

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 Annual Board Meeting

Date: December 21, 2023

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

From: Chairman Robert Aliasso

Re: Notice of Annual Board of Directors' Meeting

=====

The Jefferson County Industrial Development Agency will hold their Annual Board Meeting on **Thursday, January 4, 2024 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
Jay Matteson
Joy Nuffer
Robin Stephenson
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Justin S. Miller, Esq.
Joseph V. Frateschi, Esq.
Media

ANNUAL BOARD MEETING AGENDA
Thursday, January 4, 2024 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – December 7, 2023**
- V. Treasurer’s Report – December 31, 2023**
- VI. Committee Reports**
 - a. Audit Committee**
 - i. Resolution No. 01.04.2024.01 to Engage Auditors for Annual Audit**
 - b. Governance Committee**
 - i. Resolution No. 01.04.2024.02 for Annual Internal Policy and Procedure Review**
 - ii. Summary Results of Confidential Evaluation of Board Performance**
 - c. Alternative Energy Ad Hoc Committee**
 - d. Corporate Park Ad Hoc Committee**
- VII. Unfinished Business**
 - 1. Resolution No. 01.04.2024.03 to Revise RLF Loan Commitment to Sackets Harbor Brew Pub d/b/a 1812 Brewing Company**
- VIII. New Business**
 - 1. Proposed Committee Structure for 2024**
 - 2. Proposed Amendment to the Administrative Services Agreement with JCLDC**
- IX. Counsel**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
December 7, 2023**

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The Jefferson County Industrial Development Agency held their board meeting on Thursday, December 7, 2023 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: David Converse

Absent: None

Also Present: Christine Powers, Joseph Frateschi (Harris Beach)

Zoom: Rob Aiken, Justin Miller, Esq. (Harris Beach), Craig Fox (Watertown Daily Times)

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

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:33 a.m.
- II. Privilege of the Floor:** Guests were invited to speak. No one spoke.
- III. Minutes:** Minutes of the meeting held November 2, 2023 were presented. A motion to approve the minutes as presented was made by Mr. Warneck, seconded by Mr. Walldroff. All in favor. Carried.
- IV. Treasurer's Report:** Mr. Warneck reviewed the financials for the period ending November 30, 2023. He noted that we received the closing fee for the North American Tapes PILOT project. He reviewed the delinquent loans. LCO Destiny is three months behind. He said that the board should discuss the budgeted PILOT revenue fees for next year since we are not going to hit the target for this year. He said they should also discuss having expedited closing expectations since approved projects are hanging out there for more than a year or more before they close. Chairman Aliasso mentioned the projects waiting to close and wondered if we should budget for losses. Mr. Warneck said we still wouldn't break even if those projects closed before year end. Mr. Eaton said there is nothing new for 2024 so far.

Chairman Aliasso asked about the electric/gas expenses related to 146 Arsenal Street. Mr. Zembiec said the Y reimburses the IDA and is in the process of getting them transferred over. After discussion, a motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Ms. L'Huillier. All in favor. Carried.

V. Committee Reports:

a. Nominating Committee –

- i. Resolution No. 12.07.2023.01 –** The Nominating Committee met on November 29, 2023, and recommended the following slate of officers for the 2024 calendar year: Chairman – Robert E. Aliasso, Jr., Vice Chairman – William Johnson, Treasurer – Paul J. Warneck, and Secretary – W. Edward Walldroff. A motion was made by Ms. L'Huillier to approve the resolution, seconded by Mr. Condino. All in favor. Carried.

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Ms. L'Huillier said the Jefferson County Board of Legislators will consider reappointing Mr. Aliasso and Mr. Johnson at their upcoming meeting.

- b. **Loan Review Committee** - Ms. Powers said the loan review committee met to discuss the loan modification request from LCO Destiny, LLC, the revised RLF loan request from Sackets Harbor Brew Pub d/b/a 1812 Brewing Company and a waiver or postponement request from Marzano Excavating to obtain keyman life insurance before closing.

Marzano Excavating – A motion was made by Mr. Warneck, seconded by Mr. Johnson to approve postponement for having keyman life insurance in place before the loan closing scheduled for 12/8/23. Discussion ensued. Mr. Condino commented that it takes time to put the policies in place and wondered why it took so long to address. Mr. Eaton said that once a loan is approved a commitment letter is sent to the applicant outlining the terms and conditions. It was noted that staff should let applicants know during the application process to avoid this situation in the future. All in favor. Carried.

- i. **Resolution No. 12.07.2023.02 for LCO Destiny, LLC** – A request to change the term of the loan from a 5-year amortization to a 10-year amortization, while keeping the 5-year call, to lower the monthly payment to help with current cash flow issues. Mr. Warneck said that the loan review committee is requiring the delinquent payments to be made by the end of the year.

A motion was made by Mr. Walldroff to approve the resolution, seconded by Ms. L'Huillier.

Executive Session

At 8:49 a.m., a motion was made by Mr. Warneck to enter into executive session to discuss the financials of a particular person or corporation, seconded by Mr. Johnson. All in favor. Board Members including LDC Board Member Powers and Aiken, Staff, and Counsel remained.

At 9:04 a.m., a motion was made by Mr. Warneck to leave executive session, seconded by Mr. Condino. All in favor.

All in favor of the motion to approve. Carried.

