

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: June 23, 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, July 7, 2022 at 8:30 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

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

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

BOARD MEETING AGENDA
Thursday, July 7, 2022 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – June 2, 2022**
- V. Treasurer’s Report – June 30, 2022**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
- VII. Unfinished Business**
 - 1. YMCA Project at 146 Arsenal Street:**
 - a. First Amendment to Lease Agreement with option to purchase – Top of the Square, LLC (Washington Street Properties)**
 - b. YMCA license for construction**
- VIII. New Business**
 - 1. Resolution No. 07.07.2022.01 to open bank account for DCIP Grant for 146 Arsenal Street**
 - 2. Resolution No. 07.07.2022.02 to accept money from the ARPA Grant fund to reimburse RLF for remediation project at 146 Arsenal Street**
 - 3. Review of FedEx Ground Mobile Dock (Corporate Park)**
 - 4. National Grid Temporary Workspace Agreement**
- IX. Counsel**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
June 2, 2022**

DRAFT

The Jefferson County Industrial Development Agency held their board meeting on Thursday, June 2, 2022 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: None

Also Present: Craig Fox (Watertown Daily Times)

Zoom: Justin Miller, Esq., Christine Powers, Paul Anderson, Kevin McAuliffe, Karen D'Antonio, Nick Kamphaus

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

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:38 a.m.
- II. Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke.
- III. Minutes:** Minutes of the meeting held May 5, 2022 were presented. A motion to approve the minutes as presented was made by Mr. Johnson, seconded by Mr. Jennings. All in favor. Carried.
- IV. Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending May 31, 2022. Mr. Warneck reported that the revenue has declined since there are no recent fees from loans/projects. He noted that we continue to carry an amount for Convalt until we close with them. Mr. Warneck said that Sarah's Barbershop is making an attempt to get current.

Chairman Aliasso asked if the \$27,750 identified as COR Sewer paid to the Town of Watertown is a pass thru. Mr. Eaton said yes and indicated that we bill it and pass it on to the Town of Watertown.

Chairman Aliasso noted the decrease in the RLF bad debt item on the income statement. Mr. Eaton said that we received money from Marcy LP (a loan that was written off years ago).

After discussion, a motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Jennings. All in favor. Carried.

V. Committee Reports:

- a. Alternative Energy Ad Hoc Committee** – Mr. Warneck said that the committee has not met since the last board meeting. He said that the Boralex project has received a draft permit which available on the ORES website if anyone wants to review it.

Mr. Warneck said that we received a request from AES asking for the IDA to send a letter to the US Department of Commerce asking them to remove tariffs on solar panel components. He asked if board members wanted to consider the request. After discussion, a motion was made by Mr. Warneck to have Mr. Zembiec notify AES that the board will not write the letter as requested, seconded by Mr. Walldroff. All agreed that we should be supporting domestic manufacturing. All in favor. Carried.

VI. Unfinished Business:

1. **Convallt** – Mr. Zembiec reported that they continue to move the parts from Oregon into the two warehouses. He said that they are in the process of getting the documents together to close the bridge loan.

VII. New Business: None.

VIII. Counsel:

1. **Authorizing Resolution No. 06.02.2022.01 for DG Empire Sun, LLC (f/k/a OYA Blanchard Road LLC), with OYA Blanchard Road 2 LLC, OYA Great Lakes Seaway LLC, and OYA NYS RTE 12 LLC** – Attorney Miller said that the three projects are owned by NextEra and are being merged into DG Empire Sun, LLC just like the OYA Blanchard Road LLC project was last December. He said that all four projects will still run independently.

Mr. Johnson asked if we collect a fee. Mr. Zembiec said yes and indicated that they also pay for legal costs at closing.

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

2. **JCIDA – YMCA Fourth Amendment to Lease Agreement** – Mr. Zembiec said that Tim Fitzgerald from Harris Beach has been assisting us with this agreement. He noted that the YMCA is waiting for an agreement with Washington Properties for an emergency stairway and for the piece of property from the City of Watertown. He said that there are a lot of details that still need to be wrapped up in the ground lease.

Chairman Aliasso asked if we can now ask for and collect earnest money now that the project is approved. Attorney Miller reiterated the delays previously mentioned by Mr. Zembiec, but indicated that we should request an update on financing for their capital stacking. He said that they may be eligible for new market tax credits which will cause an overall paradigm shift and could cause us to consider a standby PILOT.

Mr. Zembiec suggested extending the current lease agreement until August 4, 2022.

A motion was made by Mr. Walldroff to approve the fourth amendment to the lease agreement with an expiration date of August 4, 2022, seconded by Mr. Converse. All in favor. Carried.

Jefferson County Industrial Development Agency
Board Meeting Minutes
June 2, 2022

DRAFT

Mr. Zembiec noted that we are charging the YMCA for monthly expenses. Chairman Aliasso asked if we need to insure the building. Mr. Zembiec said that according to our insurance company (which is also the YMCA's insurance company) as long as the YMCA has coverage then we are all set.

3. **Authorizing Resolution No. 06.02.2022.02 for Adams Renewables, LLC** – Attorney Miller said the parent company is undertaking restructuring/collateral assignment. The ownership interest of the company will be transferred to Green Eagle Solar Holdings, LLC.

