

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: December 23, 2021

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

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

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The Jefferson County Industrial Development Agency will hold their monthly Board Meeting on **Thursday, January 6, 2022 at 8:30 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

The live stream link will be available at www.jcida.com.

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)

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

pss

c: David Zembiec, CEO
Marshall Weir
Lyle Eaton
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Justin Miller, Esq.
Media

REVISED BOARD MEETING AGENDA

Thursday, January 6, 2022 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – December 2, 2021**
- V. Treasurer’s Report – December 31, 2021**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
 - i. Proposed Fee Schedule**
 - ii. Renewable Energy Application information updates**
 - b. Building and Grounds Ad Hoc Committee**
 - i. Proposed Second Amendment to Lease Agreement (with YMCA for 146 Arsenal Street)**
- VII. Unfinished Business**
 - 1. Initial Project Resolution No. 01.06.2022.01 for CWT Farms International Inc.**
- VIII. New Business**
 - 1. Resolution No. 01.06.2022.02 to Engage Bowers & Co. for Stub Period Audit**
 - 2. American Recovery Plan Funds from Jefferson County**
 - 3. Proposed MOU with NYSDEC/County of Jefferson/NYSERDA for Deferiet Mill**
 - 4. Supplemental Project Authorizing Resolution No. 01.06.2022.03 for Roth Industries**
- IX. Counsel**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Annual Board Meeting Minutes
December 2, 2021**

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The Jefferson County Industrial Development Agency held their annual board meeting on Thursday, December 2, 2021 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: John Jennings

Absent: None

Also Present: Liz Bush and Andrew Swords (Bowers & Co.)

Zoom: Justin Miller, Esq., Kent Burto, Craig Fox (Watertown Daily Times), Karen D'Antonio, Kevin McAuliffe, Nick Kamplaus, Dallas Manson

Staff Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Jay Matteson, Joy Nuffer

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:46 a.m.
- II. Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke.
- III. Minutes:** Minutes of the regular meeting held November 4, 2021 were presented. A motion to approve the minutes as presented was made by Mr. Johnson, seconded by Mr. Converse. All in favor. Carried.
- IV. Audit Report for 2020-2021 – Bowers & Company:** Recap from the audit presentation during the JCLDC board meeting earlier today. Liz Bush presented an unmodified clean opinion. She encouraged board members to read the Management Discussion and Analysis which provides useful information. She mentioned that there will be a new lease standard implementation next year and is waiting to hear back if it will affect the stub period audit. A motion was made by Ms. L'Huillier to accept the audit, seconded by Mr. Converse. All in favor. Carried.
- V. Resolution No. 12.02.2021.04 to change from a fiscal year to a calendar year –** Chairman Aliasso read the resolution aloud. He said the Agency will change to a calendar year beginning January 1, 2022, and that the bylaws reflect the change. A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Johnson. All in favor. Carried.
- VI. Annual Meeting Resolution No. 12.02.2021.01** (Including acceptance of Audit, PARIS Reports, Ratification of Mission Statement and Performance Measurements, Property Disposition and Investment Policies, and Election of Officers): Chairman Aliasso read the opening of the resolution. He mentioned sections of the resolution that pertained to board officers, committee members, etc. Mr. Zembiec review the active project spreadsheet. He noted that Clayton Harbor Hotel and New York Air Brake employee numbers are lower than anticipated during the application process. He said that the pandemic has affected the hotel and that the Air Brake is moving jobs to Mexico, but still plans to restructure and maintain a presence in Jefferson County.

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A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Walldroff. Roll call vote was taken. Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Aliasso – Yea, Mr. Walldroff – Yea, Mr. Warneck – Yea, Mr. Johnson – Yea, and Ms. L’Huillier – Yea. Carried.

- VII. Treasurer’s Report:** Mr. Warneck reviewed the financials for the period ending November 30, 2021. He reported 3 MICRO loan delinquencies. After discussion, a motion was made by Mr. Warneck to accept the financial report as presented, seconded by Mr. Johnson. All in favor. Carried.

VIII. Committee Reports:

- a. Alternative Energy Ad Hoc Committee –** Mr. Warneck reviewed the topics that were discussed at the November 10th committee meeting. He said that we don’t have a conclusion on how to handle the state’s new model. He suggested that staff set up meetings with the taxing jurisdictions to discuss the Convergent (Norbut) project in Chaumont. Mr. Johnson said that he touched base with the Town and Village; however, Mr. Zembiec noted that they haven’t spoken to the school district yet.

Mr. Warneck said that we need to tighten up the language in the PILOT documents to protect the taxing jurisdictions from these transfers as they relate to re-assignment of solar projects. Attorney Miller said that he is setting up a fairly consistent and standardized process which will be detailed later in the meeting for all of the solar reassignment requests. He said this includes getting full detail and background of the new owner structure, subject to IDA consent and assignment of assumption agreements.

Mr. Warneck said another meeting will need to be scheduled to discuss the 487 process, and he said that the taxing jurisdictions should be informed.

- b. Building and Grounds Ad Hoc Committee –**

146 Arsenal Street Remediation – Mr. Burto said that the remediation project is moving forward.

Mr. Zembiec said that we are likely looking at an additional cost for the additional scarification of tiles in the Purcell contract. He said the way the process works is that they take a 30x30 square and create 9 10x10 squares. There is a chart that shows green if it passed, yellow if it’s close but not quite passing and red if it has a lot more to go. He noted that some squares had to be scarified two times (539 squares) or three times (approximately 300 squares) which has increased the cost. He said that we are waiting on test results for the third passes that are expected today. He said that we have incurred some additional processing fees while we wait for test results, but said that Mike Ramos from Purcell is keeping the crew moving so we can keep things rolling.

Chairman Aliasso acknowledged that Mr. Zembiec is requesting more money to be approved and wondered about earnest money. He noted that the Agency is not being reimbursed by the YMCA for the utilities during the remediation project which he noted that we are not obligated per the AIA to provide the utilities. He said this is a Purcell/BCA thing.

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Chairman Aliasso said that it is his opinion that BCA/YMCA/Purcell should deal with the cost of the additional asbestos discovery on the pipe fittings that were above the ceiling since it is outside the scope of our contract. He said its on them that they didn't find it during their initial investigation. He said that he would like an itemized cost of the new asbestos discovery on the sprinkler heads. He said that he also thinks that the additional fee from BCA for the extra work is unnecessary. Mr. Walldroff said he is having a hard time understanding why now after the fact it was discovered if it had nothing to do with the floor process. Mr. Zembiec said what happened is when the demo started, and the ceiling was removed Paradigm was going through testing things and they tested the pipe fittings. Chairman Aliasso said that he would push back very hard regarding the \$62,000 and have BCA/YMCA/Purcell figure out how to fund it. Mr. Walldroff thinks they could get it done for considerably less.

Mr. Warneck said that raised the question with Mr. Zembiec earlier this week about the additional fees. He said that he would seek legal counsel's opinion to extend the option in January.

A motion was made Mr. Converse to approve an additional \$300,000 (for a new total of \$2,300,378) to the Purcell contract for additional PCB remediation only, not including any new discovery work for asbestos, seconded by Mr. Johnson. All in favor. Carried. Attorney Miller noted that this is an appropriation only and said that the AIA documents will need to be updated.

Convall LDA – Mr. Zembiec said the LDA has been executed. He said that we will start setting up meetings with the taxing jurisdictions to start discussions on the PILOT deviation and will start collecting information to package the loans.

IX. Unfinished Business:

- 1. Proposed Fee Schedule** – Chairman Aliasso reviewed the proposed fee schedule. He said the proposal adds an administrative fee of \$1,500 and assignment of benefits to new owners' fee of \$2,000. Mr. Zembiec said we are reducing out PILOT fee from 2% to 1.5%. He said the annual administrative fee for standard manufacturing would be \$1,000 and \$1,500 for renewable energy projects. It was suggested that the assignment fee should apply to all projects rather than just renewable energy projects. Mr. Warneck said that he would like to see if we can have a mandatory escrow amount collected for renewable energy projects, because we don't collect the fee until we close. He said it should appear on the fee structure. Attorney Millers said that adding a deposit protects the IDA and attorneys and others that are working for us as well as time spent to administer the approval process. He said that we could size the deposit to be responsive or tied to the kinds of benefit we will extend.

A motion was made by Mr. Warneck to table the resolution and send the fee schedule back to the Energy Committee to be worked on by the committee and counsel, seconded by Mr. Converse. All in favor. Carried.

X. New Business:

1. **Authorizing Resolution No. 12.02.2021.02 for Deferiet Mill Site MOU** – Mr. Zembiec said that we have been meeting with NYSERDA and the County for months and did a couple of site visits with NYSERDA, County personnel and village officials. He said the current mill site is up for back taxes (approximately \$1.8 million). He said this is the first step and NYSERDA would start off by getting a Phase I underway immediately and get started on the Phase II by January. He said there are structures that are unsafe and probably have some asbestos and the sewer system that goes along with the mill, but said that there are a lot of open areas that can be developed for renewable energy projects. He said that we are coming up with a plan to get the environmental assessments underway, partnering with NYSERDA and the County for what needs to be removed and be remediated. In the long run, he said it may be the IDA or an LDC we may need to form to hold the property that the County would foreclose on and turn over to us and we release to NYSERDA for them to develop the permits and approvals on all the plans for a solar project and what can be developed. NYERDA would create an RFP and select a developer, we then lease to that developer to develop the project. He said details need to be worked out.

Attorney Miller said that we are trying to assess the site – there are no commitments by the IDA formally, but we are working with the County and NYSERDA to investigate and then determine feasibility at which time more formal actions would be authorized by the board. He said that the only thing we are committing at this point is up to \$50,000 to reimburse NYSERDA for costs associated with Phase I and Phase II environmental assessments. He said it will cover all four of the tax parcels out there. He said there is long range good value in the return on the investigation.

A motion was made by Mr. Warneck to approve the resolution, seconded by Mr. Johnson. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

2. **Resolution No. 12.02.2021.03 to Re-appoint two JCLDC Board Members** – A motion was made by Mr. Converse to approve the resolution to re-appoint Kent Burto and Gregory Gardner for terms to expires 12/31/26, seconded by Ms. L’Huillier. All in favor. Carried.
3. **Proposed Budget for 1/1/22 – 12/31/22** – A motion was made by Mr. Converse to approve the proposed budget as presented, seconded by Mr. Johnson. All in favor. Carried.

XI. Counsel:

Attorney Miller said the seven resolutions are from three primary applicants and equity owners of projects that we previously closed and provided PILOT benefits for. He said that the first two resolutions are owned and controlled by OYA in Toronto. He said these two particular projects closed on April 2021. He said they were closed and defined to include roughly 90 acres a piece, since that time they are poised to amend their ground lease with the landowners to better define the actual project area to be around 30 to 35 acres a piece. The request for amendments to adjust the acreage and clarifications that are needed in the lease agreements and the PILOT agreements with respect to the effective years and when payments are due and what the schedule looks like. They are scheduled to close on December 9th. There is also an assignment request that is tied to a

**Jefferson County Industrial Development Agency
Board Meeting Minutes
December 2, 2021**

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financing that is schedule to close later in December. It was noted that these two projects are not online as they wait on National Grid for the inter-connect.

1. **Authorizing Resolution No. 12.02.2021.05 for OYA Robinson** (Modification and Assignment) – A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Johnson. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.
2. **Authorizing Resolution No. 12.02.2021.06 for OYA Wayside** (Modification and Assignment) – A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Converse. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

Attorney Miller said the next four OYA projects are NextEra projects based out of Florida. He said that these projects are online and at the process right now where they’re undertaking an internal restructuring. He said that OYA Blanchard Road has changed its name and is now DG Empire Sun LLC. That entity will continue to own OYA Blanchard Road and will be the parent owner of the other three.

3. **Authorizing Resolution No. 12.02.2021.07 for OYA Blanchard Road** (Name change, assignment/restructuring, collateral assignment to lender) – A motion was made by Ms. L’Huillier to approve the resolution, seconded by Mr. Warneck. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.
4. **Authorizing Resolution No. 12.02.2021.08 for OYA Blanchard Road 2** (Assignment through restructuring, collateral assignment to lender) – A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Converse. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.
5. **Authorizing Resolution No. 12.02.2021.09 for OYA Great Lakes Seaway** (Assignment through restructuring, collateral assignment to lender) – A motion was made by Mr. Converse to approve the resolution, seconded by Ms. L’Huillier. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.
6. **Authorizing Resolution No. 12.02.2021.10 for OYA NYS RTE 12** (Assignment through restructuring, collateral assignment to lender) – A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Walldroff. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

Mr. Matteson left the meeting at 10:04 a.m.

7. **Authorizing Resolution No. 12.02.2021.06 for Black River Solar** (Assignment and collateral assignment to lender) – Attorney Miller said this project was brought to us by Nexamp. He said the project closed previously and looking to undertake an internal restructuring for financing and allocation of tax credit equity. He said that they are using a Japanese bank for final financing to be undertaken at the end of this month.

A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Converse. Roll call vote was taken. Mr. Aliasso – Yea, Mr. Converse – Yea, Mr. Jennings – Absent, Mr. Johnson – Yea, Ms. L’Huillier – Yea, Mr. Walldroff – Yea, and Mr. Warneck – Yea. Carried.

Executive Session –

At 10:09 a.m., a motion was made by Mr. Warneck to go into executive session to seek legal counsel and discuss a potential property acquisition, seconded by Mr. Johnson. Board Members, LDC Board Member Burto, Staff and Counsel remained.

At 11:09 a.m., a motion was made by Ms. L’Huillier to leave executive session, seconded by Mr. Johnson. All in favor.

MDD, LLC (Eagle Beverage) – Mr. Zembiec said the project consisted of a PILOT with mortgage recording and sales tax benefits. He reported that there were delays in the project and the sales tax exemption expired December 31, 2020, and is asking the board to extend it until December 31, 2021. A motion was made by Mr. Converse, seconded by Mr. Walldroff. All in favor. Carried.