- ii. **Resolution No. 12.07.2023.03 for Sackets Harbor Brew Pub LLC d/b/a 1812 Brewing Company** – A request for a \$150,000 RLF to be used to purchase Maggie's on the River located at 500 Newell Street, Watertown, NY to expand the retail side of business for 1812 Brewing Company. Terms and conditions include a 15-year amortization with a 10-year balloon at a rate of 6%. Collateral will consist of a second co-proportional position mortgage with the Watertown Local Development Corporation (WLDC) and the North Country Alliance (NCA) subordinate to Watertown Savings Bank (WSB), a second co-proportional position with WLDC and NCA on all assets of the business, personal guaranty of Thomas W. Scozzafava as well as keyman life insurance, and a business guaranty of Maggie's on the

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**Jefferson County Industrial Development Agency
Board Meeting Minutes
December 7, 2023**

River. The loan will be contingent upon approval of the WLDC, NCA and WSB loans.

The Loan Review Committee added a contingency for a lien on Mr. Scozzafava's personal residence located at 251 Rowley Street, Gouverneur, NY, and the Sackets Harbor Brew Pub located at 212 W. Main Street, Sackets Harbor, NY. The Board agreed to add the 981 Waterman Drive, Watertown, NY facility as well as the North Country Operating Corp. as a guarantor.

A motion was made by Mr. Condino to approve the amended resolution listing all the guarantors and locations, seconded by Ms. L'Huillier. All in favor. Carried.

- c. **Alternative Energy Ad Hoc Committee** – Mr. Warneck indicated that a meeting was scheduled with Boralex representatives; however, it was postponed and has not been rescheduled at this time.

- d. **Corporate Park Ad Hoc Committee** –

Executive Session

At 9:10 a.m., a motion was made by Mr. Condino to enter into executive session to discuss the potential disposition of real property, seconded by Mr. Walldroff. All in favor. Board Members including LDC Board Members Powers and Aiken, Staff, and Counsel remained.

At 9:42 a.m., a motion was made by Mr. Warneck to leave executive session, seconded by Mr. Johnson. All in favor. No action was taken.

VI. Unfinished Business:

- 1. **146 Arsenal Street update** – Mr. Zembiec said the ribbon cutting ceremony for the new YMCA is scheduled for Monday, December 11, 2023.

VII. New Business:

Weather Policy – Chairman Aliasso asked staff to circulate the weather policy for the winter season.

Committee Structure – Chairman Aliasso said that he will be reviewing the committee structure for the 2024 calendar year. He asked board members for their input if they are interested in participating on certain committees.

VIII. Counsel: None.

- IX. Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Condino, seconded by Mr. Warneck. All in favor. The meeting was adjourned at 9:45 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Prepared by Joy Nuffer, December 20, 2023

UNRECONCILED

Income Statement for the Twelve Month Period Ending December 31, 2023

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 12,000.00	11,602.00	\$ 1,800.00	250.00	398.00
Bond Admin Fee	3,000.00	3,000.00	0.00	0.00	0.00
PILOT/Sale Leaseback Fees	1,200,963.00	208,260.00	0.00	102,370.00	992,703.00
Fee Income - RLF Program	43,422.00	43,422.00	3,618.50	3,618.50	0.00
Fee Income - Micro Program	24,087.00	24,187.00	2,007.25	2,007.25	(100.00)
Interest Income	1,000.00	239.91	0.00	21.55	760.09
Interest Income - RLF Program	32,000.00	34,656.23	4,971.34	2,125.00	(2,656.23)
Interest Income - Micro Prog.	9,000.00	7,197.00	407.28	608.24	1,803.00
Late Payment Penalty - Micro	300.00	234.31	0.00	0.00	65.69
Miscellaneous Income	0.00	56,354.81	0.00	11,394.50	(56,354.81)
Misc. Income - MICRO Program	0.00	25.00	0.00	0.00	(25.00)
YMCA Income	0.00	50,004.36	0.00	10,584.41	(50,004.36)
YMCA Grant Income	0.00	3,341,566.72	0.00	0.00	(3,341,566.72)
Total Revenues	1,325,772.00	3,780,749.34	12,804.37	132,979.45	(2,454,977.34)
Operations					
Public Works Fund	0.00	2,000.04	0.00	0.00	(2,000.04)
Office Expense	5,000.00	3,965.11	0.00	324.81	1,034.89
Admin Services Exp	707,275.00	707,274.96	58,939.58	58,939.58	0.04
Depreciation Expense - Siding	17,607.00	16,295.52	1,357.96	1,357.96	1,311.48
D&O Insurance	15,127.00	14,408.03	1,334.25	1,334.25	718.97
Commercial Insurance	29,600.00	8,156.94	811.85	811.85	21,443.06
FTZ Expense	1,200.00	1,250.00	1,250.00	0.00	(50.00)
Legal- Retainer	18,000.00	18,000.00	1,500.00	1,500.00	0.00
Legal - Unrestricted	40,000.00	11,511.69	0.00	11,230.50	28,488.31
Legal - Micro Program	0.00	1,125.00	0.00	1,125.00	(1,125.00)
Legal YMCA	10,000.00	658.29	0.00	0.00	9,341.71
Accounting & Auditing	15,000.00	21,900.00	0.00	0.00	(6,900.00)
Corporate Park Expense	0.00	5,947.60	0.00	0.00	(5,947.60)
Coffeen Park Taxes	2,000.00	2,166.92	0.00	0.00	(166.92)
Airport Park Taxes	2,000.00	1,071.02	0.00	0.00	928.98
Fees Expense	1,000.00	2,439.60	0.00	0.00	(1,439.60)
Grant Expense YMCA	0.00	3,341,566.72	0.00	0.00	(3,341,566.72)
Bad Debt--RLF	190,000.00	132,998.34	0.00	0.00	57,001.66
Bad Debt--Micro	90,000.00	(10,779.90)	(10,779.90)	0.00	100,779.90
RLF Program Expense	43,422.00	43,455.00	3,618.50	3,618.50	(33.00)
Microenterprise Program Exp	24,087.00	24,120.00	2,007.25	2,007.25	(33.00)
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
IDA 146 Arsenal Bldg Expense	113,404.00	2,387.27	0.00	67.64	111,016.73
Building Depreciation- 146 Ars	0.00	96,919.68	8,076.64	8,076.64	(96,919.68)
146 Arsenal Gas	0.00	7,120.05	0.00	118.87	(7,120.05)
146 Arsenal Electric	0.00	41,156.62	566.36	7,539.47	(41,156.62)
146 Arsenal Water	0.00	4,676.34	0.00	1,397.49	(4,676.34)
Miscellaneous - Unrestricted	200.00	0.00	0.00	0.00	200.00
Total Operations	1,325,722.00	4,501,790.84	68,682.49	98,324.81	(3,176,068.84)
Total Revenue	1,325,772.00	3,780,749.34	12,804.37	132,979.45	(2,454,977.34)
Total Expenses	1,325,722.00	4,501,790.84	68,682.49	98,324.81	(3,176,068.84)
Net Income Over Expenditures	\$ 50.00	(721,041.50)	\$ (55,878.12)	34,654.64	721,091.50

