with Record Series Title, Date Span, Retention schedule number and destruction eligible date (if applicable).

4. DISASTER PREPAREDNESS

Currently Jefferson County Agency does not have a plan for Records Management/Business Continuity in case of disaster. A temporary measure outlined below has been established. In the case of a natural disaster and/or extreme emergency, such as fire, certain procedures should be followed. This temporary strategy should be placed in the Jefferson County Agency Disaster/Emergency Plan as soon as it has been developed and adopted. When a Plan has been developed and adopted, it will supersede the temporary measures discussed below.

In case of Fire or flood or other disaster:

- 1). The RMO will contact the New York Regional Advisory Officer: Michael P. Martin, Senator John H. Hughes Office Building, 333 E. Washington Street, Room 230, Syracuse, NY 13202, Phone number 518-474-6926, cell 518-330-7987. Email: Michael.Martin@nysed.gov.

- 2) The RMO will be responsible for designating responsible persons for relocation of the evacuated records.
- 3) Records removed during an extreme situation will be transported at the earliest possible moment (usually less than 24 hours) to another warehouse floor within the Jefferson County Agency buildings located in the compound.

5. ACCESS AND SECURITY ISSUES

- 1) The RMO will be responsible for retrieval and re-filing of records within the Record repositories.
- 2) Keys will be maintained by the RMO and assistant only.
- 3) No additional keys will be distributed.
- 4) Other personnel must obtain and return keys whenever using the record room if designated by the RMO.
- 5) This will ensure security of records.

6. DESIGNATION OF ORIGINAL AND COPIES:

- 1) It is now designated that all paper communications and/or transactions of the Jefferson County Agency will now be copies of the original.
- 2) Originals are to be filed by the RMO for retention purposes.
- 3) Copies are scheduled as 6 years after last entry.

D. PROCEDURES

1. TRANSFERS OF INACTIVE RECORDS TO THE RECORD ROOMS

a. When department heads desire to transfer records from their office:

The RMO will maintain blank transfer forms for completion with each transfer [see next page]. The RMO will initiate transfer of records by supplying the Department Heads with blank forms, or a copy printed electronically from this manual. This process will be conducted at the same time or following disposition of obsolete records, each year. The following process will be followed.

- 1) The Department Head/staff will prepare Transfer Forms for any records to be relocated to the Record repositories. Each record series will be entered on the form (forms will serve as updates to the records inventory data base).
- 2) The Department staff will pack the records in cubic foot storage cartons supplied by the RMO. Paper clips, rubber bands and binders must be removed from all short term and archival records.
- 3) It is essential to store records according to their retention period. Example: records with a six- year retention should be stored with other records with a six- year retention, if not enough of one record series to complete a box. Likewise, permanent records should be stored together. This will allow for the easy removal of non-permanent records at the end of their retention period. You may peruse the data base to define an existing record series where there is room left in the box (in which case you change the date span) or for record series title and retention requirement.
- 4) The Department will return the completed Transfer Form to the RMO for transfer to the record room with the boxed and labeled records. No records will be placed in the record room if a Transfer Form has not been completed.
- 5) The Department staff will label each box with Record Series Title, Date Span and retention schedule number and destruction eligible date (permanent or destruction date).
- 6) The RMO will assign each box a location within the Record room.
- 7) The RMO will maintain the Transfer Forms, until the inventory data base has been updated, which will serve to perpetually update the inventory.
- 8) The RMO will update the automated index from data collected on the Transfer forms.
- 9) The RMO will be responsible for placement of the records on the shelves in the Record room after the index database has been updated.

b. When RMO transfers records from the front office to record room: The RMO will follow same procedures, and/or move the box to the record room and complete transfer data entry into the record management data base.

2. RECORDS MANAGEMENT TRANSFER FORM

Prior to transfer of inactive records, the department staff must complete a Transfer Form. The blank forms are maintained by the RMO in the electronic Policy and Procedures manual. The Department head is responsible for packing the inactive records in standard records cartons that are maintained by the RMO. The RMO will be responsible for assigning each carton a location in the Record repositories. The RMO will then update the automated database index to the Record Rooms.

DEPARTMENT: _____

RECORD SERIES

TITLE _____ DATE SPAN _____ RETENTION # _____

TITLE _____ DATE SPAN _____ RETENTION # _____

TITLE _____ DATE SPAN _____ RETENTION # _____

DATE OF TRANSFER _____

RETENTION PERIOD(S) _____

DESTRUCTION ELIGIBLE DATE _____

DEPARTMENT HEAD _____

DATE _____

RMO

DATE RECEIVED _____

Date Index updated _____

By: _____

3. DISPOSITION OF OBSOLETE RECORDS

The following procedures should be followed for disposition of obsolete records.

- 1) The RMO will determine which records are eligible for disposition each year for each department according to the Retention and Disposition Schedule LGS-1 and use of the data base. This will occur at least once a year (RMO can initiate more frequently as needed).
- 2) The RMO will complete the Records Management Destruction Form, sign and have signed by department head. After destruction, the RMO will enter the destruction date onto the Record Management Data Base.
- 3) These forms may be maintained permanently as proof of compliance with the Records Management program and date of destruction. NOTE: a computer printout may be attached to the form if signatures and dates are provided on the form.
- 4) The Department Heads will sign-off on records to be destroyed.
- 5) The RMO will oversee destruction.
- 6) Destruction approval forms may be maintained in a secure location by the RMO as permanent proof these records have been destroyed according to the New York State Retention and Disposition Schedule LGS-1.

4. RECORDS MANAGEMENT DESTRUCTION FORM

Obsolete records eligible for disposition/destruction must be recorded below. Following disposition of records, the Destruction Form with Authorizing signatures may be maintained permanently by the RMO.

| RECORD SERIES TITLE | DATE SPAN | VOL. | RETENTION |
|---------------------|-----------|------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***** the

Destruction Certification: Signatures of RMO and Department Head indicates the date in which records were destroyed according to the routine records management procedures of Jefferson County Agency

| | |
|-----|------|
| RMO | Date |
|-----|------|

| | |
|-----------------|------|
| Department Head | Date |
|-----------------|------|

Date Records Index Updated with destruction
date _____

5. RETRIEVAL OF RECORDS

- 1) Each Department will notify the RMO when records are needed. The RMO will be responsible for retrieval and re-filing of records. RMO may designate who will perform this duty.
- 2) The RMO will identify the location of the needed records through use of the automated index for the Record Repositories.
- 3) The RMO will authorize the retrieval of the records at her/his discretion.
- 4) The RMO or designee retrieving a record will be responsible for re-filing those records in the SAME box from which they were retrieved.
- 5) Each department will be responsible for records not returned.
- 6) The RMO will use "OUT" cards marked with requesting department and date in place of removed files. These cards will be removed, and request crossed out upon return of the requested document.
- 7) If available, a copy of the original record should be made for staff/public use, and original immediately returned to the storage box. This will assist in the safety and security of each record storage box maintained in the record repositories.

6. UPDATING THE INVENTORY (data base)

The initial record inventory is a static process unless the record management data base is updated on a periodic basis. To ensure the routine updating of the inventory several steps shall be undertaken.

- 1) The RMO will complete the transfer and destruction of records at least once a year. The Transfer Forms will be maintained until the data has been entered in the automated index then destroyed as a work copy. Destruction Forms may be maintained permanently in a secure location. These two processes serve in-part to update the inventory.
- 2) As each department completes the Records Management procedures, the RMO will ascertain if any new record series have been created. If new series have been created or moved to another office or location, the RMO will update the database to reflect the existence and location of these new record series.
- 3) A 'record series' is a group of records under the same title, such as minutes, vouchers, correspondence, etc. Record series is NOT a title of a designated document. See definition of Terms (glossary).