- XII. Adjournment:** With no further business before the board, a motion to adjourn was made by Ms. L’Huillier, seconded by Mr. Johnson. All in favor. The meeting adjourned at 11:10 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Income Statement for the Three Month Period Ending December 31, 2021

Prepared by Lyle Eaton, December 21, 2021

UNRECONCILED

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 10,000.00	(1,250.00)	\$ 0.00	0.00	11,250.00
Bond Admin Fee	3,000.00	0.00	0.00	0.00	3,000.00
PILOT/Sale Leaseback Fees	900,000.00	327,142.33	99,552.47	117,500.00	572,857.67
Fee Income - RLF Program	10,000.00	14,474.24	7,237.12	3,618.56	(4,474.24)
Fee Income - Micro Program	5,000.00	8,389.12	4,194.56	2,097.28	(3,389.12)
Interest Income	2,000.00	420.29	0.00	58.91	1,579.71
Interest Income - RLF Program	24,185.00	4,931.77	253.49	1,266.02	19,253.23
Interest Income - City Fund	3,600.00	660.25	0.00	329.42	2,939.75
Interest Income - Micro Prog.	7,650.00	2,039.98	749.47	478.45	5,610.02
Late Payment Penalty - Micro	0.00	93.74	0.00	7.46	(93.74)
Miscellaneous Income	1,500.00	20,358.31	0.00	0.00	(18,858.31)
Total Revenues	966,935.00	377,260.03	111,987.11	125,356.10	589,674.97
Operations					
Office Expense	1,500.00	490.69	81.46	40.23	1,009.31
Admin Services Exp	549,215.00	137,304.00	45,768.00	45,768.00	411,911.00
Depreciation Expense - Siding	0.00	4,073.88	1,357.96	1,357.96	(4,073.88)
D&O Insurance	15,000.00	3,781.74	1,260.58	1,260.58	11,218.26
Commercial Insurance	0.00	7,386.09	2,462.03	2,462.03	(7,386.09)
FTZ Expense	1,250.00	1,250.00	1,250.00	0.00	0.00
Legal- Retainer	0.00	3,000.00	0.00	1,500.00	(3,000.00)
Legal - Unrestricted	50,000.00	20,389.65	3,350.00	16,767.91	29,610.35
Legal YMCA	10,000.00	325.00	325.00	0.00	9,675.00
Accounting & Auditing	12,000.00	11,400.00	0.00	11,400.00	600.00
Coffeen Park Taxes	1,800.00	0.00	0.00	0.00	1,800.00
Airport Park Taxes	1,200.00	0.00	0.00	0.00	1,200.00
Fees Expense	3,000.00	0.00	0.00	0.00	3,000.00
Bad Debt--RLF	190,000.00	0.00	0.00	0.00	190,000.00
Bad Debt--Micro	31,000.00	0.00	0.00	0.00	31,000.00
RLF Program Expense	10,000.00	10,855.68	3,618.56	3,618.56	(855.68)
Microenterprise Program Exp	5,000.00	6,291.84	2,097.28	2,097.28	(1,291.84)
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
146 Arsenal Bldg Maintenance	0.00	140.75	0.00	97.37	(140.75)
IDA 146 Arsenal Bldg Expense	43,372.00	16,964.33	0.00	16,964.33	26,407.67
Building Depreciation	0.00	7,330.41	2,443.47	2,443.47	(7,330.41)
146 Arsenal Gas	0.00	179.54	0.00	27.88	(179.54)
146 Arsenal Electric	0.00	6,582.24	0.00	3,005.09	(6,582.24)
146 Arsenal Water	0.00	581.16	0.00	312.27	(581.16)
Miscellaneous - Unrestricted	200.00	0.00	0.00	0.00	200.00
Total Operations	925,337.00	238,327.00	64,014.34	109,122.96	687,010.00
Total Revenue	966,935.00	377,260.03	111,987.11	125,356.10	589,674.97
Total Expenses	925,337.00	238,327.00	64,014.34	109,122.96	687,010.00
Net Income Over Expenditures	\$ 41,598.00	138,933.03	\$ 47,972.77	16,233.14	(97,335.03)

For Internal Use Only

Jeff Co Industrial Development Agency
Balance Sheet
December 31, 2021

ASSETS

Current Assets		
General Checking	\$	349,648.06
Savings Account		1,413,971.69
Microenterprise Account		94,336.99
City Loan Account		207,868.88
Revolving Loan Fund Account		1,918,872.22
Miscellaneous Receivable		215,452.14
Acct Receivable - Rogers		17,519.31
RLF Loans Receivable		2,522,264.38
Microenterprise Loans Rec.		209,593.25
Watn. Economic Growth Fund Rec		78,719.58
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(30,641.75)
Prepaid Expense		33,953.63
		<hr/>
Total Current Assets		6,841,558.38
Property and Equipment		
Accum Depr - Building		(1,023,037.47)
Accum Depr. Equipment		(52,269.66)
Accumulated Depreciation Sidin		(10,863.68)
		<hr/>
Total Property and Equipment		(1,086,170.81)
Other Assets		
IT Server		6,050.00
Galaxy Tablets		13,366.00
146 Arsenal WIP Remediation		1,518,045.94
Corp. Park Improvements		209,995.14
Airport Property		884,326.02
Intangible Asset		53,195.00
WIP Airport		181,537.43
WIP Intersection		244,973.52
Woolworth Building		505,000.00
Rail Siding CCIP		244,434.00
146 Ars Building Improvements		730,948.56
WIP Arsenal Deck & Sidewalks		1,495.00
		<hr/>
Total Other Assets		4,593,366.61
		<hr/>
Total Assets	\$	<u><u>10,348,754.18</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestricte	\$	57,689.39
RLF Loan Payable		2,000,000.00
Due HUD - RLF Interest		156.04
Due HUD - MICRO Interest		1.73
Due HUD - CITY Loan Interest		3.46
Due To JCIDA		0.02
Maintenance Reserve Convergys		14,445.48
Maintenance Expense Convergys		25,927.57
Car Freshner Signage		11,000.00
		<hr/>
Total Current Liabilities		2,109,223.69

Unaudited - For Manag- 10 -at Purposes Only

Jeff Co Industrial Development Agency
Balance Sheet
December 31, 2021

Long-Term Liabilities		
Due NYS/IAP L.T.	180,159.78	
Deferred Revenue - Rogers	18,000.51	
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Total Long-Term Liabilities		198,160.29
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Total Liabilities		2,307,383.98
Capital		
General Fund Bal - Unrestrict.	1,826,227.59	
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	138,933.03	
	<hr/>	
Total Capital		8,041,370.20
		<hr/>
Total Liabilities & Capital	\$	10,348,754.18
		<hr/> <hr/>

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**146 Arsenal Expenses for the Three Month Period Ending December 31, 2021**

Prepared by Lyle Eaton

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	% YTD of Budget
Expenses					
146 Arsenal Bldg Maintenanc	\$ 0.00	140.75	\$ 0.00	97.37	0.00
IDA 146 Arsenal Bldg Expens	43,372.00	16,964.33	0.00	16,964.33	39.11
Building Depreciation	0.00	7,330.41	2,443.47	2,443.47	0.00
146 Arsenal Gas	0.00	179.54	0.00	27.88	0.00
146 Arsenal Electric	0.00	6,582.24	0.00	3,005.09	0.00
146 Arsenal Water	0.00	581.16	0.00	312.27	0.00
Total Expenses	\$ 43,372.00	31,778.43	\$ 2,443.47	22,850.41	73.27

Jeff Co Industrial Development Agency**General Checking Cash Receipts Journal****For the Period From Dec 1, 2021 to Dec 31, 2021**

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
12/2/21	125001	1233	Invoice: 3672		2,097.28
	125001		Invoice: 3674		2,097.28
	125001		Invoice: 3680		2,097.28
	100001		JEFFERSON COUNTY INDUSTRIAL	6,291.84	
12/2/21	125001	2185	Invoice: 3671		3,618.56
	125001		Invoice: 3675		3,618.56
	125001		Invoice: 3679		3,618.56
	100001		JEFFERSON COUNTY INDUSTRIAL	10,855.68	
12/8/21	125001	ACH	Invoice: 3677		49,776.21
	100001		OYA ROBINSON ROAD LLC	49,776.21	
12/8/21	125001	ACH	Invoice: 3678		49,776.26
	100001		OYA WAYSIDE DRIVE, LLC	49,776.26	
12/16/21	207005	1417	12/21 DUE MICRO		134.93
	205602		12/21 DUE SHLDC		134.93
	100001		MAIN STREET CRAFTS & DRAFTS	269.86	
12/23/21	207005	19368	DUE MICRO		565.37
	205602		DUE SHLDC		424.02
	100001		PAINFULL ACRES	989.39	
				<u>117,959.24</u>	<u>117,959.24</u>

Jeff Co Industrial Development Agency**Microenterprise Cash Receipts Journal****For the Period From Dec 1, 2021 to Dec 31, 2021**

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
12/2/21	127003	6350	Invoice: 3281		326.67
	416003		12/21 INTEREST		25.39
	103003		THE SCRUB HUB	352.06	
12/2/21	127003	1381	Invoice: 3394		656.83
	416003		12/21 INTEREST		93.47
	103003		R.L.GOULD & SON, LLC	750.30	
12/2/21	127003	1014	Invoice: 3411		1,296.95
	416003		9/21 INTEREST		124.23
	103003		COLLEEN'S CHERRY TREE INN	1,421.18	
12/2/21	416003	9289	12/21 INTEREST		166.67
	103003		WILLOWBROOK ENTERPRISE, INC.	166.67	
12/2/21	127003	1009	Invoice: 3621		151.04
	416003		12/21 INTEREST		39.60
	103003		THERARTPY	190.64	
12/23/21	127003	1034	Invoice: 3670		0.34
	416003		12/21 INTEREST PAYMENT		119.66
	103003		STANDARD MACHINE AND FABRICATION	120.00	
12/23/21	416003	9311	1/22 INTEREST		166.67
	103003		WILLOWBROOK ENTERPRISE, INC.	166.67	
12/23/21	127003	7678	Invoice: 3329		121.15
	416003		12/21 INTEREST		13.78
	103003		MAIN STREET CRAFTS & DRAFTS	134.93	
				3,302.45	3,302.45

Jeff Co Industrial Development Agency**RLF Cash Receipts Journal****For the Period From Dec 1, 2021 to Dec 31, 2021**

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
12/9/21	126002	2104	Invoice: 1405		1,217.17
	415002		12/21 INTEREST		90.66
	120102		MLR,LLC	1,307.83	
12/16/21	126002	80718	Invoice: 2526		2,716.49
	415002		11/21 INTEREST		162.83
	120102		MEADOWBROOK TERRACE	2,879.32	
				<u>4,187.15</u>	<u>4,187.15</u>

Jeff Co Industrial Development Agency

Miscellaneous Receivables

As of Dec 31, 2021

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
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
CONVALT CONVALT ENERGY. LLC	3669				27,486.30	27,486.30
CONVALT CONVALT ENERGY. LLC					27,486.30	27,486.30
JCIDA JEFFERSON COUNTY INDUSTRIAL 315-782-5865		3,618.56 2,097.28				3,618.56 2,097.28
JCIDA JEFFERSON COUNTY INDUSTRIAL		5,715.84				5,715.84
MLR,LLC MLR,LLC	3660		182,450.00			182,450.00
MLR,LLC MLR,LLC			182,450.00			182,450.00
Report Total		5,715.84	182,450.00		27,147.92	215,313.76

Jefferson County Industrial Development Agency
Revolving Loan Fund Receivables
December 31, 2021

	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	36,361.54	Current	Working Cap During Construction
3	MLR, LLC	July-07	250,000.00	85,812.84	Current	Expand Warehouse
4	JCIDA	August-21	2,000,000.00	2,000,000.00	Current	146 Arsenal Remediation
Total RLF Receivables			2,700,000.00	2,522,174.38	-	

December 31, 2021

-18-

Jefferson County Industrial Development Agency
City Loan Fund Receivables
December 31, 2021

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	Current Applications	Apr-15	101,403.00	78,719.58	Current	Manufacturing Plant Expansion
2						
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	Total CITY FUNDRreceivables		101,403.00	78,719.58	-	

Jeff Co Industrial Development Agency
Unrestricted Aged Payables
As of Dec 31, 2021

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

Vendor	Invoice/CM #	Date	Net To Pay
JEFFERSON COUNTY INDUSTRIAL	12/21 PAINFUL	12/21/21	565.35
JEFFERSON COUNTY INDUSTRIAL			565.35
PURCELL CONSTRUCTION	1	9/25/21	17,213.63
	RETAINAGE #2	10/25/21	26,738.47
	REQ. #3	11/25/21	12,747.92
PURCELL CONSTRUCTION			56,700.02
SACKETS HARBOR LDC	12/21 PAINFUL	12/21/21	424.02
SACKETS HARBOR LDC			424.02
			57,689.39

Jeff Co Industrial Development Agency
Cash Disbursements Journal
For the Period From Dec 1, 2021 to Dec 31, 2021

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/1/21	7662	200001 100001	Invoice: 21-1232 BERNIER, CARR & ASSOCIATES, P.C.	4,881.25	4,881.25
12/1/21	7663	200001 100001	Invoice: 2353 JEFF COUNTY LDC	45,768.00	45,768.00
12/1/21	7664	200001 200001 200001 200001 100001	Invoice: 45150-11/21 Invoice: 45157-11/21 Invoice: 45147-11/21 Invoice: 17024-11/21 NATIONAL GRID	398.62 55.90 27.88 2,550.57	3,032.97
12/1/21	7665	200001 100001	Invoice: 21.1116.10 PARADIGM ENVIRONMENTAL, LLC	69,565.00	69,565.00
12/1/21	7666	200001 100001	Invoice: REQ. #3 PURCELL CONSTRUCTION	242,210.48	242,210.48
12/1/21	7667	200001 100001	Invoice: 1859 JOHN VESPA, INC.	160.01	160.01
12/1/21	7668	200001 100001	Invoice: 3375581-0448-1 WASTE MANAGEMENT	99.79	99.79
12/9/21	7669	200001 100001	Invoice: 7-579-98536 FEDERAL EXPRESS CORP.	40.23	40.23
12/9/21	7671	200001 200001 100001	Invoice: 1851-11/21 Invoice: 11-11/21 CITY OF WATERTOWN COMPTROLLER	43.38 268.89	312.27
12/9/21	7672	200001 200001 200001 100001	Invoice: 1873 Invoice: 1876 Invoice: 1882 JOHN VESPA, INC.	610.04 9,252.46 5,500.71	15,363.21
12/16/21	7673	200001 100001	Invoice: 204907 BOWERS & COMPANY, CPAs PLCC	11,400.00	11,400.00
12/16/21	7674	200001 100001	Invoice: 21.1130.7 PARADIGM ENVIRONMENTAL, LLC	163,200.00	163,200.00
12/16/21	7675	200001 200001 200001 200001 100001	Invoice: 1884 Invoice: 1885 Invoice: 1892 Invoice: 1900 JOHN VESPA, INC.	4,909.95 614.88 140.08 7,181.87	12,846.78
12/23/21	7676	200001 100001	Invoice: 7-594-19335 FEDERAL EXPRESS CORP.	81.46	81.46
12/23/21	7677	200001 200001 100001	Invoice: 8835394 Invoice: 8835396 HARRIS BEACH	325.00 3,350.00	3,675.00
12/23/21	7678	200001 100001	Invoice: 12/21 MAIN ST JEFFERSON COUNTY INDUSTRIAL	134.93	134.93
12/23/21	7679	200001 100001	Invoice: 168460 NATIONAL ASSOCIATION OF	1,250.00	1,250.00
12/23/21	7680	200001 100001	Invoice: 12/21 MAIN ST SACKETS HARBOR LDC	134.93	134.93
Total				574,156.31	574,156.31