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

- IX. **Adjournment:** With no further business before the board, a motion to adjourn was made by Ms. L'Huillier, seconded by Mr. Warneck. All in favor. The meeting adjourned at 9:08 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**Income Statement for the Six Month Period Ending June 30, 2022**

Prepared by Lyle Eaton, June 29, 2022

UNRECONCILED

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 11,000.00	16,250.00	\$ 8,000.00	0.00	(5,250.00)
Bond Admin Fee	6,000.00	3,000.00	0.00	0.00	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	0.00	878,774.67
Fee Income - RLF Program	24,474.00	32,567.04	3,618.56	3,618.56	(8,093.04)
Fee Income - Micro Program	13,389.00	18,875.42	2,097.26	2,097.26	(5,486.42)
Interest Income	2,481.00	626.37	0.00	13.34	1,854.63
Interest Income - RLF Program	29,085.00	12,046.58	188.79	3,062.01	17,038.42
Interest Income - City Fund	3,600.00	1,945.39	0.00	0.00	1,654.61
Interest Income - Micro Prog.	9,650.00	6,852.02	638.37	989.92	2,797.98
Late Payment Penalty - Micro	0.00	197.29	14.92	6.80	(197.29)
Miscellaneous Income	1,500.00	20,359.31	0.00	0.00	(18,859.31)
YMCA Income	0.00	12,429.68	12,429.68	0.00	(12,429.68)
Total Revenues	1,329,521.00	473,516.43	48,212.58	9,787.89	856,004.57
Operations					
Office Expense	2,036.00	2,522.07	123.41	200.00	(486.07)
Admin Services Exp	792,260.00	438,346.00	58,985.00	58,985.00	353,914.00
Depreciation Expense - Siding	40,739.00	12,221.64	1,357.96	1,357.96	28,517.36
D&O Insurance	19,000.00	11,345.22	1,260.58	1,260.58	7,654.78
Commercial Insurance	36,354.00	22,158.27	2,462.03	2,462.03	14,195.73
FTZ Expense	1,250.00	1,250.00	0.00	0.00	0.00
Legal- Retainer	0.00	13,500.00	1,500.00	1,500.00	(13,500.00)
Legal - Unrestricted	50,000.00	21,880.39	0.00	282.27	28,119.61
Legal YMCA	10,000.00	2,575.00	2,000.00	0.00	7,425.00
Accounting & Auditing	16,000.00	11,400.00	0.00	0.00	4,600.00
Coffeen Park Taxes	1,800.00	1,743.44	0.00	0.00	56.56
Airport Park Taxes	1,200.00	1,056.39	0.00	0.00	143.61
Fees Expense	3,000.00	110.00	0.00	0.00	2,890.00
Bad Debt--RLF	190,000.00	(19,699.50)	0.00	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	32,567.04	3,618.56	3,618.56	(8,093.04)
Microenterprise Program Exp	13,389.00	18,875.42	2,097.26	2,097.26	(5,486.42)
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
146 Arsenal Bldg Maintenance	0.00	1,057.19	0.00	0.00	(1,057.19)
Plowing 146 Arsenal	0.00	15,900.00	0.00	0.00	(15,900.00)
IDA 146 Arsenal Bldg Expense	0.00	25,735.45	1,570.97	94.63	(25,735.45)
Building Depreciation	29,321.00	17,835.84	1,058.34	1,058.34	11,485.16
146 Arsenal Gas	0.00	7,493.51	0.00	432.81	(7,493.51)
146 Arsenal Electric	0.00	27,615.34	0.00	2,249.22	(27,615.34)
146 Arsenal Water	0.00	2,454.78	0.00	312.27	(2,454.78)
Miscellaneous - Unrestricted	200.00	103.23	0.02	0.00	96.77
Total Operations	1,262,823.00	670,046.72	76,034.13	75,910.93	592,776.28
Total Revenue	1,329,521.00	473,516.43	48,212.58	9,787.89	856,004.57
Total Expenses	1,262,823.00	670,046.72	76,034.13	75,910.93	592,776.28
Net Income Over Expenditures	\$ 66,698.00	(196,530.29)	\$ (27,821.55)	(66,123.04)	263,228.29