For Internal Use Only

Jefferson County IDA
Balance Sheet
December 31, 2023

ASSETS

Current Assets		
General Checking	\$	1,318,024.12
Savings Account		258,711.61
Microenterprise Account		93,585.79
City Loan Account		287,874.96
Revolving Loan Fund Account		2,159,317.06
Miscellaneous Receivable		30,140.80
Acct Receivable - Rogers		17,519.31
RLF Loans Receivable		1,900,248.38
Microenterprise Loans Rec.		132,074.81
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(35,000.00)
Prepaid Expense		19,765.14
		<hr/>
Total Current Assets		5,992,261.98
Property and Equipment		
Accum Depr - Building	(1,171,904.12)	
Accum Depr. Equipment	(52,269.66)	
Accumulated Depreciation Sidin	(43,454.72)	
		<hr/>
Total Property and Equipment		(1,267,628.50)
Other Assets		
IT Server	6,050.00	
Equipment	13,366.00	
Corp. Park Improvements	209,995.14	
Airport Property	884,326.02	
Intangible Asset	53,195.00	
WIP Airport	392,701.18	
WIP Intersection	244,973.52	
Woolworth Building	505,000.00	
Rail Siding CCIP	244,434.00	
Land 146 Arsenal	126,577.50	
146 Ars Building Improvements	3,264,556.08	
		<hr/>
Total Other Assets		5,945,174.44
Total Assets	\$	<u><u>10,669,807.92</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestricte	\$	54,697.90
RLF Loan Payable		700,000.00
Due HUD - RLF Interest		426.42
Due HUD - MICRO Interest		1.50
Due HUD - CITY Loan Interest		4.82
ARPA Airport Sewer		1,208,000.00
Car Freshner Signage		11,000.00
		<hr/>
Total Current Liabilities		1,974,130.64
Long-Term Liabilities		
Due NYS/IAP L.T.		180,159.78
Deferred Revenue - Rogers		18,000.51
		<hr/>

Unaudited - For Mana _ 7 _ ent Purposes Only

Jefferson County IDA
Balance Sheet
December 31, 2023

Total Long-Term Liabilities		198,160.29
Total Liabilities		2,172,290.93
Capital		
General Fund Bal - Unrestrict.	3,142,348.91	
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	(721,041.50)	
Total Capital		8,497,516.99
Total Liabilities & Capital	\$	10,669,807.92

Jefferson County IDA
General Checking Cash Receipts Journal
For the Period From Dec 1, 2023 to Dec 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
12/5/23	205602	ACH 12/23	12/23 DUE SHLDC		500.00
	202702		12/23 DUE RLF		2,125.00
	100001		CONVALT ENERGY, LLC	2,625.00	
12/6/23	125001	1265	Invoice: 3807		2,007.25
	100001		JEFFERSON COUNTY INDUSTRIAL	2,007.25	
12/6/23	125001	2214	Invoice: 3819		3,618.50
	100001		JEFFERSON COUNTY INDUSTRIAL	3,618.50	
12/14/23	202704	48170	DUE NCA		7,381.29
	202702		DUE RLF		14,153.43
	100001		LCO DESTINY, LLC	21,534.72	
12/14/23	121001	401528	Invoice: 3913		1,800.00
	100001		MARZANO EXCAVATING, LLC	1,800.00	
				<u>31,585.47</u>	<u>31,585.47</u>

Jefferson County IDA
Miscellaneous Receivables
As of Dec 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/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
CONVALT CONVALT ENERGY. LLC	3669 3911		11,230.50		27,486.30	27,486.30 11,230.50
CONVALT CONVALT ENERGY. LLC			11,230.50		27,486.30	38,716.80
Report Total			11,230.50		27,486.30	38,716.80

**Jefferson County IDA
Revolving Loan Fund Receivables
As of Dec 31, 2023**

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

Customer	Amount Due
CONVALT ENERGY. LLC	850,000.00
JEFFERSON COUNTY INDUSTRIAL	700,000.00
LCO DESTINY, LLC	220,158.38
THREE MILE BAY VENTURES, LLC	250,000.00
	<u>2,020,158.38</u>