	A	B	C	D	E	F	G	H	I
1	JCIDA WIP 146 ARSENAL ABATEMENT								
2	GL# 150200								Board
3									Allocation
4	Vendor Payments			Amount					8/18/2021
5	Date	Vendor	Invoice#	Paid	Paid Date	Check#	Balance	Retainage	2,000,000
6	07/02/21	SES	1272	13,150.00	7/15/2021	7558	13,150.00		1,986,850.00
7	06/30/21	PARADiGM	21.0630.45	6,035.00	7/15/2021	7563	19,185.00		1,980,815.00
8	06/30/21	Harris Beach	8811903	6,325.00	7/22/2021	7565	25,510.00		1,974,490.00
9	07/16/21	Bernier Carr	21-641	48,695.00	7/25/2021	7570	74,205.00		1,925,795.00
10	07/14/21	PARADiGM	21.0714.5	7,250.00	7/29/2021	7573	81,455.00		1,918,545.00
11	7/xx/21	Thomas Trash Service	7-INVOICES	1,600.00	7/29/2021	7572	83,055.00		1,916,945.00
12	08/08/21	PARADiGM	21.0806.03	12,500.00	8/12/2021	7582	95,555.00		1,904,445.00
13	07/30/21	Harris Beach	8815480	4,325.00	8/12/2021	7583	99,880.00		1,900,120.00
14	07/31/21	Bernier Carr	21-787	898.07	8/24/2021	7587	100,778.07		1,899,221.93
15	08/31/21	DANC--Tipping Fees	Aug-21	1,071.32	9/9/2021	7599	101,849.39		1,898,150.61
16	08/30/21	PARADiGM	21-0621-5	5,300.00	9/16/2021	7605	107,149.39		1,892,850.61
17	09/07/21	Thomas Trash Service	19700005	200.00	9/16/2021	7606	107,349.39		1,892,650.61
18	08/31/21	Harris Beach	8821006	4,900.00	9/23/2021	7615	112,249.39		1,887,750.61
19	08/31/21	Bernier Carr	21-889	4,055.00	9/23/2021	7607	116,304.39		1,883,695.61
20	09/07/21	DANC--Tipping Fees	472959	30.24	9/23/2021	7608	116,334.63		1,883,665.37
21	09/30/21	Bernier Carr	21-1012	4,942.20	10/21/2021	7633	121,276.83		1,878,723.17
22	09/25/21	Purcell	1	327,058.87	10/28/2021	7639	448,335.70	17,213.63	1,551,664.30
23	10/25/21	Pufcell	2	508,031.02	10/28/2021	7641	956,366.72	26,738.47	1,043,633.28
24	10/31/21	PARADiGM	21.1021.10	26,708.92	11/16/2021	7656	983,075.64		1,016,924.36
25	10/31/21	Bernier Carr	21-1149	3,294.80	11/18/2021	7653	986,370.44		1,013,629.56
26	11/16/21	PARADiGM	21.1116.10	69,565.00	12/1/2021	7665	1,055,935.44		944,064.56
27	11/25/21	Purcell	#3	254,958.42	12/1/2021	7666	1,310,893.86	12,747.92	689,106.14
28	11/30/21	PARADiGM	21.1130.7	163,230.00	12/16/2021	7674	1,474,123.86		525,876.14
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1	JCIDA WIP 146 ARSENAL ABATEMENT								
2	GL# 150200								
3									
4	Vendor Payments PURCELL			Amount					Contract
5	Date		Invoice#	Billed	Paid Date	Check#	Balance	Retainage	1,700,378.00
6	09/25/21		1	344,272.50			344,272.50	17,213.63	1,356,105.50
7	10/25/21		2	534,769.50			879,042.00	26,738.47	821,336.00
8	11/25/21		3	254,958.40			1,134,000.40	12,747.92	566,377.60
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1	JCIDA WIP 146 ARSENAL ABATEMENT								
2	GL# 150200								Board
3									approved 71/2%
4	Vendor Payments-BCA			Amount					7/9/2021
5	Date	Vendor	Invoice#	Paid	Paid Date	Check#	Balance	Retainage	127,528.00
6	07/16/21		21-641	48,695.00			48,695.00		78,833.00
7	07/31/21		21-787	898.07			49,593.07		77,934.93
8	08/31/21		21-889	4,055.00			53,648.07		73,879.93
9	09/30/21		21-1012	4,942.20			58,590.27		68,937.73
10	10/31/21		21-1194	3,294.80			61,885.07		65,642.93
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	A	B	C	D	E	F	G	H	I
1	JCIDA WIP 146 ARSENAL ABATEMENT								
2	GL# 150200								Board
3									Allocation
4	Vendor Payments- PARADIGM			Amount					7/9/2021
5	Date	Vendor	Invoice#	Paid	Paid Date	Check#	Balance	Retainage	249,500
6	06/30/21		21.0630.45	6,035.00			6,035.00		243,465.00
7	07/14/21		21.0714.5	7,250.00			13,285.00		236,215.00
8	08/08/21		21.0806.03	12,500.00			25,785.00		223,715.00
9	08/30/21		21.0621.5	5,300.00			31,085.00		218,415.00
10	10/31/21		21.1021.10	26,708.92			57,793.92		191,706.08
11	11/16/21		21.1116.10	69,565.00			127,358.92		122,141.08
12	11/30/21		21.1130.7	163,230.00			290,588.92		-41,088.92
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1	JCIDA WIP 146 ARSENAL ABATEMENT								
2	GL# 150200								
3									
4	Vendor Payments- SES			Amount					Quote
5	Date	Vendor	Invoice#	Paid	Paid Date	Check#	Balance	Retainage	8,750
6	07/02/21	SES	1272	13,150.00	7/15/2021	7558	13,150.00		-4,400.00
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**Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
December 16, 2021**

Present: William Johnson, Chair; John Jennings, Christine Powers
Zoom: Paul Warneck

Excused: None

Also Present: David Zembiec, Marshall Weir, Peggy Sampson, Jay Matteson, Ed Walldroff
Zoom: Justin Miller, Esq.

- I. Call to Order:** Chair Johnson called the meeting to order at 11:02 a.m.
- II. Pledge of Allegiance**
- III. Update on Solar Projects** – Mr. Zembiec said that Black River Solar (Nexamp) reassignment request was considered and approved at the December board meeting because they were anxious to close on December 22nd. However, he said that we were informed recently that they will not close on that date nor even this month. They will inform us when they establish a new date.

Convergent (Norbut) – Mr. Zembiec said that he and Mr. Weir have spoken to Valerie Rust from the Village of Chaumont over her concern for keeping the snowmobile trail open. Mr. Zembiec said that Mr. Norbut has given an easement to the Village for this year, but Mr. Zembiec noted that we would like to make sure its permanent since there has been an impact on businesses when it was closed last winter. Mr. Zembiec said Attorney Miller will contact the legal counsel for Convergent to see if they would provide a permanent trail easement if given a PILOT.

Mr. Zembiec said that he sent an email to Cammy Morrison, Superintendent at Lyme Central, explaining that the village is coming to the IDA looking for a PILOT for the project. He noted that we do not need the school to approve the PILOT. Mr. Warneck said that we don't want to ignore the school because they will be considering two projects that will be deviations. Mr. Zembiec will follow up with Ms. Morrison.
- IV. Fee Schedule** – Mr. Zembiec said that we are proposing to adjust our fee from 2% to 1.5% and will institute the annual administrative fees (\$1,000 for Lease-leaseback's and \$1,500 for Renewable Energy projects). He said that other IDA's have a fee range between 1% and 1.25% and also have an administrative fee. Mr. Zembiec said that we are also proposing an \$2,000 fee for re-assignment of benefits to new ownership for all project types. Committee members agreed to the proposed fee schedule and recommended it to the full board for consideration.
- V. Renewable Energy Application information** – Mr. Zembiec said that we are proposing adding 'community adder' to the renewable energy page in the application. Mr. Warneck suggested that we also add 'community or market transition credit'. All agreed.

**Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
December 16, 2021**

Mr. Warneck asked Attorney Miller if there is information on how to handle battery storage. Attorney Miller said that he has seen it treated like production side, but also seen an add-on formula to PILOT payments. Mr. Johnson said that it is an additional income stream.

Mr. Warneck said that he is concerned that taxing jurisdictions may not understand the 60-day response time they have when they receive notice on a project. He asked Attorney Miller if a project can send notice to the taxing jurisdictions before they receive zoning approval. Attorney Miller said yes. Mr. Warneck pointed out that the notices may get missed and suggested that we help educate the taxing jurisdictions.

- VI. Real Property (land values)** – Attorney Miller said that he sent a detailed message to the county attorney and Roxanne Burns at Jefferson County Real Property. He said that he would like to see outreach with local assessors to have uniform treatment of land values related to IDA PILOTs. He said that they aren't exempting land values and assign the PILOTs to improvements. Attorney Miller said that Mr. Eaton comes up with a value and is billing it, but noted that it should be the assessor doing that. He said that he would like to see if we can get caught up with projects that are already online.

Attorney Miller said that he is sending out PILOTs with RP-412a along with a survey to the taxing entities. Mr. Warneck said that maybe we should add a requirement in the application for a GIS shape file before closing occurs. He said that if there is an Ag exemption, then Soil and Water will need the GIS shape file. Mr. Matteson said that we should require shape files be sent to the Jefferson County Planning Department. Mr. Zembiec said that we will update the application.

- VII. Decommissioning** – Mr. Matteson mentioned the draft plan that he previously sent out that includes seven areas for municipalities to consider regarding decommissioning guidance. Mr. Matteson noted that the effort has blossomed beyond Jefferson County and indicated that the NY Farm Bureau adopted the guidelines. He said the committee will meet next week to finalize the plan and determine how to deploy it.

Mr. Matteson said that the guidance calls for an environmental monitor. He said that person will check the site up to two years after it is decommissioned to check for problems with drainage or fertility. Mr. Walldroff asked who is going to do it, who is going to pay for it, and will it get done. Mr. Matteson said the baseline should go into the project, the developer will hire the environmental monitor, and the environmental monitor will follow the decommissioning plan. He said that the municipality, developer and landowner should have the decommissioning plan.

**Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
December 16, 2021**

VIII. Other/Unfinished Business:

- 1. Host Community Agreements:** Mr. Zembiec asked if the committee wanted to discuss host community agreements for future renewable energy projects. Mr. Warneck said that he will look into and report back.
- 2. Deferiet Mill Site –** Mr. Zembiec said that we and the County have signed the MOU and it has been sent to NYSERDA to be executed. He said Phase I will begin and will help identify the strategy going forward. He noted that half of the site is developable.

Mr. Zembiec said that we may get to the point where the IDA will create an LDC to hold ownership.

- IX. Adjournment:** With no further business before the committee, Mr. Jennings made a motion to adjourn the meeting, seconded by Mr. Warneck. The meeting adjourned at 12:09 p.m.

Respectfully submitted,

Peggy Sampson

JCIDA FEE SCHEDULE

Taxable and Tax Exempt Industrial Development Revenue Bonds

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	First \$10 million – 1.5% of the principal amount of the bond series. \$10 million - \$20 million – 1% of the bond series. Any amount over \$20 million – 0.5% of the bond series. Annual Fee - \$1,500.00

Lease-Leaseback Transactions

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	With a PILOT: First \$10 million – 1.5% Second \$10-\$20 million – 0.5% Any amount over \$20 million – 0.25% No PILOT – 25% of the abatement value Annual Fee - \$1,000.00 Application for Re-Assignment of benefits to new ownership - \$2,000
Renewable Energy Projects:	Annual Administrative Fee \$1,500

Renewable Energy Project: Project Costs

1. Project size _____ MWac _____ MWdc
2. Solar equipment costs _____
(panels, racking, all solar equipment to inverters)
3. Site equipment and FF&E costs _____
(on-production equipment from inverter to interconnection,
including site fencing, security and other equipment)
4. Site work and land preparation costs _____
(earthwork, roadways, landscaping, and site plan
improvements, highway cuts, wetland mitigation and
other onsite infrastructure costs)
5. All interconnection costs whether direct or indirect
expense through utility _____
6. All pre-development costs, including planning, engineering,
site plan and permitting _____
7. Battery storage costs _____
8. All other soft costs including legal, planning and permitting _____
9. Community benefit payments or impact fees _____
10. Community adder _____
11. Community or market transition credit _____
- 10.12. Other (please identify):
\$ _____

- Total: _____

Have any of the above costs been paid or incurred as of the date of this Application? ☐ Yes or ☐ No

If Yes, describe particulars: _____

Revised Date: _____, Revision #: _____

**Jefferson County Industrial Development Agency
Building and Grounds Ad hoc Committee Meeting Minutes
December 16, 2021**

Present: David Converse

Zoom: Kent Burto, Chair; Greg Gardner, Rob Aiken

Excused: Lisa L'Huillier, John Jennings

Also Present: David Zembiec, Marshall Weir, Peggy Sampson, Emily Griffin (Channel 7 News)

Zoom: Justin Miller, Esq., Paul Warneck

- I. Call to Order:** Chair Burto called the meeting to order at 1:04 p.m.
- II. Remediation Update (146 Arsenal Street)** – Mr. Zembiec reported that some of the scarification has taken five or six passes which has resulted in additional testing. He said that we are waiting for the most recent results (from 43 10x10 squares) and could surpass the amount the board has allowed; therefore, we may need to ask for an additional amount in the near future. He said that Purcell is hoping to have the cement poured by the first week in January, which is when the cement plant closes. If the cement is not poured by then, they will have to find an alternative type of treatment.
- III. Ground Lease extension with YMCA** – Mr. Zembiec said that the current lease expires in January. He said that Tim Fitzgerald of Harris Beach has drafted a second amendment to the lease agreement that was included in the packets for review. He noted that the proposed amendment will expire in mid-February. A motion was made by Mr. Converse to recommend the Second Amendment to Lease Agreement to the full board of directors, seconded by Mr. Gardner. All in favor.

Executive Session

At 1:15 p.m., a motion was made by Mr. Gardner to enter into executive session to discuss the potential acquisition and/or disposition of real property, seconded by Mr. Aiken. All in favor. Committee Members, Staff, and Counsel remained.

Attorney Miller joined the meeting at 1:24 p.m.

At 1:37 p.m., Mr. Converse motioned to leave executive session, seconded by Mr. Aiken. All in favor. No action was taken.

- 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. Gardner. The meeting adjourned at 1:37 p.m.

Respectfully submitted,

Peggy Sampson

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:

INITIAL PROJECT RESOLUTION
(CWT Farms International, Inc. Project)

A regular meeting of the Jefferson County Industrial Development Agency convened on Thursday January 6, 2022 at 8:30 a.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. 01.06.2022.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) ACCEPTING AN APPLICATION SUBMITTED BY CWT FARMS INTERNATIONAL, INC., FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE ENTITIES TO BE FORMED (COLLECTIVELY, THE "COMPANY") WITH RESPECT TO A CERTAIN PROJECT (AS DESCRIBED BELOW); (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE PROJECT; AND (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, as amended (hereinafter collectively called the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, CWT Farms International, Inc., for itself and/or on behalf of an entity to be formed (collectively, the "Company"), has submitted an Application for Financial Assistance (the "Application") requesting that the Agency consider undertaking a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold interest in an approximately 6 acres of vacant real property located at 20835 Alexander Drive in the Town of Watertown, New York 13601 (the "Land", being more particularly described as TMID No 82.00-2-1.5 and Lot 8 in the TIAg Park), (ii) the planning, design, construction, equipping and operation of an approximately 49,000 square foot poultry hatchery facility, including hatching spaces, warehousing, storage, shipping, receiving, office and mechanical spaces, external parking improvements, curbage, landscaping, storm water management and related site improvements (collectively, the "Improvements"), and (iii) the acquisition in and around the Improvements and of certain items of equipment and other tangible personal property and equipment (the "Equipment" and, collectively with the Land and the Improvements, the "Facility"), and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a

period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, the Agency is contemplating providing financial assistance to the Company with respect to the Project (collectively, the "Financial Assistance") in the form of: (A) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility, (B) a mortgage recording tax exemption for financings undertaken to construct the Facility, and (C) a partial real property tax abatement through a payment-in-lieu-of-tax agreement (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of each affected tax jurisdiction (the "Affected Tax Jurisdictions"); and

WHEREAS, the Agency desires to (i) accept the Application, (ii) authorize the scheduling and conduct of a public hearing pursuant to an in accordance with the Act, and describe the forms of financial assistance contemplated by the Agency; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based upon the representations made by the Company to the Agency in the Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) It is desirable and in the public interest for the Agency to appoint the Company as agent to construct the Improvements and acquire the Equipment constituting the Facility pursuant to the Agent Agreement and Leaseback Agreement to be negotiated as components of one or more Straight Lease Transactions; and

(C) Subject to the terms and conditions set forth within Section 4, hereof, the Agency has the authority to take the actions contemplated herein under the Act; and

(D) The action to be taken by the Agency will induce the Company to undertake the Project, thereby increasing capital investment and employment opportunities in the Town of Watertown, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(E) The Project will not result in the removal of a facility or plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is

reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

Section 2. The proposed financial assistance being contemplated by the Agency includes (i) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included within the Project or used in the acquisition, construction or equipping of the Project, (ii) a mortgage recording tax exemption for financings undertaken to construct the Facility, and (iii) a partial real property tax abatement through a payment-in-lieu-of-tax agreement (the "PILOT Agreement"), pursuant to which the Company would make payments in lieu of real property taxes to the Agency for the benefit of the Affected Tax Jurisdictions.