For Interr_6_Use Only

Jefferson County IDA
Balance Sheet
June 30, 2022

ASSETS

Current Assets		
General Checking	\$	77,461.81
Savings Account		2,517,316.37
Microenterprise Account		90,805.59
City Loan Account		287,874.95
Revolving Loan Fund Account		1,966,658.32
Miscellaneous Receivable		110,135.30
Accounts Receivable YMCA		12,429.68
Acct Receivable - Rogers		17,519.31
RLF Loans Receivable		2,479,833.41
Microenterprise Loans Rec.		205,458.68
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(30,641.75)
Prepaid Expense		11,617.97
		<hr/>
Total Current Assets		7,556,469.64
Property and Equipment		
Accum Depr - Building		(1,033,542.90)
Accum Depr. Equipment		(52,269.66)
Accumulated Depreciation Sidin		(19,011.44)
		<hr/>
Total Property and Equipment		(1,104,824.00)
Other Assets		
IT Server		6,050.00
Equipment		13,366.00
146 Arsenal WIP Remediation		2,529,489.02
Corp. Park Improvements		209,995.14
Airport Property		884,326.02
Intangible Asset		53,195.00
WIP Airport		291,434.10
WIP Intersection		244,973.52
Woolworth Building		505,000.00
Rail Siding CCIP		244,434.00
146 Ars Building Improvements		730,948.56
		<hr/>
Total Other Assets		5,713,211.36
Total Assets	\$	<u><u>12,164,857.00</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
RLF Loan Payable	\$	2,000,000.00
Due HUD - RLF Interest		408.22
Due HUD - MICRO Interest		3.75
Due HUD - CITY Loan Interest		4.81
Maintenance Reserve Convergys		14,445.48
Maintenance Expense Convergys		25,927.57
ARPA Food Grant		400,000.00
AROA Child Care Grant		809,000.00
ARPA Remediation Grant		1,000,000.00
Car Freshner Signage		11,000.00
		<hr/>
Total Current Liabilities		4,260,789.83

Unaudited - For Management Purposes Only

Jefferson County IDA
Balance Sheet
June 30, 2022

Long-Term Liabilities		
Due NYS/IAP L.T.	180,159.78	
Deferred Revenue - Rogers	18,000.51	
	<hr/>	
Total Long-Term Liabilities		198,160.29
		<hr/>
Total Liabilities		4,458,950.12
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	(196,530.29)	
	<hr/>	
Total Capital		7,705,906.88
		<hr/>
Total Liabilities & Capital	\$	12,164,857.00
		<hr/> <hr/>

Jefferson County IDA
Miscellaneous Receivables
As of Jun 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/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
CIDC CARTHAGE INDUSTRIAL DEV. COR JOHN MCHUGH 493-4429	PR 3-23-12				-338.38	-338.38
CIDC CARTHAGE INDUSTRIAL DEV. COR					-338.38	-338.38
CONVALT CONVALT ENERGY. LLC	3669				27,486.30	27,486.30
CONVALT CONVALT ENERGY. LLC					27,486.30	27,486.30
MLR,LLC MLR,LLC	3716		91,225.00			91,225.00
MLR,LLC MLR,LLC			91,225.00			91,225.00
Report Total			91,225.00		27,147.92	118,372.92

Jefferson County IDA
General Checking Cash Receipts Journal
For the Period From Jun 1, 2022 to Jun 30, 2022

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

Date	Account ID	Transaction	Line Description	Debit Amnt	Credit Amnt
6/16/22	207005	19538	DUE MICRO		565.35
	205602		DUE SHLDC		424.02
	100001		PAINFULL ACRES	989.37	
6/16/22	125001	1239	Invoice: 3722		2,097.26
	100001		JEFFERSON COUNTY INDUSTRIAL	2,097.26	
6/16/22	125001	2190	Invoice: 3721		3,618.56
	100001		JEFFERSON COUNTY INDUSTRIAL	3,618.56	
6/23/22	125001	5000000006	Invoice: 3719		6,000.00
	100001		DG EMPIRE SUN, LLC	6,000.00	
6/24/22	125001	ACH	Invoice: 3703		29,600.00
	100001		ASA CLAYTON NY SOLAR, LLC	29,600.00	
6/27/22	125001	ACH	Invoice: 3720		2,000.00
	100001		ADAMS RENEWABLES, LLC	2,000.00	
				<u>44,305.19</u>	<u>44,305.19</u>

Jefferson County IDA
Cash Disbursements Journal
For the Period From Jun 1, 2022 to Jun 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
6/1/22	7772	200001 100001	Invoice: 2366 JEFF COUNTY LDC	58,985.00	58,985.00
6/9/22	7773	200001 100001	Invoice: 22-489 BERNIER, CARR & ASSOCIATES, P.C.	14,436.66	14,436.66
6/9/22	7774	200001 200001 200001 100001	Invoice: 45150-5/22 Invoice: 45157-5/22 Invoice: 17024-5/22 NATIONAL GRID	308.61 23.57 1,917.04	2,249.22
6/9/22	7775	200001 100001	Invoice: 2950 P & M CONSTRUCTION	750.00	750.00
6/9/22	7776	200001 100001	Invoice: 3384641-0448-2 WASTE MANAGEMENT	18.66	18.66
6/9/22	7777	200001 200001 100001	Invoice: 1851-5/22 Invoice: 0011-5/22 CITY OF WATERTOWN COMPTROLLER	43.38 268.89	312.27
6/16/22	7778	200001 200001 100001	Invoice: 8863075 Invoice: 8863187 HARRIS BEACH	1,500.00 2,000.00	3,500.00
6/23/22	7779	200001 100001	Invoice: 7-785-45022 FEDERAL EXPRESS CORP.	76.59	76.59
6/23/22	7780	200001 100001	Invoice: 6/22 PAINFULL JEFFERSON COUNTY INDUSTRIAL	565.35	565.35
6/23/22	7781	200001 100001	Invoice: 6/22 PAINFULL SACKETS HARBOR LDC	424.02	424.02
6/23/22	7782	200001 100001	Invoice: 29226 WESTELCOM	75.97	75.97
6/24/22	7783	200001 100001	Invoice: 500122250 NATIONAL GRID -NIN UTILITY	25,000.00	25,000.00
6/30/22	7784	200001 100001	Invoice: 7-792-35466 FEDERAL EXPRESS CORP.	46.82	46.82
6/30/22	7785	200001 100001	Invoice: 45147-5/22 NATIONAL GRID	432.81	432.81
Total				106,873.37	106,873.37