Jefferson County IDA**Micro Loans Receivable****As of Dec 31, 2023**

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

Customer	Amount Due	
COLLEEN'S CHERRY TREE INN	21,702.70	Three Months Behind--Check;s in the mail
CLAYTON ISLAND TOURS, LLC	35,332.44	
R.L. GOULD & SON, LLC	5,165.49	
PAINFULL ACRES	10,800.16	
PINK KETTLE, LLC	16,814.11	
TASTE OF DESIGN	11,586.05	Two Months Behind- Has been notified
THERARTPY	5,533.10	
WILLOWBROOK ENTERPRISE, INC.	25,140.76	
	132,074.81	

Jefferson County IDA
Cash Disbursements Journal
For the Period From Dec 1, 2023 to Dec 31, 2023

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/5/23	8027	200001 100001	Invoice: 8946635 HARRIS BEACH	11,230.50	11,230.50
12/5/23	8028	200001 100001	Invoice: 972 NATIONAL ASSOCIATION OF	1,250.00	1,250.00
12/5/23	8029	200001 200001 100001	Invoice: 45150-11/23 Invoice: 45157-11/23 NATIONAL GRID	396.00 268.72	664.72
12/5/23	8030	200001 200001 100001	Invoice: 0000011-11/23 Invoice: 0001851 CITY OF WATERTOWN COMPTROLLER	1,354.77 42.72	1,397.49
12/12/23	8031	200001 100001	Invoice: 12/23 CONVALT JEFFERSON COUNTY INDUSTRIAL	2,125.00	2,125.00
12/12/23	8032	200001 200001 100001	Invoice: 45147-11/23 Invoice: 17024-11/23 NATIONAL GRID	118.87 6,874.75	6,993.62
12/12/23	8033	200001 100001	Invoice: 12/23 CONVALT SACKETS HARBOR LDC	500.00	500.00
12/14/23	8034	200001 100001	Invoice: 9/10,11/23 LCO JEFFERSON COUNTY INDUSTRIAL	14,153.43	14,153.43
12/14/23	8035	200001 200001 100001	Invoice: 45157-12/23 Invoice: 45150-12/23 NATIONAL GRID	327.38 238.98	566.36
12/14/23	8036	200001 100001	Invoice: 9,10,11/23 LCO NORTH COUNTRY ALLIANCE	7,381.29	7,381.29
12/18/23	8037	200001 100001	Invoice: 8950233 HARRIS BEACH	1,500.00	1,500.00
Total				47,762.41	47,762.41

Jefferson County IDA
Unrestricted Aged Payables
As of Dec 31, 2023

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

Vendor	Invoice/CM #	Date	Net To Pay
JEFF COUNTY LDC	2389	8/1/23	58,939.58
	2390	9/1/23	58,939.58
	2391	10/1/23	58,939.58
	2392	11/1/23	58,939.58
	2393	12/1/23	58,939.58
			<hr/>
JEFF COUNTY LDC			294,697.90
			<hr/>
			294,697.90
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**Jefferson County Industrial Development Agency
Audit Committee Meeting Minutes
December 15, 2023**

The Jefferson County Industrial Development Agency held an audit committee meeting on Friday, December 15, 2023 in the board room, 800 Starbuck Avenue, Watertown, NY.

Present: Paul Warneck (Chair), Christine Powers
Zoom: Rob Aliasso

Excused: David Converse, Rob Aiken

Also Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Joy Nuffer, Robin Stephenson, Laurie Podvin and Lyndi Hill from Bowers & Company, Bill Johnson, John Condino, Ed Walldroff

I. Call to Order: Chairman Warneck called the meeting to order at 8:06 a.m.

II. Engage Audit Firm:

Mr. Warneck indicated that the purpose of the pre-audit meeting is to engage Bowers & Company to complete the audit covering January 1, 2023 through December 31, 2023. It was noted that the JCIDA audit will include the JCCFDC. This will be year one for Ms. Podvin as lead partner and Ms. Hill as audit manager. Lead auditors are required to change every five years.

Ms. Podvin asked if there were any concerns or litigation; no one was aware of any. Ms. Podvin asked to be notified if there were any questionable/problem loans or significant commitments during the year outside of what they reviewed in the meeting minutes. Mr. Eaton indicated that Ms. Nuffer will provide a list of the loan balances for the loan confirmations.

The engagement letter was presented. The fee is \$12,500 for the audit, \$4,800 for the single audit and \$1,000 for information returns (JCCFDC) for a total of \$18,300. The audit has been scheduled to start on approximately January 22, 2024.

A motion was made by Ms. Powers to recommend approval of the engagement letter by the full board of directors, seconded by Mr. Aliasso. All in favor.

III. Adjournment: With no further business before the committee, a motion to adjourn was made by Ms. Powers, seconded by Mr. Aliasso. The meeting adjourned at 8:08 a.m.

Respectfully submitted,

Peggy Sampson

December 15, 2023

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

We are pleased to confirm our understanding of the services we are to provide for Jefferson County Industrial Development Agency for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, including the disclosures, which collectively comprise the basic financial statements, of Jefferson County Industrial Development Agency as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jefferson County Industrial Development Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jefferson County Industrial Development Agency's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

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

- 1) Combining Statement of Net Position
- 2) Combining Statement of Revenues, Expenses and Changes in Net Position
- 3) Statement of Net Position – Component Units
- 4) Statement of Revenues, Expenses and Changes in Net Position – Component Units
- 5) Statement of Fund Net Position
- 6) Statement of Fund Revenues, Expenses, and Changes in Net Position
- 7) Schedule of Expenditures of Federal Awards

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

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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

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

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our preliminary audit planning, which are presumptive significant risks related to all audit engagements as required by the related Statements on Auditing Standards:

- Management override of controls
- Improper revenue recognition due to fraud

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

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

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Jefferson County Industrial Development Agency's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Jefferson County Industrial Development Agency's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or its designee or pass through entity. If we are aware that a federal awarding agency pass through entity or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Laurie Podvin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately January 22, 2024.

