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: April 21, 2022

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

The Jefferson County Industrial Development Agency will hold their monthly Board Meeting on **Thursday, May 5, 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=R0t4VjRPdGJBZDJrL2JQYVVjKytDdz09
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

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REVISED BOARD MEETING AGENDA
Thursday, May 5, 2022 - 8:30 a.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Privilege of the Floor**

IV. **Minutes – April 7, 2022**

V. **Treasurer's Report – April 30, 2022**

VI. **Committee Reports**

a. **Alternative Energy Ad Hoc Committee**

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

c. **Loan Review Committee**

VII. **Unfinished Business**

1. **Authorizing Resolution No. 05.05.2022.01 for Bridge Loan for Convalt Energy, Inc.**
2. **Contract Amendment No. 1 for BCA Architectural/Engineering Services for Business Complex** (added to the end of the packet)

VIII. **New Business**

1. **Subrecipient Agreement with County of Jefferson for ARPA Funds**
2. **Agreement with JCLDC for ARPA Funds**

IX. **Counsel**

X. **Adjournment**

Jefferson County Industrial Development Agency
Board Meeting Minutes
April 7, 2022

DRAFT

The Jefferson County Industrial Development Agency held their board meeting on Thursday, April 7, 2022 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: W. Edward Walldroff, John Jennings

Also Present: Craig Fox (Watertown Daily Times), and Zachary Grady from Channel 7 News
Zoom: Justin Miller, Esq., Rob Aiken, Christine Powers, Kent Burto

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

I. **Call to Order:** Chairman Aliasso called the meeting to order at 8:23 a.m.

II. **Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke.

III. **Minutes:** Minutes of the meeting held March 3, 2022 were presented. A motion to approve the minutes as presented was made by Mr. Johnson, seconded by Mr. Converse. All in favor. Carried.

IV. **Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending March 31, 2022. He said it will be easier to make sense of the budget/financials next month due to the recent accounting software conversion (which includes the stub period balances). He reported that Current Applications paid off their loan and that the loan in default made a small payment. He said the final numbers are in for the 146 Arsenal Street remediation project. He said the total was $2,540,020.96. After discussion, a motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Johnson. All in favor. Carried.

Proposed 15-month Budget (10/1/21 – 12/31/22) – Mr. Eaton said that he made some minor changes and cleaned up some errors. A motion was made by Mr. Warneck to adopt the 15-month budget as presented, seconded by Mr. Converse. All in favor. Carried.

V. **Committee Reports:**

a. **Alternative Energy Ad Hoc Committee** – Mr. Warneck said that the committee has met twice since the last board meeting for two proposed utility scale projects. He said that they met with EDF Renewables for their proposed project in the Towns of Orleans and Clayton which is currently in the ORES process, but noted that their application was deemed incomplete twice. He said they expect to submit further information within the next two to three months. Mr. Warneck said that he suggested to EDF that they hold off on making an application to the IDA until the ORES process is complete. He said that the board needs to decide when they can start to negotiate once we know what the draft permit conditions are. Mr. Warneck said that we pointed out to EDF that we expect negotiations with all of the taxing jurisdictions especially if there will be host community agreements. He said that we also pointed out some of the concerns we have heard from schools about the impact on the tax cap calculations at the end of the PILOT.

Mr. Warneck said the committee also met with Borrego for their proposed project in the Towns of Rutland and Watertown. He said that it is very preliminary and indicated that they have not submitted an application to the state yet and are hoping to enter into construction in 2024-2025. They are expecting a 12 to 18-month review process to get to a complete application.

Mr. Johnson inquired about Boralex. Mr. Warneck said that we have not met with them, but indicated that their ORES application has been deemed complete. They are now in the 60-day window waiting for permit conditions.

Chairman Aliasso pointed out that these projects will be a deviation and create a fair amount of work; therefore, he wanted to know at what point do we use an escrow agreement. Mr. Zembiec said it is something we should discuss because these projects are so large. He said that he will discuss it with Attorney Miller.

b. **Building and Grounds Ad Hoc Committee** – Mr. Burto reported that the YMCA is in the process of finalizing their costs for design changes. He said there is a proposal to extend the lease agreement until June which will allow us more time to negotiate an amendment to the ground lease once the YMCA has their guaranteed maximum price.

Mr. Warneck asked what type of alterations are being considered for the ground lease. Mr. Zembiec said the original ground lease did not include the additional area for the pool and responsibility for the generator.

Mr. Burto left the meeting.

c. **Loan Review Committee** – Mr. Converse said the loan review committee met last week and had two requests.

i. **Resolution No. 04.07.2022.01 for RBM Manufacturing Corp.** – Mr. Converse said there was a request for a 6-month period of interest only effective 3/1/22 and an adjustment to the amortization schedule adding those six months to the end of the loan. He noted that things slowed down last year due to the owner getting COVID and not being able to work for a period of time and the lack of trucks. He said that moving forward they are looking to get more contracts and franchises.

A motion was made by Mr. Warneck to approve the resolution, seconded by Mr. Converse. All in favor. Carried.

ii. **Resolution No. 04.07.2022.02 for Convalt Energy, Inc.** – Mr. Converse said that they have the proposal for our airport park. He said they are moving ahead and have equipment coming in from across the country and said that they requested a $850,000 bridge loan from us to offset that. Mr. Zembiec said this upfront loan will give us time to allow the other local agencies to review and make their commitments and we will adjust ours back down as appropriate.

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Chairman Aliasso read the resolution.

A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Johnson. All in favor. Carried.

VI. Unfinished Business:

1. **Resolution No. 04.07.2022.03 for tree clearing at Business Complex at Watertown International** – Chairman Aliasso said that we had to remove trees before April 1st and because of the timing issue the board will ratify the selection on Black River Tree Removal for a total of $42,500. A motion was made by Mr. Converse to approve the resolution, seconded by Mr. Warneck. All in favor. Carried.

1. **YMCA Ground Lease Extension for 146 Arsenal Street – Proposed Third Amendment to Lease Agreement** – Chairman Aliasso said the Third Amendment extends the contingency period from 4/15/22 to 6/2/22. A motion was made by Mr. Warneck to approve the Third Amendment to Lease Agreement, seconded by Mr. Johnson. Roll call vote was taken. Mr. Jennings – Absent, Mr. Converse – Yea, Mr. Walldroff – Absent, Mr. Warneck – Yea, Mr. Johnson – Yea, Ms. L'Huillier – Yea, and Mr. Aliasso – Yea. Carried.

VII. New Business:

1. **County of Jefferson ARPA Fund Contract** – Chairman Aliasso said that we have not received the contract from the County and indicated that it may be ready for the next meeting.

VIII. Counsel:

2. **Authorizing Resolution No. 04.07.2022.04 for CWT Farms International, Inc.** – Chairman Aliasso reviewed the resolution. Attorney Miller said that the company increased the square footage, have finalized their plans and seems ready to proceed with construction. 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 – Absent, and Mr. Warneck – Yea. Carried.

3. **Authorizing Resolution No. 04.07.2022.05 for OYA Ellisburg Solar LLC** – Attorney Miller said the two OYA projects are tracking at the same time and are ready to proceed to a closing. Chairman Aliasso reviewed the resolution. 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 – Absent, and Mr. Warneck – Yea. Carried.

4. **Authorizing Resolution No. 04.07.2022.06 for OYA Lane Road LLC** – Chairman Aliasso reviewed the resolution. A motion was made by Mr. Warneck 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 – Absent, and Mr. Warneck – Yea. Carried.

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IX. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Converse, seconded by Mr. Johnson. All in favor. The meeting adjourned at 8:53 a.m.

Respectfully submitted,
Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Income Statement for the Four Month Period Ending April 30, 2022
Prepared by Lyle Eaton, April 26, 2022

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	$ 11,000.00	5,750.00	$ 0.00	5,750.00	5,250.00
Bond Admin Fee	6,000.00	3,000.00	0.00	3,000.00	3,000.00
FTZ Annual Fee	1,200.00	0.00	0.00	0.00	1,200.00
PILOT/Sale Leaseback Fees	1,227,142.00	348,367.33	21,225.00	327,142.33	878,774.67
Fee Income - RLF Program	24,474.00	25,329.92	10,855.68	14,474.24	(855.92)
Fee Income - Micro Program	13,389.00	14,680.90	6,291.78	8,389.12	(1,291.90)
Interest Income	2,481.00	595.90	0.00	595.90	1,885.10
Interest Income - RLF Program	29,085.00	8,795.78	0.00	8,795.78	20,289.22
Interest Income - City Fund	3,600.00	1,945.39	0.00	1,945.39	1,654.61
Interest Income - Micro Prog.	9,650.00	5,223.73	354.79	4,868.94	4,426.27
Late Payment Penalty - Micro	0.00	175.57	21.72	153.85	(175.57)
Miscellaneous Income	1,500.00	20,359.31	0.00	20,359.31	(18,859.31)
Total Revenues	**1,329,521.00**	**434,223.83**	**38,748.97**	**395,474.86**	**895,297.17**
Operations					
Office Expense	2,036.00	2,198.66	76.75	2,121.91	(162.66)
Admin Services Exp	792,260.00	320,376.00	45,768.00	274,608.00	471,884.00
Depreciation Expense - Siding	40,739.00	9,505.72	1,357.96	8,147.76	31,233.28
D&O Insurance	19,000.00	8,824.06	1,260.58	7,563.48	10,175.94
Commercial Insurance	36,354.00	17,234.21	2,462.03	14,772.18	19,119.79
FTZ Expense	1,250.00	1,250.00	0.00	1,250.00	0.00
Legal- Retainer	0.00	10,500.00	1,500.00	9,000.00	(10,500.00)
Legal - Unrestricted	50,000.00	21,598.12	825.00	20,773.12	28,401.88
Legal YMCA	10,000.00	575.00	0.00	575.00	9,425.00
Accounting & Auditing	16,000.00	11,400.00	0.00	11,400.00	4,600.00
Coffeen Park Taxes	1,800.00	1,743.44	0.00	1,743.44	56.56
Airport Park Taxes	1,200.00	1,056.39	0.00	1,056.39	143.61
Fees Expense	3,000.00	110.00	0.00	110.00	2,890.00
Bad Debt--RLF	190,000.00	(19,699.50)	(19,699.50)	0.00	209,699.50
Bad Debt--Micro	31,000.00	0.00	0.00	0.00	31,000.00
RLF Program Expense	24,474.00	25,329.92	10,855.68	14,474.24	(855.92)
Microenterprise Program Exp	13,389.00	14,680.90	6,291.78	8,389.12	(1,291.90)
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
146 Arsenal Bldg Maintenance	0.00	890.75	0.00	890.75	(890.75)
Plowing 146 Arsenal	0.00	15,900.00	0.00	15,900.00	(15,900.00)
IDA 146 Arsenal Bldg Expense	0.00	23,696.35	464.11	23,232.24	(23,696.35)
Building Depreciation	29,321.00	15,719.16	1,058.34	14,660.82	13,601.84
146 Arsenal Gas	0.00	5,741.21	0.00	5,741.21	(5,741.21)
146 Arsenal Electric	0.00	22,956.52	0.00	22,956.52	(22,956.52)
146 Arsenal Water	0.00	1,830.24	0.00	1,830.24	(1,830.24)
Miscellaneous - Unrestricted	200.00	103.21	0.00	103.21	96.79
Total Operations	**1,262,823.00**	**513,520.36**	**52,220.73**	**461,299.63**	**749,302.64**
Total Revenue	1,329,521.00	434,223.83	38,748.97	395,474.86	895,297.17
Total Expenses	1,262,823.00	513,520.36	52,220.73	461,299.63	749,302.64
Net Income Over Expenditures	**$ 66,698.00**	**(79,296.53)**	**$ (13,471.76)**	**(65,824.77)**	**145,994.53**

New Jeff Co Industrial Development Agen
Balance Sheet
April 30, 2022

ASSETS

Current Assets		
General Checking	$ 59,915.08	
Savings Account	358,285.90	
Microenterprise Account	84,409.37	
City Loan Account	287,870.14	
Revolving Loan Fund Account	1,962,494.30	
PILOT Monies Receivable	27,750.00	
Miscellaneous Receivable	230,960.30	
Acct Receivable - Rogers	17,519.31	
RLF Loans Receivable	2,487,817.35	
Microenterprise Loans Rec.	214,397.96	
Allowance for Bad Debt-RLF	(190,000.00)	
Allow. for Bad Debts-MICRO	(30,641.75)	
Prepaid Expense	19,063.19	
Total Current Assets		5,529,841.15
Property and Equipment		
Accum Depr - Building	(1,031,426.22)	
Accum Depr. Equipment	(52,269.66)	
Accumulated Depreciation Sidin	(16,295.52)	
Total Property and Equipment		(1,099,991.40)
Other Assets		
IT Server	6,050.00	
Galaxy Tablets	13,366.00	
146 Arsenal WIP Remediation	2,528,739.02	
Corp. Park Improvements	209,995.14	
Airport Property	884,326.02	
Intangible Asset	53,195.00	
WIP Airport	251,997.44	
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	
Total Other Assets		5,674,519.70
Total Assets		$ 10,104,369.45

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestricte	$ 3,701.37	
PILOT Monies Payable	27,750.00	
RLF Loan Payable	2,000,000.00	
Due HUD - RLF Interest	241.82	
Due HUD - MICRO Interest	2.30	
Due To JCIDA	(0.02)	
Maintenance Reserve Convergys	14,445.48	
Maintenance Expense Convergys	25,927.57	
Car Freshner Signage	11,000.00	
Total Current Liabilities		2,083,068.52

New Jeff Co Industrial Development Agen
Balance Sheet
April 30, 2022

Long-Term Liabilities		
Due NYS/IAP L.T.	180,159.78	
Deferred Revenue - Rogers	18,000.51	
Total Long-Term Liabilities		198,160.29
Total Liabilities		2,281,228.81
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	(79,296.53)	
Total Capital		7,823,140.64
Total Liabilities & Capital		$ 10,104,369.45

Jefferson County Industrial Development Agency
Revolving Loan Fund Receivables
April 30, 2022

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
1	RBM Manufacturing	November-19	200,000.00	381,391.11	Current	Working Capital Additional 11/2020
2	Meadowbrook Terrace	August-12	250,000.00	25,404.78	Current	Working Cap During Construction
3	MLR, LLC	July-07	250,000.00	80,931.46	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**	**2,487,727.35**	-	

Jefferson County Industrial Development Agency
MICRO Loan Fund Receivables
April 30, 2022

Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
Colleens Cherry Tree Inn	May-19	40,000.00	26,955.66	1 Delinquent	Expand Restaurant - Ice Ceram Shop
R. L. Gould & Son, LLC	March-19	40,000.00	19,122.37	Current	Open UPS Store
TI Area Habitat For Humanity	April-18	40,000.00	10,954.00	Current	Open ReStore
Painfull Acres	Mar-18	40,000.00	20,784.72	Current	Amish Furniture Store
Pink Kettle	Feb-22	24,800.00	24,435.32	Current	Retail Beverages
Sarah's Barber Shop	Mar-20	10,000.00	7,038.48	Default	Barber Shop
The Scrub Hub	Apr-18	18,656.00	4,426.01	Current	Scrubs Clothing
Standard Machine	Aug-21	40,000.00	37,944.59	1 Late	Fabrication
Therartpy	Jul-21	10,102.00	8,742.56	Current	Art Therapy
Taste of Design (Partial 3/2022)	Apr-07	40,000.00	15,766.16	2 Late	Coffee Shop
Willowbrook	Jul-21	40,000.00	38,228.09	Current	Purchase Gole Club
Total MICRO Receivables		**343,558.00**	**214,397.96**	-	

New Jeff Co Industrial Development Agen
Cash Disbursements Journal
For the Period From Apr 1, 2022 to Apr 30, 2022

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/4/22	7746	200001	Invoice: 2364	45,768.00	
		100001	JEFF COUNTY LDC		45,768.00
4/4/22	7747	200001	Invoice: 45150-3/22	583.13	
		200001	Invoice: 45157-3/22	326.05	
		200001	Invoice: 45147-3/22	2,213.87	
		200001	Invoice: 17024-3/22	2,473.37	
		100001	NATIONAL GRID		5,596.42
4/4/22	7748	200001	Invoice: 061880	2,615.00	
		100001	SWBG WHOLESALE INC.		2,615.00
4/4/22	7749	200001	Invoice: 1851-3/22	43.38	
		200001	Invoice: 0000011-3/22	268.89	
		100001	CITY OF WATERTOWN COMPTROLLER		312.27
4/14/22	7751	200001	Invoice: 0419	42,500.00	
		100001	BLACK RIVER TREE REMOVAL		42,500.00
4/14/22	7752	200001	Invoice: 22.0331.203	1,500.00	
		100001	PARADIGM ENVIRONMENTAL, LLC		1,500.00
4/14/22	7753	200001	Invoice: 07 FINAL	144,076.01	
		100001	PURCELL CONSTRUCTION		144,076.01
4/14/22	7754	200001	Invoice: 22-137-A	835.11	
		100001	BERNIER, CARR & ASSOCIATES, P.C.		835.11
4/19/22	7755	200001	Invoice: 7-719-88926	76.75	
		100001	FEDERAL EXPRESS CORP.		76.75
4/19/22	7756	200001	Invoice: 26367	77.11	
		100001	WESTELCOM		77.11
	Total			243,356.67	243,356.67

New Jeff Co Industrial Development Agen
Unrestricted Aged Payables
As of Apr 30, 2022

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
ABJ FIRE PROTECTION CO	92037190	4/18/22	387.00
ABJ FIRE PROTECTION CO			**387.00**
HARRIS BEACH	8854645	4/14/22	1,500.00
	8854564	4/20/22	825.00
HARRIS BEACH			**2,325.00**
JEFFERSON COUNTY INDUSTRIAL	4/22 PAINFULL	4/19/22	565.35
JEFFERSON COUNTY INDUSTRIAL			**565.35**
SACKETS HARBOR LDC	4/22 PAINFULL	4/19/22	424.02
SACKETS HARBOR LDC			**424.02**
			3,701.37

	A	B	C	D	E	F	G	H	I	J
1	JCIDA WIP 146 ARSENAL ABATEMENT							Revised		
2	GL# 150200							Board		
3								Allocation		
4	Vendor Payments			Amount				1/6/2022		
5	Date	Vendor	Invoice#	Paid	Paid Date	Check#	Balance	2,600,000	Purcell	Paradigm
6	07/02/21	SES	1272	13,150.00	7/15/2021	7558	13,150.00	2,586,850.00		
7	06/30/21	PARADiGM	21.0630.45	6,035.00	7/15/2021	7563	19,185.00	2,580,815.00		6,035.00
8	06/30/21	Harris Beach	8811903	6,325.00	7/22/2021	7565	25,510.00	2,574,490.00		
9	07/16/21	Bernier Carr	21-641	48,695.00	7/25/2021	7570	74,205.00	2,525,795.00		
10	07/14/21	PARADIGM	21.0714.5	7,250.00	7/29/2021	7573	81,455.00	2,518,545.00		7,250.00
11	7/xx/21	Thomas Trash Service	7-INVOICES	1,600.00	7/29/2021	7572	83,055.00	2,516,945.00		
12	08/08/21	PARADIGM	21.0806.03	12,500.00	8/12/2021	7582	95,555.00	2,504,445.00		12,500.00
13	07/30/21	Harris Beach	8815480	4,325.00	8/12/2021	7583	99,880.00	2,500,120.00		
14	07/31/21	Bernier Carr	21-787	898.07	8/24/2021	7587	100,778.07	2,499,221.93		
15	08/31/21	DANC--Tipping Fees	Aug-21	1,071.32	9/9/2021	7599	101,849.39	2,498,150.61		
[illegible]	08/30/21	PARADIGM	21-0621-5	5,300.00	9/16/2021	7605	107,149.39	2,492,850.61		5,300.00
[illegible]	09/07/21	Thomas Trash Service	19700005	200.00	9/16/2021	7606	107,349.39	2,492,650.61		
18	08/31/21	Harris Beach	8821006	4,900.00	9/23/2021	7615	112,249.39	2,487,750.61		
19	08/31/21	Bernier Carr	21-889	4,055.00	9/23/2021	7607	116,304.39	2,483,695.61		
20	09/07/21	DANC--Tipping Fees	472959	26.24	9/23/2021	7608	116,330.63	2,483,669.37		
21	09/30/21	Bernier Carr	21-1012	4,942.20	10/21/2021	7633	121,272.83	2,478,727.17		
22	09/25/21	Purcell	1	327,058.87	10/28/2021	7639	448,331.70	2,151,668.30	327,058.87	
23	10/25/21	Pufcell	2	508,031.02	10/28/2021	7641	956,362.72	1,643,637.28	508,031.02	
24	10/31/21	PARADIGM	21.1021.10	26,708.92	11/16/2021	7656	983,071.64	1,616,928.36		26,708.92
25	10/31/21	Bernier Carr	21-1149	3,294.80	11/18/2021	7653	986,366.44	1,613,633.56		
26	11/16/21	PARADiGM	21.1116.10	69,565.00	12/1/2021	7665	1,055,931.44	1,544,068.56		69,565.00
27	11/25/21	Purcell	#3	242,210.48	12/1/2021	7666	1,298,141.92	1,301,858.08	242,210.48	
28	11/30/21	PARADIGM	21.1130.7	163,200.00	12/16/2021	7674	1,461,341.92	1,138,658.08		163,200.00
29	12/31/21	PARADiGM	21.1231.6	133,123.50	2/4/2022	7713	1,594,465.42	1,005,534.58		133,123.50
30	12/31/21	Bernier Carr	21-1391	3,294.80	1/27/2022	7694	1,597,760.22	1,002,239.78		
31	12/25/21	PURCELL	#4	68,323.78	2/4/2022	7711	1,666,084.00	933,916.00	68,323.78	
32	01/28/22	PURCELL	#5	523,064.30	2/4/2022	7711	2,189,148.30	410,851.70	523,064.30	
33	01/24/22	Harris Beach	2244477	650.00	2/23/2022	7720	2,189,798.30	410,201.70		

Accounting/Grants/WIP Airport

	A	B	C	D	E	F	G	H	I	J
34	01/31/22	Bernier Carr	22-024	1,500.00	3/3/2022	7727	2,191,298.30	408,701.70		
35	02/25/22	Purcell	6	187,273.81	3/14/2022	7736	2,378,572.11	221,427.89	187,273.81	
36	02/28/22	Bernier Carr	22-137	1,254.11	3/31/2022	7742	2,379,826.22	220,173.78		
37	02/18/22	CME	95168	3,336.79	3/31/2022	7743	2,383,163.01	216,836.99		
38	03/25/22	Purcell	07 Final	144,076.01	4/1/2022	7753	2,527,239.02	72,760.98	144,076.01	
39	03/01/22	Paradigm	22.0331.23	1,500.00	4/1/2022	7752	2,528,739.02	71,260.98		1,500.00
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Accounting/Grants/WIP Airport

Jefferson County Industrial Development Agency
Alternative Energy Ad hoc Committee Meeting Minutes
April 6, 2022

Present: Paul Warneck, Chair; William Johnson, Christine Powers

Excused: John Jennings

Also Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson
Zoom: Justin Miller, Esq., Jerry Leone

I. **Call to Order:** Chair Warneck called the meeting to order at 1:31 p.m.

II. **Rutland Center Solar Project (Borrego) –**

Jerry Leone, Sr. Civil Engineer for Borrego, reviewed the proposed project as follows:

- Project location – towns of Rutland and Watertown, Jefferson County.
- Project owner – Borrego.
- Proposed 110-megawatt photovoltaic solar energy generating facility.
- Interconnect – into the existing electrical transmission system via National Grid's existing Middle Road substation.
- The project is expected to produce enough domestically generated renewable energy to power more than 18,000 NY households (under long-term agreement with NYSERDA).
- NYS Office of Renewable Energy Siting (94-c permit) – Borrego reviewed the process for the committee and indicated that they are in the pre-application process. They plan to submit their application in November or December 2022.
- Construction – estimated to take 11 to 14 months and should be operational by 2025.
- Intervenor funds – there will be an opportunity for the funds.
- Decommissioning - will develop a plan which contemplates the project concluding in 20 to 25 years.
- Battery storage – the project will not include battery storage.
- Panels – will be 10 to 17 feet high.
- Fencing – to be installed. They are planning something more attractive than the standard chain link.
- Glare – studies to be done; working closely with Fort Drum.

Mr. Warneck asked what the bi-focal panels are. Mr. Leone said they allow the sun to be captured on both sides. He said the production is largely based on gathering daylight, not only direct sunlight.

Mr. Warneck asked when they anticipate filing the 94-c application. Mr. Leone said in the November or December timeframe. Mr. Warneck asked if they anticipate 12 to 18 months to get through the application process. Mr. Leone is hoping it's quicker but agreed that it may take a year or more to get there.

Mr. Warneck asked if they have talked to the towns about the decommissioning plan. Mr. Leone said the plan has not been developed yet, but indicated that they have spoken.

Mr. Warneck said that we prefer not to receive an application for IDA assistance until after the 94-c application is deemed complete. He said that we will have to wait to see what their permit conditions are after they determine it's complete. Mr. Warneck pointed out that the larger projects are considered a deviation to our UTEP and will need buy-in from all the taxing jurisdictions.

Mr. Warneck asked if the connector lines are underground or overhead. Mr. Leone said underground.

Mr. Warneck asked if leases are in place. Mr. Leone said yes and indicated that some have a letter of intent.

Mr. Warneck asked if there are other locations in Jefferson County that they are considering for projects. Mr. Leone said Rutland, Village of Black River and Town of LeRay.

Mr. Zembiec said that with the community scale projects, we have been charging $5,500 per megawatt with a 2% annual escalator and then we invert the payment schedule. He said that we haven't decided what we will do for the utility scale projects, but noted that it may be a similar situation. Mr. Warneck said that we can't make a decision until we have our first project that makes it to that point and then it can be discussed because there will be different concern levels for each project. Mr. Warneck said the state failed to take into consideration the tax cap, which is causing the schools to have serious concerns about what happens when the PILOT ends and the impacts on their tax levy.

Mr. Zembiec informed Mr. Leone about the County's policy. He said the County is willing to participate in a PILOT, but they expect to receive full taxation on projects over 25 megawatts.

Mr. Warneck said that this agency has a pro-agriculture history and continues to be concerned about the effects on agriculture.

Mr. Warneck said that if there is going to be any discussion about host community agreements then it has to be done with all the taxing jurisdictions. Mr. Leone said that he understands.

Mr. Leone said that the project website is up and running.

Ms. Powers suggested that it would be beneficial to have a summarized document for applicants that outlines the process, policies and concerns that need to be addressed.

III. Other/Unfinished Business: None.

IV. Adjournment: With no further business before the committee, Mr. Warneck adjourned the meeting at 2:01 p.m.

Respectfully submitted,
Peggy Sampson

Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
April 27, 2022

Present: David Converse (Chair), John Jennings
Zoom: Kent Burto, Rob Aliasso

Excused: Christine Powers

Also Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Bill Johnson, Brendan Straub from Channel 7 News
Zoom: Paul Warneck

I. **Call to Order:** Mr. Converse called the meeting to order at 8:00 a.m.

II. **Pledge of Allegiance**

III. **Convalt Manufacturing LLC (Warehouse)** – A request for a PILOT/Lease leaseback for a warehouse located at 100 Purdy Avenue (709 Rear Pearl Street), Watertown, NY. The warehouse will be used to store solar manufacturing equipment and finished goods. The current cement pad will be extended outward.

Mr. Zembiec said that the building is currently owned by Living Waters Church and is in the City of Watertown and Town of Pamelia. He said the project will fall under the typical UTEP and noted that the first truck full of equipment from Oregon has already arrived.

Mr. Jennings asked if construction has started. Mr. Zembiec said that cleanup has started, but not construction. He said this project will be tied to the operation at the Business Complex and indicated that the application fee has already been paid.

Mr. Zembiec said that Convalt will acquire a second warehouse also located on Pearl Street and identified it as the former Black Clawson building at 511 Pearl Street. He said today's application will be revised to include the second warehouse project which will use sales tax only. He noted that the total project cost for the second warehouse will be $200,000 with a $16,000 sales tax savings.

Mr. Jennings asked if the project has to go to the planning board. Mr. Zembiec said yes and indicated that it will need to be approved before we can close on our end. Mr. Zembiec said that we will get the final numbers, revise the cost benefit analysis and send the information in the upcoming board packet.

Attorney Miller asked if the second warehouse project will be financed with a mortgage. If so, he said that it will affect the analysis. He also pointed out that if there will be an exemption from mortgage recording then it will need to be a lease leaseback. Mr. Zembiec will check into it.

Mr. Aliasso said the applicant checked the box for tax exempt financing. Mr. Zembiec said it is an error and will be fixed. Mr. Aliasso asked what the $300,000 manufacturing equipment line item represents. Mr. Zembiec will look into it. Mr. Aliasso pointed out that the summary sheet shows a combined tax $577,796, but the cost benefit analysis does not. Mr. Eaton said the CBA program changes the numbers. Mr. Aliasso thinks it's a defect of the program.

Attorney Miller asked how a PILOT is structured in the UTEP for warehousing. Mr. Zembiec said 75% for 5 years, 50% for 5 years and 25% for the last 5 years. Attorney Miller indicated that he would need all tax parcel numbers and a tax map and/or survey for the projects.

After discussion, a motion was made by Mr. Aliasso to get an updated application and information and move to the full board, seconded by Mr. Jennings. All in favor. Carried.

IV. Other/Unfinished Business

1. **Convalt Manufacturing** – Mr. Zembiec reported that the Sackets Harbor Local Development Corporation (SHLDC) board approved a $200,000 loan to participate in our bridge loan to Convalt Manufacturing for a total loan of $1,050,000. Mr. Zembiec said that we will revise the commitment letter and resolution to incorporate the participation loan amount.

   Mr. Jennings asked what the Watertown Local Development Corporation is considering. Mr. Zembiec said their board is considering a $300,000 loan that will be contingent upon site plan approval and permanent financing. If approved, their commitment would roll into a participation loan with the financing already committed by our agency and the SHLDC.

V. Adjournment: With no further business before the committee, Mr. Jennings made a motion to adjourn the meeting, seconded by Mr. Aliasso. The meeting adjourned at 8:14 a.m.

Respectfully submitted,
Peggy Sampson

Jefferson County Industrial Development Agency

800 Starbuck Avenue, Suite 800
Watertown, New York 13601

ph: 315.782.5865 / 800.553.4111
fx: 315.782.7915

www.jcida.com

April 29, 2022

Hari Achuthan
Convalt Energy, Inc.
800 Starbuck Avenue
Suite A-15
Watertown, New York 13601

RE: Jefferson County Industrial Development Agency
Proposed Bridge Loan to Convalt Energy, Inc.
Conditioned Commitment Letter

Dear Mr. Achuthan:

Please accept this letter as a conditioned commitment by the Jefferson County Industrial Development Agency ("JCIDA") to make a temporary bridge loan to Convalt Energy, Inc. (herein, the "Borrower") in an amount up to $1,050,000.00 (the "Bridge Loan"). JCIDA proposes to extend the Bridge Loan to the Borrower as lead lender with a $200,000 participation agreement with Sackets Harbor Local Development Corporation ("SHLDC"). The terms and conditions of this conditioned loan commitment are described herein, and the Bridge Loan remains subject to JCIDA Board approval, along with terms and conditions established by SHLDC.

1. **BORROWER**: Convalt Energy, Inc.

2. **LENDER**: Jefferson County Industrial Development Agency (the "JCIDA")

3. **AMOUNT OF BRIDGE LOAN; DISBURSEMENT OF LOAN PROCEEDS**: The Bridge Loan shall be in an amount not to exceed $1,050,000.00, with disbursements made by JCIDA to the Borrower upon requisition with supporting cost documentation, quotes and/or receipts demonstrating consistency with the allowable Use of Proceeds as defined within Section 4, hereof.

4. **USE OF PROCEEDS**: Proceeds of the Bridge Loan shall be used exclusively for equipment acquisition and working capital in connection with that certain Project as described within the Land Development Agreement with License and Exclusive Option, dated as of September 15, 2021 and entered into by JCIDA and the Borrower (the "LDA"), and specifically for project planning, design, engineering, equipment purchases and other pre-construction and other softs costs directly associated with the Project to be owned by Borrower affiliate Convalt Manufacturing, LLC (the "Project Owner").

5. **INTEREST RATE**: The interest rate will be fixed at 3%. An interest only payment will be made on the first day of the month following the loan closing. This payment will represent interest from the date of closing through the end of that month.

6. **PAYMENT**: Payment shall be interest only at a monthly payment of $2,625, until such time as all other lenders participate. Payments that are more than fifteen days delinquent will be assessed a late charge of 6% or $157.50; whichever is greater.

7. **TERM**: The term of the Bridge Loan shall not exceed 10 months, at which time the Bridge Loan shall fully mature and be payable in full by the Borrower.

8. **COLLATERAL**: First lien on all business assets of the Borrower and Project Owner, including all equipment acquired in furtherance of the Project. In addition, and as required pursuant to the LDA, the Borrower and Project Owner shall provide all Project planning, design, engineering, architectural and other drawings, plans, specifications and related materials to JCIDA (the "Project Materials"), with such Project Materials to be certified to JCIDA by all vendors and consultants providing same to the Borrower and/or Project Owner. The Collateral described herein shall secure the payment of any and all obligations now existing or hereafter arising of the Borrower to JCIDA.

9. **GUARANTORS**: Unlimited personal guaranty of Borrower principal Hari Achuthan ("Guarantor") and unlimited cross-corporate guarantees from the Project Owner and ACO Investment (Borrower's parent company, and herein, the "Borrower Parent").

10. **REQUIREMENTS**: The Bridge Loan transaction contemplated by the letter is subject to each of the following:

    a) **Financial Reports:** Borrower shall promptly provide the JCIDA with such financial reports and information relating to Guarantor, Borrower Parent, Project Owner and Borrower's business as JCIDA may reasonably request, including without limitation:

        1) Annual financial statements and federal income tax returns (most recent filings for Borrower and Guarantors, along with any returns filed during the term of the Bridge Loan)
        2) Annual personal financial statements and income tax returns.

    b) **Documentation:** Borrower, Borrower Parent, Guarantor and/or Project Owner shall execute and deliver such documents, instruments, and certifications, as JCIDA and its legal counsel may reasonably require, including, without limitation, promissory notes, loan agreements, security agreements, guarantees of payment, and UCC filing notices.

    c) **Lien Property:** Borrower shall deliver such certified lien searches, subordination agreements, lien terminations, title documents, and other assurances that satisfy the JCIDA and its legal counsel that the JCIDA has obtained the Collateral position required by Paragraph 8 above.

d) **Proceeds Use Reporting**: pursuant to the terms of the Loan Agreement to be utilized for the Bridge Loan, Borrower shall provide monthly reports to JCIDA with respect to the use of the proceeds of the Bridge Loan, which shall be limited to the Use of Proceeds, as defined herein.

11. **EXPENSES**: Borrower shall pay on demand all expenses incurred by JCIDA relating to the Loan, including, without limitation, fees and disbursements of JCIDA's legal counsel, lien search fees, and recording fees; even if the above described transaction is not consummated. A $250.00 application fee was paid on February 12, 2021. The loan processing fee is waived.

12. **CONTINGENCIES**: The within-described Bridge Loan is subject to JCIDA Board approval and JCIDA shall have no obligation to make any advance under the Term Loan following the occurrence of any one of the following contingencies:

a) Failure by Borrower to comply with any term of this letter.
b) There is any material misstatement or material omission in the information heretofore submitted to the JCIDA in connection with the Loan.
c) The occurrence of any event of default under any other obligation of Borrower to JCIDA now existing, including, but not limited to the LDA.
d) A material adverse change in the financial or economic condition or prospects of the Borrower or any Guarantor.
e) The occurrence of any Event of Default as defined in paragraph 14 below or the occurrence of any event which, with the passage of time or the giving of notice of both, would constitute such an Event of Default.
f) Failure by Borrower to accept, and if provided for therein, to close under all other financing commitments offered to Borrower on or about the date of this letter.

13. **EVENTS OF DEFAULT; ACCELERATION OF PAYMENTS**: Each of the following shall constitute an "Event of Default" under the Term Loan:

a) Failure to make any payment when due and the continuance of such failure for 10 days thereafter.
b) Failure to make any payment when due under any other indebtedness of Borrower to JCIDA and the continuance of such failure for 15 days thereafter or for any longer period allowed under any note or other written evidence of such indebtedness.
c) The occurrence of any contingency set forth in the subparagraph of (a), (b), or (c) of paragraph 13 above.
d) Any Event of Default as set forth in the Closing Documents or LDA.

Upon the occurrence of any Event of Default, JCIDA shall have the right to demand and to receive immediate payment in full of all indebtedness outstanding under the Loan, plus all costs of collection including legal and other costs incurred in connection with enforcement and recovery. This right shall be in addition to the right set form in paragraph 11 above to withhold any further advances under the Term Loan and all other rights JCIDA may have under law.

In the event of any default, at the option of JCIDA, the rate of interest shall be increased to ten (10) percentage points plus the interest rate otherwise applicable on the Loan.

14. ASSIGNMENT: Borrower may not assign its rights under this letter. Any such assignment shall be null and void.

15. PREPAYMENT PENALTY: Not Applicable.

16. ADDITIONAL TERMS:

a) Adequate fire and liability insurance (listing JCIDA as additional insured) to be maintained with limits in accordance with the terms of the LDA for the life of the Bridge Loan naming Jefferson County Industrial Development Agency as mortgagee and loss payee. A copy of a binder or policy indicating such must be provided to the JCIDA at closing.

17. LOAN AGREEMENT: When and if the Bridge Loan described in this letter is consummated, this letter will be superseded by a Loan Agreement for the life of the Bridge Loan.

If the terms and conditions of the letter are acceptable to you, please sign below and return this letter to the undersigned within the next twenty (20) days. This commitment, upon acceptance by you, shall be valid for ninety (90) days from receipt of your acceptance. The JCIDA sincerely appreciates the opportunity to be of service to you in this matter. Please contact me at 315-782-5865 with any questions, thank you.

Sincerely yours,

David J. Zembiec

David J. Zembiec
Chief Executive Officer

ACCEPTANCE: UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

Accepted by:

Convalt Energy, Inc.

By:______________________________ ________________
Hari Achuthan Date
Chairman & CEO

Guarantor(s)

Hari Achuthan	Date
Hari Achuthan ACO Investment (Parent Company)	Date
Hari Achuthan Convalt Manufacturing, LLC	Date

AUTHORIZING RESOLUTION

(Convalt Energy, Inc. – Bridge Loan for Convalt Manufacturing, LLC Project)

A regular meeting of the Jefferson County Industrial Development Agency convened on Thursday May 5, 2022 at 8:30 a.m.

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

Resolution No. 05.05.2022.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) APPROVING A BRIDGE LOAN APPLICATION SUBMITTED BY CONVALT ENERGY, INC. IN CONNECTION WITH A $1,050,000 BRIDGE LOAN (THE "BRIDGE LOAN") FOR THE PLANNING, DESIGN, ENGINEERING, PRE-CONSTRUCTION EQUIPPING AND OTHER SOFT COSTS IN CONNECTION WITH A CERTAIN PROJECT (AS DESCRIBED BELOW) TO BE UNDERTAKEN BY CONVALT MANUFACTURING, LLC (THE "COMPANY"); (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS AND AGREEMENTS IN CONNECTION WITH ISSUANCE OF THE BRIDGE LOAN

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, the Agency administers and maintains a certain Revolving Loan Fund (the "Fund") to provide financing for certain qualified projects located within the County of Jefferson (the "County"); and

WHEREAS, **CONVALT ENERGY, INC.**, for itself and/or on behalf of an entity or entities to be formed (collectively, the "Company"), has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project or projects (collectively, the "Convalt Project") consisting of: (i) the disposition by the Agency of all or portions of approximately 88.51 acres of real property owned by the Agency and located in the vicinity of State Route 12F in Town of Hounsfield, Jefferson County, New York, (ii) the planning, design, construction, equipping and operation of (a) the phased development of up to 500,000 square foot manufacturing facility to accommodate solar panel manufacturing and solar power plant generation, including building improvements for manufacturing, warehousing, office space, and related internal spaces, external parking improvements, storm water management and related site improvements, and related on and offsite utility improvements, and (b) one or more photovoltaic solar energy arrays installed for testing and energy production and sale for on and offsite usage, including panel foundations, inverters, transformers, interconnect wiring, utility connections, sitework, landscaping, fencing, security and related improvements (collectively, the "Convalt Improvements"), and (iii) the acquisition in and around the Improvements and of certain items of equipment and other tangible personal property and equipment (the "Convalt Equipment" and, collectively with the Land and the Improvements, the "Convalt 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 one or more leasehold interests in the Convalt Facility for a period of time and sublease such interest in the Facility back to the Company; and

WHEREAS, as and for the first phase of the Convalt Project, the Company, by and through affiliate **Convalt Manufacturing, LLC** (the "Owner"), is requesting that the Agency consider undertaking the first phase of a Project (the "Project") consisting of: (i) the disposition by the Agency of all or portions of approximately 88.51 acres of real property owned by the Agency and located in the vicinity of State Route 12F in Town of Hounsfield, Jefferson County, New York (the "Land", being more particularly described as one or more tax parcels as may be subdivided and/or merged, including TMID Nos 81.00-1-14.1 (29.93 acres), 81.00-1-13.1 (33.49 acres), 82.00-3-2.2 (8.45 acres), 81.00-3-2.3 (7.27 acres), and 82.00-3-5 (10.78 acres)), (ii) the planning, design, construction, equipping and operation of an approximately 300,000 square foot manufacturing facility to accommodate solar panel manufacturing and solar power plant generation, including building improvements for manufacturing, warehousing, office space, and related internal spaces, external parking improvements, storm water management and related site improvements, and related on and offsite utility 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, by resolution adopted July 9, 2021 (the "Initial Project Resolution"), the Agency accepted the Company's Application for Financial Assistance, and, among other matters, authorized the terms for disposition of all or portions of the Land to the Company (the "Disposition"), which was memorialized in a certain Land Development Agreement with

Exclusive Option and License ("LDA"), which was executed by the Agency and the Company and dated as of September 15, 2021; and

WHEREAS, in furtherance of the Project, the Company has applied to the Agency for a certain Bridge Loan in the amount of $1,050,000 (the "Bridge Loan"), the proceeds of which would be used exclusively for equipment acquisition and working capital for the Project, and specifically for project planning, design, engineering, equipment purchases and other pre-construction and other softs costs directly associated with the Project to be owned by the Owner; and

WHEREAS, the Bridge Loan will be capitalized with (i) $850,000 allocated by the Agency from the Fund, and (ii) $200,000 provided through a participation agreement with the Sackets Harbor Local Development Corporation ("SHLDC"), with the Agency serving as lead lender; and

WHEREAS, the terms and conditions of the Bridge Loan have been memorialized within a Commitment Letter from the Agency to the Company, dated as of April 29, 2022 (the "Commitment Letter"), which has been accepted by the Company and guarantor principal Hari Achuthan, the Owner and ACO Investment (the "Guarantors"); and

WHEREAS, the Agency desires to approve the issuance of the Bridge Loan, along with the execution and delivery of certain documents and agreements with the Company and Guarantors, all as more particularly set forth within the Commitment Letter (herein, the "Loan Documents", as more particularly described herein).

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 extend the Bridge Loan in furtherance of the Project; and

(C) Subject to the terms and conditions set forth herein, 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 Hounsfield, 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. Subject to the Company and Guarantors executing the Loan Documents and satisfying the conditions set forth within the Commitment Letter, the Agency hereby authorized the issuance of the Bridge Loan to the Company. The Bridge Loan shall be issued by the Agency as lead lender with (i) $850,000 appropriated and allocated from the Fund; and (ii) $200,000 in participation funding received from SHLDC.

Section 3. The Agency hereby authorizes the Chairman (or Vice Chairman) and/or Executive Director of the Agency, on behalf of the Agency, to execute and deliver the Loan Documents, with shall include: SHLDC Participation and Intercreditor Agreements, Promissory Note, Loan Agreement, Security Agreement, UCC filings, and related documents, all subject to the Company and Guarantors delivering: Guaranty of Hari Achuthan, Individually, Guaranty of ACO Investment, Guaranty of the Owner, General Certificate of the Company, General Certificate of ACO Investment, General Certificate of Owner, and an opinion of Company Counsel, all as approved to form by the Executive Director and counsel to the Agency, with such changes, variations, omissions and insertions as authorized by the Chairman, Vice Chairman and/or Executive Director of the Agency, the execution thereof by the Chairman, Vice Chairman and/or Executive Director of the Agency to constitute conclusive evidence of such approval.

Section 4. Harris Beach PLLC, as General and Transaction Counsel for the Agency, is hereby authorized to work with counsel to the Company and others to close the Bridge Loan. prepare for submission to the Agency all documents necessary to effect the conduct of the Public

Section 5. 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 6. The officers, employees and agents of the Agency are hereby authorized and directed for an 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 7. 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 May 5, 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, Secretary

[SEAL]

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 40

Authorizing Agreement with Jefferson County Industrial Development Agency in Relation to the American Rescue Plan Act

By Legislator: John D. Peck

Whereas, By Resolution 243 of 2021, this Board of Legislators accepted American Rescue Plan Act funding to provide resources to respond to COVID-19 and address its economic fallout, and

Whereas, This Board desires to allocate funding to help meet pandemic response needs, mitigate financial hardships for local business, expand high quality child care and address infrastructure needs.

Now, Therefore, Be It Resolved, That the County of Jefferson shall enter into an agreement with the Jefferson County Industrial Development Agency (JCIDA) for the provision of services in the form of administration and operation of certain programs for the benefit of the citizens of Jefferson County including the following:

- Small Business productivity improvement and incumbent worker training
- Rental property deferred maintenance program
- Local foods resiliency initiative
- Expansion of childcare services
- PCB Remediation at 146 Arsenal Street
- Expansion of sewer service to Business Park adjacent to airport

and be it further

Resolved, That the County of Jefferson shall provide $4,559,000 from American Rescue Plan Act funds to the JCIDA for services so provided under the agreement and administration of the program, and be it further

Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute such agreement, subject to approval of the County Administrator and County Attorney as to form and content, and be it further

Resolved, That JCIDA shall refund to the County any unobligated funds remaining once all assigned tasks have been fully completed no later than December 31, 2024, and be it further

Resolved, That at any time as the Board of Legislators may request, the JCIDA shall report in writing to this body a detailed statement of work and transactions completed in such form as it may direct.

Seconded by Legislator: Daniel R. McBride

JEFFERSON COUNTY BOARD OF LEGISLATORS
Resolution No. 243

Accepting Funding from the American Rescue Plan Act and
Amending the 2021 County Budget in Relation Thereto

By Legislator: Robert W. Cantwell, III

Whereas, The American Rescue Plan Act (ARPA) is providing an infusion of resources to State, local, territorial and Tribal governments to respond to COVID-19 and address its economic fallout, and

Whereas, Each governmental unit has flexibility to use this funding to meet local needs – including support for households, small business, impacted industries, and communities hit hardest by the crisis, as well as investing in water, sewer and broadband infrastructure, and

Whereas, Jefferson County has received $10,666,983.50 in ARPA funding, and

Whereas, This funding will be allocated to meet small business, landlords and non-for-profit organization needs; address agriculture and tourism sector challenges; replace lost County revenue, strengthen County services and address infrastructure needs, and

Whereas, The Board has identified much of the funding for allocation, with the remainder to be allocated in the future.

Now, Therefore, Be It Resolved, that Jefferson County hereby accepts said funding and authorizes the Chairman of the Board of Legislators to sign any and all documents necessary to accept such funding, subject to the approval of the County Attorney and County Administrator as to form and content, and be it further

Resolved, That the 2021 County Budget is hereby amended as follows:

Increase:

Revenue		
21104500 94089	Fed Aid - ARPA	$10,478,996
Expenditure		
21104500 04975	Public Health Response	$ 694,382
21104500 04976	Negative Economic Impacts	4,434,614
21104500 04977	General Government Services	3,850,000
21104500 04978	Water, Sewer, Broadband	1,500,000

Seconded by Legislator: Patrick R. Jareo

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made effective as of the_____ day of May, 2022, by and between

COUNTY OF JEFFERSON, a municipal corporation of the State of New York, with principal offices located at 195 Arsenal Street, Watertown, New York 13601 (hereinafter referred to as **"COUNTY"),**

- and -

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefits corporation of the State of New York, with principal offices located at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601 (hereinafter referred to as **"JCIDA"),**

WITNESSETH:

WHEREAS, COUNTY has received funding from United States Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to respond to economic and public health impacts of COVID-19, and

WHEREAS, COUNTY has selected JCIDA as a sub-recipient to provide services in the form of administration and operation of certain programs for the benefit of the citizens of Jefferson County in an amount of up to $4,559,000.00, and

WHEREAS, the programs will address pandemic response needs, mitigate financial hardships for local business, expand high quality child care, and address infrastructure needs, and

WHEREAS, COUNTY and JCIDA wish to enter into an agreement describing the respective duties of each party in relation to these programs.

NOW THEREFORE, the COUNTY and JCIDA agree as follows:

SECTION 1. CONTENTS OF AGREEMENT

The following documents, laws and regulations are incorporated by reference into this Agreement, and made a part hereof, as if fully set out in their entirety:

A) Resolution No. 40 of 2022 of the Jefferson County Board of Legislators.

B) Resolution No. 243 of 2021 of the Jefferson County Board of Legislators.

C) U.S. Department of the Treasury Compliance and Reporting Guidance for SLFRF (as now in effect and as may be revised from time to time);

D) Applicable federal and State laws and regulations, as may be amended from time to time, including, but not limited to 2 C.F.R. Part 200.

JCIDA hereby acknowledges receipt from COUNTY of complete copy of "Compliance and Reporting Guidance for SLFRF".

SECTION 2. TERM OF AGREEMENT

This Agreement shall commence on the date set out above, and shall remain in effect until December 31, 2024.

SECTION 3. SUSPENSION OR TERMINATION

If JCIDA materially fails to comply with any duty imposed on it in relation to this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, this Agreement, or elsewhere, the COUNTY may, upon written notice to JCIDA, take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the JCIDA or more severe enforcement action by the COUNTY,
(2) Disallow all or part of the cost of the activity or action not in compliance,
(3) Wholly or partly suspend or terminate the Agreement,
(4) Withhold further payments for the programs, individually or collectively, or
(5) Take other remedies that may be legally available.

Program costs of the JCIDA resulting from obligations incurred by the JCIDA during a suspension or after termination of this Agreement are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other JCIDA costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the JCIDA before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes effect.

In the event of termination or expiration of this Agreement, JCIDA shall transfer to COUNTY any of the SLFRF funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of said funds. JCIDA shall likewise immediately transfer all accounting records and documentation of any kind in its possession relative to the administration of the programs.

SECTION 4. JCIDA PROGRAM EXECUTION RESPONSIBILITIES

JCIDA shall undertake all necessary steps to complete the programs listed:

(1) Small business productivity improvement and incumbent worker training.	$425,000.00
(2) Rental property deferred maintenance program.	$425,000.00
(3) Local foods resiliency initiative.	$400,000.00
(4) Expansion of childcare services.	$809,000.00
(5) PCB Remediation at 146 Arsenal Street.	$1,000,000.00
(6) Expansion of sewer service to Business Park adjacent to airport.	$1,500,000.00

All laws, regulations, rules, procedures, conditions and requirements as may apply to a subrecipient including, but not limited to those set forth in Section 1 of this agreement, shall apply to the activities of JCIDA under this Agreement, and it shall be an obligation of JCIDA under this Agreement to fully comply with same.

JCIDA, as subrecipient, will be fully responsible for providing all necessary documentation to COUNTY to support full and complete delivery of the programs. The JCIDA will be responsible for all other implementation tasks pertaining to the programs that are unrelated to SLFRF administration.

JCIDA shall be responsible for development and execution of all implementation details, program monitoring and close-out activities.

JCIDA shall maintain appropriate forms, records and systems, for reporting and documentation of program costs, program beneficiaries, and all other information required to be maintained pursuant to the rules, regulations, and policies applicable to the SLFRF.

JCIDA shall comply with all applicable State and federal equal employment opportunity requirements.

JCIDA shall comply with the applicable Uniform Administrative Requirements as described in 2 C.F.R. Part 200.

JCIDA shall take all other reasonable actions as may be necessary to effect the programs as approved by COUNTY in a manner consistent with the SLFRF laws, regulations, and policies, and where such actions are not specifically the responsibility of the COUNTY pursuant to this Agreement or by law or regulation.

SECTION 5. PAYMENT FOR PROGRAM COSTS

The payment of SLFRF funds by COUNTY to JCIDA is conditioned upon JCIDA incurring costs permitted under the terms of this Agreement or as otherwise approved by COUNTY in writing.

The SLFRF funds to be paid hereunder to JCIDA shall not exceed $4,559,000.00 for the programs collectively. Any additional funds required to complete the programs shall be the sole responsibility of JCIDA. The SLFRF funds are based on cost estimates submitted by JCIDA to the COUNTY. COUNTY reserves the right to reduce the SLFRF funds (i) to conform to any revision to which the COUNTY and JCIDA agree; or (ii) if the final cost for the approved activities for the program(s) to be funded by the SLFRF funded are less than those budgeted.

COUNTY will pay to JCIDA $2,209,000.00 upon execution of this agreement for programs; Local Food Resiliency Initiative, Expansion of Childcare Services, and PCB Remediation at 146 Arsenal Street and the balance of $2,350,000.00 for remaining programs on or after August 1, 2022. JCIDA will provide monthly (1) documented expenses for each program; and (2) a certification that with respect to each program that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.

Payment of SLFRF FUNDS shall otherwise be subject to COUNTY's existing procedures for audit and payment of claims.

SECTION 6. ACCOUNTING AND RECORDS

JCIDA will set up and follow accounting practices which strictly monitor the receipt and disbursal of all SLFRF funds. JCIDA will coordinate with COUNTY to assure that such practices meet all requirements and that there are no undue delays in the receipt and expenditure of funds and the implementation of the programs. All records relative to receipt of funds, funding documentation, review and approval documents, all expenditures of funds, and any other documentation required by COUNTY shall be maintained by JCIDA throughout the life of this Agreement and for a period of six years thereafter. Any such documentation shall be made available at any and all reasonable times and places as required by COUNTY, or any other duly authorized representative of the State or federal government for review or auditing. JCIDA shall fully cooperate with any and all reasonable requests of COUNTY for provision of records, review of documents, auditing or accounting activities as COUNTY in its sole discretion deems necessary and appropriate.

SECTION 7.

This Section intentionally left blank.

SECTION 8. USE AND REVERSION OF ASSETS

Upon expiration of this Agreement, JCIDA shall transfer to the COUNTY any SLFRF funds on hand which have not been used for SLFRF purposes.

SECTION 9. AUDIT

Annually during the term of this Agreement and for three years thereafter, JCIDA shall provide COUNTY with a copy of the JCIDA Single Audit. Such Audit shall be completed in a timely fashion in accordance with currently relevant OMB Circulars and in accordance with all requirements of SLFRF.

SECTION 10. GRANT CONDITIONS

JCIDA acknowledges it has reviewed the SLFRF Compliance and Reporting Guidance and fully agrees to comply with all terms and conditions of this document as is applicable to SLFRF subrecipients.

JCIDA acknowledges and agrees that use of funds pursuant to this agreement is subject to to 31 C.F. R. Part 35, §35.10 and that any amount of program funds used in violation of Part 35 may be recouped by the Secretary of the Treasury. In the event of notification of violation by the Secretary, JCIDA and its subcontractors agree to assist COUNTY in responding to and defending said violations with records, testimony or other cooperation as requested by COUNTY. In the event of a final determination of recoupment, the obligation to defend and indemnify under Paragraph 12 of this Agreement shall apply.

SECTION 11. INSURANCE

JCIDA shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to JCIDA resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on JCIDA'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on JCIDA'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of JCIDA and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, JCIDA irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by JCIDA shall not in any way limit JCIDA's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the JCIDA'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, JCIDA shall submit to COUNTY certificates of insurance evidencing JCIDA's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The JCIDA shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that JCIDA's Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, JCIDA shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of JCIDA under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that JCIDA'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

SECTION 12. INDEMNIFICATION

JCIDA agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind of nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the activities, work or operations of JCIDA in the performance of this Agreement and the programs; or (b) JCIDA's failure to comply with any of the provisions of this Agreement or of the Law.

Insofar as the facts and Law relating to any claim would preclude COUNTY, or its officers, employees or agents, from being completely indemnified by JCIDA, COUNTY and officers, agents and employees, shall be partially indemnified by JCIDA to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by JCIDA, shall be deemed to be that of JCIDA for the purposes of the JCIDA obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by JCIDA is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve JCIDA of any of its duties under this Section.

SECTION 13. INDEPENDENT CONTRACTOR STATUS

The relationship of JCIDA to COUNTY shall be that of independent contractor. JCIDA, in accordance with its status as an independent contractor, agrees that it will neither hold itself out or claim to be an officer or employee of COUNTY by reason thereof. Further, that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of COUNTY, including, but not limited to, civil service, workers' compensation, unemployment insurance, social security or retirement coverage.

SECTION 14. ASSIGNMENT

This Agreement shall not be assigned by JCIDA to any other entity without the express written consent of the COUNTY. Any attempted assignment shall be void. Nothing in this Section 12 shall be construed as prohibiting JCIDA from subcontracting work under this Agreement as provided by Section 15.

SECTION 15. SUBCONTRACTING

It is understood and agreed that JCIDA may subcontract some or all program functions to the Jefferson County Local Development Corporation or other entity. In such event, JCIDA shall:

A) require any contractor, subcontractor or agent to comply with all applicable federal, State, and local laws and regulations;

B) adopt and perform such review and inspection procedures as are necessary to ensure compliance by any contractor, subcontractor or agent with all applicable federal, State, and local laws and regulations;

C) require any contractor, subcontractor or agent to defend, indemnify and hold harmless COUNTY and JCIDA, and COUNTY's and JCIDA's respective officers, employees and agents from any and all claims arising out of or resulting from (i) performance, or failure in performance of this Agreement by contractor, subcontractor or agent, (ii) the legally culpable acts or omissions of the contractor, subcontractor or agent, or (iii) from the legal relationship of such contractor, subcontractor or agent to COUNTY or JCIDA resulting from this Agreement. If the law or facts of any claim prevent such contractor, subcontractor, or agent from fully indemnifying the parties, specified herein, such contractor, subcontractor, or agent shall partially indemnify such parties to the fullest extent permitted by law.

D) remain fully obligated under this Agreement notwithstanding its designation of a contractor, subcontract, or agent to undertake all or any portion of the project.

E) comply with all applicable provisions of the SLFRF Administration Manual, and the laws, regulations and procedures set forth therein, including, but not limited to, provisions respecting: civil rights; employment opportunities; procurement and contracting; wages, benefits, and terms of conditions of employment; and record keeping and reporting.

SECTION 16. SET OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the COUNTY's option to withhold for the purposes of set off any monies due to the JCIDA under this Agreement up to any amounts due and owing to the COUNTY with regard to this contract, and any other contract with any other Department or Agency of the COUNTY, including any contract commencing prior to the term of this contract, plus any amounts due and owing to the COUNTY for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SECTION 17. NONWAIVER

The COUNTY's failure to insist upon strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

SECTION 18.

This section intentionally left blank.

SECTION 19. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and interpreted according to the laws of the State of New York, and all disputes shall be presented in a New York State court of competent jurisdiction located within Jefferson County, New York.

SECTION 20. THIRTY PARTY RELATIONSHIPS

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the COUNTY or JCIDA.

SECTION 21. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then each party shall be relieved from any obligation arising from such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

SECTION 22. CAPTIONS

Captions of sections, paragraphs, subparagraphs, and clauses of this Agreement are for convenience and reference only.

SECTION 23. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Contract shall be deemed to be incorporated herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such correct insertion.

SECTION 24. NOTICES

Any notice required to be provided, or felt necessary by either party to this Agreement, shall be complete when received by the party to whom it is transmitted in writing to the following individuals at the following addresses: Any notice required to be given by one party to the other relative to this Agreement shall be directed to the individual at the address listed below:

COUNTY -	Jefferson County Administrator 195 Arsenal Street Watertown, New York 13601
JCIDA -	Chief Executive Officer, JCIDA 800 Starbuck Avenue Watertown, New York 13601

SECTION 25. SURVIVING OBLIGATIONS

The following provisions of this Agreement shall survive the termination and expiration hereof: Section 1; that portion of Section 3 respecting the obligations of the Parties following termination; Section 6; Section 9; Section 10; Section 19; Section 21 and Section 24.

SECTION 26. COMPLETE AGREEMENT AND AMENDMENT

This Agreement, including the attachments hereto, constitutes the entire agreement between the parties concerning the SLFRF, and supercedes all prior oral and written agreements with respect to the SLFRF. This Agreement may not be enlarged, modified, amended or otherwise altered except in a writing duly executed by an authorized officer or representative of both parties.

IN WITNESS WHEREFORE, the parties hereto have set their hands as of this ____ day of May______, 2022

COUNTY OF JEFFERSON

By: ______________________________
Name: William W. Johnson
Title: Chairman, Jefferson County Board of Legislators

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:
Name:
Title: ______________________________

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ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF JEFFERSON ss:

On this _____ day of _________________ 2022, before me personally came **WILLIAM W. JOHNSON** to me personally known, who, being by me duly sworn, did depose and say that he is Chairman of the Board of Legislators for the County of Jefferson, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said County of Jefferson; that seal affixed to said instrument is such county seal; that is was so affixed by Resolution of the Board of Legislators of the County of Jefferson; and that he signed his name thereto by like order.

____
NOTARY PUBLIC

STATE OF NEW YORK

COUNTY OF JEFFERSON ss:

On this ________ day of ____________, 2022 before me personally came__________ ____________________to me personally known, who, being by me duly sworn, did depose and say that he/she is____, of ____________________, the corporation described in and which executed the foregoing instrument and that he/she executed said instrument for and in behalf of said corporation.

____
NOTARY PUBLIC

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AGREEMENT
Between
Jefferson County Industrial Development Agency (JCIDA)
800 Starbuck Avenue, Watertown, NY 13601
And
Jefferson County Local Development Corporation (JCLDC)
800 Starbuck Avenue, Watertown, NY 13601
For Delivery of
Pandemic Relief Programs in Relation to the American Rescue Plan Act

May 5, 2022

WHEREAS, Jefferson County (COUNTY) has received funding from United States Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to respond to economic and public health impacts of COVID-19, and

WHEREAS, the COUNTY has selected the JCIDA as a sub-recipient to provide services in the form of administration and operation of certain programs to address pandemic response needs, mitigate financial hardships for local business, expand high quality child care, and address infrastructure needs for the benefit of the citizens of Jefferson, and

WHEREAS, the JCIDA wishes to sub-contract the delivery of certain programs through the JCLDC;

NOW THEREFORE, the JCIDA and JCLDC agree as follows:

SECTION 1. TERM OF AGREEMENT

This Agreement shall commence on the date set out above, and shall remain in effect until December 31, 2024.

SECTION 2. JCLDC PROGRAM EXECUTION RESPONSIBILITIES

JCLDC shall undertake all necessary steps to complete the programs listed:

(1) Small business productivity improvement and incumbent worker training.	$425,000.00
(2) Rental property deferred maintenance program.	$425,000.00
(3) Local foods resiliency initiative.	$400,000.00
(4) Expansion of childcare services.	$809,000.00

JCLDC shall be responsible for development and execution of all implementation details, program monitoring and close-out activities.

JCLDC will be fully responsible for providing all necessary documentation to the JCIDA to support full and complete delivery of the programs.

JCLDC shall maintain appropriate forms, records and systems, for reporting and documentation of program costs, program beneficiaries, and all other information required to be maintained pursuant to the rules, regulations, and policies applicable to the SLFRF.

JCLDC shall comply with all applicable State and federal equal employment opportunity requirements.

JCLDC shall comply with the applicable Uniform Administrative Requirements as described in 2 C.F.R. Part 200, and shall take all other reasonable actions as may be necessary to effect the programs in a manner consistent with the SLFRF laws, regulations, and policies.

SECTION 3. ACCOUNTING AND RECORDS

JCLDC will set up and follow accounting practices which strictly monitor the receipt and disbursal of all SLFRF funds. JCLDC will coordinate with JCIDA to assure that such practices meet all requirements and that there are no undue delays in the receipt and expenditure of funds and the implementation of the programs. All records relative to receipt of funds, funding documentation, review and approval documents, all expenditures of funds, and any other documentation required by JCIDA and COUNTY shall be maintained by JCLDC throughout the life of this Agreement and for a period of six years thereafter. Any such documentation shall be made available at any and all reasonable times and places as required by JCIDA, the COUNTY, or any other duly authorized representative of the State or federal government for review or auditing. JCLDC shall fully cooperate with any and all reasonable requests of JCIDA and COUNTY for provision of records, review of documents, auditing or accounting activities as the JCIDA or the COUNTY, by their sole discretion, deems necessary and appropriate.

SECTION 4. USE AND REVERSION OF ASSETS

Upon expiration of this Agreement, JCLDC shall transfer to the JCIDA any SLFRF funds on hand which have not been used for SLFRF purposes specified in **Section 2** of this agreement.

SECTION 5. AUDIT

Annually during the term of this Agreement and for three years thereafter, JCLDC shall provide the JCIDA with a copy of the JCLDC Single Audit. Such Audit shall be completed in a timely fashion in accordance with currently relevant OMB Circulars and in accordance with all requirements of SLFRF.

SECTION 6. GRANT CONDITIONS

JCLDC acknowledges it has reviewed the SLFRF Compliance and Reporting Guidance and fully agrees to comply with all terms and conditions of this document as is applicable to SLFRF subrecipients.

JCLDC acknowledges and agrees that use of funds pursuant to this agreement is subject to 31 C.F. R. Part 35, §35.10 and that any amount of program funds used in violation of Part 35 may be recouped by the Secretary of the Treasury. In the event of notification of violation by the Secretary, JCLDC and its subcontractors agree to assist the JCIDA and COUNTY in responding to and defending said violations with records, testimony or other cooperation as requested by JCIDA and COUNTY. In the event of a final determination of recoupment, the obligation to defend and indemnify under Paragraph 12 of this Agreement shall apply.

SECTION 7. INSURANCE

JCLDC shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to JCLDC resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The JCLDC, COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on JCLDC'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the JCIDA, the COUNTY, its officers, employees and agents on JCLDC'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of JCLDC and not those of the JCIDA or COUNTY.

Notwithstanding anything to the contrary in this Agreement, JCIDA irrevocably waives all claims against the JCIDA and the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by JCLDC shall not in any way limit JCLDC's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to JCIDA and the COUNTY in accordance with the terms of the JCLDCS policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, JCLDC shall submit to JCIDA certificates of insurance evidencing JCLDC's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The JCLDC shall furnish the appropriate ACORD Form Certificate of Insurance to the JCIDA to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

SECTION 8. INDEMNIFICATION

JCLDC agrees to indemnify, defend and hold harmless JCIDA, the COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind of nature (including, without limitation, attorney's fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the activities, work or operations of JCLDC in the performance of this Agreement and the programs; or (b) JCLDC's failure to comply with any of the provisions of this Agreement or of the Law.

Insofar as the facts and Law relating to any claim would preclude COUNTY, or its officers, employees or agents, from being completely indemnified by JCLDC, the JCIDA, COUNTY and officers, agents and employees, shall be partially indemnified by JCLDC to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by JCLDC, shall be deemed to be that of JCLDC for the purposes of the JCLDC obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by JCLDC is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve JCLDC of any of its duties under this Section.

PROVISIONS:

1. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the JCIDA, the JCLDC, and their respective successors and assigns.

2. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

3. Amendments, Changes and Modifications. Neither this Agreement nor any of the Project Documents may be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

4. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

SIGNED:

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

________________________________ __________

Robert E. Aliasso, Jr., Board Chairman Date

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

________________________________ __________

David J. Zembiec, Chief Executive Officer Date

PROVISIONS:

6. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and their respective successors and assigns.

7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. Amendments, Changes and Modifications. Neither this Agreement nor any of the Project Documents may be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

9. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein.

Jefferson County Industrial Development Agency
MRB Cost Benefit Calculator

Date	April 26, 2022
Project Title	CONVALT WAREHOUSE
Project Location	CITY OF WATERTOWN

MRB group
Cost-Benefit Analysis Tool powered by MRB Group

Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

Project Total Investment
$4,200,000

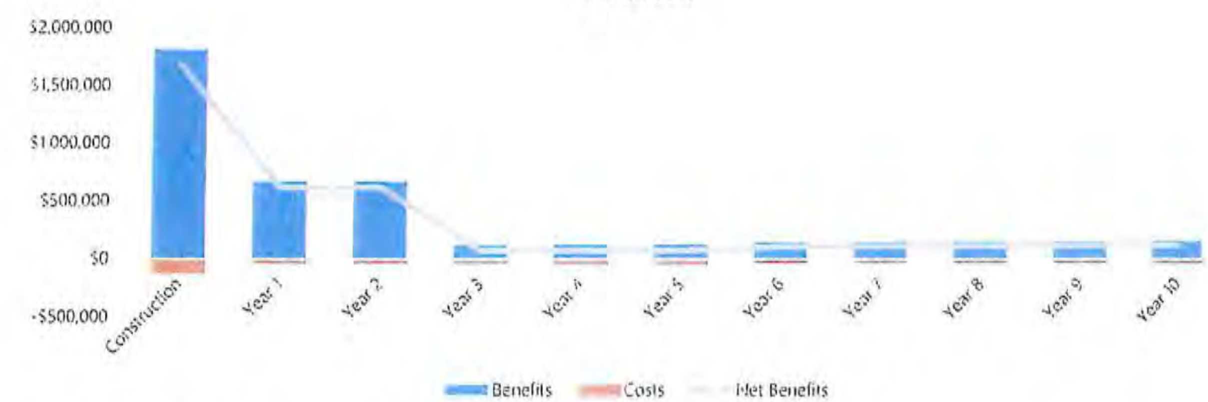
Temporary (Construction)

	Direct	Indirect	Total
Jobs	14	7	20
Earnings	$1,389,484	$317,406	$1,706,890
Local Spend	$3,360,000	$1,139,813	$4,499,813

Ongoing (Operations)
Aggregate over life of the PILOT

	Direct	Indirect	Total
Jobs	1	1	2
Earnings	$2,174,427	$491,690	$2,666,117

Figure 1



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

Figure 2

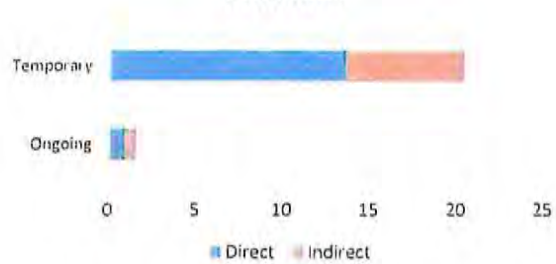
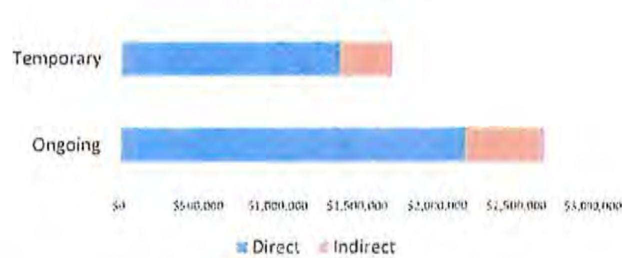


Figure 3



Ongoing earnings are all earnings over the life of the PILOT.

Fiscal Impacts

MRB | *group*

Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	$502,797	$442,134
Sales Tax Exemption	$120,000	$120,000
Local Sales Tax Exemption	*$60,000*	*$60,000*
State Sales Tax Exemption	*$60,000*	*$60,000*
Mortgage Recording Tax Exemption	$7,500	$7,500
Local Mortgage Recording Tax Exemption	*$2,500*	*$2,500*
State Mortgage Recording Tax Exemption	*$5,000*	*$5,000*
Total Costs	$630,297	$569,634

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	$4,903,173	$4,537,506
To Private Individuals	$4,373,006	$4,098,807
Temporary Payroll	*$1,706,890*	*$1,706,890*
Ongoing Payroll	*$2,666,117*	*$2,391,917*
Other Payments to Private Individuals	*$0*	*$0*
To the Public	$530,167	$438,699
Increase in Property Tax Revenue	*$499,556*	*$410,007*
Temporary Jobs - Sales Tax Revenue	*$11,948*	*$11,948*
Ongoing Jobs - Sales Tax Revenue	*$18,663*	*$16,743*
Other Local Municipal Revenue	*$0*	*$0*
State Benefits	$227,396	$213,138
To the Public	$227,396	$213,138
Temporary Income Tax Revenue	*$76,810*	*$76,810*
Ongoing Income Tax Revenue	*$119,975*	*$107,636*
Temporary Jobs - Sales Tax Revenue	*$11,948*	*$11,948*
Ongoing Jobs - Sales Tax Revenue	*$18,663*	*$16,743*
Total Benefits to State & Region	$5,130,570	$4,750,644

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	$4,537,506	$504,634	9:1
State	$213,138	$65,000	3:1
Grand Total	$4,750,644	$569,634	8:1

*Discounted at 2%

Additional Comments from IDA

Estimated appraised value at $2,000,000. Four parcels Church- 1 City of Watertown & 1 Town of Pamelia . The rear slab is the same.

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:
Convalt Manufacturing LLC

Applicant Address:
800 Starbuck Avenue, A15, Watertown, NY 13601

Phone:
212-683-0400

E-mail:
hari.achuthan@acoinvestment.com

Application Date: April 20, 2022

Internal Use Only
Staff Signature and Date of Submission: David J Zembiec
Completed Application Date: 4/27/22 Staff Initial ______

Revised Date: ______, Revision #: ______

Document Date: February 14, 2022

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 – 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

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 – 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 - $2,000.00

Renewable Energy Projects: Annual Administrative Fee - $1,500.00

Point of Contact: David Zembiec - CEO JCIDA +1 (315)782-5865

Revised Date:____________________, Revision #:____________________

Document Date: 2/14/2022

Section I: Applicant Information

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

A) Applicant Information-company receiving benefit:

Applicant Name: Convalt Manufacturing LLC

Applicant Address: 800 Starbuck Avenue, A15, Watertown, NY 13601

Phone: 212-683-0400 Fax: ____

Website: www.convalt.com E-mail: hari.achuthan@acoinvestment.com

Federal ID#: 86-3101751 NAICS: ____

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

What is the name of the Real Estate Holding Company: Convalt Manufacturing LLC

Federal ID#: ____

State and Year or Incorporation/Organization: Delaware, April 2021

List of stockholders, members, or partners of Real Estate Holding Company:
Convalt Energy, Inc.

Renewable Energy Projects: Attach ownership chart and indicate companies that will eventually own and operate project ____

B) Individual Completing Application:

Name: Hari Achuthan

Title: Managing Director & CEO

Address: 800 Starbuck Avenue, A15, Watertown, NY 13601

Phone: 212-683-0400 Fax: ____

E-Mail: hari.achuthan@acoinvestment.com

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

Name: ____

Title: ____

Address: ____

Phone: ____ Fax: ____

E-Mail: ____

Revised Date: ____, Revision #: ____

Document Date: 2/14/2022

D) Company Counsel:

Name of Attorney: ____________________

Firm Name: ____________________

Address: ____________________

Phone: ____________________ Fax: ____________________

E-mail: ____________________

E) Identify the assistance being requested of the Agency (select all that apply):

1. Exemption from Sales Tax ■ Yes or ☐ No
2. Exemption from Mortgage Tax ■ Yes or ☐ No
3. Exemption from Real Property Tax ■ Yes or ☐ No
4. Tax Exempt Financing * ☐ Yes or ☐ No

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

F) Applicant Business Information (check appropriate category):

Corporation	☐	Partnership	☐
Public Corporation	☐	Joint Venture	☐
Sole Proprietorship	☐	Limited Liability Company	☒

Other (please specify) ____________________

Year Established: 2021

State in which Organization is established: Delaware

G) List all applicant stockholders, members or partners with % of ownership greater than 5% (including all parent entities) [INCLUDE CHART]

NOTE: All applicants must include a current ownership chart reflecting equity ownership. Applications will not be accepted or deemed complete without this information.

The Agency's acceptance of this application will be specific to the existing equity ownership of the applicant and the Agency's ultimate approval is likewise specific to the applicant equity ownership (the taxpayer beneficiaries of the Agency's financial assistance). The Agency's approval of any proposed project shall be specific to the equity ownership of the Company at the time of application to the Agency. The Agency's approval of any financial assistance, including real property tax exemptions, is non-transferrable and may not be assigned or assumed without the Agency's prior written consent. Any transfer in excess of fifty percent (50%) of the equity voting interests of the Company (including all parent companies of the Company through and including the ultimate taxpayer(s) owning or controlling the Company), other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any proposed assignment shall require the prior written consent of the Agency upon written application no less than 45 days prior to a regularly scheduled meeting of the Agency.

Name	% of ownership
Hari Achuthan	55%
Todd Sandoz	19%
Don Pollard	5%

H) Applicant Business Description:

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

Estimated % of sales within Jefferson County: 5%

Estimated % of sales outside Jefferson County, but within New York State: 20%

Estimated % of sales outside New York State but within the U.S.: 65%

Estimated % of sales outside the U.S. 10%

(*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.

50%

Revised Date:__________, Revision #:__________

Document Date: 2/14/2022

Section II: Project Description & Details

A) Project Location:

List your current operation(s) locations in Jefferson County:
Offices in Watertown, staff of 20 and working on developing 350,000 sq ft manufacturing plant

List your current operation(s) locations in New York State:
Watertown, NY headquarters and office in New York city

Provide the Property Address of the proposed Project:
100 Purdy Avenue a/k/a 709 Rear Pearl Street, Watertown, NY 13601 (Jefferson County SBL 4-09-104.100), and b) VL Purdy Avenue, Pamelia, NY (Jefferson County SBL 74.00-2.33.1)

511 Pearl Street (former Empire Recycling Building), 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?

☐ Yes or No ☒

If Yes, please provide details ____________________

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?

☐ Yes or 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?

☐ Yes or No ☒

If Yes, please provide details ____________________

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

Revised Date:____________________, Revision #:____________________

Document Date: 2/14/2022

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?

☐ Yes or No ☒

If Yes, please provide details

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

What are the current real estate taxes on the proposed Project Site? 2493 + 2000 = 4493

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 or ☐ No. If no, please explain

Town/City/Village: Watertown & Pamelia School District: Watertown CSD & General Brown CSD

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

If No, indicate name of present owner of the Project Site: Living Waters Fellowship of Watertown, New York

Does Applicant or related entity have an option/contract to purchase the Project site? ☐ Yes or ☐ No

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): Warehouse to store solar manufacturing equipment + warehouse to store finished good - solar panels would be one of the largest warehouses in Watertown

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): We would like obtain a PILOT to help drive investments as we will creating a new warehouse and providing employment

Revised Date: , Revision #:

Document Date: 2/14/2022

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** or ☐ **No**

If Yes, please provide details: ______

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: This would create a large warehouse which does not exist in Watertown and one that is needed for development of the solar supply chain.

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant?
We will not pursue this project

C) Will Project include leasing any equipment ☒ Yes or ☐ No

If Yes, please describe: forklifts

D) Site Characteristics:

Describe the present use of the proposed Project site:
The site is currently in very bad shape and run down

Will the Project meet zoning/land use requirements at the proposed location? ☒ Yes or ☐ No

If Yes, please provide local zoning reference that applies: ______

For Renewable Energy Projects – provide acres ☐ leased or ☐ owned: ______

Revised Date: ______, Revision #: ______

Document Date: 2/14/2022

Describe the present zoning/land use: warehousing and industrial

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: ________

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: ________
None that this site is known to have. Phase 1 came back clean

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

☐ Yes or ☒ No

** 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: ________
In process

Has the Project received site plan approval from the planning department? ☐ Yes or ☒ No.

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

E) Has a Phase I Environmental Assessment been prepared, or will one be prepared with respect to the proposed project site? ☒ Yes or ☐ No If yes, please provide a copy.

F) 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?

☐ Yes or ☒ No. If yes, please provide copies of the study

G) Provide any additional information or details: ________

Revised Date: ________, Revision #: ________

Document Date: 2/14/2022

H) 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	☒	Back Office	☐
Acquisition of Existing Facility	☒	Retail	☐
Housing	☐	Mixed Use	☐
Equipment Purchase	☐	Facility for Aging	☐
Multi-Tenant	☐	Civic Facility (not for profit)	☐
Commercial	☐	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: ☐ Yes or ☒ No Services: ☐ Yes or ☒ 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.

I) Project Information:

Estimated costs in connection with Project:

Renewable Energy Projects use Cost Section on page 12.

1. Land and/or Building Acquisition: $1,150,000
   3 + 6.37 acres ______________ square feet
2. New Building Construction: 50,000 square feet $ 2,500,000
3. New Building Addition(s): __________ square feet $__________
4. Infrastructure Work $__________
5. Reconstruction/Renovation: 55,000 square feet $1,500,000
6. Manufacturing Equipment: $300,000
7. Non-Manufacturing Equipment (furniture, fixtures, etc.): $200,000
8. Soft Costs: (professional services, etc.): $50,000
9. Other, Specify: ______________________________ $__________

TOTAL Capital Costs: $5,700,000

Revised Date:______________________, Revision #:______________________________

Document Date: 2/14/2022

Project refinancing; estimated amount
(for refinancing of existing debt only) $______
Sources of Funds for Project Costs:

Bank Financing:	$ 3,700,000
Equity (excluding equity that is attributed to grants/tax credits)	$ 2,000,000
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:	$ 5,700,000

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

If Yes, describe particulars: Currently conducting minimal pre-construction site prep & clean-up. Pursuing city site plan approval & building permit for renovation & construction.

Revised Date: ______, Revision #: ______

Document Date: 2/14/2022

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	$__________
12. Total annual lease amount for project	$__________
13. 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 #:____________________

Document Date: 2/14/2022

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): $ 3,700,000

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage Amount as indicated above multiplied by __%): $ 27,750

Construction Cost Breakdown:

Total Cost of Construction $ 4,200,000 (sum of 2,3,4,5, and/or 7 in Question I, above)

Cost for materials: $ 2,500,000
% sourced in Jefferson County: 30 %
% sourced in New York State 50 % (including Jefferson County)
List major material suppliers if known ______

Cost for labor: $ 1,500,000
Expected Full-Time Equivalent Jobs during construction 20
Expected Total Labor Hours during construction 150,000
List major subcontractors, if known Lincoln Infrastructure

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:

$ 2,500,000

Estimated State and local Sales and Use Tax Benefit (product of 8 % multiplied by the figure, above):

$ 200,000

*** 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: None

Revised Date:______, Revision #:______

Document Date: 2/14/2022

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 II(I) 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 II(I) of the Application.

J) 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	20,000	650,000	14%
Warehouse	80,000 & 71,000	4,025,000	85%
Research & Development			
Commercial			
Retail (see section K)			
Office	4,000	25,000	1%
Specify Other			

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

1. Start date: acquisition of equipment or construction of facilities: May 1, 2022
2. Estimated completion date of project: July 30,2022
3. Project occupancy – estimated starting date of operations: August 1, 2022
4. Have construction contracts been signed? ☒ Yes or ☐ No
5. Has Financing been finalized? ☐ Yes or ☐ No

*** If 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.*

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L) Is the proposed Project necessary to expand Applicant employment: ☐ Yes or ☐ No

Is the proposed Project necessary to retain existing employment: ☐ Yes or ☐ 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 jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE jobs to be CREATED upon THREE Years after Project completion
**Full time (FTE)	0		1

** 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			
Professional			
Administrative			
Production			
Transportation/Logistics	1	60,000	20,000
Warehousing			
Other			
TOTAL			

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

Location Address	800 Starbuck Avenue, A15, Watertown, NY 13601	
Full time	40	
Part Time		
Total	40	

N) Will any of the facilities described above be closed or subject to reduced activity? ☐ Yes or ☒ 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? ☒ Yes or ☐ No. Out of Jefferson County? ☒ Yes or ☐ No.

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

P) What competitive factors led you to inquire about sites outside of Jefferson County or New York State?

Tax Benefits, Low cost of acquisition at $1

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

Have you applied, or intend to apply for additional Grant Funding, or tax incentives? ☒ Yes or ☐ No.

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: ESD of NY

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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?

☐ Yes or ☒ 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? 0 %. **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 <u>AND</u> the answer to Question B is greater than <u>33.33%</u>, 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?

☐ 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?

☐ Yes or ☐ No

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

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?

☐ Yes or ☐ No.

If yes, explain ____________________

5. Is the Project located in a Highly Distressed Area? ☐ 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: Not applicable

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? ☒ **Yes or** ☐ **No**

If No, please proceed to next Section

A) What is the age of the structure (in years) 80

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? 30

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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 $0

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): High cost of re-purposing this structure

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:

JCIDA is helping us obtain this PILOT

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:

Historically this site was known to be producing tanks during world war.

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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/Village)/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**

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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

Hari Achuthan (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Managing Director & CEO (title) of ________________(name of corporation or other entity) named in the attached Application (the "Applicant"), 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.

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

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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.

G. Hold Harmless Provision: The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application

I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:

(i) a non-refundable $____ application and publication fee (the "Application Fee");

(ii) a $_____ expense deposit for the Agency's Counsel Fee Deposit.

(iii) Unless otherwise agreed to by the Agency, an amount equal to _______ percent (_______%) of the total project costs.

(iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable 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.

P. The Applicant confirms 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 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 provision 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 representations and covenants made in this Application when acting hereon and hereby represents 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.:

HARI ACHUTHAN, being first duly sworn, deposes and says:

1. That I am the CEO (Corporate Office) of CONVALT MANUFACTURING (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.

(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 27th day of April, 2022

(Notary Public)

JOY NUFFER
NOTARY PUBLIC - STATE OF NEW YORK
Registration No. 01NU6152633
Qualified in Jefferson County
Commission Expires September 18, 2022

Revised Date:______, Revision #:______

Attachment to Application for Financial Assistance
From
Convalt Manufacturing LLC
For
Warehouse buildings at 709 Rear Pearl and 511 Pearl, Watertown,NY

709 Rear Pearl (aka 100 Purdy Ave.)

City of Watertown Tax Parcels: 4-09-104.100
4-09-104.200

Town of Pamelia Tax Parcels: 74.00-2-33.1
74.00-2-33.2

Acres:	7.64 combined
Existing building:	56,839 SF
New construction:	42,000 SF

80,000 SF for warehouse space & approx. 20,000 SF for future manufacturing line.

Project:

- Renovating existing building and expanding it onto adjacent concrete pads.
- $4.2M cost ($3M bank financing
- Seeking PILOT with sales tax and mortgage recording tax exemptions.

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511 Pearl Street

City of Watertown Tax Parcel: 4-02-101.200

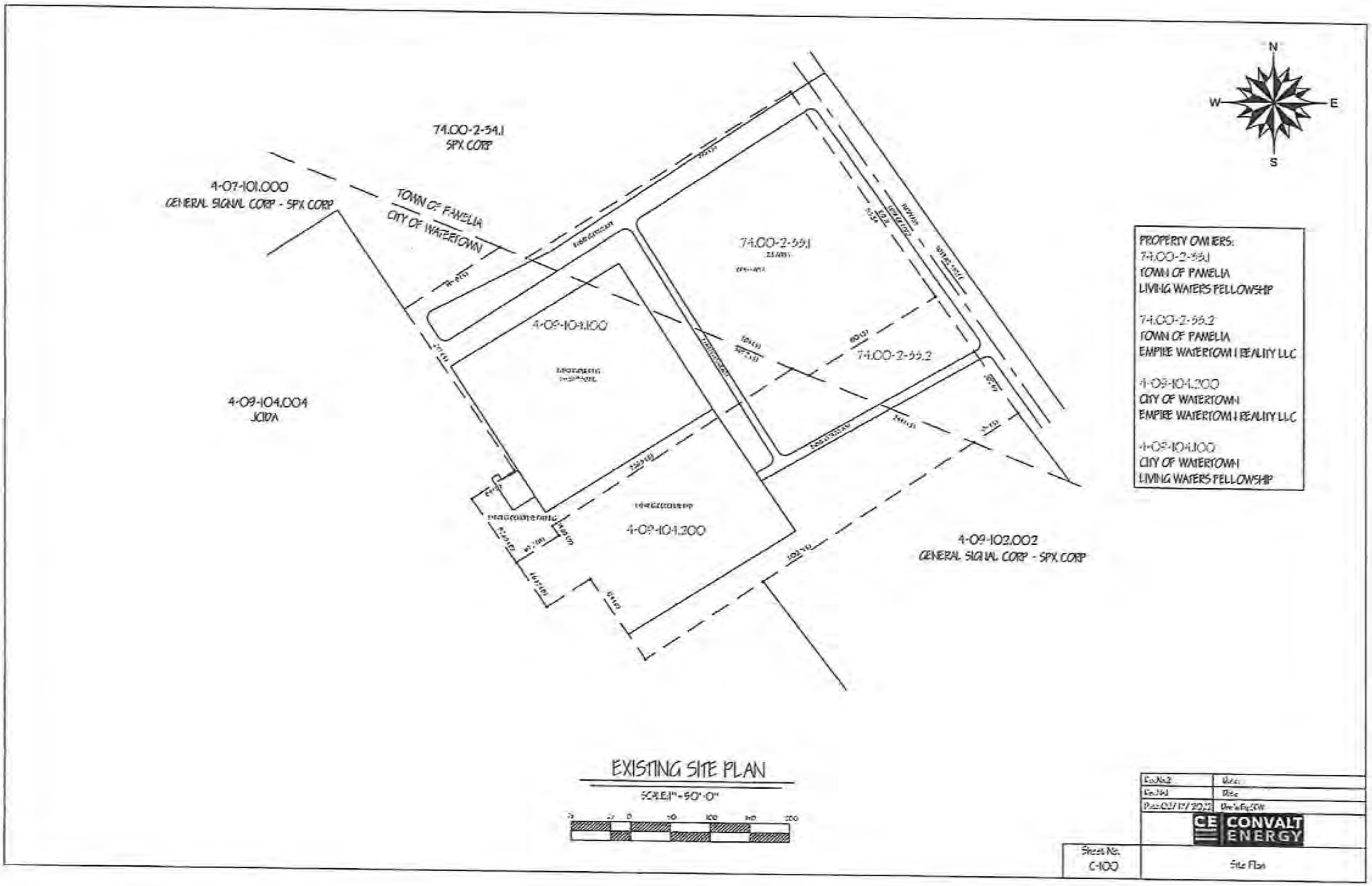
Acres:	6.34
Building size:	75,000 SF (4,000 SF office space/71,000 SF warehouse)

Project:

- Renovating existing warehouse.
- Seeking sales tax and mortgage recording tax exemptions
- Project cost: $1.500,000

Tax maps & tax information attached.


PURDY AVE
707
VL Rear
709 Rear
0
0.0275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SPX CORP
4-07-101.000
GENERAL SIGNAL CORP - SPX CORP
TOWN OF PAMELIA
CITY OF WATERTOWN
4-09-104.004
JCIDA
74.00-2-33.1
74.00-2-33.2
4-09-104.100
4-09-104.200
4-09-102.002
GENERAL SIGNAL CORP - SPX CORP
PROPERTY OWNERS:
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TOWN OF PAMELIA
LIVING WATERS FELLOWSHIP
74.00-2-33.2
TOWN OF PAMELIA
EMPIRE WATERTOWN I REALITY LLC
4-09-104.200
CITY OF WATERTOWN
EMPIRE WATERTOWN I REALITY LLC
4-09-104.100
CITY OF WATERTOWN
LIVING WATERS FELLOWSHIP
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E
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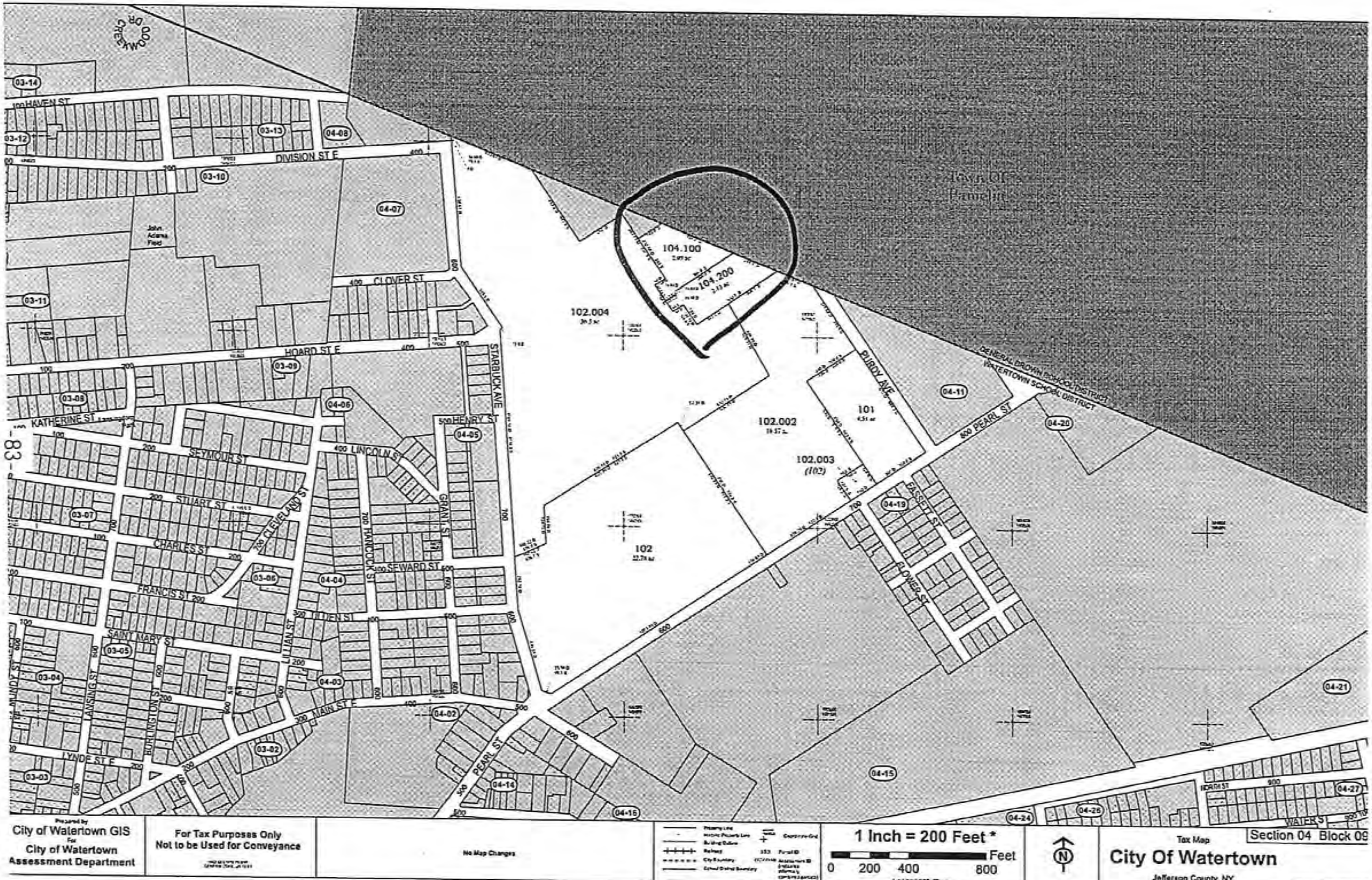
EXISTING SITE PLAN
SCALE 1"=50'-0"
CE CONVALT ENERGY
Sheet No.
C-100
Site Plan


Prepared by
City of Watertown GIS
For
City of Watertown
Assessment Department
For Tax Purposes Only
Not to be Used for Conveyance
No Map Changes
1 Inch = 200 Feet *
0 200 400 800 Feet
Tax Map
City Of Watertown
Jefferson County, NY
Section 04 Block 09
Printed Date: 2/9/2016
Town Of Pamelia
GENERAL BROWN SCHOOL DISTRICT
WATERTOWN SCHOOL DISTRICT
104.100
104.200
102.004
102.002
102.003
(102)
101
102
HAVEN ST
DIVISION ST E
CLOVER ST
HOARD ST E
KATHERINE ST
SEYMOUR ST
STUART ST
CLEVELAND ST
CHARLES ST
FRANCIS ST
SAINT MARY ST
LANSING ST
BURLINGTON ST
LYNDE ST E
LILLIAN ST
TILDEN ST
MAIN ST E
LINCOLN ST
GRANT ST
HANCOCK ST
SEWARD ST
HENRY ST
STARBUCK AVE
PEARL ST
PURDY AVE
FASSETT ST
FLOWER ST
WATER ST
John Adams Field
CREEKWOOD DR

without penalty by Aug 5th.
School taxes are mailed October 1st and are due without penalty by Nov 5th.

Municipality of City of Watertown

SWIS:	221800	Tax ID:	4-09-104.100

Tax Summary

Taxes reflect exemptions, but may not include recent changes in assessment.

Taxable Values

2023			
County Taxable	$0	Exemptions	$60,000
Muni. Taxable	$0	Exemptions	$60,000
Village Taxable	N/A	Exemptions	N/A
School Taxable	$0	Exemptions	$60,000
2022			
County Taxable	$0	Exemptions	$60,000
Muni. Taxable	$0	Exemptions	$60,000
Village Taxable	N/A	Exemptions	N/A
School Taxable	$0	Exemptions	$60,000
2021			
County Taxable	$0	Exemptions	$60,000
Muni. Taxable	$0	Exemptions	$60,000
Village Taxable	N/A	Exemptions	N/A
School Taxable	$0	Exemptions	$60,000

Exemptions for 2023

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
25110 - NotForProfit-Relig	$60,000	0	1998				0

Exemptions for 2022

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
25110 - NotForProfit-Relig	$60,000	0	1998				0

705-7754

County taxes are mailed January 14th and are due without penalty by Feb. 15th.
City tax bills will be mailed July 5th and are due without penalty by Aug 5th.
School taxes are mailed October 1st and are due without penalty by Nov 5th.

Municipality of City of Watertown

SWIS:	221800	Tax ID:	4-09-104.200

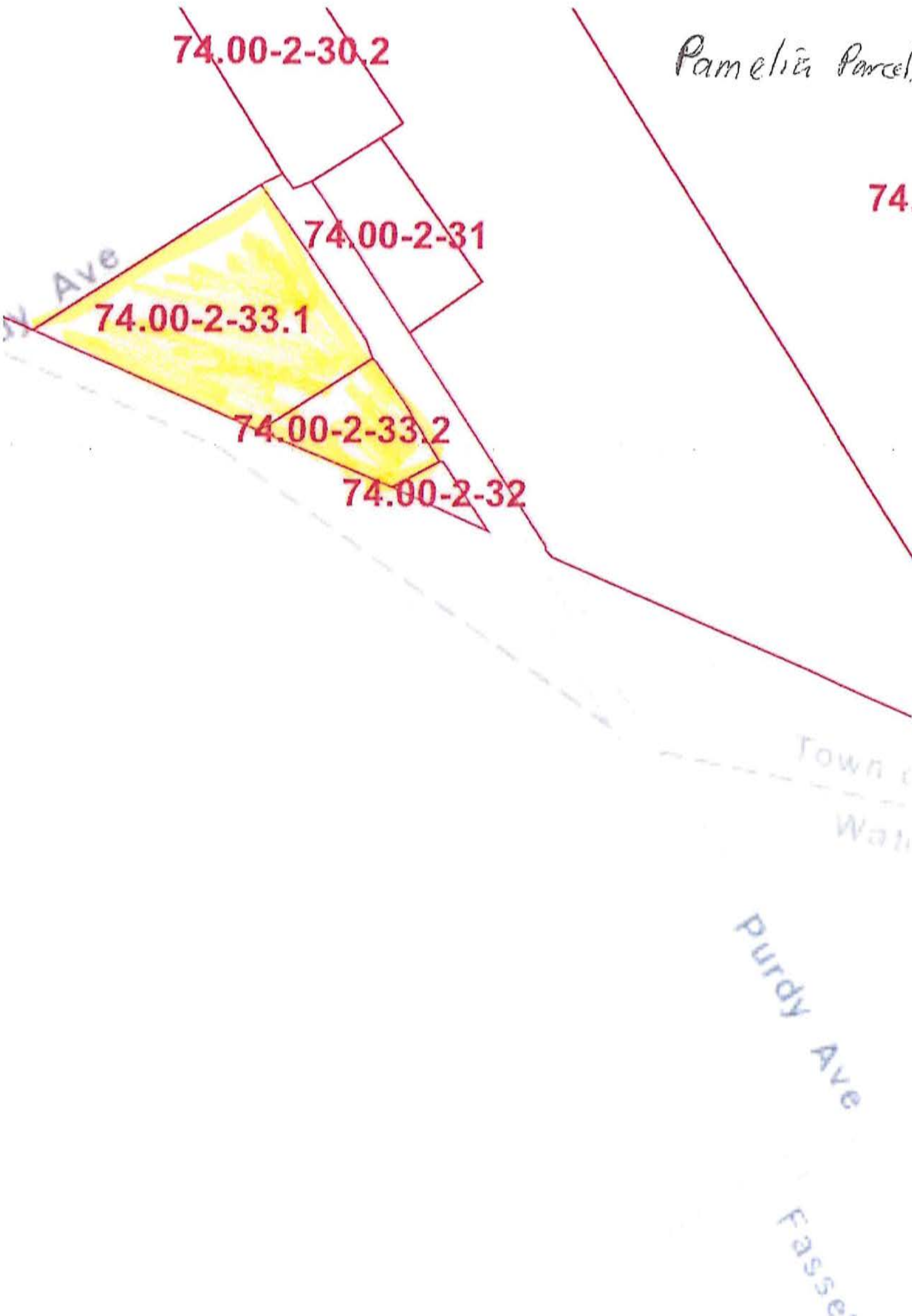
Tax Summary

Taxes reflect exemptions, but may not include recent changes in assessment.

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
2022	County	$717.80	$89,000.00	$96,739.00	92	1
Display Details for Taxes Levied in 2022						
2021	School	$980.43	$89,000.00	$96,739.00	92	1
2021	City	$796.11	$89,000.00	$96,739.00	92	1
2021	County	$718.07	$89,000.00	$96,739.00	92	1
Display Details for Taxes Levied in 2021						
Display Historical Tax Information						

Taxable Values

2023			
County Taxable	$89,000	Exemptions	$0
Muni. Taxable	$89,000	Exemptions	$0
Village Taxable	N/A	Exemptions	N/A
School Taxable	$89,000	Exemptions	$0
2022			
County Taxable	$89,000	Exemptions	$0
Muni. Taxable	$89,000	Exemptions	$0
Village Taxable	N/A	Exemptions	N/A
School Taxable	$89,000	Exemptions	$0
2021			
County Taxable	$89,000	Exemptions	$0
Muni. Taxable	$89,000	Exemptions	$0
Village Taxable	N/A	Exemptions	N/A
School Taxable	$89,000	Exemptions	$0


Pamelia Parcels
74.00-2-30.2
74.
74.00-2-31
Ave
74.00-2-33.1
74.00-2-33.2
74.00-2-32
Purdy Ave
Fassett St

Property Info

Tax Calculator

Payment Status

This page shows taxes levied for the Tax Year shown.

To see TAX RATES Click on Display Details for Taxes Levied in 20xx

Town and County - January. Levied on previous year Assessment Roll

Village - June Levied on previous year Assessment Roll

School - September Levied on current year Assessment Roll

Special districts, if any, are included in the total.

Municipality of Town of Pamelia

SWIS:	224889	Tax ID:	74.00-2-33.1

Tax Summary

Taxes reflect exemptions, but may not include recent changes in assessment.

Taxable Values

2021			
County Taxable	$0	Exemptions	$12,800
Muni. Taxable	$0	Exemptions	$12,800
Village Taxable	N/A	Exemptions	N/A
School Taxable	$0	Exemptions	$12,800

Exemptions for 2021

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
25110 - NPROFRELIG	$12,800	0	1998				0

Town and County - January. Levied on previous year Assessment Roll

Village - June Levied on previous year Assessment Roll

School - September Levied on current year Assessment Roll

Special districts, if any, are included in the total.

Municipality of Town of Pamelia

SWIS:	224889	Tax ID:	74.00-2-33.2

Tax Summary

Taxes reflect exemptions, but may not include recent changes in assessment.

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
2022	County	$20.28	$1,500.00	$2,727.00	55	1
Display Details for Taxes Levied in 2022						
2021	School	$28.61	$1,500.00	$2,727.00	55	1
2021	County	$19.57	$1,500.00	$2,632.00	57	1
Display Details for Taxes Levied in 2021						

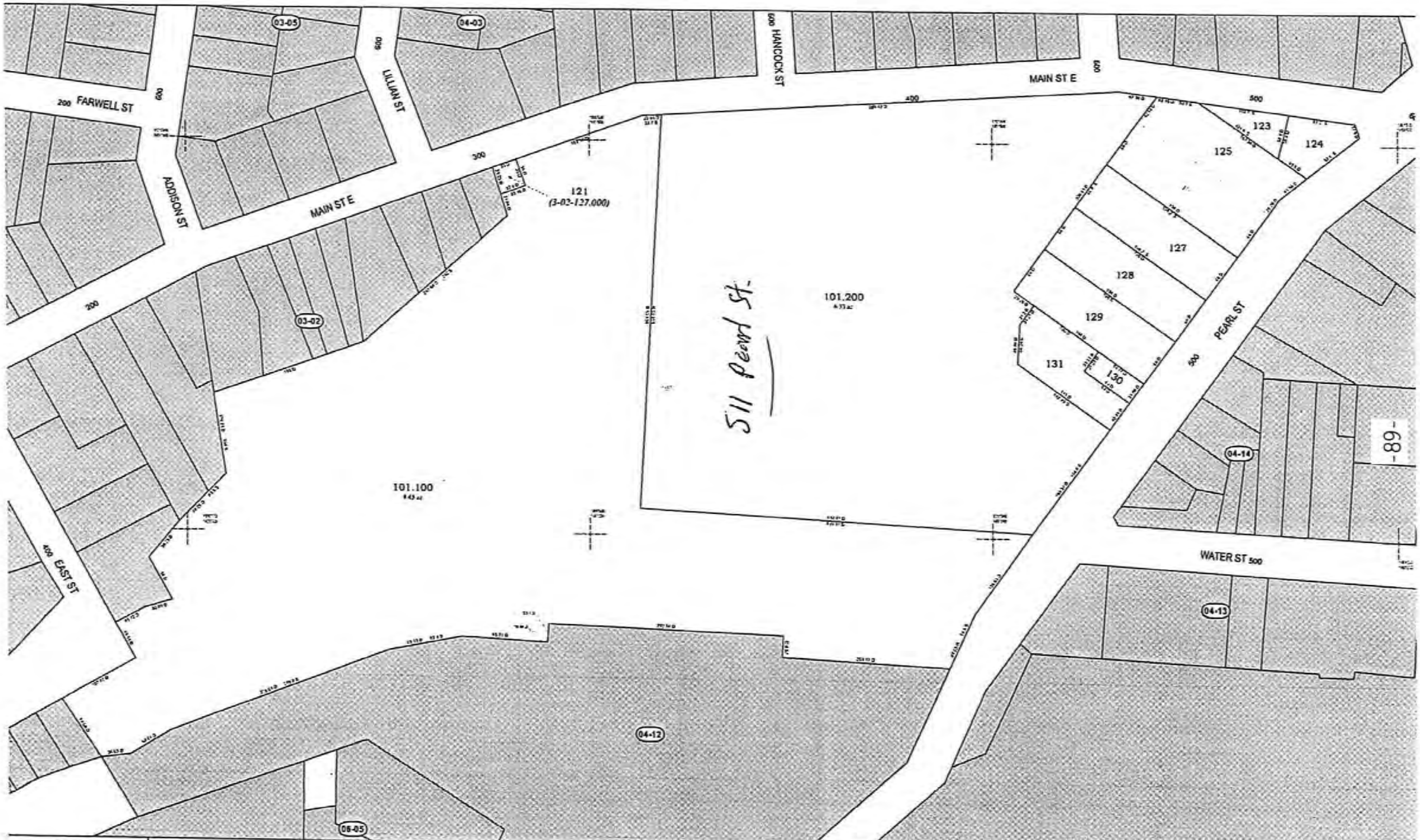
Display Historical Tax Information

Taxable Values

2021			
County Taxable	$1,500	Exemptions	$0
Muni. Taxable	$1,500	Exemptions	$0
Village Taxable	N/A	Exemptions	N/A
School Taxable	$1,500	Exemptions	$0

Exemptions for 2021

No Details Available



Prepared by
City of Watertown GIS
For
City of Watertown
Assessment Department

For Tax Purposes Only
Not to be Used for Conveyance

1 Inch = 50 Feet *

0 50 100 200 Feet

Tax Map
Section 04 Block 02
City Of Watertown
Jefferson County, NY

Printed Date: 8/10/2020

SDG

Image Mate Online

Navigation GIS Map Tax Maps | ORPS Links Assessment Info Help Contact Us Log In

Tax Links

Property Info

Tax Calculator

Tax Bill Information

The taxes shown here represent the amount of the original tax bills and do not show any penalty or interest amounts. In order to determine the amount of taxes that may be due please use our:

Online Bill Pay System

or contact: **City Comptroller's Office (315) 785-7754**

County taxes are mailed January 14th and are due without penalty by Feb. 15th.
City tax bills will be mailed July 5th and are due without penalty by Aug 5th.
School taxes are mailed October 1st and are due without penalty by Nov 5th.

Municipality of City of Watertown

SWIS:	221800	Tax ID:	4-02-101.200

Tax Summary

Taxes reflect exemptions, but may not include recent changes in assessment.

Tax Year	Tax Type	Original Bill	Total Assessed Value	Full Market Value	Uniform %	Roll Section
2022	County	$6,507.08	$874,500.00	$950,543.00	92	1
Display Details for Taxes Levied in 2022						
2021	School	$9,633.57	$874,500.00	$950,543.00	92	1
2021	City	$7,216.92	$874,500.00	$950,543.00	92	1

2021	County	$6,236.46	$874,500.00	$950,543.00	92	1
Display Details for Taxes Levied in 2021						
Display Historical Tax Information						

Taxable Values

2023			
County Taxable	$874,500	Exemptions	$0
Muni. Taxable	$874,500	Exemptions	$0
Village Taxable	N/A	Exemptions	N/A
School Taxable	$874,500	Exemptions	$0
2022			
County Taxable	$840,655	Exemptions	$33,845
Muni. Taxable	$840,655	Exemptions	$33,845
Village Taxable	N/A	Exemptions	N/A
School Taxable	$874,500	Exemptions	$0
2021			
County Taxable	$806,810	Exemptions	$67,690
Muni. Taxable	$806,810	Exemptions	$67,690
Village Taxable	N/A	Exemptions	N/A
School Taxable	$874,500	Exemptions	$0

Exemptions for 2023

No Details Available

Exemptions for 2022

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
47611 - Bus Improv 485-B	$33,845	0	2013	2022			0

Exemptions for 2021

Code Description	Amount	Exempt%	Start Year	End Year	Vflag	Hcode	Own%
47611 - Bus Improv 485-B	$67,690	0	2013	2022			0

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

2022 Board Attendance

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aliasso, Robert	P	P	P	P								
Converse, David	P	P	E	P								
Jennings, John	P	P	E	A								
Johnson, William	P	P	P	P								
L'Huillier, Lisa	P	P	P	P								
Walldroff, W. Edward	P	P	P	A								
Warneck, Paul	P	P	P	P								
Totals:	7	7	5	5								
P - Present												
- Excused												
- Absent												

April 29, 2022

Mr. David Zembiec, CEO
Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, NY 13601

Re: Jefferson County Industrial Development Agency
West Business Complex at Watertown International Airport
BCA Project No. 2018-118
Amendment No. 1 – Owner/Engineer Agreement

Dear Mr. Zembiec:

We have prepared an Amendment to our Agreement for continued performance of professional services in conjunction with the West Business Complex at Watertown International Airport. Amendment No. 1 includes professional services that will be required to complete the potable water distribution system to service the Business Complex. Attached is the amended Appendix 1 to Exhibit C outlining the additional professional services required.

As part of our *Basic Services*, we are proposing to develop design-phase documents (plans and specifications) for the water distribution system project. During the various phases of design, BCA will confirm the project's construction budget and will review it with the Jefferson County Industrial Development Agency (JCIDA). We are also proposing to assist with soliciting competitive construction bids, awarding the construction contracts to the lowest qualified bidders, and providing construction-phase administration (C/A) services. C/A services include tasks such as attending and chairing construction progress meetings, reviewing shop drawing submittals to ensure that the contractors are meeting the design intent, reviewing the contractors' completed work and authorizing payment towards that completed work as appropriate, and facilitating successful contract close-out and turn-over of completed work to the Town of Hounsfield. Basic Services are lump sum fees and will be billed monthly based on a percent completed each month.

BCA is proposing to provide onsite *Resident Project Representative* (RPR) services during the construction phase to monitor the contractor's progress on behalf of the JCIDA and Engineer. The RPR services budget is based on the anticipated construction duration needed to complete this project. The exact duration will be dependent on the contractor's schedule for completing the project. RPR services will be billed monthly on an hourly basis plus those expenses directly related to RPR services.

We are proposing several *Additional Services* that will be necessary to successfully implement the proposed project. These additional services are billed monthly, typically on an hourly basis, and are as follows: Mapping/Topographic Survey, Verification of Existing Conditions, Tree Clearing/Wetland Delineation, Traffic Study Assistance, Developer Design Coordination, Lot Line Adjustment Assistance, NYS DOT Permit Assistance, Construction Stakeout, Record Drawings, and Expenses.

If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing of (2) two copies of attached Exhibit K; keeping (1) for your files, and returning (1) one to our office. We look forward to the opportunity of working with the Jefferson County Industrial Development Agency on this very important project. If you have any questions, please don't hesitate to call me.

Very truly yours,

Bernier, Carr & Associates, Engineers, Architects, and Land Surveyors, P.C.

Gregor Smith

Gregor K. Smith, P.E.
Principal / Engineer

Cc: File

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 7, 2019, amended April 29, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: March 7,2019

   b. Owner: Jefferson County Industrial Development Agency

   c. Engineer: Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

   d. Project: Business Complex at Watertown International

2. *Description of Modifications:*

   a. Engineer shall perform or furnish the following Additional Services: N/A

   b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: **See attached Amendment No. 1 to Exhibit C for our Engineering services for additional scope items.**

   c. The responsibilities of Owner are modified as follows: **N/A**

   d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: N/A

   e. The schedule for rendering services is modified as follows: **N/A**

   f. Other portions loof the Agreement (including previous amendments, if any) are modified as folws: **N/A**

5. Agreement Summary (Reference only)

a. Original Agreement amount:	$ 249,700.00
b. Net change for prior amendments:	$ 0
c. This amendment amount:	$ 147,750.00
d. Adjusted Agreement amount:	$ 397,450.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **April 29, 2022**

OWNER:	ENGINEER:
Jefferson County Industrial Development Agency - David Zembiec	Bernier, Carr & Associates, Engineer, Architects and Land Surveyors
By:	By: Gregory Smith
Title: CEO	Title: Principal / Engineer
Date Signed:	Date Signed: 4/29/22

This is a sample of an **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated March 7,2019.

C. 4.08 Summary of Payments to ENGINEER

A. The compensation provisions of this Exhibit C are summarized as follows:

Description of Service		Original Amount		Amendment No. 1		Original + Amendment No. 1	Basis of Payment
1. Basic Services							
a. Preliminary Design	$	76,500.00	$	20,400.00	$	96,900.00	Lump Sum
b. Final Design	$	51,000.00	$	13,600.00	$	64,600.00	Lump Sum
c. Final Design Phase Complete	$	51,000.00	$	13,600.00	$	64,600.00	Lump Sum
d. Bidding			$	6,800.00	$	6,800.00	Lump Sum
e. Construction Phase Periodic Payments			$	10,200.00	$	10,200.00	Lump Sum
f. Construction Phase Complete			$	3,400.00	$	3,400.00	Lump Sum
TOTAL (Basic Services)	**$**	**178,500.00**	**$**	**68,000.00**	**$**	**246,500.00**	
2. Resident Project Representative		**Hourly as needed**	**$**	**38,000.00**	**$**	**38,000.00**	Hourly/Expenses
3. Additional Services							
a. Mapping / Topographic Survey	$	12,000.00	$	5,000.00	$	17,000.00	Hourly/Expenses
b. Verification of Existing Conditions	$	8,000.00	$	2,000.00	$	10,000.00	Hourly/Expenses
c. Tree Clearing / Wetland Delineation			$	2,750.00	$	2,750.00	Hourly/Expenses
d. Traffic Study Assistance			$	2,500.00	$	2,500.00	Hourly/Expenses
e. Developer Design Coordination			$	3,000.00	$	3,000.00	Hourly/Expenses
f. Lot Line Adjustment			$	6,500.00	$	6,500.00	Hourly/Expenses
g. SWPPP	$	20,000.00	$	-	$	20,000.00	Hourly/Expenses
h. Subsurface Investigation		TBD		TBD		TBD	Hourly/Expenses
i. NYS DOT Permit	$	10,000.00	$	10,000.00	$	20,000.00	Hourly/Expenses
j. Construction Stakeout	$	16,000.00	$	2,000.00	$	18,000.00	Hourly/Expenses
k. Record Drawings		TBD	$	3,000.00	$	3,000.00	Hourly/Expenses
l. Expenses	$	5,200.00	$	5,000.00	$	10,200.00	Hourly/Expenses
m. Utility Coordination		TBD		TBD		TBD	Hourly/Expenses
TOTAL (Additional Services)	**$**	**71,200.00**	**$**	**41,750.00**	**$**	**112,950.00**	
TOTAL ESTIMATED CONTRACT AMOUNT	**$**	**249,700.00**	**$**	**147,750.00**	**$**	**397,450.00**	