

Notice of Board Meeting

Date: July 27, 2023

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

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

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The Jefferson County Local Development Corporation will hold their Board Meeting on **Thursday, August 10, 2023 at 8:00 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

The live stream link is 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
Jay Matteson
Joy Nuffer
Robin Stephenson
Justin Miller, Esq.
Media

REVISED BOARD MEETING AGENDA
Thursday, August 10, 2023 – 8:00 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – July 13, 2023**
- V. Treasurer’s Report – July 31, 2023**
- VI. Committee Reports**
- VII. Council Reports**
 - a. Jefferson County Agricultural Development**
 - b. Manufacturing**
 - c. Marketing**
- VIII. Unfinished Business**
 - 1. ARPA Funds Report (Round One)**
 - 2. Small Business Productivity Improvement Grant (ARPA Round One)**
- IX. Counsel**
- X. New Business**
 - 1. Subrecipient Agreement with County of Jefferson for ARPA Funds for Round Two**
 - 2. Tourism Program for APRA Funds (Round Two)**
- XI. Adjournment**

**Jefferson County Local Development Corporation
Board Meeting Minutes
July 13, 2023**

DRAFT

The Jefferson County Local Development Corporation held their board meeting on Thursday, July 13, 2023 in the board room at 800 Starbuck Avenue, Watertown, NY.

Present: Robert E. Aliasso, Jr., Paul Warneck, Lisa L'Huillier, David Converse, W. Edward Walldroff, Christine Powers, Gregory Gardner, John Condino, William Johnson, Rob Aiken

Excused: Kent Burto

Absent: None

Also Present: Justin Miller, Esq. (Harris Beach), Darrin Prance (North American Tapes)
Zoom: Craig Fox (Watertown Daily Times)

Staff Present: David Zembiec, Marshall Weir, Lyle Eaton, Joy Nuffer, Jay Matteson, Robin Stephenson

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:01 a.m.
- II. Pledge of Allegiance**
- III. Privilege of the Floor:** Chairman Aliasso invited guests to speak. No one spoke. Mr. Aliasso congratulated Dave Zembiec for the Man of the Mountain award he had received from Fort Drum last month. He also said the JCLDC had received a thank you card from Mark Gaines from NBC Watertown in appreciation of the work on the Dairy Parade.
- IV. Minutes:** Minutes of the meeting held June 1, 2023 were presented. A motion to approve the minutes as presented was made by Mr. Converse, seconded by Mr. Aiken. All in favor. Carried.
- V. Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending June 30, 2023. He said that there is a timing issue on the past due loans. A motion was made by Ms. Powers to accept the financial report as presented, seconded by Mr. Condino. All in favor. Carried.
- VI. Committee Reports:** None.
- VII. Council Reports:**
 - a. Ag – Mr. Matteson provided the following updates:**
 - Dairy Parade – Mr. Matteson thanked all who were involved in the parade and stated that all went well. Mr. Aiken had helped with the parade along with Mr. Zembiec & Ms. Nuffer, and he said that it was a very well-organized parade, and commended Mr. Matteson's work on the parade. Ms. L'Huillier mentioned that she was a parade entrant and all she heard was how organized it was.
 - Food Resiliency Grants – Mr. Matteson gave a couple of examples of how the grants helped businesses to expand their markets and said they were going well.

- Ag Council – Mr. Matteson stated that they had met to discuss and debrief about a project that had located in another area, and what could be done to attract agriculture businesses to Jefferson County. They are planning to step up the marketing and coordinating with surrounding counties and agencies. Paul commented that he appreciated getting the minutes of the Ag Council meetings.

b. **Manufacturing** – Mr. Zembiec said that in coordination with the Jefferson-Lewis County roundtables that occur 2 times a year, they are also organizing tours where manufacturers visit other manufacturing facilities to network and learn from one another. Legislators will be invited on the tour and sit down for a roundtable discussion afterwards. The first such event was held last month at Otis Technologies with Senator Mark Walczyk. The next tour will be in Jefferson County. He also stated that there was a meeting on workforce issues last week with many agencies to look ahead to what might be ahead, including the locating of Micron in Clay. He stated that the internships from Fort Drum have been highly successful, as soldiers start as interns six months prior to being discharged. He also noted that many receive required certifications prior to the completion of their internship.

c. **Marketing** – Mr. Weir thanked Ms. Stephenson for her work on the newsletter and said it has been quite useful. He thanked Ms. Nuffer for her work on the ARPA grants. He stated that the new round of ARPA grants will be starting soon, and thanked Jefferson County again for the help they are giving to businesses in the area. Mr. Weir said there is a big marketing effort in the area targeting the solar eclipse of 2024.

VIII. Unfinished Business:

1. **ARPA Funds Report** – An updated spreadsheet showing the grant fund activity was provided in the board packet. There is currently \$54,457.96 of uncommitted funds left within the various programs.