DRAFT

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Resolution Number 12.03.2020.03

For Authorized Signers

WHEREAS, the following Officers and individuals were recommended to be authorized signers for all Accounts at Watertown Savings Bank and Community Bank effective January 1, 2021:

| | |
|------------|------------------------|
| Chairman | David J. Converse |
| Treasurer | Robert E. Aliasso, Jr. |
| CEO | David J. Zembiec |
| Deputy CEO | Frank M. Weir, and |

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approved the authorized signers as set forth in this Resolution, and be it further,

RESOLVED, that the Chairman, Vice Chairman, Secretary, and/or Chief Executive Officer are authorized and directed to execute any and all documents necessary to carry out the purposes of this Resolution.

This resolution shall take effect immediately.

David J. Converse
Chairman

DRAFT

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**Resolution Number 12.03.2020.04
to authorize removal of restrictions on certain lands**

WHEREAS, by warranty deed dated October 20, 1972, and recorded in the Jefferson County Clerk's Office on October 24, 1972 in liber 840 of deeds at page 1178, Fisher Gage, Inc., conveyed to the Jefferson County Industrial Development Agency (the "Agency") certain lands located adjacent to Coffeen Street Road, NYS Rt 12-F, containing 87.016 acres for the purpose of establishing a light industrial park (the "Park"), and

WHEREAS, the deed from Fisher Gage, Inc. to the Agency contained certain Regulations and Covenants which restricted the lands within the Park to certain uses and contained specific site requirements, and

WHEREAS, the deed further provided that the restrictions and covenants may be altered, changed, modified or deleted by an Agreement executed by the Agency, and

WHEREAS, the Agency has now determined that the Regulations and Conditions imposed by the 1972 deed are no longer necessary or desirable with respect to certain portions of the lands within the Park, and should be deleted and removed therefrom.

NOW, THEREFORE, BE IT RESOLVED, by the board of Directors of the Jefferson County Industrial Agency that the restrictions and covenants imposed by the 1972 deed from Fisher Gage, Inc. to the Agency shall be deleted and removed from those lands comprised of Town of Watertown tax parcel numbers 82.08-1-2 and 82.08-1-3, and be it further

RESOLVED, that the Executive Director or his designee is hereby authorized and directed to execute and file in the Jefferson County Clerk's office such instrument as may be necessary to carry out the purpose of this Resolution.

This resolution shall take effect immediately.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Resolution Number 12.03.2020.05

to approve acquisition of easement from Onondaga Development LLC

WHEREAS, the Jefferson County Industrial Development Agency (the “Agency”) has heretofore determined that in order to enhance the visibility of the commercial and industrial properties within the Jefferson County Industrial Park located off of Coffeen Street, NYS Route 12-F(the “Park”) it is desirable to erect a sign at the entrance to the Park, and

WHEREAS, the Agency staff has negotiated the acquisition of an easement from Onondaga Development LLC, the owner of the lands at the entrance to the Park for the purpose of erecting and maintaining a sign to identify the Industrial Park, and

WHEREAS, the Purchase Agreement attached hereto contains the terms negotiated by Agency Staff, and the Executive Director of the Agency has recommended approval thereof to the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, by the board of Directors of the Jefferson County Industrial Agency that it hereby approves the recommendation of the Executive Director and accepts and approves the terms contained in the attached Purchase Agreement, and be it further

RESOLVED, that the Executive Director or his designee is hereby authorized and directed to execute the Purchase Agreement on behalf of the Agency and, upon execution thereof by Onondaga Development LLC, to take such further actions on behalf of the Agency to satisfy the terms, conditions and contingencies contained in the Purchase Agreement and to take such further actions an execute such further documents as may be necessary to complete the acquisition of the easement.

This resolution shall take effect immediately.

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT, by and between

Jefferson County Industrial Development Agency
800 Starbuck Ave.
Watertown, New York 13601

("Purchaser")

and

Onondaga Development LLC
137 Main Ave Fl 3
Watertown, New York 13601

("Seller")

as follows:

A. **PURPOSE:** This Agreement is intended as a formal understanding and binding contractual commitment for Seller to sell, and Purchaser to buy, certain property. The terms and conditions of that transaction, and the obligations and promises of the parties in connection with it, are as stated in this document.

B. **PROPERTY:** The property to be sold by Seller and acquired by Purchaser (collectively, the "Property") consists of:

1. **Sign Easement:** A permanent and perpetual easement on, over, under and through Town of Watertown Tax Parcel 82.08-1-2 to construct, maintain, repair and replace a sign at the entrance to the Jefferson County Industrial Park together with an easement to install and maintain underground utilities to service the sign (the "Sign Easement"), together with a temporary construction easement on, over and through the remaining lands of the Seller for the erection of the sign and the installation of the utilities. The permanent easement area of the sign shall be an area 25' x 25' for the erection and maintenance of the sign and to maintain the area surrounding the sign and shall include access from Seller's remaining lands.

C. **PURCHASE PRICE AND PAYMENT:**

1. **Purchase Price/Sign Easement:** The purchase price to be paid by Purchaser for the Sign Easement is the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), exclusive of the adjustments, if any, noted in paragraph "F" below.
2. **Payment:** Purchaser will pay Seller the total purchase price for Sign Easement as follows:

- (a) An earnest money deposit of One Thousand and No/100 Dollars (\$1,000.00) upon execution and delivery of this Agreement, to be held by Seller's attorney, and applied against the purchase price at closing.
- (b) The additional sum of Forty-Nine Thousand and No/100 Dollars (\$49,000.00), in certified funds or bank check, plus the adjustments noted in paragraph "F" below, at the time of closing.

D. PRE-CLOSING MATTERS:

1. **Appraisal:** Purchaser's obligations under this Agreement shall be conditioned upon Purchaser obtaining appraisals establishing the value of the real estate interests to be acquired at the Purchase Price for such interests as stated in this Agreement.
2. **Zoning Approval:** The parties obligations hereunder are contingent upon Purchaser obtaining the necessary zoning permit from the Town of Watertown to erect a sign of the dimensions desired by Purchaser. The parties acknowledge that Purchaser may be required to obtain a variance from the dimensional restrictions contained in the Town Sign Law from the Town Zoning Board of Appeals as well as an approval from the Town Planning Board. The Purchaser shall proceed with the necessary applications for the required approvals as quickly as possible pursuant to the required standards for review. In the event that Purchaser is not able to obtain the requisite zoning permit within ninety (90) days from the effective date of this Agreement, either party may cancel this Agreement by delivering written notice thereof to the other, and in such event the parties will have no further obligations hereunder, with the exception of the return of the earnest money deposit to Purchaser.
3. **Risk of Loss:** Risk of loss or damage to the property by fire, flood or any other cause until delivery of the deed, is assumed by Seller. Pending the closing and except as provided herein, Seller shall maintain the Property in its present condition and undertake such repairs and replacements as are necessary to satisfy this responsibility. If, prior to closing, all or a portion of the Property is destroyed, appropriated, stolen, lost or irreparably damaged (a "loss") and Seller is not reasonably able to restore or replace the loss, Purchaser shall have the option to either:
 - (a) Demand and receive a reduction of the purchase price payable under this Agreement in the amount of the reasonable value of the loss; or
 - (b) Cancel this Agreement, where the loss materially impairs Purchaser's anticipated use, operation or enjoyment of the Property, unless Seller agrees to, and does restore or replace the loss within a period of time acceptable to Purchaser.