Section 3. The Agency further authorizes the scheduling and conduct of a public hearing as required by Section 859-a of the Act (the "Public Hearing"). Prior to such Public Hearing, the Chairman, Vice Chairman and/or Chief Executive Officer of the Agency are hereby authorized and directed to negotiate the terms of one or more PILOT Agreements for the Project in accordance with the Agency's Uniform Tax Exemption Policy ("UTEP").

Section 4. The Agency's formal inducement to undertake the Project and approve the Financial Assistance shall be by one or more further resolutions of the Agency and shall be subject to the terms and conditions as are set forth therein.

Section 5. Harris Beach PLLC, as General and Transaction Counsel for the Agency, is hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency all documents necessary to effect the conduct of the Public Hearing issuance of the Disposition Notice.

Section 6. The Chairman, Vice Chairman and/or the Chief Executive Officer of the Agency are hereby authorized and directed to negotiate, but not execute, certain lease agreements, an Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), the PILOT Agreement(s), and related documents to undertake the Straight Lease Transaction. The Agency's authorization of the Project and the Financial Assistance shall be subject to the adoption of Agency resolutions relative to same.

Section 7. The Chairman, Vice Chairman and Chief Executive Officer of the Agency are hereby authorized and directed to distribute copies of this Resolution to the Company and to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 8. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 10. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	Nay	Absent	Abstain
David J. Converse	[]	[]	[]	[]
John Jennings	[]	[]	[]	[]
Robert E. Aliasso, Jr.	[]	[]	[]	[]
W. Edward Walldroff	[]	[]	[]	[]
William W. Johnson	[]	[]	[]	[]
Lisa L'Huillier	[]	[]	[]	[]
Paul J. Warneck	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) SS:

I, the undersigned (Acting) Secretary of Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of Jefferson County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on January 6, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ____ day of _____, 2022.

W. Edward Walldroff, (Acting) Secretary

[SEAL]

Jefferson County Industrial Development Agency

Project Summary

12/22/2021

Project CWT Farms International--12/22/2021		NAICS-112300			
Location 1180 Airport Parkway, Gainesville GA 30501		Project Acres	Total Acres	School	Watertown
Tax Parce 82.00-2-1.5		5.134		Project Type	49840
Egg Hatchery/Office/Warehouse- 49,000 Sq. Ft.				Village	
20835 Alexander Drive, Town of Watertown.		% of Proj	Taxable	Town	Watertown
Total Project Costs		16,795,967		Jobs	
Land	315,000			New	15
Infrastructure				Added	5 Three Years
Building - 49840Sq. FT.,	12,550,200	40% Taxable	5,020,080	Total	20
Furniture & Fixtures	190,000	190,000		Next Five Years	
Equipment				Construction Jobs	
Equip. /NYS Production	3,740,767			Current Assessment	187,400 Land
Exemption				Final Assessment	2,000,000 Building
Eng/Arch Fees				Jobs	20 Three Years
Finance Charges				Agency Fee	233,980
Legal Fees				App Fee Paid	8/1/2021
Soft Costs					
Contingency					
Total	16,795,967	5,210,080		31%	

Sales Tax Exemption-

Total Material 5,210,080

4% County Tax 208,403

4% NYS Tax 208,403

Total Sales Tax Savings 416,806

Mortgage Recording Tax

Est Mortgage Amount 0 No Mortgage

MRT Savings

Town of

Watertown Tax Rates % Distribution

County 11.986609 2021 0.42762931

Town 0 2021 0

School 16.043764 2020 0.57237069

28.030373 1

Tax on land 2021- \$4,880.

CWT Reak Esrtate Tax Savings.

PILOT	Full Tax Building	Exemption	RILOT Payment
Year 1	56,061	75%	14,015
Year 2	56,061	75%	14,015
Year 3	56,061	75%	14,015
Year 4	56,061	75%	14,015
Year 5	56,061	75%	14,015
Year 6	56,061	50%	28,030
Year 7	56,061	50%	28,030
Year 8	56,061	50%	28,030
Year 9	56,061	50%	28,030
Year 10	56,061	50%	28,030
Year 11	56,061	25%	42,046
Year 12	56,061	25%	42,046
Year 13	56,061	25%	42,046
Year 14	56,061	25%	42,046
Year 15	56,061	25%	42,046
840,911		8	420,456
			50%

County	Town	School	Total
5,993	0	8,022	14,015
5,993	0	8,022	14,015
5,993	0	8,022	14,015
5,993	0	8,022	14,015
5,993	0	8,022	14,015
11,987	0	16,044	28,030
11,987	0	16,044	28,030
11,987	0	16,044	28,030
11,987	0	16,044	28,030
11,987	0	16,044	28,030
17,980	0	24,066	42,046
17,980	0	24,066	42,046
17,980	0	24,066	42,046
17,980	0	24,066	42,046
17,980	0	24,066	42,046
179,799	0	240,656	420,456

SOLAR TEMPLATE/DESKTOP

Jefferson County Industrial Development Agency

MRB Cost Benefit Calculator

Date December 23, 2021
 Project Title CWT FARMS INTERNATIONAL
 Project Location 20835 Alexander Drive, Town of Watertown, Watertown, NY 13601



Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment

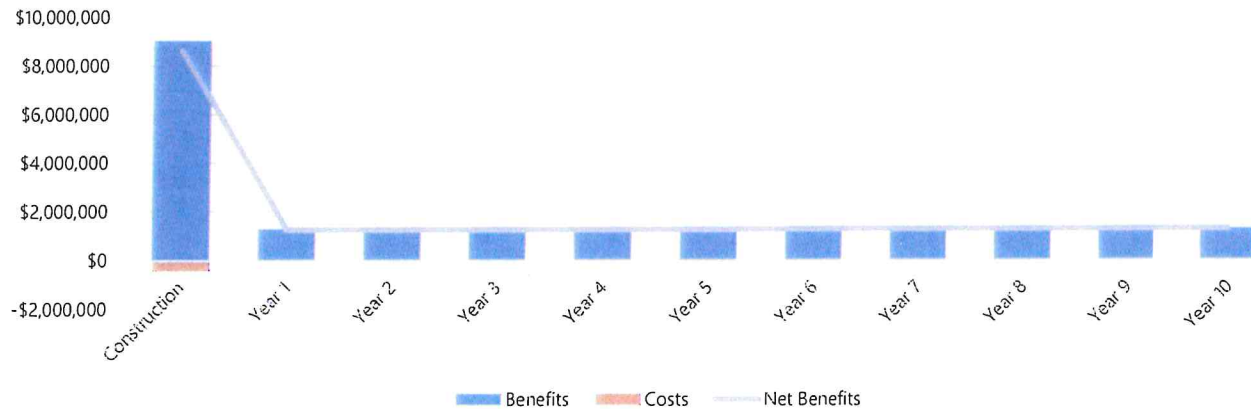
\$16,795,967

Temporary (Construction)			
	Direct	Indirect	Total
Jobs	68	34	102
Earnings	\$6,945,750	\$1,586,649	\$8,532,399
Local Spend	\$16,795,967	\$5,697,696	\$22,493,663

Ongoing (Operations)			
Aggregate over life of the PILOT			
	Direct	Indirect	Total
Jobs	20	10	30
Earnings	\$12,375,000	\$6,147,596	\$18,522,596

Figure 1

Net Benefits



Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Total Jobs

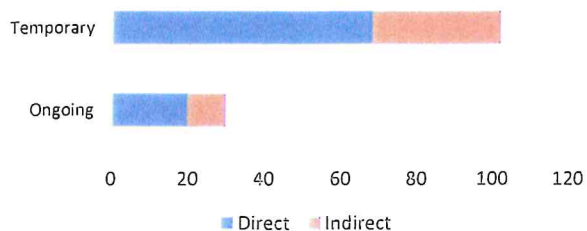


Figure 3

Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$420,460	\$372,041
Sales Tax Exemption	\$416,806	\$416,806
Local Sales Tax Exemption	\$208,403	\$208,403
State Sales Tax Exemption	\$208,403	\$208,403
Mortgage Recording Tax Exemption	\$0	\$0
Local Mortgage Recording Tax Exemption	\$0	\$0
State Mortgage Recording Tax Exemption	\$0	\$0
Total Costs	\$837,266	\$788,847

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$27,591,636	\$24,855,572
To Private Individuals	\$27,054,996	\$24,399,181
Temporary Payroll	\$8,532,399	\$8,532,399
Ongoing Payroll	\$18,522,596	\$15,866,781
Other Payments to Private Individuals	\$0	\$0
To the Public	\$536,640	\$456,391
Increase in Property Tax Revenue	\$347,255	\$285,597
Temporary Jobs - Sales Tax Revenue	\$59,727	\$59,727
Ongoing Jobs - Sales Tax Revenue	\$129,658	\$111,067
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$1,406,860	\$1,268,757
To the Public	\$1,406,860	\$1,268,757
Temporary Income Tax Revenue	\$383,958	\$383,958
Ongoing Income Tax Revenue	\$833,517	\$714,005
Temporary Jobs - Sales Tax Revenue	\$59,727	\$59,727
Ongoing Jobs - Sales Tax Revenue	\$129,658	\$111,067
Total Benefits to State & Region	\$28,998,495	\$26,124,329

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$24,855,572	\$580,444	43:1
State	\$1,268,757	\$208,403	6:1
Grand Total	\$26,124,329	\$788,847	33:1

*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

Application to

Jefferson County Industrial Development Agency (JCIDA)

- ☐ Tax Exempt Bond Financing
- ☐ Taxable Bond Financing
- ☐ Lease Leaseback Transaction

Please contact the agency for more information
regarding project eligibility and application process.

Applicant (Company) Name: CWT Farms International Inc.

Applicant Address: : 1180 Airport Parkway, Gainesville GA 30501

Phone: 770 532-3181

E-mail: cwtfarmsinternational.com

Application Date: 8/6/2021

Internal Use Only

Staff Signature and Date of Submission: D. Zambred 12/22/21
Revised Date: _____, Revision #: _____
Completed Application Date: 12/22/21 Staff Initial _____

Document Date: February 2, 2021

Fee Schedule

Updated as of the date of the document

Taxable and Tax Exempt Industrial Development Revenue Bonds

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	First \$10 million - 2% of the principal amount of the bond series. \$10 million - \$20 million - 1% of the bond series. Any amount over \$20 million - 0.5% of the bond series. Annual Fee -\$1,500.00
Point of Contact:	David Zembiec - CEO JCIDA +1 (315) 782-5865

Lease Leaseback Transactions

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	With a PILOT: First \$10 million - 2% Second \$10-\$20 million - 0.5% Any amount over \$20 million - 0.25%
Point of Contact:	No PILOT - 25% of the abatement value David Zembiec - CEO JCIDA +1 (315) 782 -5865

Revised Date: _____ Revision #: _____

Section I: Applicant Information

Please answer all questions. Use "None" or "Not Applicable" where necessary.

A) Applicant Information-company receiving benefit:

Applicant Name : CWT Farms International Inc.

Applicant Address: 1180 Airport Parkway, Gainesville GA 30501

Phone: 770 532-3181

Fax: 770 531 0555

Website: cwtfarmsinternational.com Federal

E-mail: jpierce@aviagen.com NAICS:

ID#: 58-0554657

11231

Will a Real Estate Holding Company be utilized to own the Project property/facility? No

What is the name of the Real Estate Holding Company: _____

Federal ID#: _____

State and Year of Incorporation/Organization: Georgia 1959

List of stockholders, members, or partners of Real Estate Holding Company: _____

B) Individual Completing Application:

Name : Jeff L Pierce

Title: Vice President Marketing _____

Address: 1180 Airport Parkway, Gainesville GA 30501 Phone: 501 767
4949 Fax: 770 531 0555

E-Mail: jpierce@aviagen.com

C) Company Contact (if different from Section B above):

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Revised Date: _____, Revision #: -45-

Document Date: 2/2/2021

D) Company Counsel:

Name of Attorney: Hall B Bryant

Firm Name: *Bradley Law Firm*Address: 200 Clinton Avenue W, Suite 900 Huntsville AL 35801

Phone: 2565175187

Fax: 256 517-5200

E-mail: hbryant@bradley.com**E) Identify the assistance being requested of the Agency (select all that apply):**

- | | |
|-------------------------------------|-----|
| 1. Exemption from Sales Tax | Yes |
| 2. Exemption from Mortgage Tax | Yes |
| 3. Exemption from Real Property Tax | Yes |
| 4. Tax Exempt Financing * | No |

* (typically for not-for-profits and qualified small manufacturers)

F) Applicant Business Information (check appropriate category):**Corporation X**

Partnership Joint

Corporation Public Sole

Venture

Proprietorship

Limited Liability Company

Other (please specify) _____

Year Established 1959

State in which Organization is established: Georgia

G) List all Applicant stockholders, members, or partners with % of ownership greater than 20%:**% of ownership**

Aviagen Group Inc

100%

H) Applicant Business Description:

Describe in detail company background, products, customers, goods and services. Description is critical in determining eligibility:

CWT Farms International Inc is a poultry company that provides
day old chicks and hatching eggs to domestic and international Food companies

Estimated % of sales within Jefferson County: 0%

Revised Date: _____, Revision #: _____

Estimated% of sales outside Jefferson County, but within New York State: ___ 10%

Estimated% of sales outside New York State but within the U.S.: ___ 20% Estimated% of sales outside the U.S. 70%

(*Percentage to equal 100%)

I) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Jefferson County. Include list of vendors, raw material suppliers and percentages for each. Provide supporting documentation including estimated percentage of local purchases.

5-7% local services vendors tbd

Section D: Project Description & Details

A) Project Location:

List your current operation(s) locations in Jefferson County:

NIA

List your current operation(s) locations in New York State:

NIA

List the Proposed Project location(s) : _ TI AGPark _ _ _ _ _

Provide the Property Address of the proposed Project:

20835 Alexander Drive, Watertown, NY 13601

Will the completion of the Project result in the removal, or reduction of an industrial or manufacturing plant of the Applicant from: one area of New York State to Jefferson County; or within Jefferson County?

No [x]

If Yes, please provide details _ _ _ _ _

Revised Date: _ _ _ _ _ , Revision #: _ _ _ _ _

Document Date: 2/2/2021

Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located within New York State?

No

If Yes, please provide details _____

Will the Proposed Project cause Applicant's current operations within Jefferson County to be closed or be subjected to reduced activity?

No

If Yes, please provide details _____

If Yes to any of the above three (3) questions, Applicant must complete Section IV of this Application.

Will the completion of the Project result in the abandonment, removal, or reduction of an industrial or manufacturing plant of a closely aligned competitor from one area of New York State or Jefferson County?

No [x]

If yes, please provide details _____

SBL Number for Property upon which proposed Project will be located:

82 00-2-1.5

What are the current real estate taxes on the proposed Project Site?

See attached tax bill

If amount of current taxes is not available, provide assessed value for each:

Land: \$ _ _ _ _

Buildings(s): \$ _____

**** If available please include a copy of current tax bill.**

Are Real Property Taxes current? Yes.

If no, please explain _____

Town/City/Village: Watertown

School District: Watertown City School District

Does the Applicant or any related entity currently hold fee title to the Project site? No

If No, indicate name of present owner of the Project Site: T.I. AgPark

Does Applicant or related entity have an option/contract to purchase the Project site? [x] Yes

Revised Date: _____, Revision#: _____

Document Date: 2/2/2021

B) Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility: _____)

Construction of a 49,000 s.f. hatchery facility including hatching area, shipping and receiving area, warehouse, office and mechanical areas.

Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc. . Your eligibility determination will be based in part on your answer (attach additional pages if necessary): _____

Without the agency's benefits, the project is not financially feasible to meet the requirements for export to Canada. Canada is required by treaty USMCA to provide market access at specific levels which include, specific sanitary, phytosanitary and animal welfare standards that make this segment difficult for US companies to engage in this particular trade channel profitably and can impact market access across the entire supply managed agricultural and food industry. Without financial assistance placing a new state of the art facility to meet these standards will continue to require attempting to meet these standards with facilities not designed to meet the requirements. Without assistance the costs exceed a reasonable return on investment and closes opportunities within our industry to capitalize on the good paying stable jobs for our farmers and communities. Once established the economic lifetime of the average hatchery exceeds 35 years.

Please confirm by checking the box, below, if there is a strong possibility that the Project would not be undertaken but for the Financial Assistance provided by the Agency?

Yes

If Yes, please provide details: The Company holds a lease on an existing facility in another state that would be financially advantageous. And an option to purchase on a third facility in another (PA and Ohio)

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency:

N/A

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant?

The applicant will move the project out of New York State into one of the other two options

C) Will Project include leasing any equipment No

If Yes, please describe: _____

Revised Date: _____, Revision #: _____

Document Date: 2/V 2021

D) Site Characteristics:

Describe the present use of the proposed Project site: _____

This is a shovel-ready parcel in the T1 AgPark ready for development

Will the Project meet zoning/land use requirements at the proposed location? Yes

If Yes, please provide local zoning reference that applies: - Town of Watertown _____

Describe the present zoning/land use: NC - Neighborhood Commercial

Describe required zoning/land use, if different: - - - - -

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements:

N/A

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: _____

No

Have site plans been submitted to the appropriate planning board or department?

Yes

****** If yes, please provide the Agency with a copy of the related State Environmental Quality Review Act ("SEQR") Environmental Assessment Form that may have been required to be submitted along with the site plan application to the appropriate planning department. Please provide the Agency with the status with respect to any required planning department approval:

See attached

This was submitted to the Planning Board on 8/3/21 and goes before the County at the end of August, and then back to the Town Planning Board at the beginning of September.

Has the Project received site plan approval from the planning department? Yes

If Yes, please provide the Agency with a copy of the planning department approval along with the related SEQR determination.

Revised Date: _____, Revision#: _____

E) Has a Phase I Environmental Assessment been prepared, or will one be prepared with respect to the proposed project site?

Yes

F) If yes, please provide a copy.

A long form EAF was done on the site prior to construction on Lot 5 and Lot 7.

G) Have any other studies or assessments been undertaken with respect to the proposed project site that indicate the known or suspected presence of contamination that would complicate the site's development?

No.

If yes, please provide copies of the study

H) Provide any additional information or details: Lot 8 was part of the original shovel-ready development of the Tl Ag Park

I) Select Project Type for all end users at project site (you may check more than one):

** Please check any and all end users as identified below.

Industrial	<input checked="" type="checkbox"/>	Back Office
Acquisition of Existing Facility Housing		Retail Mixed
Equipment Purchase	<input checked="" type="checkbox"/>	Use
Multi-Tenant Commercial		Facility for Aging
		Civic Facility (not for profit) Other _____

** Will customers personally visit the project site for either of the following economic activities? If yes with respect to either economic activity indicated below, complete the Retail Questionnaire contained in Section III of the Application.

Retail Sales: No

Services: No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

Revised Date: _____, Revision #: _____

J) Project Information:

Estimated costs in connection with Project:

- | | |
|---|--------------|
| 1. Land and/or Building Acquisition: | \$315,000 |
| __ 6.00 __ acres | |
| 2. New Building Construction: 49,000 _____ square feet | \$12,550,200 |
| 3. New Building Addition(s): _____ square feet | |
| 4. Infrastructure Work | |
| 5. Reconstruction/Renovation: _____ square feet | \$ 3,740,767 |
| 6. Manufacturing Equipment: | |
| 7. Non-Manufacturing Equipment (furniture, fixtures, etc.): | \$190,000 |
| 8. Soft Costs: (professional services, etc.): | \$ 0 |
| 9. Other, Specify: _____ | |

TOTAL Capital Costs: \$ 16,761,667 __ -

Project refinancing: estimated amount
(for refinancing of existing debt only)

\$ _____

Sources of Funds for Project Costs:

Cash	Cash 100% after incentives
	\$
Equity (excluding equity that is attributed to grants/tax credits) Tax Exempt	
	\$
Bond Issuance (if applicable)	
	\$
Taxable Bond Issuance (if applicable)	
	\$
Public Sources (Include sum total of all state and federal grants and tax credits)	

Identify each state and federal grant/credit:

\$ _____

Total Sources of Funds for Project Costs:

\$ _____

Revised Date: _____

Revision #: _____

Document Date: 2/2/2021

Have any of the above costs been paid or incurred as of the date of this Application? No If Yes, describe

particulars: _____

Mortgage Recording Tax Exemption Benefit: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent /bridge financing): \$ _____

Mortgage Recording Tax Exemption Benefit (product of mortgage
Amount as indicated above multiplied by _ %): \$ _____

Construction Cost Breakdown:

Total Cost of Construction \$16,571,667----- (sum of 2,3,4,5, and/or 7 in Question I, above)

Cost for materials: 10,571,667

%sourced in Jefferson County: _____ 50%

%sourced in New York State _____ 50% (including Jefferson
County) List major material suppliers if known _____

Cost for labor \$6,000,000

Expected Full-Time Equivalent Jobs during construction_ 50 - - -

Expected Total Labor Hours during construction _____

List major subcontractors, if known _____

Sales and Use Tax: Gross amount of costs for goods and services that are subject to State and local Sales and Use tax-said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$ _____

Estimated State and local Sales and Use Tax Benefit (product of _____ % multiplied by the figure, above):

\$ _____

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: _____

JCIDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section 11(1) of the Application.

Percentage of Project Costs financed from Public Sector sources: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section 11(1) of the Application.

K) For the proposed facility, please indicate the square footage for each of the uses outlined below:

*If company is paying for FFE for tenants, please include in cost breakdown

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing	30,120		70
Warehouse	7000		10
Research & Development			
Commercial			
Retail (see section K)			
Office	4800		20
Specify Other	1760		
Truck Bay			

L) What is your project timetable (Provide dates):

1. Start date: acquisition of equipment or construction of facilities: __ March 2022 _____

2. Estimated completion date of project: _____ October 2022 _____

3. Project occupancy - estimated starting date of operations: ____ October 2022 _____

4. Have construction contracts been signed? No

5. Has Financing been finalized? No

**** J_/constructions contracts have been signed, please provide copies of executed construction contracts and a complete project budget. The complete project budget should include all related construction costs Totaling the amount of the new building construction, and/or new building addition(s), and/or renovation.)** Is the proposed Project necessary to expand Applicant employment: **yes**

Is the proposed Project necessary to retain existing employment? **No**

(M) Employment Plan (Specific to the proposed project location):

	Current # of jobs at proposed project location or to be relocated at project location	IF FINANCIAL ASSISTANCE IS GRANTED - project the number of FTE obs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED - project the number of FTE obs to be CREATED upon THREE Years after Project completion
**Full time (FTE)	0	15	20

**** By statute, Agency staff must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the THREE-Year time period following Project completion. Convert part-time jobs into FTE jobs by dividing the number of part-time jobs by two (2). A FTE job is one that works the equivalent of a 40-hour week for 48 weeks. A part-time job is one that works the equivalent of a 20-hour week for 24 weeks.**

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	FTE	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	2	70,000	25,000
Professional			
Administrative	1	40,000	10,000
Production	15	35,000	10,000
Transportation/Logistics	2	60,000	15,000
Warehousing			
Other			
TOTAL			

Revised Date: _____, Revision #: _____

Employment at other locations in County/City/Town/Village: (provide address and number of employees at each location):

Location Address		
Full time		
Part Time		
Total		

N) Will any of the facilities described above be closed or subject to reduced activity? No

*** If any of the facilities described above are located within the State of New York, and you answered Yes to the question, above, you must complete Section IV of this Application.*

*** Please note that the Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.*

O) Is the proposed Project reasonably necessary to prevent the Applicant from moving out of New York State? N/A

If yes, please explain and identify the other locations being investigated, type of assistance offered and provide supporting documentation if available: _____

P) What competitive factors led you to inquire about sites outside of Jefferson County or New York State? Existing leased Facility in Ohio that can be renovated and a lease to purchase opportunity in PA

Q) Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? D No.

Have you applied, or intend to apply for additional Grant Funding, or tax incentives? Yes

If yes, please identify which agencies and what other Local, State and/or Federal assistance and the assistance sought and dollar amount that is anticipated to be received: Empire State Development

Revised Date: _ _ _ _ _

Revision#: _ _ _ _ _

Section III Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Please answer the following:

- A. Will any portion of the Project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

No.

If the answer is yes, please continue. If no, proceed to section V

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or
(ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project?
_____% . If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section V.

If the answer to A is Yes AND the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the project:

1. Will the Project be operated by a not-for-profit corporation Yes or No.
2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the project will be located?
D Yes or No

If yes, please provide a third party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the municipality within which the proposed Project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

D Yes or No

If yes, please provide a third party market analysis or other documentation supporting your response.

Revised Date: _____, Revision #: _____

4. Will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

D Yes or No.

If yes, explain _____

5. Is the Project located in a Highly Distressed Area? D Yes or No

Section IV: Inter-Municipal Move Determination

The Agency is required by State law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the Applicant from one area of New York State to another area of the State; or in the abandonment of one or more plants or facilities of the Applicant located within the New York State, Agency Financial Assistance is required to prevent the Applicant from relocating out of the New York State, or is reasonably necessary to preserve the Applicant's competitive position in its respective industry.

Explain how the Agency's Financial Assistance is required to prevent the Project from relocating out of New York State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry: _____

Section V: Adaptive Reuse Determination

(Adaptive Reuse is the process of adapting old structures or sites for new purposes)

Are you applying for a tax incentive under the Adaptive Reuse Program? No

If No, please proceed to next Section

- A) What is the age of the structure (in years) _____
- B) Has the structure been vacant or underutilized for a minimum of 3 years? (Underutilized is defined as a Minimum of 50% of the rentable square footage of the structure being utilized for a use for which the structure was not designed or intended) Yes or No. How many years? _____
- C) Is the structure currently generating insignificant income? (Insignificant income is defined as income that is 50% or less than the market rate income average for that property class) Yes or No
If yes, please provide dollar amount of income being generated, if any _____

Revised Date: _____

Revision #: _____

D) Does the site have historical significance? Yes or No

E) Are you applying for either State/Federal Historical Tax Credit Programs? Yes or No. If yes, provide estimated value of tax credits - - -

F) Summarize the financial obstacles to development that this project faces without Agency or other public assistance. Please provide the Agency with documentation to support the financial obstacles to development (you will be asked to provide cash flow projections, documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages): _____

G) Briefly summarize the demonstrated support that you intend to receive from local government entities. Please provide the Agency documentation of this support in the form of signed letters from these entities:

H) Please indicate other factors that you would like the Agency to consider such as: structure or site presents significant public safety hazard and or environmental remediation costs, site or structure is located in distressed census tract, structure presents significant costs associated with building code compliance, site has historical significance, site or structure is presently delinquent in property tax payments:

Revised Date: _____, Revision #: _____

Section VI: Estimate of Real Property Tax Abatement Benefits and Percentage of Project Costs financed from Public Sector sources

**** Section V of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City Millage)/1000	School Tax Rate/1000

*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
TOTAL							

***Estimates provided are based on current property tax rates and assessment values**

Revised Date: _____, Revision #: _____

Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

Calculate%

(Est. PILOT+ Est. Sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs:-----%

JCIDA will also complete a Cost-Benefit analysis using information contained within this Application, and available to the Public.

Section VII Representations, Certifications and Indemnification

**** This Section of the Application can only be completed upon the Applicant receiving, and must be completed after the Applicant receives, JCIDA Staff confirmation that Section I through Section V of the Application are complete.**

Rickey M Smith affirms that he is the President of *CWT Farms International Inc* in the attached Application that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. **Job Listings:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project

Revised Date: _____, Revision #: _____

- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.
- D. Employment Reports: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.

Revised Date: _____, Revision #: _____

- J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonably proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.
- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that the Agency is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all Project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**
- N. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
- O. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Revised Date: _____, Revision #: _____

- P. The Applicant conforms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- Q. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement in the Project.
- R. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provisions of Section 859-a and Section 862(1) of the New York General Municipal Law.
- S. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representation and covenants made in this Application when acting hereon and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK)
COUNTY OF JEFFERSON)ss.:

Rickey M. Smith, being first duly sworn, deposes and says:

1. That I am the President of Cwt Farms International Inc. (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Rickey M. Smith
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 21st day
of Dec., 2021

[Signature]
(Notary Public)

Revised Date: _____

Revision#: _____

PAM DESORMO, TAX COLLECTOR
22867 COUNTY ROUTE 67
WATERTOWN, NY 13601

1,304

*225800 82.00-2-1.5 580052
T I AG Park LLC
c/o Michael Lundy
18841 US Rte 11
Watertown, NY 13601

2021 TOWN/COUNTY TAX TOWN OF WATERTOWN

BANK CODE	BILL NO.	SEQUENCE NO.	PAGE NO.	ROLL SECT.	ACCOUNT NO.
	580052	1304	1 OF 1	1	
FISCAL YEAR		WARRANT DATED			SWIS CODE
1/1/2021 - 12/31/2021		12/8/2020			225800
ESTIMATED STATE AID					
CNTY	23,674,683			SEE REVERSE SIDE FOR MORE INFORMATION	
TOWN	387,665				
FOR YOUR INFORMATION					

VIEW/PRINT TAX BILL ONLINE
HTTP://JEFFERSON.SDGNYS.COM
VIEW/PAY ONLINE @ TOWNOFWATERTOWN.NY.ORG
1ST INSTALLMENT MADE TO TOWN, 2ND & 3RD TO COUNTY
AFTER THE LOCAL COLLECTION PERIOD, UNPAID TAXES
ARE RETURNED TO THE COUNTY TREASURER W/ADDTL
INTEREST & PENALTIES. FOR INFO, CALL 315-785-3055

IN TOWN CLERK'S OFFICE, 315-782-8248
PERSON 22867 COUNTY ROUTE 67
PAYMENT MON-FRI 8AM-3:30PM

PROPERTY DESCRIPTION & LOCATION		EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE
TAX MAP NO.	225800 82.00-2-1.5						
LOCATION	NYS Rte 3						
DIMENSIONS	ACRES: 5.31						
SCHOOL DIST	Watertown City						
PROPERTY CLASS	Vacant comm						
THE ASSESSOR ESTIMATES THE FULL MARKET VALUE OF THIS PROPERTY AT:							212,258
THE UNIFORM PERCENTAGE OF VALUE USED TO ESTABLISH ASSESSMENTS IS:							62.00%
THE ASSESSED VALUE OF THIS PROPERTY IS:							131,600

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE PRIOR YEAR	TAXABLE ASSESSED VALUE	TAX RATE PER \$1,000	TAX AMOUNT
County Taxable	61,446,288	1.7	131,600.00	11.986609	1,577.44
Watertown Zone1 Fire	910,633	2.0	131,600.00	2.523897	332.14
Watertown Sewer 2			0.00		88.81
Watertown Water 1			0.00		109.52
Installment Fee					63.24
*** PRIOR YEAR TAXES REMAIN UNPAID! - See note 1 on back of bill ***					
TOTAL TAX DUE					2,107.91

IF PAID BY	03/01/2021	03/12/2021	
PENALTY	21.08	42.16	
TOTAL DUE	2,128.99	2,150.07	

TOTAL TAX	DUE BY: 02/01/2021
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PHASE I ENVIRONMENTAL ASSESSMENT

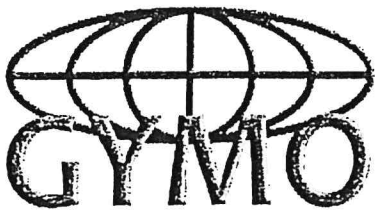
Prepared For:

Mike Lundy
Lundy Development and Property Management
35794 NYS Route 126
Carthage, NY 13619

Site Location

Jefferson Agricultural Business Development Center
Route 3
Watertown, NY 13601

December 05, 2017
Project # 2017-134E.03



18969 US Route 11
Watertown, New York 13601
T: (315) 788-3900
F: (315) 788-0668
www.gymopc.com

Architecture, Engineering, & Land Surveying, D.P.C.