Jefferson County Industrial Development Agency
Revolving Loan Fund Receivables
June 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	Interest Only	Working Capital Additional 11/2020
2	Meadowbrook Terrace	August-12	250,000.00	19,869.17	Current	Working Cap During Construction
3	MLR, LLC	July-07	250,000.00	78,483.13	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	2,479,743.41	-	

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

	Recipient	Date Issued	Original Amount	Current Balance	Current Status	Purpose of Loan
	Colleens Cherry Tree Inn	May-19	40,000.00	25,647.88	1 Late	Expand Restaurant - Ice Ceram Shop
	R. L. Gould & Son, LLC	March-19	40,000.00	17,778.33	Current	Open UPS Store
	Tl Area Habitat For Humanity	April-18	40,000.00	10,244.79	Current	Open ReStore
	Painfull Acres	Mar-18	40,000.00	19,342.53	Current	Amish Furniture Store
	Pink Kettle	Feb-22	24,800.00	23,701.40	Current	Retail Beverages
	Sarah's Barber Shop	Mar-20	10,000.00	6,867.40	5 Late	Barber Shop
	The Scrub Hub	Apr-18	18,656.00	3,757.56	Current	Scrubs Clothing
	Standard Machine	Aug-21	40,000.00	37,352.70	2 Late	Fabrication
	Therartpy	Jul-21	10,102.00	8,433.49	Current	Art Therapy
	Taste of Design	Apr-07	40,000.00	15,343.42	2 Late	Coffee Shop
	Willowbrook	Jul-21	40,000.00	36,989.18	Current	Purchase Gole Club
	Total MICRO Receivables		343,558.00	205,458.68	-	

LEASE AGREEMENT WITH OPTION TO PURCHASE

This Lease made and entered into as of February 11, 2022 by and between TOP OF THE SQUARE, LLC, (hereinafter referred to as "Lessor") and WATERTOWN FAMILY YMCA (hereinafter referred to as "Lessee"). Notices to Tenant shall be sent to: Watertown Family YMCA: Attn: Denise Young, 119 Washington Street, Watertown, NY, 13601, or at such other place as may be designated by Tenant in writing.

WITNESSETH:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 448 Square feet of Unit 3/4 at 146L Arsenal Street, Watertown, New York 13601 (the "Premises").

2. Term. The term of this Lease shall commence on February 1, 2022, and shall expire on September 31, 2022.

3. Option to Purchase. At the end of the term, Lessor agrees to sell Lessee Premises for \$80,000 net of all costs and expenses whatsoever. Buyer shall cover all expenses associated with closing, including but not limited to transfer tax, cost of the survey, pro-rated taxes, legal fees, and all costs related to subdivision of the parcel. Closing shall be scheduled on the last day of "The Term". Any delay in closing will result in a payable, per diem, of rent from Lessee to Lessor until Closing is complete.

4. Rental. Lessee hereby agrees to pay Lessor the sum of \$522.67 per month, payable in advance on the first day of each month commencing on February 1, 2022 and thereafter during the Term. The Lessee hereby agrees to pay such rent to Lessor, either directly or through its duly authorized agent, monthly in advance without demand. Lessor shall have the right to impose a late charge (the "Late Charge") of \$25.00 for any installment of Rent not received by Lessor within five days after the date on which it is due. The Late Charge may be imposed monthly thereafter until the Rent is paid. Lessee shall pay all rent to Lessor at Lessee's office designated as:

Top of the Square, LLC
215 Washington Street Suite 001
Watertown, NY 13601

or, at such other place designated by Landlord in writing.

5. Use. The Premises shall be used by Lessee solely for the purpose of YMCA egress construction and for no other purpose. Lessee shall use the Premises in a careful, safe and proper manner. Lessee will not use the Premises nor permit the Premises to be used, for any purpose which is unlawful or in any manner which shall constitute a nuisance, public or private, or which shall be hazardous or which shall increase the rate of insurance premium applicable to the Premises. Lessee is responsible for separation of utilities and all costs associated with adjusting utility runs to egress so they are billable to Lessee, exclusively. It is further acknowledged that during construction of YMCA egress, Lessee is responsible for leasing the adjacent space, commonly referred to as "Page Fitness", at its current market value, per diem with corresponding CAM charges, until construction is deemed complete without interruption by Lessor within reason provable by Certificate of Occupancy.

6. Condition/Indemnity. Lessee hereby assumes all risk of injury to persons or loss or damage to property occurring upon the Premises or in connection with the use of the Premises, arising from any cause whatsoever. Lessee hereby agrees to indemnify, defend and hold harmless Lessor from and against all

claims and liability for injury to persons or loss or damage to property occurring on the Premises or in any way connected with the occupancy or use of the Premises by Lessee or from any activity permitted by Lessee to be done on or about the Premises.