Ms. Nuffer said that she sent a letter to some of the grant recipients to see if they were still interested in completing their projects. Responses have been coming in and many projects are beginning.

IX. Counsel: None.

X. New Business: Mr. Aliasso stated that the agencies have had joint Loan Review Committees in the past but will need to be separated into separate meetings due to NYS regulations. Mr. Zembiec reported that the funding request to Jefferson County is due on August 18, 2023 and he will be meeting with county representatives soon.

XI. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Warneck, seconded by Ms. Powers. All in favor. The meeting adjourned at 8:35 a.m.

Respectfully submitted,

Joy Nuffer

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
Income Statement for the Seven Month Period Ending July 31, 2023

Prepared by Joy Nuffer, August 1, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Revenues					
Admin Fees	\$ 707,275.00	412,577.06	\$ 58,939.58	58,939.58	294,697.94
JC Grant Marketing	275,400.00	160,650.00	22,950.00	22,950.00	114,750.00
JC Grant Ag Program	138,720.00	87,500.00	12,500.00	12,500.00	51,220.00
RLF Interest Income	23,000.00	5,614.65	562.51	953.68	17,385.35
Grant Income Federal	0.00	441,219.52	12,292.15	42,678.52	(441,219.52)
Interest Income	1,400.00	1,819.86	0.00	304.99	(419.86)
Late Fee	0.00	252.15	20.34	21.56	(252.15)
Miscellaneous Income	500.00	3,364.65	0.00	3,000.00	(2,864.65)
AG Conference	0.00	1,000.00	0.00	0.00	(1,000.00)
Total Revenues	1,146,295.00	1,113,997.89	107,264.58	141,348.33	32,297.11
Expenses					
Salaries	589,450.13	311,221.92	44,364.88	44,364.88	278,228.21
Benefits	242,031.33	128,398.91	18,578.89	17,147.84	113,632.42
Operations					
Marketing Program	354,848.00	185,176.43	27,029.33	26,154.97	169,671.57
AG Program	221,165.00	130,403.97	16,281.78	18,205.66	90,761.03
Office Expense	12,000.00	4,855.42	395.03	707.66	7,144.58
Payroll Processing	3,600.00	2,456.75	319.80	319.80	1,143.25
Office Rent	18,000.00	10,617.74	1,516.82	1,516.82	7,382.26
Project Loan Rent	55,942.00	32,633.09	4,661.87	4,661.87	23,308.91
Office Cleaning	10,900.00	6,620.27	1,007.56	1,007.56	4,279.73
Telephone	7,000.00	4,230.72	376.67	1,211.90	2,769.28
Equipment Rental	4,100.00	2,423.33	346.19	346.19	1,676.67
Equipment Maintenance	3,000.00	196.00	0.00	0.00	2,804.00
System Maintenance	1,000.00	3,975.75	595.35	595.35	(2,975.75)
Electric Service	5,500.00	2,851.33	536.96	390.14	2,648.67
Gas Service	3,500.00	1,478.56	26.26	35.71	2,021.44
Business Support	5,000.00	0.00	0.00	0.00	5,000.00
Manufacturers Comm. Expense	0.00	729.30	0.00	0.00	(729.30)
Workforce Development	2,500.00	0.00	0.00	0.00	2,500.00
Travel/Promotion/Meals	8,000.00	4,329.02	1,331.86	256.18	3,670.98
Staff Training & Seminars	4,000.00	1,440.00	0.00	0.00	2,560.00
Depreciation F&F	17,000.00	9,528.26	1,361.18	1,361.18	7,471.74
Dues & Publications	15,000.00	3,826.16	494.16	286.00	11,173.84
Commercial Insurance	9,100.00	1,438.66	285.54	0.00	7,661.34
Legal RLF	1,000.00	0.00	0.00	0.00	1,000.00
Legal Unrestricted	1,000.00	0.00	0.00	0.00	1,000.00
Accounting & Auditing	8,000.00	14,000.00	0.00	0.00	(6,000.00)
Grants Expense Federal	0.00	441,219.52	12,292.15	42,678.52	(441,219.52)
Covid Grant	10,000.00	5,000.00	0.00	0.00	5,000.00
Reallocated Program Expenses	(465,840.00)	(274,397.00)	(38,594.11)	(38,594.12)	(191,443.00)
Miscellaneous - Unrestricted	500.00	0.00	0.00	0.00	500.00
Total Operations	1,147,296.46	1,034,654.11	93,208.17	122,654.11	112,642.35
Total Revenue	1,146,295.00	1,113,997.89	107,264.58	141,348.33	32,297.11
Total Expenses	1,147,296.46	1,034,654.11	93,208.17	122,654.11	112,642.35
Net Income Over Expenditures	\$ (1,001.46)	79,343.78	\$ 14,056.41	18,694.22	(80,345.24)