Our fees for the audit and other services other than the preparation of the information returns will be \$12,500, \$1,000 for the preparation of the information returns for the period ended December 31, 2023, and \$4,800 for the Single Audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

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

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

As an attest client, Bowers and Company CPAs PLLC cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the AICPA Code of Professional Conduct. Jefferson County Industrial Development Agency is responsible for maintaining its own data and records.

ShareFile is used solely as a method of exchanging information and is not intended to store Jefferson County Industrial Development Agency's information. At the end of the engagement, Bowers and Company CPAs, PLLC will provide Jefferson County Industrial Development Agency with a copy of deliverables and data related to the engagement from ShareFile.

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

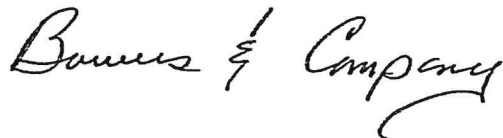
Reporting

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

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

Very truly yours,

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

RESPONSE:

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

Management Signature: _____

Governance Signature: _____

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Resolution Number 01.04.2024.01

to Engage Auditors for Annual Audit

WHEREAS, the Audit Committee met on December 15, 2023 to meet with Bowers & Company CPAs PLLC, and

WHEREAS, Bowers & Company presented an engagement letter for the period of January 1, 2023 - December 31, 2023 (including JCCFDC). The fee will be \$12,500 for the audit, \$4,800 for the single audit, and \$1,000 for the preparation of information returns (JCCFDC) for a total of \$18,300, and

WHEREAS, the Audit Committee recommends approval of the engagement letter, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approves the recommendation as set forth in this Resolution, and be it further,

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

This resolution shall take effect immediately.

W. Edward Walldroff
Secretary

**Jefferson County Industrial Development Agency
Governance Committee Meeting Minutes
December 15, 2023**

The JCIDA governance committee meeting was in the board room at 800 Starbuck Avenue, Watertown, NY on Friday, December 15, 2023.

Present: W. Edward Walldroff (Chair), Bill Johnson, Paul Warneck

Also Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Joy Nuffer, Robin Stephenson, John Condino, Greg Gardner

- I. **Call to Order:** Chairman Walldroff called the meeting to order at 9:35 a.m.
- II. **Review Bylaws:** Committee members reviewed the current bylaws. No changes were made.
- III. **Review Mission Statement/Performance Measurements:** Committee members reviewed the current mission statement and performance measurement goals. The 2023 results will be added within the next few months.
- IV. **Review Current Policies and Procedures:** Committee members reviewed the following policies: Disposition of Real Property Guidelines, Investment Policy with Internal Controls, and Procurement Policy. There were no changes. Mr. Warneck commented that the annual audits have been good, so there is no need to change the policies.
- V. **Annual Confidential Board Evaluations:** Committee members reviewed the summary results of confidential evaluation of board performance.

A motion was made by Mr. Johnson to send the results to the full board of directors, seconded by Mr. Warneck. All in favor.
- VI. **Adjournment:** With no further business before the committee, a motion to adjourn the meeting was made by Mr. Johnson, seconded by Mr. Warneck. The meeting adjourned at 9:38 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 01.04.2024.02
For Annual Internal Policy and Procedure Review

WHEREAS, on December 15, 2023 the JCIDA Governance Committee met to review the listed policies and procedures. After review and discussion, they recommended the following internal policies for the Board's consideration:

- Bylaws
- Mission Statement & Performance Measurements
- Disposition of Real Property Guidelines
- Investment Policy with Internal Controls
- Procurement Policy

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that it herein approves the above internal policies and procedures as set forth in this Resolution, and be it further,

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

This resolution shall take effect immediately.

W. Edward Walldroff, Secretary

**Summary Results of Confidential Evaluation of Board Performance
2023**

	Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
1	Board members have a shared understanding of the mission and purpose of the Authority.	7			
2	The policies, practices and decisions of the Board are always consistent with this mission.	6	1		
3	Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.	7			
4	The Board has adopted policies, by-laws, and practices for the effective governance, management and operations of the Authority and reviews these annually.	7			
5	The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission.	5	2		
6	The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence or self-interest.	7			
7	Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.	6	1		
8	Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements, and other transactions.	5	2		
9	The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete.	6	1		
10	The Board knows the statutory obligations of the Authority and if the Authority is in compliance with state law.	4	3		
11	Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.	7			
12	Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.	7			
13	Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.	5	2		
14	The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.	7			
15	The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur.	5	2		
16	Board members demonstrate leadership and vision and work respectfully with each other.	6			

Name of Authority: Jefferson County Industrial Development Agency

Date Completed:

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 01.04.2024.03

**RESOLUTION FOR AUTHORIZING A MODIFICATION TO THE
REVOLVING LOAN COMMITMENT TO
SACKETS HARBOR BREW PUB LLC D/B/A 1812 BREWING COMPANY**

WHEREAS, A modification request to the Revolving Loan commitment to Sackets Harbor Brew Pub LLC d/b/a 1812 Brewing Company, and

WHEREAS, Staff is recommending removal of the contingency for the North Country Alliance \$100,000 loan, contingent upon Thomas Scozzafava providing proof of an additional \$100,000 equity cash contribution, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Industrial Development Agency that the above modification is approved, and that all other terms and conditions of the original loan commitment remain in effect, 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

**JCIDA Committee Structure
2024**

Executive Committee:

Chairman – Robert E. Aliasso, Jr.
Vice Chairman – William Johnson
Treasurer – Paul Warneck
Secretary – W. Edward Walldroff
Immediate Past Chairman – David Converse

Audit/Finance Committee:

Paul Warneck, Chair
David Converse
Christine Powers
Rob Aiken
Robert E. Aliasso, Jr.