7. Assignment and Sublease. Lessee shall not assign, sublease or transfer this Lease, whether by operation of Law or otherwise, without the prior written consent of Lessor.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR

TOP OF THE SQUARE, LLC

By: 

Name: Shawn Thomas

Title: Vice President

LESSEE:

WATERTOWN YMCA

By: 

Name: Denise H. Young

Title: CEO

FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTION TO PURCHASE (this "**First Amendment**") is made and entered into as of the 16th of June, 2022, by and between TOP OF THE SQUARE, LLC, a New York limited liability company having a mailing address of 215 Washington Street, Suite 001, Watertown, NY 13601 ("**Landlord**") and WATERTOWN FAMILY YMCA., having its mailing address at 119 WASHINGTON STREET, WATERTOWN, NY 13601 (the "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Agreement of Lease with option to purchase dated as of February 16, 2022 (the "**Lease**") for certain space known as Suite 3/4, as more particularly described in the Lease (the "**Premises**") in that certain building located at 146L Arsenal Street, Watertown, New York 13601; and

WHEREAS, Landlord and Tenant hereby agree to make certain additions and modifications to the Lease, all as more particularly set forth below.

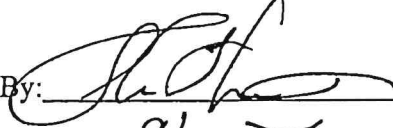
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and of other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. The "**Lessee**" name be changed from WATERTOWN FAMILY YMCA to JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY.
2. The notices to tenant be sent to: Jefferson County Industrial Development Agency: Attn: David Zembiec, 800 Starbuck Ave. Watertown, NY 13601
3. Early access to Premises be granted following the payment of \$40,000, applicable toward the \$80,000 purchase, from Lessee to Landlord net of all costs and expenses whatsoever for sole purpose of demolition work and construction work commencement.
4. This First Amendment and the Lease are the entire agreement of the parties. Neither Landlord nor Tenant is currently in default under the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute default by either Landlord or Tenant. There is no defense, offset, claim or counterclaim by or in favor of Tenant with respect to the terms and conditions of the Lease. Upon execution of this First Amendment, the Tenant agrees to pay all past due outstanding rent and past due additional rent due and owing to the Landlord.
5. All defined terms used in this First Amendment but not defined herein shall have the meanings ascribed to them in the Lease.

6. This First Amendment is governed by the laws of the State of New York. If any provision of this First Amendment is contrary to the laws of the State of New York, only that paragraph or part thereof shall be deemed stricken herefrom and the balance of this First Amendment shall remain in full force and effect.
7. The terms "Landlord" and "Tenant" and any pronoun referring thereto shall be deemed to include their respective heirs, executors, administrators, successors and permitted assigns. This shall not be deemed, however, to modify any requirement for Landlord's consent to assignment as set forth in the Lease.
8. This First Amendment shall not be modified except in writing subscribed by the parties hereto.
9. The parties hereto have participated jointly in the negotiation and drafting of this First Amendment. In the event an ambiguity or question of intent or interpretation arises, this First Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this First Amendment.
10. Tenant has full power and authority to enter into this First Amendment and Tenant has taken all necessary actions for the authorization of the execution of this First Amendment, including, without limitation, that those owning an interest in Tenant whose approval is required by the terms of any organizational documents have duly approved the transaction contemplated by this First Amendment and have authorized execution and delivery thereof by the respective signatories.
11. Except as amended hereby, all the terms and conditions of the Lease shall remain unmodified and in full force and effect.

LANDLORD

TOP OF THE SQUARE, LLC

By: 

Name: Shawn Thomas

Title: Vice President

TENANT:

WATERTOWN FAMILY YMCA

By: _____

Name: _____

Title: _____

TENANT:

**JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

Name: _____

Title: _____

1. HANDRAILS AT WALL SHALL EXTEND 2-3 FEET PAST THE BOTTOM OF THE LAST RING MISSING AT THE BOTTOM OF STAIN RINGS UNDER OPPOSITE NOTCH.
2. HANDRAILS SHALL EXTEND 2-3 FEET PAST THE TOP OF THE LAST RING MISSING AT THE TOP OF STAIN RINGS UNDER OPPOSITE NOTCH.
3. ALL SEW AND FISHING EXPOSURE STEPS AT STAIRS AND WALKWAYS TO BE FINISHED.
4. ALL WELDS TO BE CONTINUOUS AND GRINDING SMOOTH.



A-205
BID SET

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 07.07.2022.01

**RESOLUTION TO OPEN A BANK ACCOUNT FOR THE DCIP GRANT FOR 146
ARSENAL STREET**

WHEREAS, the Jefferson County Industrial Development Agency (JCIDA) has been awarded a grant from the Defense Community Infrastructure Program (DCIP), administered by the U.S. Department of Defense's Office for Local Defense Community Cooperation, for the Watertown Family YMCA project at 146 Arsenal Street, Watertown, and

WHEREAS, JCIDA Staff request board approval to open a bank account at Watertown Savings Bank specifically for tracking and administering the DCIP Grant for the project at 146 Arsenal Street, Watertown, NY,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approve the request, and be it further,

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

This Resolution shall take effect immediately.