For Internal Use Only

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

AG Program Expense Statement for the Seven Month Period Ending July 31, 2023

Prepared by Joy Nuffer, August 1, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
AG Annual Meeting	\$ 5,000.00	4,581.10	\$ 0.00	0.00	418.90
AG Office Expense	1,000.00	152.41	0.00	45.49	847.59
AG Advertising	4,000.00	1,735.63	0.00	0.00	2,264.37
AG Printed Material	1,000.00	0.00	0.00	0.00	1,000.00
AG Membership/Dues	400.00	0.00	0.00	0.00	400.00
AG Business Attraction	3,500.00	0.00	0.00	0.00	3,500.00
AG Subscriptions	200.00	0.00	0.00	0.00	200.00
AG Travel/Meals/Lodging	4,000.00	2,549.75	0.00	249.45	1,450.25
Dairy Parade	0.00	2,024.47	0.00	1,628.93	(2,024.47)
AG Web Site Development	2,000.00	0.00	0.00	0.00	2,000.00
AG Website Promotion	0.00	349.92	0.00	0.00	(349.92)
AG Misc Program Expenses	1,000.00	0.00	0.00	0.00	1,000.00
Local Food Guide	800.00	800.00	0.00	0.00	0.00
Salary Overhead	99,510.00	56,316.00	7,508.80	7,508.80	43,194.00
FICA Overhead	5,971.00	3,290.07	438.67	438.68	2,680.93
Medicare Overhead	1,393.00	769.45	102.59	102.59	623.55
Health/Dental Ins Overhead	21,740.00	19,054.33	2,723.78	2,723.78	2,685.67
Retirement Overhead	8,956.00	3,378.90	450.52	450.52	5,577.10
Indirect Labor Allocation	55,253.00	32,230.94	4,604.42	4,604.42	23,022.06
Non Labor Allocated Overhead	5,442.00	3,171.00	453.00	453.00	2,271.00
Total Operations	221,165.00	130,403.97	16,281.78	18,205.66	90,761.03

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

Manuf. & Business Support Expense Statement for the Seven Month Period Ending July 31, 2023

Prepared by Joy Nuffer, August 1, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
Business Support	\$ 5,000.00	0.00	\$ 0.00	0.00	5,000.00
Manufacturers Comm. Expense	0.00	729.30	0.00	0.00	(729.30)
Workforce Development	2,500.00	0.00	0.00	0.00	2,500.00
Total Operations	7,500.00	729.30	0.00	0.00	6,770.70

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION**Marketing Program Expense Statement for the Seven Month Period Ending July 31, 2023**

Prepared by Joy Nuffer, August 1, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
Advertising Expense	\$ 46,600.00	12,023.65	\$ 612.00	2,516.90	34,576.35
Canadian Marketing	10,000.00	0.00	0.00	0.00	10,000.00
Printed Material	1,000.00	1,841.02	820.00	0.00	(841.02)
Seminars Workshops Publicatio	2,500.00	360.00	0.00	0.00	2,140.00
Travel/Meals/Promotion	3,000.00	1,191.41	0.00	686.20	1,808.59
Workforce Development	0.00	3,000.00	3,000.00	0.00	(3,000.00)
Public Relations	3,000.00	0.00	0.00	0.00	3,000.00
Web Site Dev & Promo Design	5,000.00	2,369.54	285.00	639.54	2,630.46
Events Sponsorship	11,000.00	3,204.50	0.00	0.00	7,795.50
Drum Country Business	5,000.00	5,000.00	0.00	0.00	0.00
Allocated Overhead	267,748.00	156,186.31	22,312.33	22,312.33	111,561.69
Total Operations	354,848.00	185,176.43	27,029.33	26,154.97	169,671.57

Jefferson County Local Development Corp
Balance Sheet
July 31, 2023

ASSETS

Current Assets		
General Checking	\$	540,471.20
Savings Account		1,767,172.47
RLF Savings		1,980,027.91
RLF Loans Receivable		163,306.78
N Grid Mkt Grant European		12,500.00
COVID Accounts Receivable		114,155.69
Clayton Loans Receivable		7,295.64
Miscellaneous Recievable		124,879.16
Due YMCA		400,000.00
LHI Records Storage		87,029.51
Prepaid Expense		4,140.34
		5,200,978.70
Total Current Assets		
Property and Equipment		
Accumulated Depreciation		(88,216.22)
		(88,216.22)
Total Property and Equipment		
Other Assets		
Furniture & Fixtures		76,897.89
ROU Lease Asset		175,454.00
		252,351.89
Total Other Assets		
Total Assets	\$	5,365,114.37