4. **Title:** At least twenty (20) days before the closing, Seller shall procure and deliver to Purchaser adequate proof of its title to the Property, including:
- (a) A current, forty (40) year title search of the Real Estate, certified by an abstract company;
 - (b) Current, ten (10) year town/county/village real estate tax search, certified by an abstract company or by a public official;
 - (c) Copies of receipted real estate tax bills, sewer and water rent bills, and other assessments imposed upon the property within the thirteen (13) months preceding closing.

In the event that Seller is unable to deliver to Purchaser good and marketable title to the real property interest to be conveyed, Purchaser shall have the right to cancel this agreement and have no further obligation to Purchaser, except to return to Purchaser the earnest money deposit, or to proceed with the closing.

5. **Survey:** An instrument survey, for the real property interests, shall be paid for by the Purchaser.
6. **Restrictive Covenants:** The parties acknowledge that Purchaser heretofore filed a certain Declaration of Restrictive Covenants against certain properties of which Seller's is a part. Purchaser has approved the removal of those restrictive covenants from Seller's parcel and shall proceed to file the necessary instrument with the Jefferson County Clerk's Office to record the extinguishment of those covenants as to Seller's parcel.
7. **Warranties:**
- (a) Seller represents, warrants and confirms that to the best of Seller's knowledge:
 - (i) The underlying Real Estate is not in violation of existing environmental and zoning laws and regulations or of private deed restrictions, if any.
 - (ii) The land above and below the surface, including ground water, which constitute the land to be conveyed to Purchaser is free from any contamination, regardless of its source, including but not limited to, oil or hazardous substances, hazardous wastes, hazardous materials, or any other pollutant or contaminant that could serve as a basis for a claim or liability of any kind against Purchaser including but not limited to, a claim for costs or expenses related to cleanup, removal, remediation or abatement

of the effects of any such contamination whether such contamination is on the land to be conveyed or off-site, including but not limited to, adjoining property, under any federal, state or local law, ordinance, code, rule or regulation.

(iii) Seller will proceed, diligently and in good faith, to satisfy its obligations and responsibilities under this Agreement.

(b) Purchaser represents, warrants and confirms that:

(i) Seller has made no representations or warranties as to the present condition of the Property. Purchaser has had adequate opportunity to inspect the Property and agrees to accept same at closing in its existing condition at the date of this Agreement.

(ii) It will proceed, diligently and in good faith, to satisfy its obligations and responsibilities under this Agreement.

E. **CLOSING:** The transfer of the real estate interest to Purchaser shall occur on or about thirty days following the satisfaction of all conditions pertaining to the real estate interest or at such earlier time as Purchaser and Seller may agree. At closing there shall be delivered:

1. **By Seller:**

(a) A duly executed easement for the Sign Easement, conveying good and marketable title to the easement free from all liens and encumbrances, other than: private deed restrictions and utility easements whose scope and application do not conflict with the present development and use of the Sign Easement.

(b) Releases or satisfactions of all liens affecting the real property.

(c) Such collateral documents as are customarily furnished by the Seller in such transactions.

2. **By Purchaser:**

(a) The funds due Seller at closing for the purchase the real estate interest.

(b) Such collateral documents as are customarily furnished by the Purchaser in such transactions.

F. **CLOSING AND OTHER COSTS:**

1. **Seller:** Seller assumes, and agrees to pay, the following closing charges and other costs:

- (a) Fees for attorney services in connection with:
 - (i) the fulfillment of Seller's pre-closing obligations, and
 - (ii) the preparation and delivery of the transfer documents and other collateral documents to be furnished by Seller.
- (b) Real Estate transfer taxes due or imposed in consequence of the sale of the Property to Purchaser, together with filing fees for the transfer tax return.
- (c) Fees imposed to file and/or record any and all satisfactions, releases or terminations necessary to eliminate and extinguish any lien affecting the Property.

2. **Purchaser:** Purchaser assumes, and agrees to pay, the following charges:

- (a) Recordation of the transfer documents and assessment roll transfer report filing fees.
- (b) Fees for attorney services in connection with examination and certification of title to the Property, preparation and delivery of closing documents to be furnished by Purchaser, and closing and document recording arrangements.

G. **POSSESSION:** Purchaser shall be entitled to possession of the Property upon delivery and acceptance of the transfer documents, which shall be effected immediately after closing. Purchaser shall be responsible for any real estate taxes or other assessments that may be levied against the sign to be constructed by Purchaser on the easement parcel as well as any utility expenses in connection therewith.

H. **BROKERAGE:** Seller represents and warrants to Purchaser that it has not taken any action which would give rise to a claim for broker commissions or finder fees in connection with the transaction contemplated by this Agreement. Seller hereby indemnifies and holds Purchaser harmless in respect of any claim for recovery of a broker's commission or finder's fee because of any action, arrangement, or agreement taken or made by Seller.

I. **MODIFICATION:** This Agreement cannot be changed or modified except by:

- 1. **Writing:** A written instrument signed by both Seller and Purchaser; or
- 2. **Alteration:** Penned insertions and deletions upon this Agreement which are initialed and dated by both Seller and Purchaser.

J. **ASSIGNMENT:** Except as otherwise provided in it, this Agreement may not be assigned by Purchaser or Seller without the prior consent of the other.

K. **EFFECT AND SCOPE:** This Agreement is binding upon, and enures to the benefit of, Seller and Purchaser and the respective representatives, successors, heirs or assigns of each. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction.

L. **NOTICES AND CONSENTS:** Any notices, consents or demands referred to in this Agreement shall, except where otherwise indicated, be in writing and delivered to the proper recipient either personally or by mail.

M. **CAPTIONS:** The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope or intent of the specific provisions of this Agreement which they introduce.

N. **GOVERNING LAW:** This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

O. **COUNTERPARTS:** This Agreement may be signed in one or more identical counterpart copies, each of which shall then constitute an original, and fully binding, instrument. Facsimile transmittal and electronic signatures shall be considered original signatures.

IN WITNESS WHEREOF, THIS AGREEMENT has been executed as of the dates hereinafter set forth.

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Purchaser: _____
By: _____

Date: _____

ONONDAGA DEVELOPMENT LLC

Seller: _____
By: _____

Date: _____

GROUND LEASE

DRAFT

THIS GROUND LEASE (this "Lease") is dated _____, 2020 (the "Effective Date") between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, having an address of 800 Starbuck Avenue, Watertown, New York 13601 ("Landlord"), and **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF WATERTOWN NY INC. D/B/A WATERTOWN FAMILY YMCA**, having an address of 119 Washington Street, Watertown, New York 13601 ("Tenant").

RECITALS:

WHEREAS, Landlord is the recipient of a U.S. Department of Defense Office of Economic Adjustment grant (the "Federal Grant"), which will be used to improve, construct and develop the Premises (hereinafter defined) for a YMCA Community Center;

WHEREAS, pursuant to the terms of the Federal Grant, Landlord must hold the Premises in trust for the entire Federal Interest Period, which is thirty (30) years from the date construction commences (the "Federal Interest Period");

WHEREAS, it is the intent of Landlord and Tenant that Tenant acquire and develop the Premises for the use set forth above;

WHEREAS, in order to comply with the terms of the Federal Grant, during the Federal Interest Period, Landlord shall retain ownership of the Premises and lease the Premises to Tenant; and

WHEREAS, the parties desire to enter into this Ground Lease to identify and specify their respective rights and obligations with respect to the Premises during the Federal Interest Period, following which Tenant has an option to purchase the Premises.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES:** Landlord, for and in consideration of the covenants contained in this Lease and made on the part of Tenant, demises and leases unto Tenant, and Tenant leases from Landlord, a portion of the property located at 146 Arsenal Street in the City of Watertown, County of Jefferson, State of New York, identified as tax map parcel number 7-02-102.001, being more particularly [described/depicted] on Exhibit A (the "Leased Space"), together with all of Landlord's easement rights and appurtenances thereto, all buildings and improvements now located on the Leased Space, all rights in and to any common areas shared with others and benefiting the Leased Space, and all necessary easements and appurtenances in Landlord's adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of utilities and for driveways and approaches to and from abutting highways, for the use and benefit of the Leased Space, including any improvements to be erected on the Leased Space (the Leased Space, together with the easements, appurtenances, buildings and improvements described above are collectively referred to as the "Premises"). Excluded from the Premises shall be the area as

labeled "Tenant Area" on Exhibit A, which shall be retained by Landlord and not leased or conveyed to Tenant in accordance with Article 14 herein (the "Landlord Retained Property"). Landlord shall also retain any rights to use the common areas necessary for the operation and benefit of the Landlord Retained Property including any rights to access the generator located at the Premises. If Tenant has the Premises or any portion thereof surveyed, then, at Tenant's option, the parties shall execute a recordable amendment by which survey descriptions shall be inserted in lieu of the descriptions contained on Exhibit A, but Tenant shall not be obligated to lease less than is described above.