W. Edward Walldroff, Secretary

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 07.07.2022.02

**RESOLUTION TO ACCEPT MONEY FROM THE ARPA GRANT FUND TO
REIMBURSE RLF FOR REMEDIATION PROJECT AT 146 ARSENAL STREET**

WHEREAS, the Jefferson County Industrial Development Agency (“JCIDA”) entered into a sub-recipient agreement with the County of Jefferson (the “County”) for the administration of funds from the United States Coronavirus State and Local Fiscal Recovery Funds (the “SLFRF”), and

WHEREAS, those funds include \$1,000,000 to be applied to the cost of environmental remediation undertaken by the JCIDA at 146 Arsenal Street, Watertown; and

WHEREAS, the JCIDA has received its first payment from the County toward certain programs agreed to in the sub-recipient agreement, including the environmental remediation at 146 Arsenal Street; and

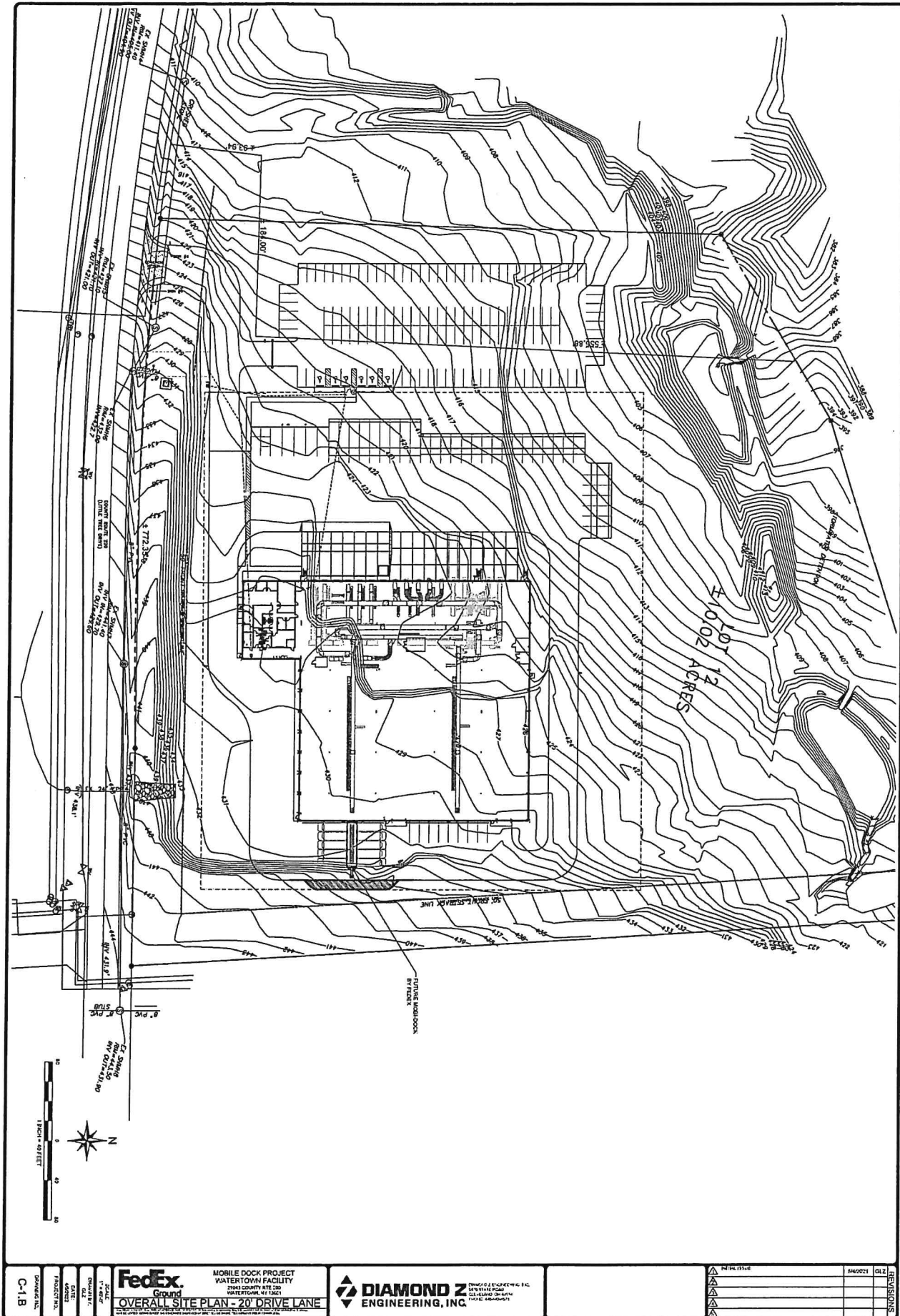
WHEREAS, the JCIDA had borrowed from its own revolving loan fund to cover costs associated with the environmental remediation; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Jefferson County Industrial Development Agency accept \$1,000,000 from the ARPA grant payment received from the County to reimburse the RLF account to pay down the remediation project loan for 146 Arsenal Street, and be it further

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

This resolution shall take effect immediately.

W. Edward Walldroff
Secretary



C-1B

DATE: 04/11/14

PROJECT NO.

DATE: 04/11/14

PROJECT NO.