7.0 CONCLUSIONS

7.1 Findings

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-13 at a proposed subdivision at Route 310 and 345, Madrid, NY. Any Exceptions to, or deletions from this practice are described in Section 7.5 of this report.

This assessment has revealed no *recognized environmental conditions (REC)* in connection with the property.

Although not considered a recognized environmental condition under E1527-13, the following item was noted on the subject property and should be addressed as a possible *business environmental risk*:

1. In the second field east of the water tower, on the edge of the field and woods, there is snow covered debris including: a tractor tire, a bath tub, farm equipment, drums, and canisters. It is difficult to determine the full inventory of the debris pile due to snow and vegetation. Therefore, it is unknown if the debris includes hazardous materials or petroleum products. Several tires are also scattered around other areas of the subject property. At a minimum the tires and drums should be removed and properly disposed.

7.1.1 Vapor Gas Intrusion

It is not believed that vapor gas intrusion on the subject property will be an issue.

7.2 Significant Data Gaps

The preparation of the Phase I Environmental Site Assessment does not include any significant data gaps regarding the ownership or operation of the subject property.

7.3 Declaration of Qualifications

We declare to have the specific qualifications based on education, training, and experience to assess a property in regards to the nature, history, and setting of the subject property. We have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR part 312.

7.4 Additional Services and Recommendations

No additional investigative services are recommended to be completed as a result of this Phase I Environmental Site Assessment.

7.5 Deviations, Exclusions, and Deletions

No deviations, exclusions or deletions have been considered for this Phase I Environmental Assessment.

7.6 Certifications

It is to the best of our professional knowledge and belief, that we declare that we meet the definition of *Environmental Professional* as defined in 40 CFR 312.10; and we possess the specific qualifications, based on education, training and experience, to assess the nature, history and setting of the subject property. We have developed and performed all of the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

8.0 PURPOSE, TERMS AND CONDITIONS

This Phase I Environmental Site Assessment has been performed in strict accordance with ASTM Standards and Guidelines. The purpose of this Practice is to define good commercial and customary practice in New York State as well as the United States of America for conducting an environmental site assessment of a parcel of commercial real estate. This is with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. As such, this Practice is intended to permit a user to satisfy one of the requirements to qualify for the Innocent Landowner defense to CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of that property consistent with good commercial and customary practice" as defined in 42 USC § 9601 (35) (b).

In defining a standard of good commercial and customary practice for conducting an environmental site assessment of a parcel of property, the goal of the processes established by this practice is to identify recognized environmental conditions. The term "recognized environmental conditions" means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

Note that the site has been reviewed with a diligent attempt to identify potential environmental liabilities; however, it is impractical to expect this review to positively identify every potential environmental threat in every case. GYMO D.P.C. will not be held responsible for information that has been withheld or falsified. A diligent attempt will be made to validate the accuracies of the information obtained. The limit of GYMO D.P.C.'s liability in association to performing the site work and developing this Phase I Report is limited solely to the sum of the original fees charged for said Report. The professional staff at GYMO Architecture, Engineering and Land Surveying, D.P.C. hereby declares that the findings presented in this Report are true and accurate to the best of our information, knowledge and belief. It should be noted that this Assessment has been completed without performing subsurface soil, groundwater, or materials testing, and as such, no statement of scientific certainty can be made regarding the conditions encountered. The findings and conclusions in this Report are not scientific certainties, but rather are professional judgments based on the information gathered during the course of the Environmental Site Assessment. A guarantee that no hazardous waste, petroleum products, or other potentially hazardous substances are located on the site is not being offered. The possibility always exists for contaminants to migrate through surface water, air or through groundwater. The ability to completely and accurately determine the exact potential of environmental risk associated with the transport of hazardous substances through this media was beyond the scope of this investigation.

Please contact me should you have any questions or comments regarding this Phase I Environmental Site Assessment Report.

Respectfully submitted,
GYMO Architecture, Engineering, Environmental & Land Surveying, D.P.C.

Hayward B. Arthur
Environmental Department Manager

Short Environmental Assessment Form

Part 1 - Project Information

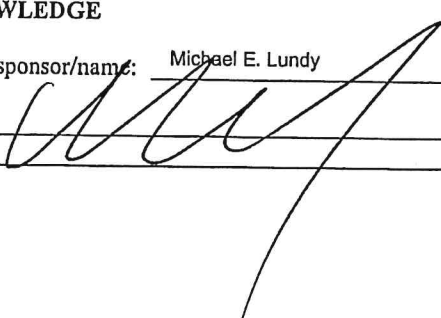
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Lundy Construction, LLC			
Name of Action or Project: CWT Farms International Chicken Hatchery			
Project Location (describe, and attach a location map): Lot 8, TI Agpark			
Brief Description of Proposed Action: Construction of a 48,480 s.f. chicken hatchery			
Name of Applicant or Sponsor: Michael E. Lundy		Telephone: 315-493-2493 E-Mail: frontdesk@mlundygroup.com	
Address: 18841 US Route 11			
City/PO: Watertown		State: New York	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS Building Permit		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		6.0 acres	
b. Total acreage to be physically disturbed?		4.9 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		150+ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ Use of temporary leach field system until permanent sewer is available	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: <hr/> <div style="text-align: center;">New Storm Water System</div> <hr/>		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Michael E. Lundy</u> Date: <u>12-14-21</u> Signature:  Title: <u>CEO</u>		

Agency Use Only [If applicable]

Project: CWT Farms
Date:

Short Environmental Assessment Form *Part 2 - Impact Assessment*

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Modification of existing application for
the proposal lots of Thousand Island
Agricultural Park, Arsenal Street, Watertown,
NY.
The application meets all criteria set
forth in the town of Watertown zoning
regulations

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Watertown Planning Board January 3, 2022

Name of Lead Agency

Date

C. Randy Vaas
Print or Type Name of Responsible Officer in Lead Agency

SEQR Coordinator
Title of Responsible Officer

C. Randy Vaas
Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

TOWN OF WATER TOWN
APPLICATION FOR A SPECIAL USE PERMIT/SITE PLAN REVIEW

For Planning Board Use Only:

Tax Map Parcel No.: _____

Application Number: _____ Received by: _____

Application Fee \$ _____ Date: _____

Application Number: _____ Received by: _____

Application Fee \$_____ Date: _____

INSTRUCTIONS TO APPLICANT:
Complete all parts of this application form. No public hearing will be scheduled until all questions have been answered or satisfactorily explained in writing. The Planning Board stands ready to help you but you must furnish the information required by law before the Planning Board can take action on your application.

Application for (check one): ☐ Special Use Permit ☒ Site Plan Review

Application for (check one): ☐ Special Use Permit ☒ Site Plan Review

Applicant:	Owner of land to be developed:

Name: T.I. AdPark LLC

Address: 1880116 Route 11

100 HARTOWN, N.Y. 13001

Phone No.: (36) 493-2493

Will development be staged? no

Current Zoning District Classification: _____

Total acreage of site: 5.314

Shown on Plan

5.3

* T.B.D.

Five copies, minimum, of all materials shall be submitted to the board by the applicant. Extra copies as may be deemed necessary by the planning board may be required. The following information shall be required of all applications, unless specifically waived by the planning board:

Five copies, minimum, of all materials shall be submitted to the board by the applicant. Extra copies as may be deemed necessary by the planning board may be required. The following information shall be required of all applications, unless specifically waived by the planning board:

- (1) Name and address of applicant and owner, if different, and of the person responsible for the preparation of such drawing.....
- (2) Date, north arrow, written and graphic scale.....
- (3) Boundaries of the area plotted to scale, including distances, bearings, and areas.....
- (4) Location and ownership of all adjacent lands as shown on the latest tax records (including properties across any public road).....
- (5) Location, name, and existing width and right-of-way of adjacent roads, including traffic circulation patterns.....
- (6) Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to public use adjoining the property.....
- (7) The current zoning classification of the property, including the exact zoning boundary if in more than one district.....
- (8) A complete outline of existing or proposed deed restrictions or covenants applying to the property.....
- (9) Plans for grading and drainage showing existing and proposed contours of five foot intervals.....
- (10) A written description of all proposed uses and activities on the site, including the number and distribution by type of all dwelling units.....
- (11) Location, size, and design of the following: existing, proposed, and alterations to buildings, driveways, parking and loading areas, outdoor storage areas, sidewalks or pedestrian paths, drainage facilities, sewage facilities, signs, outdoor lighting, landscaping or screening, buffer areas, snow storage areas, walls and fences, energy distribution facilities, fire lanes and other emergency zones.....
- (12) Plans for controlling soil erosion and sedimentation during development.....
- (13) Significant or outstanding natural features of the property (e.g. wetlands, streams, high-water lines, cliffs, dense vegetation, etc.).....
- (14) Designation of the amount of gross floor area and gross leasable area proposed for each nonresidential use.....
- (15) Project construction schedule and staging phases, if applicable.....
- (16) Certification that all real property taxes pertaining to the property on which the application is sought are fully paid.....
- (17) A Long Environmental Assessment Form (EAF) or draft Environmental Impact Statement (EIS), pursuant to 6 NYCRR Part 617.....
- (18) An agricultural data statement, pursuant to Town Law Section 283-a, when applicable.....
- (19) A statement with the name, address and the nature and extent of the interest of any state employee, or any officer or employee of the town in the application pursuant to General Municipal Law Section 809, when applicable.....
- (20) Other elements integral to the proposed development as considered necessary by the planning board including identification of any federal, state, or county permits required for the project's execution.....
- (21) Application fee as stated in the fee schedule.....

NOTICE TO APPLICANT

Before you submit this application for approval of a special use permit/site plan review, MAKE SURE that all applicable requirements of the Town of Watertown Zoning Law have been met. No public hearing will be scheduled until all required documents have been furnished in form satisfactory to the Town of Watertown Planning Board or a written explanation has been given to irrelevant items omitted.

The undersigned hereby requests approval by the Town of Watertown Planning Board of the identified application for a special use permit/site plan review. I hereby certify that I have completed the application to the best of my ability and have complied with all applicable regulations of the Town of Watertown Zoning Law. I certify that the application information is complete and I believe all information given to be true.

Signature of Applicant

Date: 05-01-2020

Sworn to before me this 12th day of May 2020

Notary Public

SABRINA C COOK
Notary Public, State of New York
No. 01CO6396275
Qualified in St Lawrence County
My Commission Expires August 19, 2023

Signature of Landowner
(If Applicant is not Landowner)

Date: 05-01-2020

Sworn to before me this 12th day of May 2020

Notary Public

SABRINA C COOK
Notary Public, State of New York
No. 01CO6396275
Qualified in St Lawrence County
My Commission Expires August 19, 2023

TOWN PLANNING BOARD RESPONSE ONLY

1. Pre-submission Conference held (optional)..... Date
2. Long Environmental Assessment form completed by applicant.....
3. [REDACTED]
4. Referred to Zoning Board of Appeals for area variance (if applicable).....
5. Resolution to hold public hearing made by the Planning Board.....
6. Notice of public hearing published in the official newspaper of the town.....
7. Notice of public hearing mailed to applicant.....
8. Notice of public hearing mailed to farm operations listed on agriculture data statement (if applicable).....
9. Application referred to county planning board (if applicable).....
10. Action taken on county planning board recommendation (if applicable).....
11. Public hearing held.....
12. SEQR determination made by Planning Board.....
13. Decision made on Application for a Special Use Permit/Site Plan Review

Approved

Disapproved

Approve w/Conditions.

Conditions of Approval:

Signature of Planning Board Chair

Date

14. If conditions are required, date conditions were satisfied and final approval granted.....
15. Decision mailed to applicant.....
16. Decision filed in the office of the town clerk.....



Design. Build.

LUNDY CONSTRUCTION, LLC

A Lundy Group Company

188+1 US Route 11
Watertown, NY 13601
PH: 315-493-2493
Fax: 315-493-2004

Project Outline

Lot 8 TIAg Park

Chicken Hatchery for CWT Watertown

Construction of an approximately 29,000 s.f. chicken hatchery to include hatching area, warehousing, shipping, and office areas.

This project is similar in scope and nature to the current hatchery located in the Jefferson County Corporate Park.

Lot 8 is currently shovel ready with water and electric in place.

The Town of Watertown is responsible for extending gas and sewer through the Park this fall, which will be available for connection to the building in 2022.

We anticipate the project will break ground in the fall of 2021 and be slated for completion and occupancy in July 2022.

CWT will employ approximately 20 people who will work one shift, however, the building will be manned with at least one employee 24/7.

One to two truckloads of eggs will be delivered twice a week.

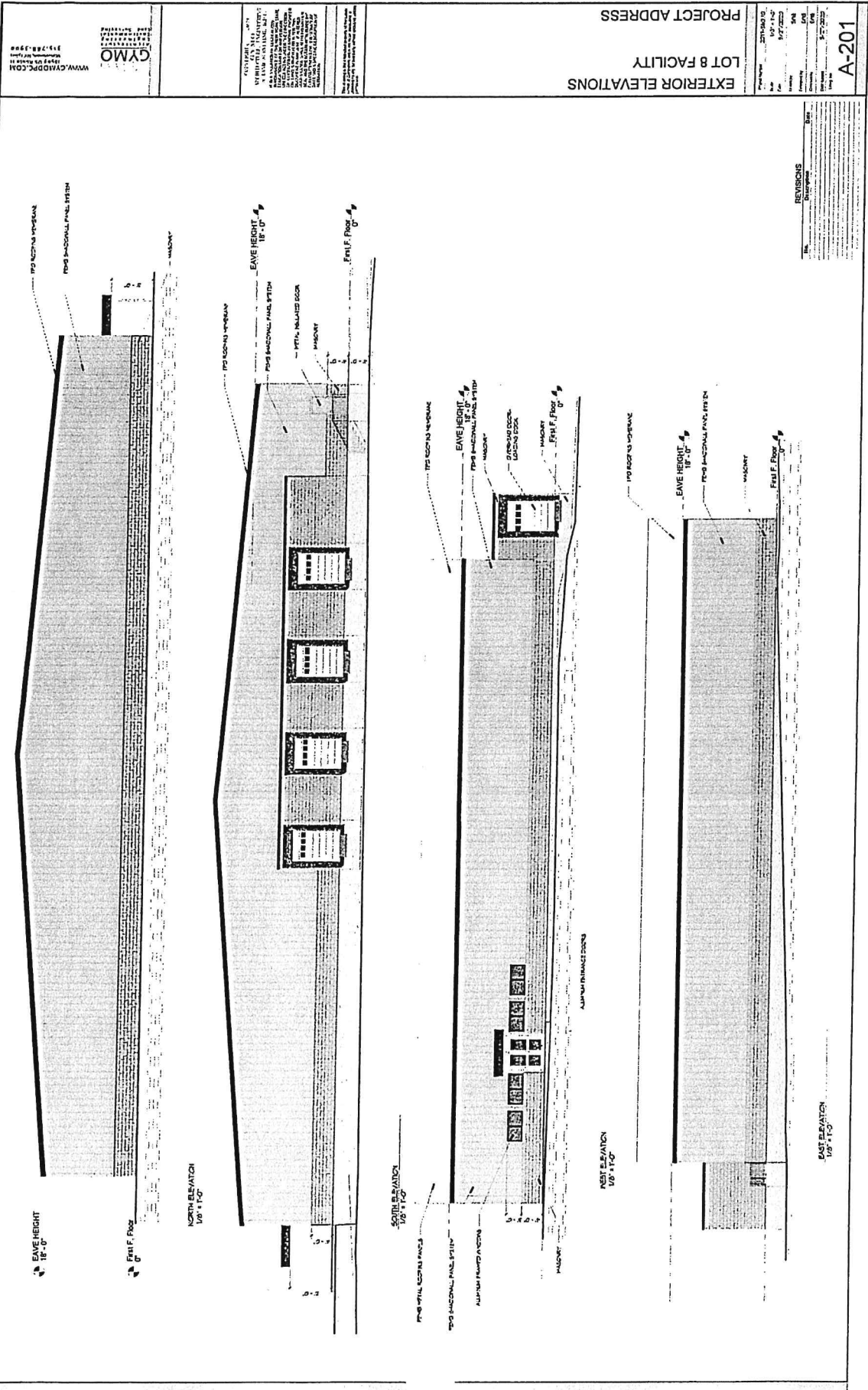
Chicks will be hatched four times a week with one truckload of chicks being shipped out on the day they are hatched.