2. **LEASE TERM:** Tenant shall have and hold the Premises for a term (the "Term") commencing on the Effective Date and ending on the thirtieth (30th) anniversary of the Notice of Federal Interest being recorded in the Jefferson County Clerk's Office, such notice being required by the Federal Grant. The Term shall coincide with the thirty (30) year Federal Interest Period.

3. **RENT AND TAXES:**

- A. **Initial Term Rent:** Tenant's liability for rent shall commence on the Effective Date. Tenant, in consideration of the covenants made by Landlord, promises to pay rent to Landlord at the address provided in the Notices paragraph of this Lease (or such other address as Landlord may designate in writing from time to time) in the amount of \$1.00 per year.
- B. **Rental Payment.** Upon the satisfaction of the contingencies set forth in Article 7(A) herein, Tenant shall tender an additional rental payment in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to Landlord.
- C. **Taxes:** Except as provided below, if not otherwise exempt, Tenant shall pay promptly and before they become delinquent all general real estate taxes and special assessments imposed at any time during the Term, upon or against the Leased Space, including the land and all buildings, furniture, fixtures, equipment and improvements now or later located on the Leased Space, lawfully assessed either in the name of Landlord, fee owner or Tenant. Tenant's obligation to pay taxes shall commence to accrue upon the Effective Date. Tenant shall not be responsible for any taxes or special assessments levied prior to the Term of this Lease.

Landlord shall use its best efforts to obtain from the taxing authorities a separate assessment for the land and buildings comprising the Leased Space and agrees to sign the Notice to Tax Assessor attached to this Lease as Exhibit B in order to facilitate this process. If such separate assessment shall be obtained, the real estate taxes payable by Tenant shall be paid by Tenant directly to the taxing authority. If Landlord shall be unable to obtain such separate assessment, Tenant shall pay such taxes to Landlord within 15 days after Landlord notifies Tenant of the amount due and furnishes Tenant with a copy of the tax bill. Landlord shall pay the tax bill when due.

Tenant shall have the right, in its own name or in the name of Landlord, to make and prosecute application(s) for abatement of taxes or appeals for correction of assessments, and Landlord

agrees to cooperate fully with Tenant in this regard. Landlord agrees to sign all necessary instruments in connection with such application or appeal and, in addition, appoints Tenant its agent-in-fact for purposes of such signature, which shall be an agency coupled with an interest. Landlord shall not settle any such application or appeal without Tenant's prior written approval in each instance.

Notwithstanding anything contained in this Lease, Tenant shall not be obligated to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Landlord or which may be imposed against Landlord or against the rents payable under the Lease or upon the income or profits of Landlord by reason of any law now in force or later enacted.

4. LANDLORD'S WARRANTIES AND COVENANTS: Landlord covenants, represents and warrants that:

- A. **Approvals:** Landlord shall, if necessary, cooperate with Tenant and use its best efforts to assist Tenant in obtaining the approval of all public and governmental authorities as to all matters relating to zoning or similar requirements for Tenant's intended use of the Premises in accordance with Tenant's plans and specifications as will permit Tenant to obtain all necessary permits, licenses and approvals referred to in Article 7A below. Tenant agrees to pay the expense of application and engineering and any other incidental costs relating to such approval or the recordation of a final parcel map or plat.
- B. **Utilities:** All water and gas mains, electric power lines, telephone lines, sanitary and storm sewers are located in the public right-of-way and contiguous with the property line of the Leased Space and are available for Tenant's intended use. Any and all impact, tap and connection fees associated with such utilities shall be paid by Tenant.
- C. **Site Condition:** Landlord represents and warrants that the Premises are free of hazardous substances and that any previous activity involving hazardous substances on the Premises was conducted in compliance with applicable law.
- D. **Possession:** The Leased Space is free and clear of all tenancies, whether oral or written, and Tenant shall have sole and actual possession from the date of last execution of this Lease.
- E. **Covenant of Title and Quiet Enjoyment:** Landlord is well seized of and has good title to the Premises and all improvements located on it on the date of this Lease, free and clear of all liens, encumbrances, easements, tenancies and restrictions. Landlord warrants and will defend title, and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any claim against title or defect in the title or description of the Premises. In addition, Landlord agrees that Tenant's quiet enjoyment of the Premises will not be disturbed or interfered with by Landlord or by anyone claiming by, through or under Landlord. Landlord agrees to provide Tenant with any and all non-

disturbance agreements deemed necessary by Tenant, in a form acceptable to Tenant, covering any lenders or underlying fee owners within 14 days of a request by Tenant. Such non-disturbance agreements will provide in part that so long as Tenant is not then in default beyond any applicable cure period under this Lease, Tenant shall not be disturbed in its peaceful enjoyment of the Premises, nor deprived of its rights pursuant to the terms of this Lease.

- F. **Tenant's Remedies:** Landlord acknowledges that in executing this Lease, Tenant is relying upon all of the covenants, representations and warranties contained in this Lease and that matters so covenanted, represented and warranted are material ones. Landlord accordingly agrees that if Landlord does not cure or diligently commence to cure a default within 10 days after written notice from Tenant, or if the default cannot be cured within such 10 day period, if Landlord does not commence to cure the default within such 10 day period and thereafter diligently pursue a cure, any breach of covenant, warranty or misrepresentation shall be grounds for Tenant to elect, at its option, to terminate this Lease or cure Landlord's default(s) and submit any expense in connection therewith to Landlord. These remedies are in addition to all other remedies Tenant may have in law or equity.

6. **TENANT'S COVENANTS:** Tenant covenants and agrees, during the Term:

- A. **Rent:** To pay the rent on the days and in the manner as provided in this Lease.
- B. **Liens and Encumbrances:** Not to cause the estate of Landlord in the Premises to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified Landlord against all such liens, charges and encumbrances. Tenant reserves the right to bond over any such lien, charge or encumbrance.
- C. **Insurance and Indemnity:** At its own expense to insure and keep insured, from the date of actual possession, the building and improvements now or hereafter located on the Leased Space against loss or damage by means of all-risk insurance on a replacement cost basis in responsible insurance companies licensed in the state in which the Premises are located. Subject to the terms of this Lease, such insurance shall be made payable in case of loss to Tenant. In the event Tenant cannot procure such insurance, Landlord agrees to obtain the same and Tenant shall reimburse Landlord for such cost. In the case of loss, Landlord agrees to assign any insurance proceeds to Tenant.

Tenant shall also maintain and keep in force Commercial General Liability insurance, on an occurrence basis, insuring against claims for personal injury, death or property damage occurring in, on or about the Leased Space with a combined single limit of \$5,000,000 for Bodily Injury, Death and Property Damage Liability.