Governance Committee:

W. Edward Walldroff, Chair
Paul Warneck
William Johnson

Nominating Committee:

Lisa L'Huillier, Chair
William Johnson
W. Edward Walldroff
Kent Burto

Loan Review Committee:

David Converse, Chair
Robert E. Aliasso, Jr.
Christine Powers
Kent Burto
John Condino

Corporate Park (ad hoc):

David Converse
Paul Warneck
Rob Aiken
Robert E. Aliasso, Jr.

Alternative Energy (ad hoc):

Paul Warneck, Chair
William Johnson
Christine Powers
John Condino
Staff – David Zembiec

Building and Grounds (ad hoc):

Kent Burto, Chair
David Converse
Lisa L'Huillier
Greg Gardner
Rob Aiken
John Condino
Staff – David Zembiec

ADMINISTRATIVE SERVICES AGREEMENT
Amended August 7, 2014
Proposed Amendment January 1, 2024

THIS ADMINISTRATIVE SERVICES AGREEMENT dated as of September 1, 2013 (this "Agreement") by and between JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 800 Starbuck Avenue, Watertown, New York ("the Agency"), and THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION, a not-for-profit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 800 Starbuck Avenue, Watertown, New York ("JCLDC"). The Agency and JCLDC are sometimes individually referred to herein as the "Party", and collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Agency was formed under Article 18-A of the General Municipal Law as a public benefit corporation and exists for the general purpose of promoting economic development in Jefferson County; and

WHEREAS, the Agency is empowered under Article 18-A of the General Municipal Law for the purpose of carrying out any of its corporate purposes, to contract for administrative and project support services;

WHEREAS, the Agency has requested that JCLDC provide administrative and project support services to the Agency; and

WHEREAS, JCLDC was formed and exists for the general purpose of promoting economic development primarily within the corporate limits of Jefferson County, New York; and

WHEREAS, JCLDC employs administrative personnel and support staff (collectively the "Staff") who maintain an expertise in various matters relating to economic development and in compliance with statutory and regulatory reporting requirements; and

WHEREAS, the Agency has no employees and desires to avail itself of the Staff's expertise and services which the Staff can provide (collectively the "Staff Services"), to assist the Agency in its purposes of promoting economic development in Jefferson County.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Parties hereto formally covenant, agree and bind themselves as follows:

1. RECITALS.

The above recitals are expressly incorporated herein and made a part of this Agreement.

2. RETENTION OF SERVICES.

- a. **Contract for Administrative Services.** The Agency hereby retains the services of JCLDC to promote economic development within Jefferson County and to perform the general administrative functions of the Agency. The Staff Services to be performed by the Staff shall consist of general administrative and staff support services relating to economic development in Jefferson County and shall include, but not be limited to, those Staff Services more particularly described as Exhibit "A" annexed hereto and made a part hereof. The Staff shall perform the Staff Services at JCLDC's principal office or at such other locations as the Chief Executive Officer of JCLDC deems necessary or desirable in order to discharge its obligations hereunder.
- b. **Support Staff; Meeting Space.** JCLDC shall provide to the Agency all reasonable administrative and secretarial support staff ("Staff") necessary to accomplish the Agency's objectives. JCLDC shall make available space at its offices for regular and special meetings of the Agency.
- c. **JCLDC'S Responsibilities.** JCLDC will recruit, interview, select, hire and assign those members of the Staff who, in JCLDC'S judgment, are best qualified to perform all JCLDC work.
- d. **Staff Assigned To Agency.** Those members of the Staff assigned by JCLDC to provide services for and on behalf of the Agency pursuant to this Agreement shall at all times be deemed employees of JCLDC. The Staff shall not be deemed employees of the Agency for any purpose. The Agency may appoint one or more members of the Staff assigned to perform services for the Agency as its Chief Executive Officer, Deputy Chief Executive Officer, and Chief Financial Officer as its purposes may require.
- e. **JCLDC Representation.** JCLDC represents that the members of the Staff whom it assigns to provide services for and on behalf of the Agency pursuant to this Agreement have the requisite experience, qualifications and expertise in the area of economic development and compliance with statutory and regulatory reporting and will satisfactorily perform such Services.

3. TERM/RENEWAL/NON-RENEWAL.

- a. **Initial Term.** This Agreement shall be for fourteen (14) months commencing on August 1, 2013 and ending on September 30, 2014, inclusive (the "Initial Term").
- b. **Automatic Renewal.** This Agreement shall be renewed automatically ~~for an additional twenty four (24) months~~ commencing ~~October~~ January 1st, 2014 every year thereafter ~~(each such twenty four month period a "Renewal Period")~~.
- c. **Non-Renewal.** Either Party may elect not to renew this Agreement by giving the other written notice of its intent not to renew, 120 days in advance of the expiration of a Renewal Period.