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestr	\$	2,242.57
Grants Payable YMCA		400,000.00
ST Lease Liability		1,358.00
ARPA Food Grant		138,988.76
ARPA Child Care Grant		350,367.85
ARPA Small Business & Training		184,839.96
ARPA Rental Property Deferred		189,618.66
JC Grant-Marketing		45,900.00
JC Grant Agriculture Program		62,500.00
Deferred Mkt. Grant European		12,500.00
		1,388,315.80
Total Current Liabilities		
Long-Term Liabilities		
LT Lease Liability		202,078.00
		202,078.00
Total Long-Term Liabilities		
Total Liabilities		1,590,393.80
Capital		
General Fund Bal - Unrestrict.		3,695,376.79
Net Income		79,343.78
		3,774,720.57
Total Capital		
Total Liabilities & Capital	\$	5,365,114.37

Unaudited - For Management Purposes Only

Jefferson County Local Development Corp

Receivables

As of July 31, 2023

Customer	Orig Loan	Balance	Issued	Maturity	Terms	Status	Payment
JAY CANZONIER	100,000.00	26,972.65	4/26/17	7/1/2026	3%- 84 Months	Current	726.73
CLAYTON ISLAND TOURS	40,000.00	8,963.81	4/29/20	5/1/2026	5%-73 Months	Current	198.97
CLAYTON YACHT CLUB	40,000.00	32,472.06	8/4/21	8/1/2027	3%-73 Months	Current	718.75
DIPRINZIO'S KITCHEN	5,000.00	3,647.82	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
DIPRINZIO'S MARKET	5,000.00	3,647.82	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
WICLDC	200,000.00	89,576.02	12/1/10	1/1/2031	3%, 240 Months	Current	1,109.20
WICLDC-JAIN	98,082.50	5,321.91	9/10/18	10/1/2023	3.5% 60 Months	Current	1,784.29
Report Total		170,602.09					

**Jefferson County Local Development Corp
RLF Aged Receivables
As of Jul 31, 2023**

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/C	Amount Due
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS	2086	26,972.65
		<hr/>
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS		26,972.65
		<hr/>
CLAYTON ISLAND CLAYTON ISLAND TOURS	2242	8,963.81
		<hr/>
CLAYTON ISLAND CLAYTON ISLAND TOURS		8,963.81
		<hr/>
CLAYTON YACHT CLAYTON YACHT CLUB, INC.	2344	32,472.06
		<hr/>
CLAYTON YACHT CLAYTON YACHT CLUB, INC.		32,472.06
		<hr/>
WIC WICLDC	1907 RLF LOAN	89,576.35 5,321.91
		<hr/>
WIC WICLDC		94,898.26
		<hr/>
Report Total		163,306.78
		<hr/> <hr/>

**Jefferson County Local Development Corp
Clayton Loans Aged Receivables
As of Jul 31, 2023**

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/C	Amount Due
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN	2309	3,647.82
		<hr/> 3,647.82
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN		
DIPRINZIO MARKET DIPRINZIO'S MARKET	2310	3,647.82
		<hr/> 3,647.82
DIPRINZIO MARKET DIPRINZIO'S MARKET		
Report Total		<hr/> 7,295.64 <hr/> <hr/>

**Jefferson County Local Development Corp
 COVID Loans Aged Receivables
 As of Jul 31, 2023**

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/C	Amount Due
AUBREYS AUBREYS SHOPPING CENTER	2241	5,849.84
		<hr/>
AUBREYS AUBREYS SHOPPING CENTER		5,849.84
		<hr/>
BROTHERTON STEVEN BROTHERTON	2252	3,775.58
		<hr/>
BROTHERTON STEVEN BROTHERTON		3,775.58
		<hr/>
CCTI COLLEENS CHERRY TREE INN	2238	6,014.95
		<hr/>
CCTI COLLEENS CHERRY TREE INN		6,014.95
		<hr/>
CORNELIA LAURIE A. CORNELIA	2240	5,840.31
		<hr/>
CORNELIA LAURIE A. CORNELIA		5,840.31
		<hr/>
DEMAR AMY S. DEMAR	2237	6,169.71
		<hr/>
DEMAR AMY S. DEMAR		6,169.71
		<hr/>
ELMER KATHLEEN ELMER	2253	6,022.83
		<hr/>

**Jefferson County Local Development Corp
 COVID Loans Aged Receivables
 As of Jul 31, 2023**

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/C	Amount Due
ELMER KATHLEEN ELMER		6,022.83
GOULD ROBERT L. GOULD	2234	5,849.84
GOULD ROBERT L. GOULD		5,849.84
GRAPES BUSTED GRAPES,LLC	2250	6,250.19
GRAPES BUSTED GRAPES,LLC		6,250.19
HERMAN BONNIE HERMAN	2235	5,849.84
HERMAN BONNIE HERMAN		5,849.84
MILLER GAIL W. MILLER	2236	5,849.84
MILLER GAIL W. MILLER		5,849.84
MORGIA MORGIA MASONRY	2264	6,014.49
MORGIA MORGIA MASONRY		6,014.49