DRAFT

The insurance policies listed above shall name Landlord as an additional insured. Tenant shall deliver to Landlord, upon request, certificates of insurance and of any renewals from time to time during the term of this Lease.

Tenant further agrees to indemnify, defend and save Landlord harmless from any liability, loss, cost, expense or claim of any nature, except for such liability, loss, cost expense or claim resulting from Landlord's negligence or willful misconduct, resulting from any damage to person or property arising out of the failure of Tenant or Tenant's agents, employees, servants, licensees or contractors, in any respect, to keep the Leased Space in a safe condition or to comply with and perform all of the requirements and provisions of this Lease. Tenant shall have the sole and exclusive right to retain counsel of its choice, to determine all litigation issues including, without limitation, trial strategy, trial preparation, discovery techniques and strategy, right of appeal, and settlement decisions.

- D. **Repairs:** To keep the Leased Space in a safe and good condition and repair, subject to ordinary wear and tear and to Landlord's obligations under this Lease, if any. To that end, subject to the Declaration of Mutual Covenants, Easements, Liens and Rights of First Refusal between Landlord and Gary Juster recorded August 8, 2002 in the Jefferson County Clerk's Office in Book 1874 of Deeds at Page 112 (the "Declaration"), Tenant shall be responsible for completing any and all structural repairs and capital improvements, including roof repairs. Landlord shall only be responsible for its pro-rata share of the same. Tenant shall be responsible for snow removal, if necessary.
- E. **Utilities:** To pay when due all charges for all utility services used on the Leased Space.
- F. **Compliance with Law:** To comply with all governmental laws, rules and regulations applicable to the use, development or operation of the Leased Space. This provision shall include the requirement to comply with any governmental orders and guidance, as well as CDC and NYSDOH guidance, now in effect or in the future, relating to the COVID-19 pandemic.

7. **RIGHT TO TERMINATE:**

- A. **Contingency Period:** If the conditions listed in this Article 7A have not been satisfied or complied as set forth within the applicable time period in each specific subsection, Tenant may terminate this Lease and this Lease shall be of no further force or effect as of the date such notice of termination is given.
 - (1) **Permits:** Within 120 business days after the Effective Date (the "Contingency Period") Tenant having obtained, after expiration of all applicable appeal periods, all permits, variances, special use permits, licenses, permissions or other authorizations (collectively called "Permits") necessary for the renovation, construction and operation of its facility. Landlord agrees to execute such documents, make such

DRAFT

appearances and do such other things as Tenant may reasonably request. If Tenant is unable to obtain all necessary permits and approvals, this Lease may be terminated as provided in Article 7(A).

- (2) **Evidence of Title:** Within 30 days from the Effective Date, Landlord shall provide to Tenant an updated abstract of title commencing with a warranty deed conveying a 100% fee interest and recorded no later than 40 years prior to the Effective Date. Tenant shall promptly apply for leasehold title insurance, with extended coverage, from a title company acceptable to Tenant, with a policy amount of not less than \$500,000 or that required by law or the title insurer, covering the date of recording of the Memorandum of Lease as provided in Article 17, showing title to the Premises in Landlord. If the report on title, title binder or commitment (the "Title Commitment") discloses any conditions, restrictions, liens, encumbrances, easements or covenants which render title to the Premises unmarketable, Landlord shall have 30 days from the date Tenant notifies Landlord of such defects to make a good faith effort to cure such defects and to furnish a title report, binder or commitment showing such defects cured or removed. If such defects in title are not so cured within 30 days, Tenant may, at its option, terminate this Lease. Immediately upon the Effective Date, Landlord shall deliver to Tenant's title company, if in its possession, Landlord's prior title evidence, such as title policies, an abstract of title or attorney's opinions. Landlord shall execute and deliver to the title company or Tenant any other affidavit, statement or other document normally required by the title insurance company as a condition for the issuance of the title insurance policy including any endorsements requested by Tenant. In connection with this paragraph, Landlord shall provide Tenant evidence that any party holding a right of first refusal to purchase the Premises, or any portion thereof, has waived its opportunity to exercise such right.
- (3) **Landlord Information.** Within ten (10) days from the Effective Date, Landlord will provide to Tenant, the following to the extent that each of the following exists and is in Landlord's possession (collectively, the "Landlord Information"): (i) copies of service, utility, or maintenance contracts or agreements relating to the operation or management of the Premises, if any; (ii) copies of all studies, reports, permits, or surveys for the Premises in Landlord's possession; (iii) copies of any existing Phase I or Phase II environmental audits prepared by third parties; and (iv) blueprints, manuals, building plans or warranties for the building, and any other relevant information reasonably requested by Tenant, to the extent it exists and is in Landlord's possession. If this Lease is terminated for any reason, Tenant will promptly deliver to Landlord all documents and/or information furnished to it by Landlord without retaining copies thereof. If the Landlord Information discloses that the Premises are unsatisfactory

to Tenant for Tenant's intended use, Tenant may, at its option, declare this Lease to be null and void and of no further force and effect.

- (4) **Environmental Assessments:** Tenant may obtain, within 60 days after the Effective Date, environmental assessments (each, an "Assessment" and together, the "Assessments") of the Premises, including, but not limited to, a Phase I and Phase II Environmental Site Assessment. If the result of the Assessments are not satisfactory to Tenant, Tenant may declare this Lease to be null and void and of no further force and effect.

Landlord warrants and represents to the best of Landlord's knowledge that neither it nor its agents, employees or contractors have caused or permitted the presence, use, generation, manufacture, release, discharge, storage, disposal or transport of any hazardous material on, under, in, above, to or from the Premises. Landlord shall provide Tenant with the most current copy of the Phase I/II environmental site assessment, if any, in its possession relating to the Premises.

- (5) **Inspections:** Tenant may conduct, within 60 days after the Effective Date, any inspections of the Premises it desires. If the results of the inspections are not satisfactory to Tenant, Tenant may declare this Lease to be null and void and of no further force and effect.

- (6) **Additional Property Rights:** Landlord and Tenant agree to work together to reach a parking agreement with the City of Watertown for the use by Tenant of a portion of the parking lot owned by the City along Arsenal and Court Streets. Additionally, Tenant must obtain the rights to any common areas, by easement or otherwise, which are necessary for Tenant's intended use and enjoyment of the Premises. If such rights are not obtained, Tenant may declare this Lease to be null and void and of no further force and effect.

- B. **Access:** Landlord grants to Tenant, its agents and contractors, the right to enter upon the Premises to make the inspections, soil tests, surveys and environmental assessments.

8. **USE, ALTERATIONS AND TITLE TO IMPROVEMENTS:**

- A. **Use:** Notwithstanding any other provision herein to the contrary, Tenant shall have the right to use or occupy the Leased Space for a YMCA Community Center to include an aquatic, racquet sport and wellness center.
- B. **Alterations and Title to Improvements:** Tenant shall have the right to make alterations, additions and improvements to the Leased Space from time to time; provided, however, that Tenant shall provide all construction drawings, plans and schedules (collectively, the "Plans") to Landlord and Washington Street Properties, LLC ("WSP"), owner of the first level of the building in which the

DRAFT

Leased Space exists, and obtain consent to the Plans from Landlord and WSP prior to commencing construction. In the event WSP or Landlord do not respond to Tenant within fifteen (15) days of when Tenant provides the Plans to Landlord and/or WSP, Landlord and/or WSP shall be deemed to have consented to the Plans. In addition, Landlord shall have the right to participate in all construction meetings.