4. COMPENSATION.

- a. In consideration of the services to be furnished to the Agency by JCLDC hereunder during ~~the Initial Term~~ 2024, the Agency shall pay a service fee (the "Service Fee") to JCLDC in the annual amount of ~~EIGHTSEVEN HUNDRED FIFTY FIVETHIRTEEN THOUSAND NINESEVEN HUNDRED NINETY SIX AND NO/100ths DOLLARS (\$855,996.00)~~ 713,700, payable in equal monthly installments of ~~Seventy-one~~ Fifty Nine Thousand ~~ThreeFour~~ Hundred ~~Thirty-three~~ Seventy-Five and 00/100 Dollars (~~\$71,333.00~~ 59,475).
- b. If this Agreement is automatically renewed, the Service Fee shall be recalculated annually based on JCLDC budgets.
- c. The Service Fee covers JCLDC's obligation hereunder to promote economic development in Jefferson County and the administrative and support services provided to the Agency during the Term, including those set forth on Schedule A (other than Servicing Agency Loans) annexed hereto, as well as that portion of JCLDC'S general office overhead allocable to the services provided to the Agency.
- d. ~~The Service Fee does not include any out-of-pocket expenses incurred by JCLDC in providing the administrative and support services including, without limitation, the following: the costs of third party service providers retained by JCLDC to perform services for or on behalf of the Agency including consultants, accountants and attorneys, the premiums for the Agency's insurance coverage (i.e., liability, D&O, and property insurance), the Agency's annual audit fees, reimbursements of interest costs and other fees, the Agency's meeting expenses, collection costs on the~~

~~Agency loans, the costs of any annual or other contributions made by the Agency to other organizations, the costs of special events attended or sponsored by the Agency, NYS filing fees, safety deposit box fees, bank charges on the Agency bank accounts, and any costs or expenses of an extraordinary nature. Notwithstanding anything to the contrary contained in this Agreement, JCLDC shall not engage any third party service provider to perform services for or on behalf of the Agency or incur any out of pocket expense for services in excess of \$1000 without the Agency's prior consent. JCLDC shall bill the Agency on a monthly basis for all out of pocket expenses incurred by JCLDC in performing the services.~~

5. INSURANCE.

Each Party shall obtain and maintain during the Term, at its own cost and expense, insurance against such risks and for such amounts as are customarily insured against by businesses of like type and size, including, but not limited to, the following coverages with the following limits of coverage:

- a. Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease, death and property damage of not less than \$1,000,000, and an aggregate limitation of not less than \$2,000,000, which insurance shall include contractual liability insurance.
- b. Such other policies of insurance as such Party shall be required by applicable law to obtain and provide.

In addition, JCLDC shall obtain and maintain fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$5,000,000.

Each Party's insurance shall be written by a company or companies licensed to do business in the State of New York and reasonably satisfactory to the other Party with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as the other Party shall reasonably require. Deductibles and terms and conditions of each Party's insurance shall be subject to the other Party's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction in coverage without giving the other Party at least thirty (30) days' prior written notice. To the extent commercially available, each party's liability insurance shall include contract liability coverage for the "Indemnification" requirements set forth in **Section 11** hereof.

Each Party's Commercial General Liability insurance policy shall name the other Party as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). On the date hereof, each

Party shall deliver to the other Party certificate(s) of insurance evidencing the required insurance coverages hereunder.

Each Party shall attempt to cause its property insurance carrier to agree to a waiver of subrogation. If any insurance policy cannot be obtained with a waiver of subrogation, or if one is obtainable only at additional cost, then the Party undertaking to obtain the insurance shall notify the other Party of such fact. The other Party shall have ten (10) business days after receipt of notice to (i) direct the Party undertaking to provide insurance to place it with a company reasonably satisfactory to the other Party that will issue it with a waiver of subrogation at no greater cost, or (ii) agree to pay the additional premium. To the extent that the Parties obtain Insurance with a waiver of subrogation, the Parties release each other from any claims for damages that are caused by or result from risks that such policies cover.

JCLDC may provide any required insurance under a blanket policy.

6. NON-EXCLUSIVE SERVICES.

JCLDC and the Agency recognize that the provision of administrative and support services to the Agency as set forth herein is not the primary or function, responsibility or activity of JCLDC. JCLDC may provide the same or similar services to any other entity or entities.

7. REGULATORY COMPLIANCE.

To the extent of the Agency's direction or of circumstances of which it is aware, JCLDC shall use all reasonable efforts to ensure the Agency's compliance with any and all applicable federal, state, local or other governmental or municipal laws, rules, regulations and/or judicial administrative determinations from courts or administrative bodies having jurisdiction over the Agency. JCLDC may consult with the members of the Agency, officers of the Agency, counsel to the Agency, the Agency's accountants, and any such other consultants retained by the Agency as JCLDC deems necessary or convenient with respect to the Agency's, or JCLDC's provision of administrative and support services to the Agency. JCLDC shall not be responsible to pay for the cost and/or fees of any consultants hired by the Agency.

8. INDEPENDENT CONTRACTOR STATUS.

- a. In performing the services herein specific, JCLDC is acting as an independent contractor. This Agreement shall not be construed as creating a joint venture, partnership or other cooperative corporate undertaking as between JCLDC and the Agency, and the Agency and JCLDC shall retain their respective separate corporate functions and identities in all respects.

- b. The Agency and JCLDC shall independently provide for the costs of operating each respective organization. Without in any way limiting the generality of the foregoing, the Agency and JCLDC shall each be responsible for its own premiums for insurance including, but not necessarily limited to, general liability insurance and errors and omissions insurance for their respective officers, directors and members, as the case may be, and general casualty insurance as well as its respective salaries and wage withholdings, employee benefits, and services provide to a Party by a third person such as legal and accounting services.

9. RIGHT TO INSPECT BOOKS.

Members and officers of the Agency and its consultants shall have the right to inspect any and all books and records maintained by JCLDC on behalf of the Agency upon reasonable notice.