**Jefferson County Local Development Corp
 COVID Loans Aged Receivables
 As of Jul 31, 2023**

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/C	Amount Due
NORTH BRANCH NORTH BRANCH FARMS	2262	6,014.45
NORTH BRANCH NORTH BRANCH FARMS		6,014.45
NORTHERN NORTHERN COMMERCIAL CLEANING	2263	5,979.72
NORTHERN NORTHERN COMMERCIAL CLEANING		5,979.72
PAINFULL PAINFULL ACRES	2255	2,758.37
PAINFULL PAINFULL ACRES		2,758.37
RHODES RHODES GREENHOUSES, INC	2261	6,014.49
RHODES RHODES GREENHOUSES, INC		6,014.49
SAMPSON-MELISSA MELISSA SAMPSON	2254	6,669.01
SAMPSON-MELISSA MELISSA SAMPSON		6,669.01
SKINNER SCOTT P. SKINNER	2248	5,684.37

**Jefferson County Local Development Corp
COVID Loans Aged Receivables
As of Jul 31, 2023**

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/C	Amount Due
SKINNER SCOTT P. SKINNER		5,684.37
TILLSON ALISHA TILLSON	2249	5,519.29
TILLSON ALISHA TILLSON		5,519.29
WILLS GREG WILLS	2246	5,849.84
WILLS GREG WILLS		5,849.84
ZERO ZERO DOCK STREET, LLC	2280	6,178.73
ZERO ZERO DOCK STREET, LLC		6,178.73
Report Total		114,155.69

**Jefferson County Local Development Corp
Misc. Aged Receivables
As of Jul 31, 2023**

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/C	Amount Due
JCIDA JEFF COUNTY IDA	2387 2388	58,939.58 58,939.58
JCIDA JEFF COUNTY IDA		117,879.16
National Grid EURO N GRID EURO GRANT 4373	2152	7,000.00
National Grid EURO N GRID EURO GRANT 4373		7,000.00
Report Total		124,879.16

Jefferson County Local Development Corp
Cash Receipts Journal
For the Period From Jul 1, 2023 to Jul 31, 2023

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
7/11/23	122250 407501 112501	0010000045	Invoice: 2253 7/23 INTEREST KATHLEEN ELMER	180.00	164.55 15.45
7/11/23	122250 407501 112501	0000080114	Invoice: 2280 7/23 INTEREST ZERO DOCK STREET, LLC	179.69	163.83 15.86
7/11/23	122250 407501 112501	4344	Invoice: 2236 7/23 INTEREST GAIL W. MILLER	179.69	164.65 15.04
7/11/23	122250 407501 112501	4455	Invoice: 2264 7/23 INTEREST MORGIA MASONRY	179.69	164.24 15.45
7/11/23	122250 407501 112501	6241	Invoice: 2252 6/24 INTEREST STEVEN BROTHERTON	200.00	189.62 10.38
7/11/23	122250 407501 112501	2749	Invoice: 2241 7/23 INTEREST AUBREYS SHOPPING CENTER	179.69	164.65 15.04
7/11/23	122250 407501 112501	1179	Invoice: 2263 7/23 INTEREST NORTHERN COMMERCIAL CLEANING	180.00	164.65 15.35
7/11/23	122250 407501 112501	1042	Invoice: 2249 7/23, 8/23, 9/23 INTEREST ALISHA TILLSON	539.07	495.20 43.87
7/11/23	122250 407501 112501	2653	Invoice: 2261 7/23 INTEREST RHODES GREENHOUSES, INC	179.69	164.24 15.45
7/11/23	122250 407501 112501	7227	Invoice: 2235 7/23 INTEREST BONNIE HERMAN	179.69	164.65 15.04
7/11/23	122250 407501 112501	5284	Invoice: 2262 7/23 INTEREST NORTH BRANCH FARMS	179.69	164.24 15.45
7/11/23	122250 407501 112501	3623	Invoice: 2240 7/23 INTEREST LAURIE A. CORNELIA	179.69	164.65 15.04
7/11/23	122025 407501 112501	5283	Invoice: 2086 7/23 INTEREST JAY CANZONIER D/B/A NORTH BRANCH FARMS	726.73	657.65 69.08
7/11/23	122025 407501 112501	0000995045	Invoice: 2242 7/23 INTEREST CLAYTON ISLAND TOURS	198.97	160.95 38.02
7/11/23	260201 100101	00070001	6 MONTHS OF AG BENEFIT JEFFERSON COUNTY TREASURER	75,000.00	75,000.00
7/20/23	122250	6749	Invoice: :- 18-		82.38