DATE: 04/11/14

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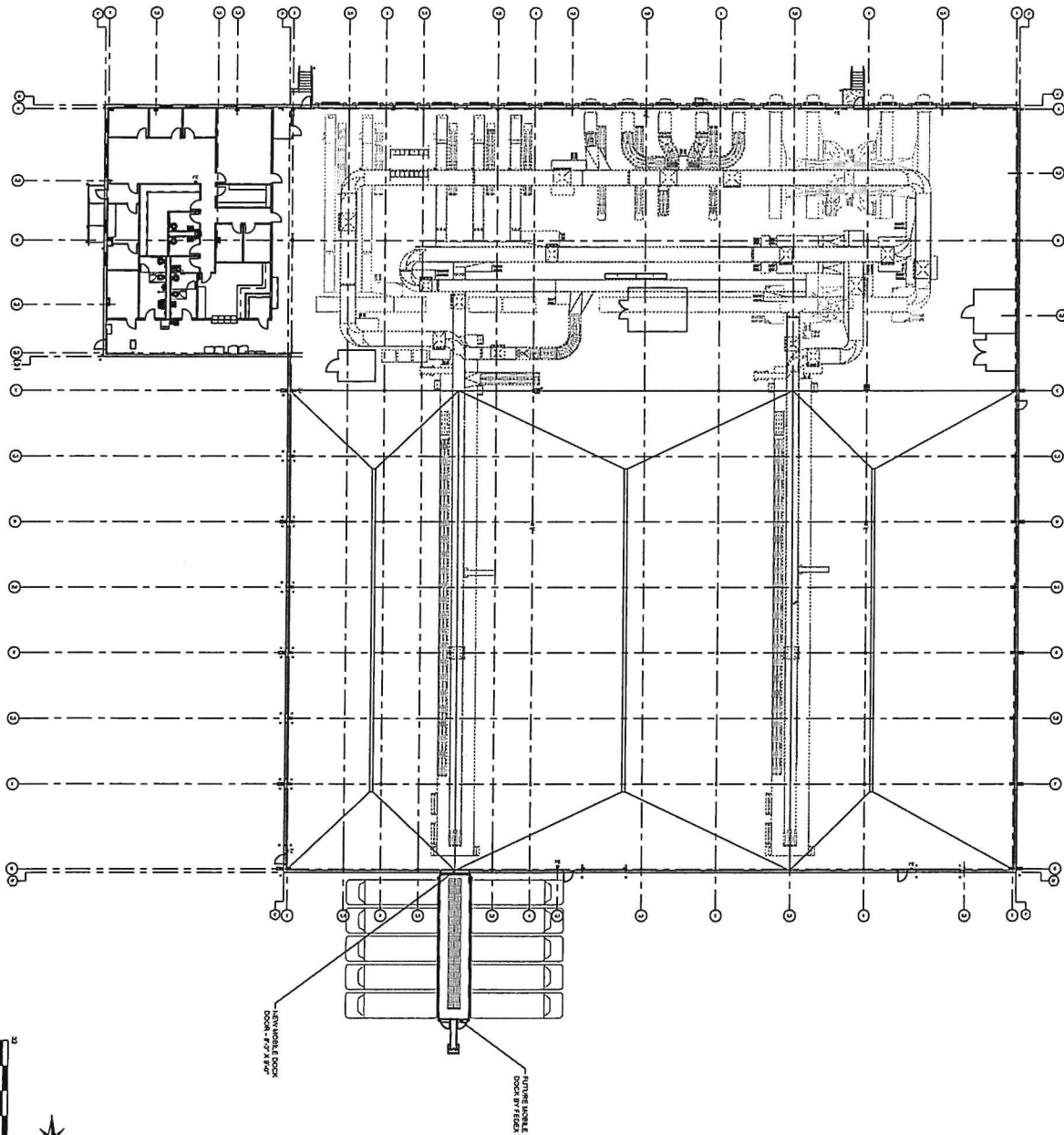
PROJECT NO.

FedEx
Ground
MOBILE DOCK PROJECT
WATERTOWN FACILITY
2941 COUNTY RTE 320
WATERTOWN, VT 05671
OVERALL SITE PLAN - 20' DRIVE LANE

DIAMOND 2
ENGINEERING, INC.
2001 E. 11TH AVE.
DENVER, CO 80202
TEL: 303.733.1111
WWW.DIAMOND2ENGINEERING.COM

NO.	DATE	REVISIONS
1	04/11/14	ISSUED FOR PERMIT
2		
3		
4		
5		

FedEx Ground Mobile Dock



DATE: 10/1/01
A-101

PROJECT NO.: 1000000000

DESIGNER: J. L. LEE

SCALE: 1/8" = 1'-0"

DATE: 10/1/01

PROJECT NO.: 1000000000

DESIGNER: J. L. LEE

SCALE: 1/8" = 1'-0"

DATE: 10/1/01

PROJECT NO.: 1000000000

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SCALE: 1/8" = 1'-0"

DATE: 10/1/01

PROJECT NO.: 1000000000

DESIGNER: J. L. LEE

SCALE: 1/8" = 1'-0"

DATE: 10/1/01

PROJECT NO.: 1000000000

DIAMOND ENGINEERING, INC.
UNINCORPORATED
1000000000

REVISIONS	DATE	BY	CHK
1	10/1/01	J. L. LEE	
2			
3			
4			
5			

FedEx Ground mobile
Dock



FedEx
Ground mobile
Dock



FedEx Ground
mobile dock



FedEx Ground mobile
Dock



June 28, 2022

Jefferson County Industrial Development Agency
800 Starbuck Ave,
Watertown, NY 13601