All of such alterations, additions and improvements constructed by Tenant shall be and remain the property of Tenant at all times during the Term. Landlord agrees to execute all applications, consents and other reasonable documents, which may from time to time be required by Tenant to obtain any permits, variances, or other governmental approvals in connection with any construction or other use of the Leased Space by Tenant, which may be permitted under this Lease. Tenant shall have the right to remove any such alterations, additions and improvements at any time during the Term, and for a period of 30 days after the termination of this Lease, and, for such purpose, to enter upon the Premises. However, Tenant shall not be required to remove any such alterations, additions or improvements, and Tenant's failure to do so after the expiration of such period of 30 days shall be deemed to be an abandonment and the same shall, at such time, become a part of the real estate with title vesting in the owner of the land. Tenant may install on the Premises signage of such size, design and character as shall be in full compliance with all applicable laws.

9. **ASSIGNMENT AND SUBLETTING:** Tenant may not sublease or assign the Premises.
10. **RESERVED.**
11. **LANDLORD'S RIGHT OF RE-ENTRY:** If Tenant shall fail to promptly keep and perform any affirmative covenant of this Lease strictly in accordance with the terms of this Lease and shall continue in default for a period of 30 days after written notice by Landlord of default and demand for performance, then, as often as any such event shall occur, Landlord may (a) declare the Term ended, and enter into the Premises and expel Tenant or any person occupying the same in or upon the Premises and repossess and enjoy the Premises as in Landlord's former estate; and/or (b) re-let the Premises. Anything contained in this Lease to the contrary notwithstanding, if any default shall occur, which cannot with due diligence be cured within a period of 30 days, and Tenant, prior to the expiration of 30 days from and after the giving of the notice, commences to eliminate the cause of such default, then Landlord shall not have the right to declare the Term ended and/or relet the Premises by reason of such default.
12. **HOLDING OVER:** If Tenant continues to occupy the Premises after the last day of the Term, and Landlord elects to accept rent thereafter, a tenancy from month-to-month only shall be created, and not for any longer period.
13. **CONDEMNATION:** If the whole or any part of the Premises is taken or condemned by any competent authority for any public use or purpose during the Term, Tenant reserves

DRAFT

unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based upon its leasehold interest, business and ownership of buildings, alterations and improvements. Landlord shall have the right to make a claim for the taking of or injury to the reversion.

If a part of the Premises shall be taken or condemned which, in the sole judgment of Tenant, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, then Tenant may, at any time, either prior to or within a period of 60 days after the date when possession of the Premises shall be required by the condemning authority, elect to terminate this Lease, or, if an option to purchase the Premises is conferred upon Tenant by any other provision of this Lease, may as an alternative to such termination of this Lease, elect to purchase the Premises in accordance with such purchase option.

In the event of any taking or condemnation not resulting in termination of this Lease, this Lease shall continue in effect with respect to the portion of the Premises not so taken. Tenant will, with all due diligence and at its own cost and expense, repair and restore the Premises or what may remain of it to its former condition to the extent practicable, and to the extent that Tenant has received an award or compensation for such repair or restoration.

Landlord shall give Tenant prompt notice of a taking or proposed taking by eminent domain or through temporary or permanent easements of all or any portion of the Premises, and Landlord shall include Tenant in any discussions or negotiations with the right of way agent or other condemning authority.

14. **OPTION TO PURCHASE:** Tenant is hereby given the option to purchase the Premises for \$1.00, which option shall be effective following Tenant's rental payment as required in Article 3(B), provided Tenant shall give Landlord notice in writing of its election to exercise this option to purchase no less than thirty (30) days prior to the expiration of the Term.

If the foregoing option is exercised, Landlord shall convey marketable and insurable fee simple title to the Premises by good and sufficient warranty deed, and free from all encumbrances whatsoever, except those created by Tenant. If, after making a good faith effort to do so, Landlord is unable to convey good title to the Premises as required in this Lease, Tenant may, at its option, continue its occupancy of the Premises pursuant to the terms of this Lease or terminate this Lease.

The closing shall be within 30 days from the date Tenant exercises this option to purchase. Landlord shall be responsible for the cost of any transfer tax and Tenant shall pay to record the deed. In connection with closing, Landlord and Tenant will execute, to the extent necessary, any easements, or otherwise, required for access to certain common areas necessary for the benefit of the Premises or the Landlord Retained Property, including, but not limited to access to the generator at the Premises.

DRAFT

The Premises may not be sold to any third party during the Federal Interest Period. This option to purchase shall be referenced in any short form or memorandum of this Lease that is recorded in accordance with Article 17 herein. Landlord has secured all necessary consents and approvals for the future sale of the Premises for the amount of Rent to be paid by the Tenant and has given all necessary notices to the New York State approving authorities. Landlord submitted a Notice letter to the New York State Comptroller in accordance with the requirements set forth in Section 2897(6)(d)(ii) of the New York State Public Authorities Act, a copy of which is attached hereto as Exhibit C.

15. **TRADE FIXTURES, MACHINERY AND EQUIPMENT:** All personal property of Landlord shall be removed from the Premises prior to the Effective Date, provided, however, that as of the Effective Date, the lockers from what was previously considered the call center (the "Call Center") located in the Premises shall become Tenant's property and may be removed by Tenant, in its discretion, at any time and from time to time during the Term of this Lease. Moreover, Landlord agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind and nature kept or installed in the Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Premises and may be removed by Tenant, in its discretion, at any time and from time to time during the entire Term of this Lease.
16. **RECORDING:** Tenant and Landlord agree to execute and record a short form or memorandum of this Lease in a form acceptable to Tenant as soon as Tenant has obtained an approved survey and legal description of the Premises. The cost of all documentary stamps, conveyancing or transfer taxes and recording fees shall be paid equally by the parties.
17. **MISCELLANEOUS PROVISIONS:**
 - A. **Invalidity:** If any term or provision of this Lease or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected.
 - B. **Successors and Assigns:** The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be lessors under this Lease, the word "Landlord" whenever used in this Lease shall be deemed to include all lessors jointly and severally.
 - C. **Writing:** No waivers, alterations or modifications of this Lease or any agreements in connection with this Lease shall be valid unless in writing duly executed by both Landlord and Tenant.
 - D. **Construction:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or

DRAFT

intent of such paragraphs of this Lease or in any way affect this Lease. Any gender used shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of gender relates. The use of singular shall be deemed to include the plural and, conversely, the plural shall be deemed to include the singular.

- E. **Notices:** If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid. If intended for Landlord, the notice shall be addressed to:

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, New York 13601

With a copy to:

Joe Russell, Esq.
Barclay Damon LLP
120 Washington Street
Suite 500
Watertown, New York 13601

If intended for Tenant, the notice shall be addressed to:

The Young Men's Christian Association of Watertown NY Inc.
d/b/a Watertown Family YMCA
119 Washington Street
Watertown, New York 13601

With a copy to:

Bond, Schoeneck & King, PLLC
Attn: Kevin M. Pole, Esq.
One Lincoln Center
Syracuse, New York 13202-1355

or such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so sent shall be deemed to have been given as of the time it is deposited with the overnight carrier or in the United States mail.

- F. **Waiver of Jury Trial:** Landlord and Tenant agree to waive any right to have a trial by jury with respect to any lawsuit based on, or arising under this Lease or

DRAFT

any course of conduct, course of dealing, statements or actions of Landlord or Tenant in connection with this Lease.