Jefferson County Local Development Corp
Cash Receipts Journal
For the Period From Jul 1, 2023 to Jul 31, 2023

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
	407501 112501		9/23 INTEREST PAINFULL ACRES	89.50	7.12
7/20/23	122250 407501 112501	1676	Invoice: 2238 6/23 INTEREST COLLEENS CHERRY TREE INN	179.00	164.24 14.76
7/20/23	122250 407501 112501	1594	Invoice: 2234 7/23 INTEREST ROBERT L. GOULD	179.69	164.65 15.04
7/20/23	122255 407501 412502 112501	0154	Invoice: 2310 5/23, 6/23, 7/23 INTEREST 5/23 & 6/23 LATE FEE DIPRINZIO'S MARKET	279.69	240.87 28.65 10.17
7/20/23	122255 407501 412502 112501	0155	Invoice: 2309 5/23, 6/23, 7/23 INTEREST 5/23 & 6/23 LATE FEE DIPRINZIO'S KITCHEN	279.69	240.87 28.65 10.17
7/20/23	122025 407501 112501	5299	Invoice: 2344 8/23 INTEREST CLAYTON YACHT CLUB, INC.	718.75	635.98 82.77
7/20/23	202401 202501 100001	19785	DUE JCLDC RLF DUE SHLDC PAINFULL ACRES	179.00	89.50 89.50
7/27/23	122250 407501 112501	6254	Invoice: 2252 INTEREST STEVEN BROTHERTON	200.00	190.09 9.91
7/27/23	122250 407501 112501	54247	Invoice: 2248 8/23 INTEREST SCOTT P. SKINNER	179.69	165.07 14.62
7/27/23	122025 407501 112501	166159	Invoice: RLF LOAN 6/23 & 7/23 INTEREST WICLDC	3,568.58	3,522.11 46.47
				<u>84,315.88</u>	<u>84,315.88</u>

Jefferson County Local Development Corp
Check Register
For the Period From Jul 1, 2023 to Jul 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6727	7/7/23	DAVIS VISION	100001	88.13
6728	7/7/23	EXCELLUS BC/BS	100001	409.04
6729	7/7/23	THE HARTFORD	100001	683.62
6730	7/7/23	JEFFERSON COMMUNITY COLLEGE	100001	3,363.98
6731	7/7/23	LIBERTY MUTUAL INSURANCE	100001	2,456.48
6732	7/7/23	NATIONAL GRID	100001	425.85
6733	7/7/23	NNY ONLINE	100001	595.35
6734	7/7/23	PROSHRED SECURITY	100001	23.77
6735	7/7/23	RBC WEALTH MANAGEMENT	100001	3,284.34
6736	7/7/23	SYNTELA CONFERENCING INC.	100001	7.42
6737	7/7/23	UNITED WAY OF NNY	100001	127.00
6738	7/7/23	WICLDC	100001	1,516.82
6739	7/7/23	WATERTOWN LOCAL DEVELOPMENT CORPORATION	100001	4,661.87
6740	7/7/23	BLUE MOUNTAIN SPRING WATER, INC.	100001	45.80
6741	7/7/23	EXCELLUS BC/BS	100001	620.77
6742	7/7/23	LIBERTY MUTUAL INSURANCE	100001	2,533.00
6743	7/7/23	EXCELLUS BC/BS	100001	12,016.52
6744	7/14/23	KEY BANK	100001	1,947.17
6745	7/18/23	ANTIQUE BOAT MUSEUM	100001	4,437.43
6746	7/18/23	ATLAS INTEGRATED	100001	285.00
6747	7/18/23	CINTAS	100001	142.56
6748	7/18/23	GREAT LAKES CHEESE	100001	4,490.74
6749	7/18/23	JCLDC	100001	89.50
6750	7/18/23	NORTHERN COMMERCIAL CLEANING	100001	865.00
6751	7/18/23	SACKETS HARBOR LDC	100001	89.50
6752	7/18/23	STEVENS MEDIA GROUP-WATERTOWN, LLC	100001	300.00
6753	7/18/23	GWNC CHAMBER OF COMMERCE	100001	3,000.00
6754	7/18/23	WB MASON CO INC.	100001	59.67
6755	7/20/23	RBC WEALTH MANAGEMENT	100001	3,284.34
6756	7/20/23	SPECTRUM REACH	100001	1,444.90
6757	7/20/23	UNITED WAY OF NNY	100001	127.00
6758	7/20/23	VERIZON WIRELESS	100001	842.50

Jefferson County Local Development Corp
Check Register
For the Period From Jul 1, 2023 to Jul 31, 2023