Waste materials will be accumulated in the waste storage room and trucked out twice a week.

Liquid waste will go through the sewer system, but will have a solids separator as per the Town's recommendation prior to connection to the sewer line.

Layout of the facility and truck maneuvering areas as per the revised site plan.

A new Storm Water Pollution Prevention Plan shall be prepared for Lot 8 upon approvals of the project.



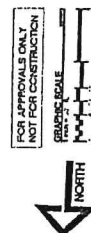
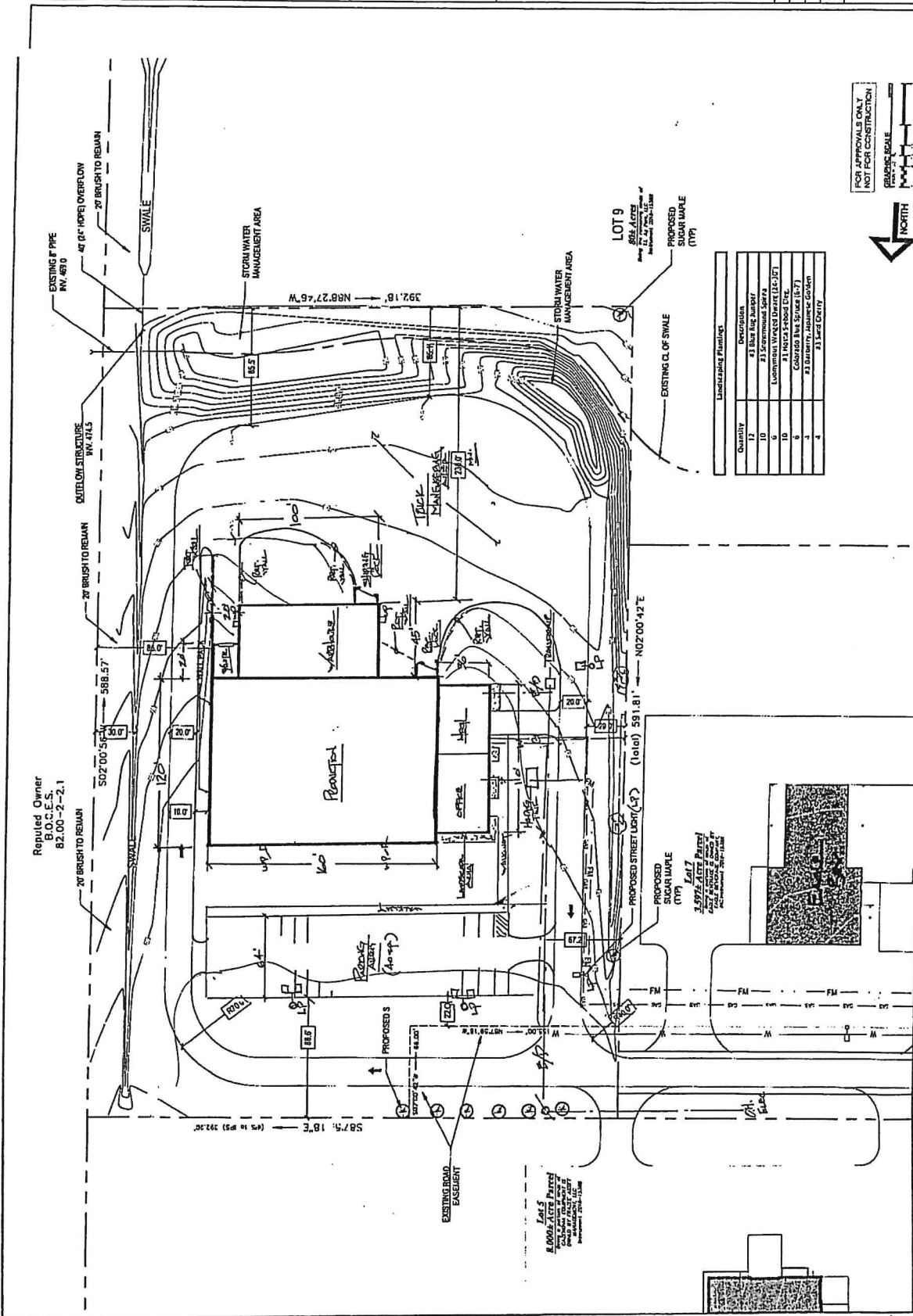
A-201

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	5/17/2023
2	REVISIONS	
3		
4		
5		
6		
7		
8		
9		
10		

EXTERIOR ELEVATIONS
LOT 8 FACILITY
PROJECT ADDRESS

GYMO
www.gymo.com
1-800-888-8888

18841 US Route 11 Watertown, NY 13601 Phone: (315) 493-2493 Fax: (315) 493-2004 LUNA O Landscape Architect		CWT Hatchery Lot 8, TIAgPark	
12/1/13 Date 12/1/13 Date 12/1/13 Date	12/1/13 Date 12/1/13 Date 12/1/13 Date	1-SD-1 Sheet No.	



Landscaping Plantings	
Quantity	Description
12	21 Blue Star Juniper
10	21 Screened Spruce
6	Luxuriant Waxed Dracena (12-12)
10	21 Hardy Shrub Dec.
6	Colorado Blue Spruce (6-7)
3	21 Barberry, Japanese Garden
2	21 Leaf Cherry

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Resolution Number 01.06.2022.02

to Engage Auditors for Stub Period Audit

WHEREAS, Bowers & Company has presented an engagement letter to audit the financial statements for the stub period of October 1, 2021 to December 31, 2021. The fee will be \$6,500 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 stub period audit 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



BOWERS & COMPANY CPAs PLLC

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

December 2, 2021

To the Board of Directors
Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, NY 13601

We are pleased to confirm our understanding of the services we are to provide for Jefferson County Industrial Development Agency for the three months ended December 31, 2021.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, including the disclosures, which collectively comprise the basic financial statements, of Jefferson County Industrial Development Agency as of and for the three months ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jefferson County Industrial Development Agency's 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. As part of our engagement, we will apply certain limited procedures to Jefferson County Industrial Development Agency's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies Jefferson County Industrial Development Agency's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining Statements of Fund Net Position - Jefferson County Industrial Development Agency and Component Units.
- 2) Combining Statements of Fund Revenues, Expenses and Changes in Fund Net Position - Jefferson County Industrial Development Agency and Component Units.
- 3) Combining Statement of Fund Net Position – Component Units.
- 4) Combining Statement of Fund Net Position.
- 5) Combining Statement of Fund Revenues, Expenses and Changes in Fund Net Position.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Jefferson County Industrial Development Agency and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management override of controls

Improper revenue recognition due to fraud

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Jefferson County Industrial Development Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Jefferson County Industrial Development Agency in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The government is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bowers & Company CPAs PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U.S. Department of Housing and Urban Development or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bowers & Company CPAs PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the U.S. Department of Housing and Urban Development. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Liz Bush is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately January 31, 2022.

Our fees for the audit and other services other than the preparation of the information returns will be \$6,500 and \$400 for the preparation of the information returns. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

To ensure that Bowers and Company CPAs PLLC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Reporting

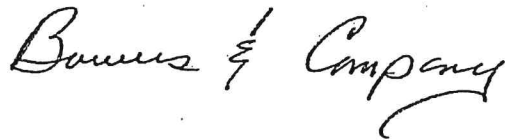
We will issue a written report upon completion of our audit of Jefferson County Industrial Development Agency's financial statements. Our report will be addressed to the Board of Directors of Jefferson County Industrial Development Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of 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 on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Jefferson County Industrial Development Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of Jefferson County Industrial Development Agency and that no other person or entity shall be authorized to enforce the terms of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Bowles & Company". The signature is written in dark ink and is positioned below the "Very truly yours," text.

RESPONSE:

This letter correctly sets forth the understanding of Jefferson County Industrial Development Agency.

Management Signature: _____

Governance Signature: _____

**Agreement Among
The New York State Department of Environmental Conservation,
the County of Jefferson, the Jefferson County Industrial Development Agency, and the
New York State Energy Research and Development Authority**

This Agreement is entered on this _____ day of _____, _____, by and among the County of Jefferson ("County") with offices at 175 Arsenal Street, Watertown, New York 13601, the Jefferson County Industrial Development Agency ("IDA") with offices at with offices at 800 Starbuck Avenue, Watertown, New York 13601, the New York State Energy Research and Development Authority ("NYSERDA") with offices at 17 Columbia Circle, Albany, New York 12203, and the New York State Department of Environmental Conservation ("NYSDEC"), with offices at 625 Broadway, Albany, New York 12233 (collectively, "Parties").

WHEREAS, NYSDEC is the Executive Agency of the State of New York responsible for enforcement of the Environmental Conservation Law of the State of New York ("ECL") and the New York State Finance Law ("SFL") and cleanup of contaminated properties pursuant to the ECL and Article 12 of the Navigation Law ("NL"); and

WHEREAS, NYSDEC is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the NYSDEC and its Commissioner by Article 1, Title 3 of the ECL; and

WHEREAS, NYSDEC also has the authority, inter alia, to provide for the prevention and abatement of all water, land, and air pollution. See, e.g., ECL 3-0301.1.1; and

WHEREAS, NYSDEC and NYSERDA are committed to supporting projects that advance the State of New York's climate and clean energy initiatives enacted through the Climate Leadership and Community Protection Act; and

WHEREAS, Chapter 847 of the Laws of 1982 created the Hazardous Waste Remedial Fund and assigned custody to the Office of the State Comptroller who is to make funds available to NYSDEC for the investigation and remediation of hazardous waste. These funds are not to be made available until the Commissioner of the NYSDEC has ensured that all reasonable efforts have been taken to secure the voluntary agreement for costs of necessary remedial action from owners, operators or other responsible persons for inactive hazardous waste sites; and

WHEREAS, NYSERDA is a New York State public authority established under Title 9 of Article 8 of the Public Authorities Law (PAL); and

WHEREAS, Pursuant to Title 9-B of Article 8 of the PAL, and in accordance with

the Order of the New York State Public Service Commission in Case 15-E-0302, *Approving the Build-Ready Program*, issued October 15, 2020, NYSERDA has established the Build-Ready Program to foster and encourage the siting and development of renewable energy throughout the State of New York, with priority to previously developed sites, existing or abandoned commercial sites, including without limitation brownfields, landfills, former commercial or industrial sites, dormant electric generating sites, or otherwise underutilized sites to help ensure that New York can meet its ambitious climate goals; and

WHEREAS, the County has identified the former Deferiet Paper Mill site which includes several tax parcels as more fully described in Schedule A, hereto, or as thereafter amended (collectively, the “Properties”) as a potential site for NYSERDA’s Build-Ready Program to initiate solar energy development, due to its nature as a former industrial site; and

WHEREAS, the County is considering pursuing a tax foreclosure on the Properties to address past, current, and ongoing tax delinquency and help foster future development of the Properties, remove the blighted structures from the Properties, and otherwise return the Properties to productive use; and

WHEREAS, the IDA is a public benefit corporation of the State for the benefit of the County of Jefferson (the “County”) established pursuant to Title 1 of Article 18-A of the General Municipal Law (“GML”) of the State, as amended, and Chapter 632 of the Laws of 1972 of the State as codified under GML Section 900-a, (hereinafter collectively called the “Act”) and constitutes a “Local Authority” as defined by PAL Section 2; and

WHEREAS, the IDA, in furtherance of its statutory mission and purpose to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State, is contemplating the acquisition of the Properties from the County for the purpose of redevelopment, which will entail entering into a lease option agreement with NYSERDA to advance the development of a solar energy project, including conducting a detailed review of any such project under applicable siting laws, including, but not limited to the State Environmental Quality Review Act (“SEQRA”, as codified under ECL Article 8); and

WHEREAS, in furtherance of the foregoing, and as a risk management strategy, the IDA may elect to establish and utilize a special purpose and project-specific local development corporation (herein, the “LDC”, to be established pursuant to Section 1411 of the Not-for-Profit Corporation Law, or “N-PCL”) to serve as the entity acquiring and holding title to the Properties; and

WHEREAS, NYSERDA, upon completion of environmental review, permitting, interconnection planning, and preliminary design, shall seek to assign its interests in development to a Solar Energy Developer, through an open and competitive process in

accordance with Title 9-B of Article 8 of the PAL at the earliest practicable commercially reasonable time on commercially reasonable terms, consistent with its mission and purpose, taking into account market conditions and legal and regulatory requirements; and

WHEREAS, the Parties have a shared interest in ensuring that any environmental issues associated with the Properties do not interfere with the return of the Properties to the tax rolls, and to productive use, and that such issues are timely and appropriately addressed in order to protect public health and the environment; and

WHEREAS, the Parties have a shared interest in recovering any costs as defined herein; and

WHEREAS, this Agreement sets forth mutually agreeable principles which are intended to ensure cooperation between NYSDEC, the County, the IDA and NYSERDA to establish an understanding regarding clean-up liability for the County, the IDA, NYSERDA, and the prospective Solar Energy Developer. This Agreement is intended to recognize that the best interests of the public, including the reimbursement of costs, are served by the coordination and cooperation of the Parties. The objective of this Agreement is to ensure that full consideration is afforded these interests, and that the individual missions and responsibilities of each Party are fully considered; and

WHEREAS, it is in the interest of all Parties to help return the Properties to a productive use, such as the development of solar energy facilities, in furtherance of the economic, health, and climate goals of the State and County.

NOW, THEREFORE, it is agreed among NYSDEC, the County, the IDA, and NYSERDA:

ARTICLE I PARTIES

1.1 For purposes of this Agreement the following terms shall apply:

- 1.1.1 the County shall mean the County of Jefferson, and its departments, agencies, agents, servants, officials, and employees.
- 1.1.2 the IDA shall mean the Jefferson County Industrial Development Agency, and its agents, servants, officials, and employees.
- 1.1.3 NYSERDA shall mean the New York State Energy Research and Development Authority and its agents, servants, officials, and employees.
- 1.1.4 the Solar Energy Developer shall mean the assignee and successor in interest to NYSERDA that will construct, operate, maintain and decommission the solar energy facilities.

ARTICLE II COOPERATION

2.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

2.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.