- G. **Broker's Commission:** Each Party represents to the other that there are no brokers involved in this matter.
 - H. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
 - I. **Computation of Time Periods.** If the date upon which any time period provided for in this Lease is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Daylight Savings Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday. For purposes of this Lease, unless otherwise specified herein, all time periods and references to "days" shall mean calendar days.
18. **AUTHORITY TO SIGN:** All negotiations, considerations, representations and understandings between the parties are incorporated in this document and may be modified or altered only by agreement in writing between the parties, and no act or omission of any employee or agent of the parties or any broker, if any, shall alter, change or modify any of the provisions of this Lease. The parties executing this Lease on behalf of Landlord and Tenant represent that they have authority and power to sign this Lease on behalf of Landlord and Tenant.
19. **ADDENDA AND EXHIBITS:** This Lease includes the following Addenda and/or Exhibits, which shall take precedence over conflicting provisions (if any) of this Lease, and are made an integral part of this Lease and fully incorporated by reference:
- A. Exhibit A ([Description/Depiction] of Leased Space);
 - B. Exhibit B (Notice to Tax Assessor); and
 - D. Exhibit C (Notification under NYS Public Authorities Act).

In the event the layout of the Leased Space is changed, Landlord and Tenant agree to enter into an amendment to the Lease to replace and update the exhibits to reflect such change.

20. **RIGHT OF FIRST REFUSAL:** Landlord hereby grants to Tenant a right of first refusal to purchase the Landlord Retained Property. This right of first refusal shall be exercisable by Tenant in the event of a proposed sale of the Landlord Retained Property, or any portion thereof. Should the Landlord receive a bona fide written offer to purchase (the "Offer"), which it is inclined to accept, it shall give Tenant written notice of the Offer. Said notice shall include a copy of the Offer. Tenant shall have twenty (20) days from the receipt of said notice to formally submit to the Landlord a purchase offer for Landlord Retained Property, on terms equal to the Offer, which the Landlord shall then execute.

DRAFT

Should Tenant not supply the Landlord with said purchase offer within twenty (20) days of receipt of the Landlord's notice, the Landlord shall be free to sell the Landlord Retained Property to the proposed purchaser free from this right of first refusal and Tenant will provide Landlord with written evidence of its waiver of the right of first refusal. However, this right of first refusal shall continue past any permitted transfer of the Landlord Retained Property, and subsequent owners of the Landlord Retained Property, or any portion thereof, shall be subject to this right of first refusal.

[Signatures to Follow]

DRAFT

LANDLORD AND TENANT, by their execution below, indicate their consent to the terms of this lease.

LANDLORD:

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Its: _____

TENANT:

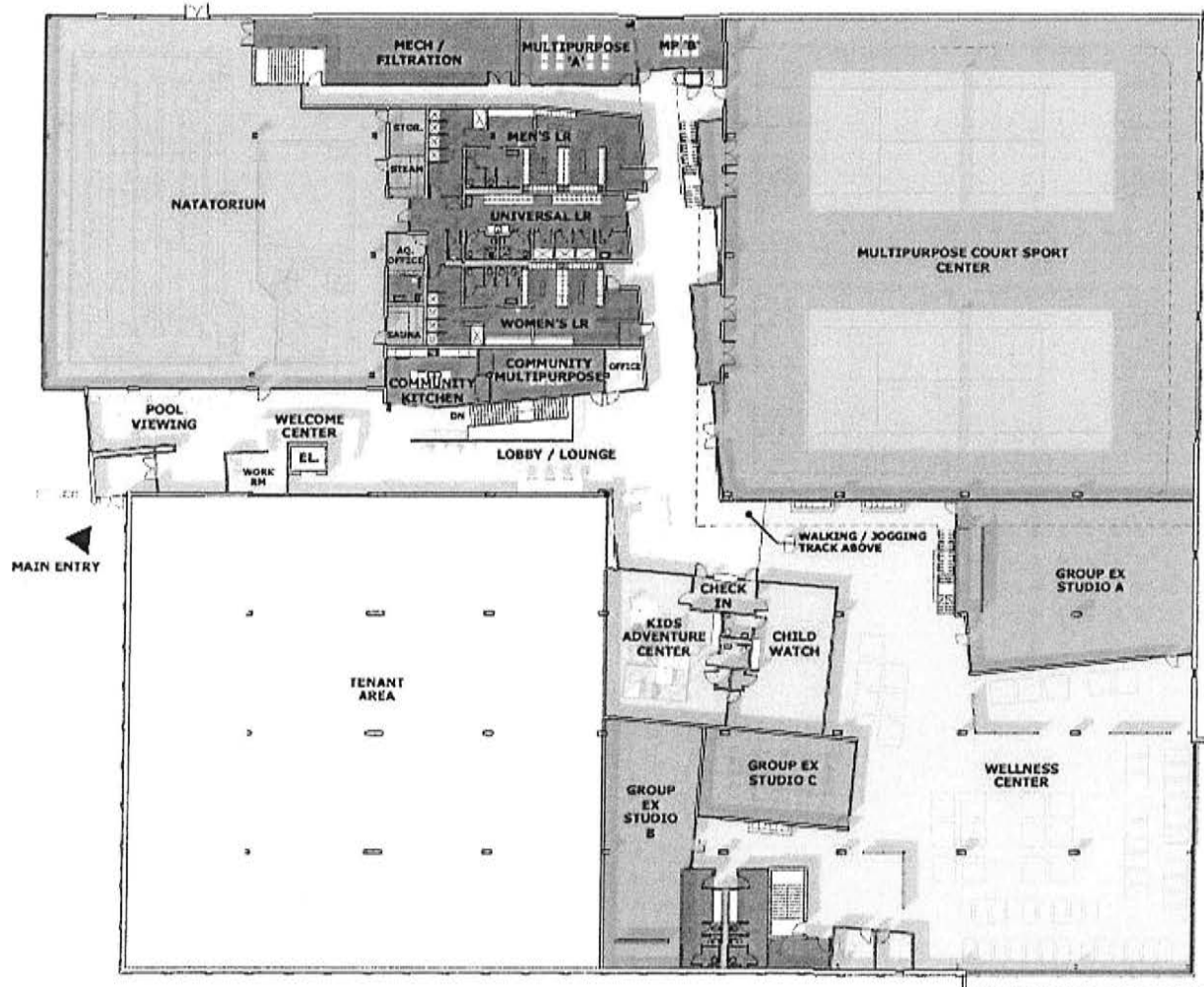
**THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF WATERTOWN NY INC.
D/B/A WATERTOWN FAMILY YMCA**