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6759	7/20/23	WESTELCOM	100001	369.25
6760	7/20/23	WPBS	100001	612.00
6761	7/20/23	WRVO	100001	160.00
6762	7/25/23	ADIRONDACK NORTH COUNTRY ASSOCIATION	100001	100.00
6763	7/25/23	CINTAS	100001	71.28
6764	7/25/23	JOHNSON NEWSPAPER CORP	100001	394.16
6765	7/25/23	PROSHRED SECURITY	100001	23.77
6766	7/25/23	SPOKEN EXPRESSIONS	100001	820.00
6767	7/25/23	WELLS FARGO FINANCIAL SERVICES	100001	346.19
Total				<u><u>57,161.72</u></u>

ARPA Grant Funds from Jefferson County-Status-Expenditures

Month	Child Care	Small Business Productivity & Incumbent Worker Training	Local Foods Resiliency	Rental Property Deferred Maintenance	Remediation 146 Arsenal Street	Hounsfield Sewer	Total Grants Running Balance
Total Available	\$809,000.00	\$425,000.00	\$400,000.00	\$425,000.00	\$1,000,000.00	\$1,500,000.00	\$4,559,000.00
April-22	\$67,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
May-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
June-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
July-22	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$3,492,000.00
August-22	\$125,791.52	\$11,052.00	\$94,928.45	\$0.00	\$0.00	\$0.00	\$3,260,228.03
September-22	\$0.00	\$66,378.93	\$7,722.00	\$34,958.80	\$0.00	\$292,000.00	\$2,859,168.30
October-22	\$15,045.02	\$43,814.69	\$37,176.74	\$41,710.22	\$0.00	\$0.00	\$2,721,421.63
November-22	\$0.00	\$20,233.13	\$10,450.00	\$4,220.00	\$0.00	\$0.00	\$2,686,518.50
December-22	\$102,407.09	\$10,000.00	\$33,459.86	\$27,616.80	\$0.00	\$0.00	\$2,513,034.75
January-23	\$0.00	\$44,596.00	\$12,700.00	\$45,533.04	\$0.00	\$0.00	\$2,410,205.71
February-23	\$91,353.91	\$0.00	\$12,778.26	\$10,000.00	\$0.00	\$0.00	\$2,296,073.54
March-23	\$0.00	\$17,834.18	\$30,506.25	\$19,600.00	\$0.00	\$0.00	\$2,228,133.11
April-23	\$53,670.63	\$0.00	\$10,000.00	\$19,197.68	\$0.00	\$0.00	\$2,145,264.80
May-23	\$0.00	\$11,278.90	\$0.00	\$7,200.00	\$0.00	\$0.00	\$2,126,785.90
June-23	\$0.00	\$6,044.04	\$11,289.68	\$25,344.80	\$0.00	\$0.00	\$2,084,107.38
July-23	\$3,363.98	\$8,928.17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,071,815.23
Total YTD Expenditures	\$458,632.15	\$240,160.04	\$261,011.24	\$235,381.34	\$1,000,000.00	\$292,000.00	\$2,487,184.77
Balance of Grant	\$350,367.85	\$184,839.96	\$138,988.76	\$189,618.66	\$0.00	\$1,208,000.00	\$2,071,815.23
Uncommitted Balance	\$0.00	\$27,464.54	\$82.51	\$5,400.00	\$0.00	\$0.00	
Excess Funds (Approved by board but did not take full award to date)	\$0.00	\$11,233.36	\$605.10	\$11,672.45	\$0.00	\$0.00	
Full Uncommitted Balance	\$0.00	\$38,697.90	\$687.61	\$17,072.45	\$0.00	\$0.00	
<i>Report Prepared by Joy Nuffer-Finance Assistant</i>							

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

2023 Board Attendance

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aiken, Robert	P	E	P	E	P	P	P					
Aliasso, Robert	P	P	Zoom	P	P	P	P					
Burto, Kent	E	Zoom	P	P	P	P	E					
Condino, John	P	P	P	E	P	P	P					
Converse, David	P	P	P	P	P	P	P					
Gardner, Gregory	Zoom	P	Zoom	P	P	P	P					
Johnson, William	E	P	P	E	P	P	P					
L'Huillier, Lisa	P	P	P	P	P	P	P					
Powers, Christine	P	P	P	P	P	P	P					
Walldroff, W. Edward	P	P	P	P	P	P	P					
Warneck, Paul	P	P	P	P	P	P	P					
Totals:	8	9	9	8	11	11	10					
P - Present												
E - Excused												
A - Absent												

Jefferson County Local Development Corporation
 Small Business Productivity Improvement (ARPA – Round One)

August 10, 2023

Grant recommendations:

Business Name	Summary of Project	Total Project Amount	Funding Recommendation
Jefferson-Lewis Board of Realtors	65" Touch Screen (\$2600), TV stand (\$500), Video bar/bracket (\$1350), 15 slot PC (\$1400), New Server (Intel Core i7 Dual Mirrored Hard Drive \$2999), Sonicwall TZ350 wireless (\$2590)	\$11,439	\$9,151.20

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made effective as of the ____ day of August, 2023, 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 LOCAL DEVELOPMENT CORPORATION, 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 “**JCLDC**”),

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 JCLDC 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 \$1,380,000.00, and

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

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

NOW THEREFORE, the COUNTY and JCLDC 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. 111 of 2023 of the Jefferson County Board of Legislators.
- B. Resolution No. 139 of 2023 of the Jefferson County Board of Legislators.
- C. Resolution No. 40 of 2022 of the Jefferson County Board of Legislators.
- D. Resolution No. 243 of 2021 of the Jefferson County Board of Legislators.
- E. 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);
- F. 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.