2.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under this Agreement and to plan future activities.

2.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of a Party, another may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

2.5 The Parties agree to cooperate and share information in furtherance of identifying the nature and extent of contamination on the Properties, determining the extent of the remediation that is likely to be required, and the most efficient manner of and pursuing remediation, if and to the extent it is needed on one or more Properties.

2.6 NYSERDA, the County, and the IDA will share all environmental studies they conduct on the Properties with NYSDEC. NYSDEC will share, upon request, information in its possession provided such information can appropriately be released pursuant to the Freedom of Information Law ("FOIL"). Unless legally required, no formal FOIL request shall be necessary in order for such information to be provided.

2.7 NYSERDA, the County, and/or the IDA may request NYSDEC assistance, e.g., access to one or more Properties, to obtain environmental information. NYSDEC will consider such requests and will endeavor to approve such requests, but nothing herein contained shall require the NYSDEC to provide such assistance.

2.8 NYSDEC will use best efforts to notify NYSERDA, the County, and the IDA in writing no later than 30 days after the effective date of this Agreement, which of the Properties identified on Schedule A NYSDEC has expended funds on, and will endeavor to timely respond to requests going forward regarding whether funds have been expended with respect to additional Properties identified by NYSERDA, the County, or the IDA.

ARTICLE III COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

3.1 Subject to Sections 3.3 and 3.4 below, NYSDEC covenants not to sue or seek payment from the County or the IDA as a responsible party as that term is defined in New York State law (ECL §27-1301 et seq.) and federal law (42 U.S.C. §9607(a)). To the extent that NYSERDA or the Solar Energy Developer take a leasehold interest in the Properties, NYSDEC covenants not to sue or seek payment from the County, the IDA, NYSERDA, or the Solar Energy Developer as a responsible party as that term is defined in New York State law (ECL §27-1301 et seq.) and federal law (42 U.S.C. §9607(a)).

3.1.1. Successors and assigns in title of the County, the IDA, NYSERDA or the Solar Energy Developer will not receive the covenant not to sue described above, and they remain liable for any future costs incurred by the State related to the existing discharge or release to the extent allowed by law, unless this Agreement is modified to include such successors and assigns.

3.2 The County, the IDA, NYSERDA, and the Solar Energy Developer retain all relevant statutory defenses available under any applicable state or federal environmental law including, but not limited to, those provided within the ECL, NL or Comprehensive Environmental Response, Compensation and Liability Act. Other than the County, the IDA, NYSERDA, and the Solar Energy Developer, this Agreement shall not inure to the benefit of any third party.

3.3 Nothing in this Agreement shall be construed to increase the liability, responsibilities or duties of the County, the IDA, NYSERDA, or the Solar Energy Developer, pursuant to New York State law (ECL § 27-1301 et seq.), federal law (42 U.S.C. § 9601, et seq.), or any other New York State or federal environmental laws. Nothing in this Agreement shall be construed to diminish the rights of the County, the IDA, NYSERDA, or the Solar Energy Developer pursuant to any applicable New York State or federal law.

3.4 A) A covenant not to sue or to seek payment will not be available to the IDA for the Properties if the IDA owned or operated the Properties at the time of unlawful disposal or release, discharge or spill of contaminants on the Properties, or if the IDA participates in management of the Properties at the time of such disposal, as that term is defined in federal law (42 U.S.C. §9601(20)(F)).

B) NYSDEC hereby reserves all of its respective rights concerning:

1) circumstances where the County or the IDA causes or contributes to the release or threat of release at the Property of any hazardous substance (as that term is defined at 6 NYCRR Part 597) or becomes responsible according to applicable principles of statutory or common law for any discharge of petroleum occurring at the

Properties, other than existing contamination;

2) circumstances where the County or the IDA fail to exercise "appropriate care"¹ with respect to existing contamination by failing to take reasonable steps to: (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination when the County or the IDA has actual or constructive knowledge or notice of such exposure risk; and when such circumstances exist, the NYSDEC may take all appropriate action, including investigatory or remedial action, to protect public health and the environment;

3) circumstances where the County or the IDA causes the use of the Property to change from the contemplated use to one requiring a greater level of cleanup of remaining contamination before that use can be implemented with sufficient protection of human health and the environment;

4) taking action based on fraud or gross negligence committed by the County or the IDA in acquiring interest in the Property or in demonstrating compliance with any of the requirements of this Section 3.4.

3.5 Reserved.

3.6 Reserved

3.7 The County and the IDA agree to require, as a condition of any sale, that any party purchasing a property identified by NYSDEC as requiring remediation must, unless otherwise agreed by the NYSDEC, enter a remedial program approved by NYSDEC in order to undertake any necessary investigation and remediation.

3.8 If, after investigation, the NYSDEC determines that an Environmental Easement, pursuant to Article 71 of the ECL is required to restrict certain uses on the Property, the County or IDA (depending on who holds title to the site) shall execute such an environmental easement.

ARTICLE IV - RESERVED

¹ "Appropriate care" for purposes of this Agreement shall not include a requirement to remediate previously released contamination at the Property. Additionally, such acts constituting Appropriate Care shall not in and of itself constitute management of the Property. Nor shall pre-development activities, studies, engineering, analysis, or marketing of such Property, the issuance of Requests for Proposal, notice of auction, the decision to lease, sublease, or sell, the negotiation and execution of a development agreement, a renewable energy credits (REC) purchase and sale agreement, and related documents with terms acceptable to the seller, or, any acts by the County, the IDA, NYSEDA, or the Solar Energy Developer to bring about the cleanup of the Property, if desired, constitute management with respect to any liability protection afforded to the County, the IDA, NYSEDA, or the Solar Energy Developer herein, or under any statute.

ARTICLE V TERM, TERMINATION AND AMENDMENT

5.1 This Agreement is effective upon execution by the NYSDEC and Oil Spill Fund (collectively, "State Parties") and shall be binding upon and inure to the benefit of every Party that signs the Agreement, including any Solar Energy Developer that is an assignee of NYSERDA's lease option agreement. This Agreement may be terminated or amended only in writing by all Parties to the Agreement.

5.2 This Agreement shall apply only to the Properties listed on the attached Schedule A, and additional Properties as added to Schedule A from time to time. The County may delete a Property under its jurisdiction without approval from the State Parties by providing notice as specified in Article VI of the intention to withdraw such Property from this Agreement. The County may add a property under their respective jurisdiction to Schedule A with approval from the State Parties by providing notice as specified in Article VI of the intention to add a Property to this Agreement.

5.2.1 The initial listing of requests on Schedule A shall be at the discretion of NYSDEC. NYSDEC may reject any property suggested by the County, for listing on the initial Schedule A.

5.2.2 NYSDEC shall use its best efforts to make a decision on the initial Schedule A, within 30 days of the effective date of this Agreement.

5.2.3 NYSDEC shall use its best efforts to decide on any subsequent request to add a Property within 90 days. NYSDEC, at its own discretion, may reject any property that the County seeks to add to Schedule A.

5.3 Article III shall survive any termination of this Agreement relative to all Properties listed in Schedule A.

5.4 The County and/or the IDA may request, with approval by the NYSDEC, to add the IDA's established LDC nominee as a specifically covered party under this agreement. Any such nominee shall be a not-for-profit local development corporation formed pursuant to N-PCL Section 1411 and exist as a public instrumentality of and supporting organization for, but separate and apart from, the IDA and the County. The State Parties shall not unreasonably deny the County's and/or IDA's request to add any such entity as a benefitted and covered party under this Agreement.

**ARTICLE VI
NOTICES AND ADDRESSES**

6.1 Any notice or request required or permitted to be given or made under this Agreement shall be in writing and shall be deemed sufficient if sent by regular first-class mail and certified mail, or personally delivered during business hours, to the addresses for the parties set forth above.

**ARTICLE VII
MISCELLANEOUS**

7.1 This Agreement comprises the complete understanding of the Parties in respect of the subject matter in this Agreement.

7.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

By: _____

Name: Susan Edwards

Title: Acting Director, Division of Environmental Remediation

Date: _____

COUNTY OF JEFFERSON

By: _____

Name: _____

Title: _____

Date: _____

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Name: _____

Title: _____

Date: _____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – Properties by Parcel I.D.

1. 66.82-1- (Deferiet Development LLC)
2. 76.27-1-3 (Deferiet Development LLC)
3. 66.82-1-67 (Deferiet Development LLC)
4. 66.20-1-36 (Deferiet Development LLC)

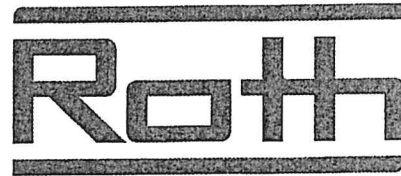
CONSENT OF ADDITIONAL SIGNATORY

The party executing this form, [SOLAR ENERGY DEVELOPER], hereby consents to being added as a Party to the Agreement between Jefferson County, the Jefferson County IDA, and NYSDEC regarding the former Deferiet Paper Mill site and further consents to the issuing and entering of the referenced Agreement, and agrees to be bound by its terms.

By: _____

Title: _____

Date: _____



December 22, 2021

David Zembiec
Jefferson County Economic Development
800 Starbuck Ave.
Watertown NY, 13601

Re: Tax Exemption Increase

Dear David:

Roth Industries is requesting an increase in our tax exemption limit for our Bellew Ave expansion project. Higher material costs and supply chain issues due to the Covid pandemic seem to be driving factors.

We are requesting a limit of \$91,800.

If you have any questions, please don't hesitate to contact me regarding this issue.

Sincerely,

John C. Pezzi

A handwritten signature in black ink, appearing to read "John C. Pezzi". The signature is fluid and cursive, written over the printed name.

Vice President of Operations

SUPPLEMENTAL PROJECT AUTHORIZING RESOLUTION

(Roth Industries Inc. Project)

A regular meeting of the Jefferson County Industrial Development Agency was convened on Thursday, January 6, 2022 at 8:30 a.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. 01.06.2022.03

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) AUTHORIZING ADDITIONAL FINANCIAL ASSISTANCE TO ROTH INDUSTRIES, INC. (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT PREVIOUSLY UNDERTAKEN BY THE AGENCY (AS MORE FULLY DESCRIBED BELOW); AND (ii) AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, (the "Act"), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency") was created with the authority and power to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, research, and recreational facilities as authorized by the Act, and in connection therewith to issue its revenue bonds, and/or enter into straight lease transactions and provide other forms of financial assistance; and

WHEREAS, pursuant to a certain Project Authorizing Resolution adopted March 4, 2021 (the "Project Authorizing Resolution"), the Agency previously authorized the undertaking of a certain project (the "2021 Project", as described within the Project Authorizing Resolution") for the benefit of **ROTH INDUSTRIES, INC.** (hereinafter, the "Company"); and

WHEREAS, pursuant to the Project Authorizing Resolution, the Agency and Company entered into (i) a certain Agent and Financial Assistance and Project Agreement, dated as of March 15, 2021 (the "Agent Agreement, as amended November 30, 2021), and (ii) a "Straight Lease Transaction", as defined within the Act, entered into as of November 30, 2021 and including a Lease Agreement (the "Lease Agreement"), Leaseback Agreement (the "Leaseback Agreement") and Payment-in-lieu-of-Tax agreement (the "PILOT Agreement") to be entered into with respect to the Project (the "Straight Lease Documents"); and

WHEREAS, the Project Authorizing Resolution, Agent Agreement and Straight Lease Documents authorized the provision of certain Financial Assistance to the Company, including (a) an exemption from all state and local sales and use taxes with respect to the qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility, (b) a mortgage recording tax exemption for financings undertaken to construct the Facility; and (c) a partial real property tax abatement through the execution of an

agreement with the Agency regarding payments in lieu of real property taxes to be made for the benefit of the Affected Tax Jurisdictions; and

WHEREAS, the Company has advised the Agency that it has encountered certain project cost increases in connection with completing the Project, and in furtherance of same has requested an increase in the total amount of sales tax exemptions from \$62,720 to \$91,800; and

WHEREAS, the Agency desires to approve the Company's request for additional financial assistance in the form of sales tax exemptions for the Project, such increase to be memorialized in the form of a Second Amendment to Agent and Financial Assistance and Project Agreement (the "Amendment", along with related forms).

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Subject to all terms and conditions as set forth within the Project Authorizing Resolution and Agent Agreements, the Agency hereby authorizes the provision of additional financial assistance to the Company as set forth above. The foregoing approval involves the provision of less than \$100,000 in additional financial assistance, for which no public hearing is required.

Section 2. The Agency's approval is subject to the Company executing the Amendment and the payment by the Company of all costs and fees of the Agency in connection with same.

Section 3. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 4. These Resolutions shall take effect immediately upon adoption.

The question of the adoption of the foregoing resolutions was duly put to vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nay</i>	<i>Absent</i>	<i>Abstain</i>
Robert E. Aliasso, Jr.				
David J. Converse				
John Jennings				
William W. Johnson				
Lisa L'Huillier				
W. Edward Walldroff				
Paul J. Warneck				

The resolutions were thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss:

I, the undersigned (Acting) Secretary of the Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing extract of the minutes of the meeting of the Wayne County Industrial Development Agency (the "Agency") including the resolution contained therein, held on January 6, 2022, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with Article 7.

I FURTHER CERTIFY that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Agency this ____ day of _____, 2022.

W. Edward Walldroff, (Acting) Secretary

[SEAL]

**SECOND AMENDMENT TO AGENT AND FINANCIAL ASSISTANCE
AND PROJECT AGREEMENT**

THIS FIRST AMENDMENT TO AGENT AND FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (hereinafter, this "Amendment"), made as of January __, 2022, by and between the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (the "Agency") and **ROTH INDUSTRIES INC.**, a Delaware corporation having offices at 268 Bellew Avenue, Watertown, New York 13601 (the "Company").

W I T N E S S E T H:

WHEREAS, the Agency and Company previously entered into a certain Agent and Financial Assistance and Project Agreement, dated as of March 15, 2021 (the "Agent Agreement", as amended pursuant to that certain First Amendment to Agent and Financial Assistance and Project Agreement, dated as of November 30, 2021) in connection with a certain Project (as defined within the Agent Agreement); and

WHEREAS, pursuant to resolution adopted by the Agency on January 6, 2022, the Agency has authorized an increase in the amount of sales and use tax exemption benefit to be provided to the Company from \$62,720 to \$91,800; and

WHEREAS, the Agency and Company desire to further amend the Agent Agreement to document same.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Section 2(j) of the Agent Agreement is hereby amended to read as follows:

(j) In accordance with the Resolution and the Cost-Benefit Analysis (the "CBA") disclosed by the Agency at its public hearing for the Project (the "Public Hearing"), the Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to **\$1,147,500.00**, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 2(i) of this Agent Agreement, cannot exceed **\$91.800.00**, (ii) confirms that the mortgage recording tax exemption amount shall not exceed **\$12,000.00**, and (iii) and confirms that real property tax abatement benefits to be provided to the Company shall conform to those disclosed within the CBA at the Public Hearing for the Project and as contained within the PILOT Agreement, a copy of such CBA and PILOT Agreement are attached hereto as **Exhibit D** (and if said PILOT Agreement is entered into after the date hereof, upon execution by the Agency and Company it shall be deemed and will be automatically become a component hereof).

2. All other provisions of the Agent Agreement shall remain unchanged and in full force and effect in accordance with the terms thereof.
3. This Amendment may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

(Remainder of page intentionally left blank)

*[Signature Page to Second Amendment to Agent and Financial Assistance
and Project Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
day and year first above written.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David J. Zembiec
Title: Chief Executive Officer

ROTH INDUSTRIES INC.

By: _____
Name: Joseph Brown
Title: President

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

2021-2022 Board Attendance

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