

# Jefferson County Industrial Development Agency

800 Starbuck Avenue, Suite 800  
Watertown, New York 13601  
Telephone 315-782-5865 / 800-553-4111  
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[www.jcida.com](http://www.jcida.com)

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**TO:** **JCIDA Building and Grounds Ad Hoc Committee**  
Kent Burto, Chair  
David Converse  
Lisa L'Huillier  
Greg Gardner  
John Jennings  
Rob Aiken

**FROM:** David J. Zembiec, CEO

**DATE:** December 14, 2021

**SUBJECT:** **JCIDA Building and Grounds Ad Hoc Committee Meeting**

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A JCIDA Building and Grounds Committee meeting has been scheduled for **Thursday, December 16, 2021 at 1:00 p.m.** in the board room, 800 Starbuck Avenue, Watertown, NY.

Please confirm your attendance with Peggy Sampson [pssampson@jcida.com](mailto:pssampson@jcida.com) at your earliest convenience.

**Zoom:**

<https://us02web.zoom.us/j/84355250468?pwd=R0t4VjRPdGJBZDJrL2JQYVVVjKytDdz09>

If the link doesn't work, click on Join Meeting and enter the information below:

Meeting ID: 843 5525 0468

Passcode: 011440

1-929-205-6099 US (New York)

Thank you.

pss

C: Marshall Weir  
Lyle Eaton  
Rob Aliasso  
W. Edward Walldroff  
Bill Johnson  
Paul Warneck  
Christine Powers  
Justin Miller, Esq.  
Media

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## **JCIDA BUILDING AND GROUNDS AD HOC COMMITTEE**

**Thursday, December 16, 2021**

**1:00 p.m.**

### **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Remediation Update (146 Arsenal Street)**
- IV. Discuss Ground Lease extension with YMCA (146 Arsenal Street)**
- V. Other/Unfinished business**
- VI. Adjournment**

## SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "Second Amendment") is made as of December \_\_\_\_, 2021, by and 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"). Landlord and Tenant may be referred to herein as "Party" or together as "Parties."

### WITNESSETH THAT:

**WHEREAS**, Landlord and Tenant entered into that certain Ground Lease dated as of March 16, 2021, as amended and modified by that certain First Amendment to Lease Agreement dated July 13, 2021 (the "First Amendment") (collectively, the "Lease") whereby Landlord leases to Tenant and Tenant leases from Landlord a portion of the real 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 (the "Premises"), and more particularly described in the Lease; and

**WHEREAS**, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease; and

**WHEREAS**, Landlord and Tenant wish to further amend the Lease to extend Tenant's Contingency Period under Article VI of the Lease.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the payment, receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Right to Terminate. Article 6 of the Lease shall be modified as follows:
  - a. The first paragraph of Article 6(A) of the Lease shall be deleted in its entirety and the following inserted in its place:

**Contingency Period:** Tenant shall have until February 18, 2022 to satisfy or waive the conditions set forth below (the "Contingency Period"). If such conditions have not been satisfied or waived prior to the expiration of the Contingency Period, either Landlord or Tenant may terminate this Lease upon written notice to the other and this Lease shall be of no further force or effect as of the date such notice of termination is given.
2. Landlord Board Approval. This Lease and Landlord's obligations hereunder shall be expressly contingent and conditioned upon the issuance of a written authorizing resolution approving this Second Amendment from the Board of Directors/Trustees of Landlord on or before January \_\_\_\_, 2022.

3. Binding Effect. This Second Amendment shall be binding on, and shall inure to the benefit of, the Parties, their successors and assigns.
4. Counterparts. This Second Amendment may be signed in counterparts, all of which, taken together, shall constitute one and the same instrument. Signatures on this Second Amendment which are transmitted by electronic delivery shall be valid for all purposes.
5. Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties with regard to the subject matter discussed herein and supersedes all prior agreement or understandings, whether written or oral.
6. Integration and Ratification. Landlord and Tenant hereby ratify and affirm the terms of the Lease. Except as expressly modified by this Second Amendment, in all other respects, the rest and remainder of the Lease (including the First Amendment) shall continue in full force and effect without modification. In the event of an express conflict between the Lease and this Second Amendment, this Second Amendment shall control.
7. Recitals. The recitals of this Second Amendment are hereby incorporated herein as if fully set forth.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Lease Agreement on the date first-above written.

**LANDLORD:**

**JEFFERSON COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

**TENANT:**

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

By: \_\_\_\_\_  
Name:  
Title: