

Notice of Board Meeting

Date: April 21, 2022

To: W. Edward Walldroff
David Converse
Kent Burto
John Jennings
Gregory Gardner
Paul Warneck
William Johnson
Lisa L'Huillier
Christine Powers
Robert Aiken

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

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The Jefferson County Local Development Corporation will hold their monthly Board Meeting on **Thursday, May 5, 2022 at 8:00 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
Jay Matteson
Justin Miller, Esq.
Media

BOARD MEETING AGENDA
Thursday, May 5, 2022 – 8:00 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**
- VII. Council Reports**
 - a. Jefferson County Agricultural Development**
 - b. Manufacturing**
 - c. Marketing**
- VIII. Unfinished Business**
- IX. Counsel**
- X. New Business**
 - 1. Agreement with JCIDA for ARPA Funds**
- XI. Adjournment**

**Jefferson County Local Development Corporation
Board Meeting Minutes
April 7, 2022**

DRAFT

The Jefferson County Local Development Corporation 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, Gregory Gardner

Zoom: Kent Burto, Christine Powers, Rob Aiken, Lisa L'Huillier

Excused: None

Absent: John Jennings, W. Edward Walldroff

Also Present: Craig Fox (Watertown Daily Times)

Zoom: Justin Miller, Esq.

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

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:00 a.m.
- II. Pledge of Allegiance**
- III. Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke.
- IV. Minutes:** Minutes of the meeting held March 3, 2022 were presented. A motion to approve the minutes as presented was made by Mr. Converse, seconded by Mr. Johnson. All in favor. Carried.
- V. Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending March 31, 2022. He said the accounting software conversion took place, but noted that the financials look confusing this month because the stub period totals were included. A motion was made by Mr. Warneck to accept the financial report as presented, seconded by Mr. Gardner. 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. He noted that the 15-month budget will need to be re-submitted to the state. A motion was made by Mr. Warneck to adopt the 15-month budget as presented, seconded by Mr. Burto. All in favor. Carried.
- VI. Committee Reports:**
 - a. Loan Review Committee** – Mr. Converse noted that the JCLDC and JCIDA held a joint loan review meeting, and said the action will be taken at the JCIDA board meeting later today.

VII. Council Reports:

- a. **Ag** – Mr. Matteson updated the board on the following topics:
 - **Ag conference** – Mr. Matteson said the conference will be held tomorrow, April 8, 2022 at the Hilton Garden Inn. He said Dr. Todd Schmit will share his economic impact analysis at the conference and noted that Catharine Young (Cornell AgriTech) and Jennifer Coleman (Aimpoint Research) will also make presentations.
 - **CWT Farms International** – Mr. Matteson said that the company is planning an official announcement on Monday about their proposed project.
 - **Food resiliency grants** – Mr. Matteson said that he has received some grant applications and indicated that he is working with three meat processors in the county to encourage them to submit an application. Mr. Warneck asked Mr. Matteson to send a list of the grant applicants to board members. Mr. Matteson said he will.
 - **Dairy Parade** – Mr. Matteson said that he is planning for the dairy parade that will be held on June 3, 2022.
- b. **Manufacturing** – Mr. Zembiec reported that 50 people attended the Jefferson-Lewis manufacturing forum that was held at Carthage at Zero Dock Street on March 24th. He said they focused on workforce issues. The event was held jointly with Lewis County Economic Development.
- c. **Marketing** – Mr. Weir mentioned that the childcare initiative was featured on NPR. He reported that he attended the Town of Hounsfield planning board meeting on Tuesday while they discussed the Convalt Energy project. He noted that the neighbors that live across the street from the project had some questions, but indicated that they will not stand against the project. Mr. Zembiec said the General Brown school district approved the PILOT last night.

VIII. Unfinished Business: None.

IX. Counsel: None.

X. New Business:

1. **County of Jefferson ARPA Fund Contract** – Mr. Zembiec said that the County passed the resolution, but indicated that we did not receive the contract in time for the meeting.
2. **CAPC Agreement for ARPA Funds** – Chairman Aliasso said the agreement outlines the program for the total grant of \$774,000 to the CAPC, contingent upon the JCLDC's receipt of funds from the County of Jefferson through the JCIDA. The agreement shall be in effect through June 30, 2023. A motion was made by Mr. Converse to approve the agreement, seconded by Mr. Johnson. All in favor. Carried.

3. **Resolution No. 04.07.2022.01 to advance funds to the CAPC for the expansion of child care services** – Mr. Zembiec said that CAPC has requested reimbursements for expenses to be made in the month of April. Mr. Zembiec said that he is asking the board to advance \$67,000 for the first quarter for retention, new staffing positions and daycare services until the ARPA contract is signed with the County of Jefferson and the money becomes available. A motion was made by Mr. Warneck to approve the resolution, seconded by Mr. Gardner. All in favor. Carried.

- XI. **Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Converse, seconded by Mr. Warneck. All in favor. The meeting adjourned at 8:22 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION**Income Statement for the Four Month Period Ending April 30, 2022**

Prepared by Joy Nuffer, April 28, 2022

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Revenues					
Admin Fees	\$ 792,260.00	320,376.00	\$ 45,768.00	274,608.00	471,884.00
JC Grant Marketing	352,512.00	160,650.00	22,950.00	137,700.00	191,862.00
JC Grant Ag Program	173,400.00	80,920.00	11,560.00	69,360.00	92,480.00
RLF Interest Income	35,613.00	14,486.49	1,316.45	13,170.04	21,126.51
Interest Income	1,468.00	736.28	0.00	736.28	731.72
Late Fee	0.00	341.01	21.56	319.45	(341.01)
Miscellaneous Income	250.00	249.99	0.00	249.99	0.01
AG Conference	0.00	3,500.00	2,500.00	1,000.00	(3,500.00)
Total Revenues	1,355,503.00	581,259.77	84,116.01	497,143.76	774,243.23
Expenses					
Salaries	661,620.00	271,795.60	37,413.94	234,381.66	389,824.40
Benefits	297,139.00	112,524.31	15,264.88	97,259.43	184,614.69
Operations					
Marketing Program	389,017.00	155,487.39	19,574.00	135,913.39	233,529.61
AG Program	260,068.00	125,857.45	22,656.93	103,200.52	134,210.55
Office Expense	22,385.00	5,738.25	138.40	5,599.85	16,646.75
Payroll Processing	4,311.00	2,179.60	270.28	1,909.32	2,131.40
Office Rent	22,243.00	10,476.06	1,496.58	8,979.48	11,766.94
Project Loan Rent	69,929.00	32,633.09	4,661.87	27,971.22	37,295.91
Office Cleaning	13,631.00	6,250.60	971.08	5,279.52	7,380.40
Telephone	8,928.00	3,910.05	20.10	3,889.95	5,017.95
Equipment Rental	4,520.00	2,381.89	340.27	2,041.62	2,138.11
Equipment Maintenance	5,106.00	1,489.90	0.00	1,489.90	3,616.10
System Maintenance	3,143.00	857.80	0.00	857.80	2,285.20
Electric Service	5,164.00	2,787.55	0.00	2,787.55	2,376.45
Gas Service	3,686.00	1,868.76	0.00	1,868.76	1,817.24
Business Support	7,500.00	6,519.00	0.00	6,519.00	981.00
Safety Training	280.00	280.00	0.00	280.00	0.00
Travel/Promotion/Meals	8,787.00	1,533.19	0.00	1,533.19	7,253.81
Staff Training & Seminars	3,000.00	675.00	0.00	675.00	2,325.00
Depreciation F&F	18,770.00	8,874.40	1,334.20	7,540.20	9,895.60
Dues & Publications	13,446.00	8,946.00	0.00	8,946.00	4,500.00
Legal Unrestricted	1,000.00	0.00	0.00	0.00	1,000.00
Accounting & Auditing	13,500.00	6,500.00	0.00	6,500.00	7,000.00
CEDS Update	7,500.00	7,500.00	0.00	7,500.00	0.00
Fees Expense	575.00	295.00	0.00	295.00	280.00
Covid Grant	10,000.00	6,250.00	0.00	6,250.00	3,750.00
Reallocated Program Expenses	(500,245.00)	(232,253.62)	(32,486.68)	(199,766.94)	(267,991.38)
Miscellaneous - Unrestricted	500.00	0.00	0.00	0.00	500.00
Total Operations	1,355,503.00	551,357.27	71,655.85	479,701.42	804,145.73
Total Revenue	1,355,503.00	581,259.77	84,116.01	497,143.76	774,243.23
Total Expenses	1,355,503.00	551,357.27	71,655.85	479,701.42	804,145.73
Net Income Over Expenditures	\$ 0.00	29,902.50	\$ 12,460.16	17,442.34	(29,902.50)

For Internal Use Only

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION**AG Program Expense Statement for the Four Month Period Ending April 30, 2022**

Prepared by Joy Nuffer, April 28, 2022

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
AG Annual Meeting	\$ 5,000.00	8,127.25	\$ 8,127.25	0.00	(3,127.25)
AG Office Expense	1,216.00	1,712.13	0.00	1,712.13	(496.13)
AG Advertising	6,560.00	3,060.00	0.00	3,060.00	3,500.00
AG Printed Material	1,000.00	0.00	0.00	0.00	1,000.00
AG Membership/Dues	499.00	99.00	0.00	99.00	400.00
AG Business Attraction	3,800.00	300.00	0.00	300.00	3,500.00
AG Subscriptions	320.00	254.88	0.00	254.88	65.12
AG Travel/Meals/Lodging	4,051.00	51.16	0.00	51.16	3,999.84
Dairy Parade	0.00	400.00	0.00	400.00	(400.00)
AG Web Site Development	2,000.00	285.12	0.00	285.12	1,714.88
AG Misc Program Expenses	1,000.00	0.00	0.00	0.00	1,000.00
AG Development	497.00	497.05	0.00	497.05	(0.05)
Local Food Guide	1,600.00	1,600.00	0.00	1,600.00	0.00
Salary Overhead	116,605.00	54,639.49	7,290.10	47,349.39	61,965.51
FICA Overhead	6,752.00	2,988.83	427.24	2,561.59	3,763.17
Medicare Overhead	1,626.00	967.70	99.92	867.78	658.30
Health/Dental Ins Overhead	36,985.00	17,524.71	2,503.02	15,021.69	19,460.29
Retirement Overhead	14,017.00	7,237.94	437.40	6,800.54	6,779.06
Indirect Labor Allocation	49,917.00	22,907.52	3,345.00	19,562.52	27,009.48
Non Labor Allocated Overhead	6,623.00	3,204.67	427.00	2,777.67	3,418.33
Total Operations	260,068.00	125,857.45	22,656.93	103,200.52	134,210.55

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION**Manuf. & Business Support Expense Statement for the Four Month Period Ending April 30, 2022**

Prepared by Joy Nuffer, April 28, 2022

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
Business Support	\$ 7,500.00	6,519.00	\$ 0.00	6,519.00	981.00
Safety Training	280.00	280.00	0.00	280.00	0.00
Total Operations	7,780.00	6,799.00	0.00	6,799.00	981.00

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION**Marketing Program Expense Statement for the Four Month Period Ending April 30, 2022**

Prepared by Joy Nuffer, April 28, 2022

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
Advertising Expense	\$ 54,698.00	15,058.45	\$ 1,182.00	13,876.45	39,639.55
Canadian Marketing	15,000.00	0.00	0.00	0.00	15,000.00
Printed Material	2,000.00	0.00	0.00	0.00	2,000.00
Seminars Workshops Publicatio	2,526.00	525.80	0.00	525.80	2,000.20
Business Awards	2,000.00	0.00	0.00	0.00	2,000.00
Travel/Meals/Promotion	6,037.00	37.35	0.00	37.35	5,999.65
Public Relations	3,000.00	0.00	0.00	0.00	3,000.00
Web Site Dev & Promo Design	10,735.00	1,905.00	435.00	1,470.00	8,830.00
Events Sponsorship	14,928.00	10,178.03	0.00	10,178.03	4,749.97
FDRLO MEMBERSHIP	5,000.00	0.00	0.00	0.00	5,000.00
Survey Monkey	200.00	0.00	0.00	0.00	200.00
Drum Country Business	5,000.00	5,000.00	0.00	5,000.00	0.00
Allocated Overhead	267,893.00	122,782.76	17,957.00	104,825.76	145,110.24
Total Operations	389,017.00	155,487.39	19,574.00	135,913.39	233,529.61

New Jefferson County Local Development
Balance Sheet
April 30, 2022

ASSETS

Current Assets		
General Checking	\$	40,992.06
Savings Account		1,241,916.27
RLF Savings		1,705,179.70
Grant Rec. ARPA Child Care		67,000.00
RLF Loans Receivable		356,768.63
N Grid Mkt Grant European		12,500.00
COVID Accounts Receivable		181,478.39
Clayton Loans Receivable		9,690.26
Miscellaneous Recievable		7,500.00
LHI Records Storage		87,029.51
Prepaid Expense		7,833.76
		<hr/>
Total Current Assets		3,717,888.58
Property and Equipment		
Accumulated Depreciation		(69,102.50)
		<hr/>
Total Property and Equipment		(69,102.50)
Other Assets		
Furniture & Fixtures		76,897.89
		<hr/>
Total Other Assets		76,897.89
		<hr/>
Total Assets	\$	<u><u>3,725,683.97</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
JC Grant-Marketing	\$	114,750.00
JC Grant Agriculture Program		23,120.00
Deferred Mkt. Grant European		12,500.00
		<hr/>
Total Current Liabilities		150,370.00
Long-Term Liabilities		
		<hr/>
Total Long-Term Liabilities		0.00
		<hr/>
Total Liabilities		150,370.00
Capital		
General Fund Bal - Unrestrict.		3,545,411.47
Net Income		29,902.50
		<hr/>
Total Capital		3,575,313.97
		<hr/>
Total Liabilities & Capital	\$	<u><u>3,725,683.97</u></u>

Jefferson County Local Development Corp

Receivables

As of April 30, 2022

Customer	Orig Loan	Balance	Issued	Maturity	Terms	Status	Payment
JAY CANZONIER	100,000.00	36,667.11	4/26/17	7/1/2026	3%- 84 Months	Current	726.73
CLAYTON ISLAND TOURS	40,000.00	33,389.49	4/29/20	5/1/2026	5%-73 Months	Current	754.85
CLAYTON YACHT CLUB	40,000.00	40,000.00	8/4/21	8/1/2027	3%-73 Months	Current-Int. only	100.00
CRESCENT YACHT CLUB	40,000.00	39,995.46	9/8/21	9/1/2027	3%-73 Months	Current-Int. only	100.00
DIPRINZIO'S KITCHEN	5,000.00	4,845.13	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
DIPRINZIO'S MARKET	5,000.00	4,845.13	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
LCO DESTINY, LLC	600,000.00	73,752.12	9/29/15	7/1/2022	5%, 60 Months	30 Days	2,000.00
WICLDC	200,000.00	101,720.00	12/1/10	1/1/2031	3%, 240 Months	Current	1,109.20
WICLDC-JAIN	98,082.50	31,244.45	9/10/18	10/1/2023	3.5% 60 Months	Current	1,784.29
Report Total		366,458.89					

New Jefferson County Local Development
RLF Aged Receivables
As of Apr 30, 2022

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS	2086	36,667.11
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS		36,667.11
CLAYTON ISLAND CLAYTON ISLAND TOURS	2242	33,389.49
CLAYTON ISLAND CLAYTON ISLAND TOURS		33,389.49
CLAYTON YACHT CLAYTON YACHT CLUB, INC.	2344	40,000.00
CLAYTON YACHT CLAYTON YACHT CLUB, INC.		40,000.00
CRESCENT YACHT CLUB CRESCENT YACHT CLUB	2350	39,995.46
CRESCENT YACHT CLUB CRESCENT YACHT CLUB		39,995.46
LCO LCO DESTINY, LLC	2013	73,752.12
LCO LCO DESTINY, LLC		73,752.12
WIC WICLDC	1907 RLF L	101,720.00 31,244.45

New Jefferson County Local Development
RLF Aged Receivables
As of Apr 30, 2022

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
WIC WICLDC		132,964.45
Report Total		356,768.63

**New Jefferson County Local Development
Clayton Loan Fund Aged Receivables
As of Apr 30, 2022**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN	2309	4,845.13
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN		4,845.13
DIPRINZIO MARKET DIPRINZIO'S MARKET	2310	4,845.13
DIPRINZIO MARKET DIPRINZIO'S MARKET		4,845.13
Report Total		9,690.26

**New Jefferson County Local Development
Covid Loans Aged Receivables
As of Apr 30, 2022**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
AUBREYS AUBREYS SHOPPING CENTER	2241	8,276.99
AUBREYS AUBREYS SHOPPING CENTER		8,276.99
BROTHERTON STEVEN BROTHERTON	2252	6,943.45
BROTHERTON STEVEN BROTHERTON		6,943.45
CCTI COLLEENS CHERRY TREE INN	2238	8,436.36
CCTI COLLEENS CHERRY TREE INN		8,436.36
CORNELIA LAURIE A. CORNELIA	2240	8,267.46
CORNELIA LAURIE A. CORNELIA		8,267.46
DEMAR AMY S. DEMAR	2237	8,276.99
DEMAR AMY S. DEMAR		8,276.99
ELMER KATHLEEN ELMER	2253	8,607.18

**New Jefferson County Local Development
Covid Loans Aged Receivables
As of Apr 30, 2022**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
ELMER KATHLEEN ELMER		8,607.18
FIELD FIELD OF DREAMS, LLC	2267	8,593.80
FIELD FIELD OF DREAMS, LLC		8,593.80
GOULD ROBERT L. GOULD	2234	8,276.99
GOULD ROBERT L. GOULD		8,276.99
GRAPES BUSTED GRAPES,LLC	2250	8,206.48
GRAPES BUSTED GRAPES,LLC		8,206.48
HERMAN BONNIE HERMAN	2235	8,276.99
HERMAN BONNIE HERMAN		8,276.99
MILLER GAIL W. MILLER	2236	8,485.59
MILLER GAIL W. MILLER		8,485.59

**New Jefferson County Local Development
Covid Loans Aged Receivables
As of Apr 30, 2022**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
MORGIA MORGIA MASONRY	2264	8,435.59
MORGIA MORGIA MASONRY		8,435.59
NORTH BRANCH NORTH BRANCH FARMS	2262	8,435.59
NORTH BRANCH NORTH BRANCH FARMS		8,435.59
NORTHERN NORTHERN COMMERCIAL CLEANING	2263	8,088.40
NORTHERN NORTHERN COMMERCIAL CLEANING		8,088.40
NORTHROP MICHAEL NORTHROP	2245	8,117.99
NORTHROP MICHAEL NORTHROP		8,117.99
PAINFULL PAINFULL ACRES	2255	3,895.98
PAINFULL PAINFULL ACRES		3,895.98
RHODES RHODES GREENHOUSES, INC	2261	8,435.59

**New Jefferson County Local Development
Covid Loans Aged Receivables
As of Apr 30, 2022**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
RHODES RHODES GREENHOUSES, INC		8,435.59
SAMPSON-MELISSA MELISSA SAMPSON	2254	8,435.59
SAMPSON-MELISSA MELISSA SAMPSON		8,435.59
SKINNER SCOTT P. SKINNER	2248	8,276.99
SKINNER SCOTT P. SKINNER		8,276.99
TILLSON ALISHA TILLSON	2249	8,117.99
TILLSON ALISHA TILLSON		8,117.99
WILLS GREG WILLS	2246	8,276.99
WILLS GREG WILLS		8,276.99
WINKLER STEPHEN WINKLER	2268	3,719.61
WINKLER STEPHEN WINKLER		3,719.61

New Jefferson County Local Development
Covid Loans Aged Receivables
As of Apr 30, 2022

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

Customer ID Customer Bill To Contact Telephone 1	Invoice	Amount Due
ZERO ZERO DOCK STREET, LLC	2280	8,593.80
ZERO ZERO DOCK STREET, LLC		8,593.80
Report Total		181,478.39

**New Jefferson County Local Development
Cash Receipts Journal
For the Period From Apr 1, 2022 to Apr 30, 2022**

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

Date	Account ID	Transaction Ref	Line Description	Debit Amnt	Credit Amnt
4/5/22	125001 100001	7746	Invoice: 2364 JEFF COUNTY IDA	45,768.00	45,768.00
4/7/22	122250 407501 112501	1201	Invoice: 2263 6/22 INTEREST NORTHERN COMMERCIAL CLEANING	180.00	159.39 20.61
4/7/22	122250 407501 112501	1843	Invoice: 2241 4/22 INTEREST AUBREYS SHOPPING CENTER	179.69	158.60 21.09
4/7/22	122250 407501 112501	7000129	Invoice: 2268 INTEREST STEPHEN WINKLER	1,000.00	988.23 11.77
4/7/22	122250 407501 112501	7000292	Invoice: 2245 5/22 INTEREST MICHAEL NORTHROP	179.69	159.00 20.69
4/7/22	122250 407501 112501	5166	Invoice: 2262 4/22 INTEREST NORTH BRANCH FARMS	179.69	158.21 21.48
4/7/22	122250 407501 112501	4117	Invoice: 2264 4/22 INTEREST MORGIA MASONRY	179.69	158.21 21.48
4/7/22	122250 407501 112501	6505	Invoice: 2235 4/22 INTEREST BONNIE HERMAN	179.69	158.60 21.09
4/7/22	122025 407501 112501	5165	Invoice: 2086 4/22 INTEREST JAY CANZONIER D/B/A NORTH BRANCH FARMS	726.73	633.48 93.25
4/7/22	122025 407501 112501	995023	Invoice: 2242 4/22 INTEREST CLAYTON ISLAND TOURS	754.85	613.16 141.69
4/7/22	122025 407501 112501	47744	Invoice: 2013 3/22 INTEREST LCO DESTINY, LLC	2,000.00	1,685.68 314.32
4/7/22	122255 407501 112501	8896	Invoice: 2310 4/22 INTEREST DIPRINZIO'S MARKET	89.84	77.53 12.31
4/7/22	122255 407501 112501	8895	Invoice: 2309 4/22 INTEREST DIPRINZIO'S KITCHEN	89.84	77.53 12.31
4/7/22	125001 100001	20028556	Invoice: 2375 DAIRY FARMERS OF AMERICA	500.00	500.00
4/7/22	125001 100001	6885	Invoice: 2376 AFGRITECH	500.00	500.00
4/7/22	125001 100001	81716	Invoice: 2374 DANC	1,000.00	1,000.00

**New Jefferson County Local Development
Cash Receipts Journal
For the Period From Apr 1, 2022 to Apr 30, 2022**

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

Date	Account ID	Transaction Ref	Line Description	Debit Amnt	Credit Amnt
4/14/22	125001 100001	17847	Invoice: 2377 ROBBINS FAMILY GRAIN	500.00	500.00
4/14/22	122250 407501 112501	3587	Invoice: 2240 4/22 INTEREST LAURIE A. CORNELIA	179.69	158.60 21.09
4/14/22	122250 407501 112501	80028	Invoice: 2280 4/22 INTEREST ZERO DOCK STREET, LLC	179.69	157.81 21.88
4/14/22	122250 407501 112501	1714	Invoice: 2250 3/22 & 4/22 INTEREST BUSTED GRAPES, LLC	359.38	316.81 42.57
4/21/22	122250 407501 112501	2270	Invoice: 2261 4/22 INTEREST RHODES GREENHOUSES, INC	179.69	158.21 21.48
4/21/22	122025 407501 112501	3816	Invoice: 1907 4/22 INTEREST WICLDC	1,109.20	851.27 257.93
4/21/22	122025 407501 112501	162393	Invoice: RLF LOAN 4/22 INTEREST WICLDC	1,784.29	1,688.24 96.05
4/21/22	407501 112501	16563	4/22 INTEREST CRESCENT YACHT CLUB	100.00	100.00
4/21/22	122250 407501 412502 112501	18782	Invoice: 2267 3/22 INTEREST 3/22 LATE FIELD OF DREAMS, LLC	190.47	157.81 21.88 10.78
4/21/22	122250 407501 412502 112501	1063	Invoice: 2238 3/22 INTEREST 3/22 LATE COLLEENS CHERRY TREE INN	190.47	158.21 21.48 10.78
4/21/22	202401 202501 100001	19491	DUE RLF DUE SHLDC PAINFULL ACRES	179.69	89.85 89.84
4/21/22	710001 100001	62000782	REFUND OF CHARGES ON MARSHALL'S CC GREATER WATERTOWN-NORTH COUNTRY CHAMBER	50.00	50.00
				<u>58,510.28</u>	<u>58,510.28</u>

**New Jefferson County Local Development
Check Register
For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6049	4/4/22	ADVANCED BUSINE	100001	156.01
6050	4/4/22	BLUE MOUNTAIN S	100001	71.60
6051	4/4/22	EXCELLUS BC/BS	100001	408.01
6052	4/4/22	THE HARTFORD	100001	256.91
6053	4/4/22	HM LIFE OF NY	100001	88.13
6054	4/4/22	KEY BANK	100001	670.55
6055	4/4/22	NATIONAL GRID	100001	770.49
6056	4/4/22	NORTHERN COMPU	100001	604.00
6057	4/4/22	JOY NUFFER	100001	30.38
6058	4/4/22	PROSHRED	100001	22.01
6059	4/4/22	VERIZON WIRELES	100001	93.69
6060	4/4/22	WB MASON CO INC.	100001	162.67
6061	4/4/22	WICLDC	100001	1,496.58
6062	4/4/22	WATERTOWN LOC	100001	4,661.87
6063	4/4/22	WPBS	100001	557.00
6064	4/4/22	EXCELLUS BC/BS	100001	567.50
6065	4/4/22	EXCELLUS BC/BS	100001	11,037.12
6066	4/14/22	CINTAS	100001	53.04
6067	4/14/22	HENDERSON PRINT	100001	625.00
6068	4/14/22	JEFFERSON-LEWIS	100001	2,500.00
6069	4/14/22	NORTHERN COMPU	100001	30.00
6070	4/14/22	RBC WEALTH MAN	100001	3,014.28
6071	4/14/22	SPECTRUM REACH	100001	1,362.70
6072	4/14/22	UNITED WAY OF NN	100001	116.50
6073	4/14/22	WB MASON CO INC.	100001	72.80
6074	4/14/22	DAVID ZEMBIEC	100001	161.46
6075	4/19/22	EWTI	100001	50.00
6076	4/19/22	HILTON GARDEN IN	100001	4,522.25
6077	4/19/22	INFORMNNY.COM	100001	265.00
6078	4/19/22	NORTHERN COMME	100001	865.00
6079	4/19/22	SAM'S CLUB	100001	63.74
6080	4/19/22	STATEBOOK INTER	100001	150.00

**New Jefferson County Local Development
Check Register
For the Period From Apr 1, 2022 to Apr 30, 2022**

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6081	4/19/22	WESTELCOM	100001	20.10
6082	4/19/22	WWTI	100001	300.00
6083	4/21/22	COMMUNITY ACTIO	100001	67,000.00
6084	4/28/22	ATLAS INTEGRATE	100001	285.00
6085	4/28/22	CINTAS	100001	53.04
6086	4/28/22	DIRECTIONS RESE	100001	3,605.00
6087	4/28/22	JCLDC	100001	89.85
6088	4/28/22	RBC WEALTH MAN	100001	2,668.14
6089	4/28/22	SACKETS HARBOR	100001	89.84
6090	4/28/22	UNITED WAY OF NN	100001	116.50
6091	4/28/22	WB MASON CO INC.	100001	21.48
6092	4/28/22	WELLS FARGO FIN	100001	340.27
Total				<u>110,095.5</u>

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 disbursement 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 CoverageMINIMUM 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

\$1,000,000 Each Occurrence

Liability, (including

\$2,000,000 General Aggregate Limit

Broad form contractual

\$2,000,000 Products-Completed Operations

Liability, combined bodily

\$1,000,000 Advertising/Personal Injury

injury and property damage)

\$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

DRAFT

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 Local Development Corporation
 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
Aiken, Robert	P	P	P	P								
Aliasso, Robert	P	P	P	P								
Burto, Kent	P	P	P	P								
Converse, David	P	P	E	P								
Gardner, Gregory	P	P	E	P								
Jennings, John	P	P	E	A								
Johnson, William	P	P	P	P								
L'Huillier, Lisa	P	P	P	P								
Powers, Christine	P	P	E	P								
Walldroff, W. Edward	P	P	P	A								
Warneck, Paul	P	P	P	P								
Totals:	11	11	7	9								
P - Present												
E - Excused												
A - Absent												