By: _____

Its: _____

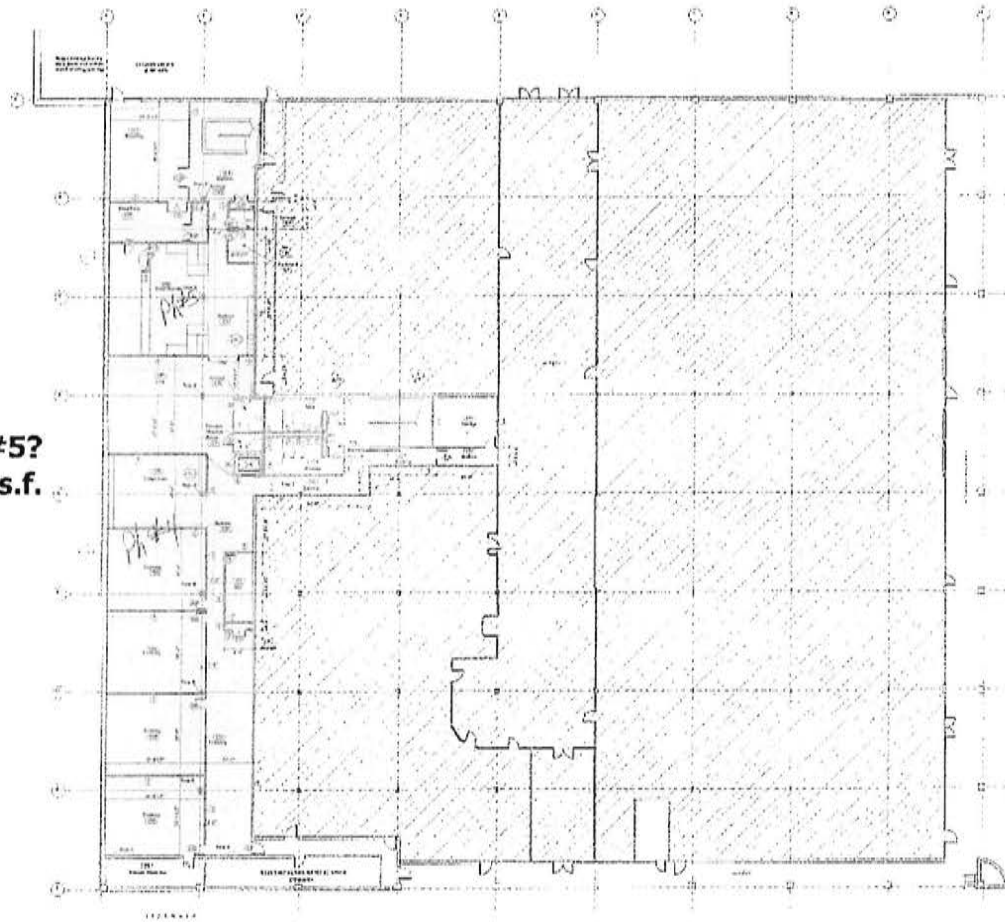
EXHIBIT A
THE LEASED SPACE

DRAFT



DRAFT

TENANT #5?
10,444 s.f.



DRAFT

EXHIBIT B
AUTHORIZATION TO TAX ASSESSOR

TO: TAX ASSESSOR OF _____ COUNTY DATE: _____

RE: TAX PARCEL NUMBER(S) _____

ADDRESS AND LOCATION CODE

TENANT:

The undersigned property owner, requests and authorizes you to do the following:

1. You may release or otherwise provide _____ with any and all information regarding the assessment or valuation of the real estate tax parcel described above.
2. The YMCA is authorized to file on behalf an appeal or protest of any general or special assessment.
4. You should mail all further tax bills, notices of assessment and requests for information to YMCA at the following address:

Tenant: _____

5. This authorization shall remain in full force and effect and you may rely upon it without liability to me until it is withdrawn or terminated by the undersigned in writing.

If any of the requests above cannot be granted without completion of additional forms or applications, please forward any such forms and applications, together with instructions, to: (name and address of Regional Coordinator)

TAXPAYER (LANDLORD) SIGNATURE(S)

PRINTED NAME(S) _____

DRAFT

EXHIBIT C
NOTIFICATION UNDER NYS PUBLIC AUTHORITIES ACT

BARCLAY DAMON

Joseph W. Russell
Partner

March 18, 2020

Hon. Thomas P. DiNapoli
Comptroller, New York State
110 State Street
Albany, New York 12236

**RE: Notification of the Sale of Real Property owned by the Jefferson County
Industrial Development Agency**

Dear Comptroller DiNapoli:

The undersigned is General Counsel to the Jefferson County Industrial Development Agency, 800 Starbuck Avenue, Watertown, New York 13601 (the "Agency") and I have been directed to provide this correspondence pursuant to the requirements of section 2897 (6)(d)(ii) of the New York Public Authorities Act.

The Jefferson County Industrial Development Agency, 800 Starbuck Avenue, Watertown, New York 13601 (the "Agency") has negotiated the sale of a major portion of a large parcel of improved real property owned by the Agency located at 146 Arsenal Street, Watertown, New York, to the Watertown Family YMCA.

The following is an explanatory statement of the circumstances of the proposed transaction:

The parcel owned by the Agency consists of approximately 76,879 square feet of a building located on tax parcels 7-2-102.001, 7-2-102.002 and 7-2-102.003 which contains in total approximately 126,386 square feet. The parcel fronts on Arsenal Street in the City of Watertown. The building improvements include a two story steel and masonry framed office building constructed in 1971.

The Agency parcel was acquired by the Agency in 2002, and until recently housed a large call center employing over 550 individuals. Unfortunately, increased costs forced the Company to close its doors and move its call center services to a location outside of New York State. The building has been vacant since closure in the Summer of 2019. Attempts by the Agency to recruit another call center or back office company for the parcel have failed, and the carrying costs to the Agency of the vacant structure pose a financial burden on the Agency.

Of the 76,879 square foot parcel, the Agency has negotiated the sale of approximately 60,000 square feet to the Watertown Family YMCA for a purchase price of \$500,000.00, (the "Y" parcel), with the remainder of the parcel to be retained by the Agency for use by an occupant to be determined.

120 Washington Street - Suite 500 - Watertown, New York 13601 barclaydamon.com
jrussell@barclaydamon.com Great: (315) 412-7115 Fax: (315) 793-7368

DRAFT

The Watertown Family YMCA proposes to develop the Y parcel and transform it into a multi-million dollar public purpose complex to be known as the YMCA Community Center (preliminary design concepts included). Initial estimates place the total project value at just over \$16,000,000.00 for what is planned to be an aquatic, racquet sport, and wellness center.

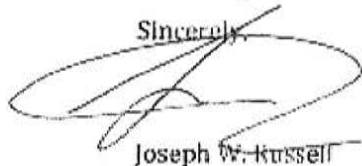
Once completed the developed Y parcel will become a focal point for the re-birth of Watertown's downtown and will join several other projects being undertaken through New York State's Downtown Revitalization Initiative. The project has already been awarded a grant in the amount of \$2,133,000.00 through the State's Consolidated Funding Application process.

It is anticipated that the project will result in the creation of thirty (30) new jobs and the retention of thirty five (35) existing jobs, with salaries ranging from \$25,000.00 to \$55,000.00, which places the project within the purposes and mission of the Agency. In addition to the permanent jobs, it is expected that approximately 100 temporary construction jobs will be created during the development of the Y parcel.

As part of its evaluation of the proposal submitted by the Watertown Family YMCA, the Agency Board has commissioned an appraisal of the Y parcel by DGM Coon & Company, which places a market value on the Y parcel at \$1,600,000.00.

Although the negotiated sale is for a price below market value, the Agency Board of Directors has determined that with the significant positive impact which the planned project will have on downtown Watertown, and the entire region, together with the job creation and retention that will follow, the sale below market value is justified and within the mission of the Agency.

Sincerely,



Joseph W. Kusel

cc: Director of New York State Budget
New York State Commissioner of General Services
New York State Legislature
New York State Authorities Budget Office
Jefferson County Legislature, Chairman Scott Gray
Jefferson County Administrator, Robert Hagemann
Mayor, City of Watertown, Jeffrey Smith
Keith Caughlin, Esq., Chairman, Board of Directors, Watertown Family YMCA
Denise Young, CEO, Watertown Family YMCA
Donald C. Alexander, CEO, Jefferson County Industrial Development Agency

Jefferson County Industrial Development Agency
 800 Starbuck Avenue, Suite 800
 Watertown, NY 13601
 (315) 782-5865

2020-2021 Board Attendance

| Name | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Aliasso, Robert | P | P | | | | | | | | | | |
| Converse, David | P | P | | | | | | | | | | |
| Jennings, John | P | A | | | | | | | | | | |
| Johnson, William | P | P | | | | | | | | | | |
| L'Huillier, Lisa | P | P | | | | | | | | | | |
| Walldroff, W. Edward | P | P | | | | | | | | | | |
| Warneck, Paul | P | P | | | | | | | | | | |
| Totals: | 7 | 6 | | | | | | | | | | |
| P - Present | | | | | | | | | | | | |
| - Excused | | | | | | | | | | | | |
| - Absent | | | | | | | | | | | | |