Re: Compensation for temporary easement for gas line placement for National Grid along Fisher Rd adjacent to tax parcel 73.20-1-10.14

I am writing this letter as a form of commitment regarding payment for compensation for

Temporary Easement.....\$ \$1,193.62

The total compensation of \$1,193.62 will be delivered upon execution of the signed agreement with and completion of tax form enclosed. The area will be restored back to original grade with grass.. Please return the completed the tax form and the executed agreement in the self-address envelope. Please allow two weeks for the check to be processed. Due to Covid please mail to my home, Tim Stapleton, 103 Terrace Drive, Syracuse, NY 13219

Please call me on (607) 342-8117 if you have any questions or concerns.

Thank you for your anticipated cooperation and understanding.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tim Stapleton', written over a horizontal line.

Tim Stapleton

Real Estate/ROW

607 342-8117

timothy.stapleton@nationalgrid.com



DATUM
U.S. SURVEY FEET
NYS PCS CENTRAL ZONE
HORIZONTAL: NAD 83 (2011)

TAX MAP ID# 73.20-1-10.14
LANDS N/F
JEFFERSON COUNTY
INDUSTRIAL DEVELOPMENT
AGENCY

TEMPORARY EASEMENT "A"
AREA=15386.62± SQ. FT OR 0.353 ACRE±

TAX MAP ID# 73.20-1-15
LANDS N/F
NIAGARA MOHAWK POWER
CORPORATION

PERMANENT EASEMENT
AREA=12267.43± SQ. FT OR 0.282 ACRE±

PROPOSED GAS PIPE
EXISTING GAS PIPE TO BE ABANDONED

PROPERTY NMPC

TAX MAP ID# 73.20-1-10.7
LANDS N/F
MSP REALTY, LLC

TEMPORARY EASEMENT "B"
AREA=3893.34± SQ. FT OR 0.090 ACRE±

PROPERTY LINE

PROPERTY LINE

FISHER
RD.

PREPARED BY

Niagara Mohawk

0' 50' 100' 150'

EXHIBIT "A"

EASEMENTS TO BE OBTAINED FROM
JEFFERSON CO. IND. DEVELOPMENT AGENCY
TOWN OF WATERTOWN - JEFFERSON COUNTY, N.Y.

DES. RWM	DR. RWM	CK. RWM	DATE: 5/6/22	SCALE: 1"=50'
REV. 2				INDEX: 12.2-R5-M49
REV. 1				NO. A-77341-C

SURVEY PROJECT #5194-4

W.O. #90000197826

SHEET 1 C

TEMPORARY WORKSPACE AGREEMENT

THIS INDENTURE, made the _____ day of _____ 2022 by **Jefferson County Industrial Development Agency**, whose address is **800 Starbuck Ave, Watertown, NY 13601** ("**Grantor**"), and **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation having its principal place of business at 300 Erie Boulevard West, Syracuse, New York, 13202, ("**Company**").

The **Grantor**, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the **Company**, the receipt of which is acknowledged, hereby grants to the **Company**, its successors and assigns, the temporary easement and right to enter a portion of the lands shown on the map attached hereto as Exhibit "A" of the **Grantor** for the limited purposes of **ingress/egress/work space for the installation of gas facilities with construction vehicles, crews, equipment and material** on lands of the **Grantor** located in the Town of Watertown, County of Jefferson, State of New York, identified as tax parcel number(s) **73.20-1-10.14** with an address of Co Rte 196, Watertown NY

The construction workspace authorized by this agreement is at locations approximately as shown on Exhibits "A" and made a part hereof.

Upon completion of the work, the **Company** shall to the extent practicable, restore the affected property to its original condition. This agreement shall terminate upon completion of this repair/relocation of pipeline 55 involving updates to the existing pipeline. Anticipated start date is after March 1, 2022 and anticipated completion is by November 30, 2022.

Both parties agree to the following:

- Timeline is approximate and if the work is delayed for any reason both parties agree that the term of this agreement will be extended to the completion of this project.
- If the term is extended no further compensation will be due.

The **Company** hereby releases and will indemnify and save harmless the **Grantor** against all loss, damage, or injury to property or persons caused by the negligence of the **Company**, its employees, agents representatives, independent contractors, and invitees during their entry or presence upon **Grantor's** property pursuant to this agreement.

The **Company** shall not assign its rights, duties or obligations set forth in this Agreement without the prior written consent of **Grantor**, which consent shall not be unreasonably withheld, except that the **Company** may assign its rights, duties, and obligations to an affiliate or subsidiary company without the **Grantor's** prior written consent.

This grant shall be a covenant running with land for the benefit of the **Company**, its successors and assigns, and shall be binding upon the successor, heirs and assigns of the **Grantor**.

IN WITNESS WHEREOF, the **Grantor** has executed this agreement the day and year written above.

Jefferson County Industrial Development Agency

by: _____ by: _____
Signature Signature

its: _____ its: _____
Title Title

2022 Board Attendance

[illegible]