JCLDC 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 JCLDC 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 JCLDC, 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 JCLDC 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 JCLDC resulting from obligations incurred by the JCLDC 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 JCLDC 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 JCLDC 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, JCLDC 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. JCLDC shall likewise immediately transfer all accounting records and documentation of any kind in its possession relative to the administration of the programs.

SECTION 4. JCLDC PROGRAM EXECUTION RESPONSIBILITIES

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

(1) Tourism enhancement.	\$500,000.00
(2) Local food production.	\$500,000.00
(3) Small business.	\$180,000.00
(4) Food processing.	\$100,000.00
(5) Expansion of childcare services.	\$100,000.00

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 JCLDC under this Agreement, and it shall be an obligation of JCLDC under this Agreement to fully comply with same.

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

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

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.

JCLDC 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 JCLDC is conditioned upon JCLDC 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 JCLDC shall not exceed \$1,380,000.00 for the programs collectively. Any additional funds required to complete the programs shall be the sole responsibility of JCLDC. The SLFRF funds are based on cost estimates submitted by JCLDC to the COUNTY. COUNTY reserves the right to reduce the SLFRF funds (i) to conform to any revision to which the COUNTY and JCLDC 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 JCLDC \$1,380,000.00 upon execution of this agreement for all programs listed in Section 4. JCLDC 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

JCLDC will set up and follow accounting practices which strictly monitor the receipt and disbursement of all SLFRF funds. JCLDC 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 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 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 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, JCLDC 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, JCLDC shall provide COUNTY 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 10. 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 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 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

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 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 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 COUNTY.

Notwithstanding anything to the contrary in this Agreement, JCLDC 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 JCLDC shall not in any way limit JCLDC's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
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 JCLDC'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, JCLDC shall submit to COUNTY 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 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 JCLDC'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, JCLDC 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 JCLDC under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that JCLDC'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

JCLDC 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 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, 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.

SECTION 13. INDEPENDENT CONTRACTOR STATUS

The relationship of JCLDC to COUNTY shall be that of independent contractor. JCLDC, 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 JCLDC 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 JCLDC from subcontracting work under this Agreement as provided by Section 15.

SECTION 15. SUBCONTRACTING

It is understood and agreed that JCLDC may subcontract some or all program functions to the Jefferson County Local Development Corporation or other entity. In such event, JCLDC 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 JCLDC, and COUNTY's and JCLDC'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 JCLDC 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 JCLDC 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 JCLDC.

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

JCLDC - Chief Executive Officer, JCLDC
 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 _____, 2023

COUNTY OF JEFFERSON

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

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

By:
Name:
Title: _____

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF JEFFERSON ss:

On this _____ day of _____ 2023, 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 it 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 _____, 2023 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

New Program for ARPA Funds – Round Two

Tourism product enhancement & diversification, \$500,000

Tourism is a key industry in Jefferson County. This program is intended to stimulate new investment in our attractions and lodging facilities to strengthen the region's reputation and its appeal to both new and repeat visitors. It would provide grants of up to \$25,000 for projects to upgrade the tourism product, enhance the tourist experience, and/or diversify the audience. Grant amounts of up to 10,000 may cover no more than 80% of the total project cost. Grants over \$10,000 would cover no more than 75% of the total project cost. For example, a \$10,000 project would require the business to cover \$2,000 of the cost for a grant of \$8,000 (20% owner/80% grant). A \$20,000 project would require \$5,000 investment by the owner for a \$15,000 grant (25% owner/75% grant). However, since grant funds will be reimbursed upon project completion, recipients should have the means to cover the upfront cost of the project. Please reach out to Jefferson County Economic Development for additional clarification.

Examples of eligible projects may include the following:

- Upgrading room locks to keyless entry
- Projects to increase guest comfort or safety.
- Amenities such as patio heaters or guest wireless networks
- Children's recreational or educational areas.
- Recording tour information in other languages such as Mandarin Chinese or French

Although they may serve tourists as well as the broader population, convenience stores and dining establishments are not primary destinations and therefore will not be eligible applicants. They will continue to have access to the Small Business Productivity Improvement grant. Eligible lodging facilities WILL NOT include short-term home rentals or condominium units.