10.ASSIGNMENT.

Neither JCLDC nor the Agency may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

11.INDEMNIFICATION.

To the fullest extent permitted by applicable law, each Party hereto (each, individually, an "Indemnifying Party") shall indemnify the other Party hereto, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, Including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the negligence, unlawful act or omission, or intentional misconduct of the indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Agreement, or the administrative and support services, except to the extent such damages are directly caused by the breach of this Agreement, the negligence, unlawful act or omission, or intentional misconduct of the Indemnified Party or any person or entity for whom the Indemnified Party is legally responsible.

12.WAIVER OF JURY TRIAL.

Each Party hereby expressly waives any right to trial by jury for any action or proceeding brought under this Agreement and agrees that any action or proceeding hereunder shall be tried by a judge without a jury.

13. LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary in this Agreement, under no circumstance shall either Party have any liability whatsoever for consequential, incidental, special or punitive damages, howsoever claimed or arising and whether or not foreseeable.

14. ENTIRE AGREEMENT.

This Agreement (including Schedule A annexed hereto) contains the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized officers both parties.

15. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, that provision or any portion thereof shall be stricken from this Agreement and the remainder of this Agreement shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

16. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the law of the State of New York, without giving effect to any conflict of laws or choice of law rules that would defeat the application of New York law.

17. FURTHER ASSURANCES.

Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

18. THIRD PARTY BENEFICIARIES.

Except as may be otherwise provided herein, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

19.FORCE MAJEURE.

JCLDC will not be responsible for any failure or delay in providing administrative and support services to the Agency if such failure or delay is due to labor disputes and strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of JCLDC.

20.NOTICES.

All notices, consents, or other communications required or permitted from either Party to the other under this Agreement shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt If sent by facsimile, (iii) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of the first business day after being deposited with a nationally-recognized overnight courier service, pre-paid for next day delivery, addressed as follows:

To JCLDC:

Jefferson County Local
Development Corporation
800 Starbuck Avenue
Watertown, New York 13601
Attn: Chief Executive Officer

To Agency:

Jefferson County Industrial
Development Agency
800 Starbuck Avenue
Watertown, New York 13601
Attn: Chairman

The Agency and the JCLDC may, by notice given hereunder, designate any further or different addresses or addresses to which subsequent notices, certificates or other communications shall be sent.

21.SURVIVAL.

The provisions of this Agreement shall survive the termination of the relationship between the Agency and the JCLDC and the permitted assignment of this Agreement by either Party to any successor in interest or other assignee.

22.BENEFIT OF AGREEMENT.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

23. SECTION HEADINGS.

The Section headings of this Agreement are for the convenience of the Parties only and shall in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties hereunder.

IN WITNESS WHEREOF, the parties have caused this Staff Services Agreement to be signed by their respective duly authorized officers as of the day and year first written above.

JCLDC:

JEFFERSON COUNTY LOCAL
DEVELOPMENT CORPORATION

By:

~~Donald C. Alexander~~David J. Zembiec,
Chief Executive Officer

JCIDA:

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:

~~David J. Converse~~Robert E. Aliasso,

Chairman

SCHEDULE A

Scope of Services

A. ECONOMIC DEVELOPMENT SERVICES

I. Economic Development.

a. Promotion.

- (1) Actively promote, attract and develop job and business opportunities within Jefferson County, and where appropriate utilize Agency program benefits solely or in conjunction with other economic development incentives and programs. Package such programs, incentives, and benefits as may be appropriate to prospective developers and/or existing business to attract or retain such businesses and/or job opportunities. Negotiate deals and/or transactions on behalf of the Agency with prospective or existing developers.
- (2) Actively market the programs and benefits of the Agency through written materials, presentations, website, press releases, and meetings with potential clients.
- (3) Participate in such IDA training and information events as may be available and appropriate from time to time.
- (4) Coordinate economic development opportunities and activities with other local development corporations within Jefferson County and with local municipal boards and officials.
- (5) Act as the Agency's primary staff contact with the public, and the business community in order to promote the Agency's services and capabilities for providing Financial Assistance to projects deemed desirable by the Board.
- (6) Actively engage in effective communications with (and otherwise promote the Agency's services and capabilities for providing Financial Assistance to) prospective applicants, financial intermediaries, and other local, regional, and state development organizations to encourage awareness of the Agency's interest and ability to provide meaningful Financial Assistance to industrial, commercial, non-profit and other economic development proposals.

- (7) Monthly unless otherwise agreed by the Chairperson of the Agency, furnish to the Chairperson an oral report of the recent marketing contacts made on behalf of the Agency.
- (8) Discuss with the Chairperson and any relevant Committee any suggestions for developing and implementing selection criteria for projects receiving Financial Assistance from the Agency.

b. Develop Applications.

- (1) Supply prospective applicants for Financial Assistance from the Agency with the Agency's relevant application and environmental assessment forms, and work closely with, prospective applicants and Agency, counsel to complete such application and related forms.
- (2) Review draft applications with the Chairperson, and secure such other information as may requested by the Chairperson or Agency Counsel to afford meaningful assistance to the Board in the consideration of said application, including (A) a cost-benefit analysis relating thereto and (B) an opinion of Agency counsel as to whether said proposed project is a legal project for the Agency and detailing any conditions precedent to approval of said application by the Agency.
- (3) Consistent with the Agency's policies (including, to the extent applicable, its Uniform Tax Exemption Policy) (unless otherwise agreed by the Chairperson of the Agency), negotiate terms and conditions relating to the Financial Assistance under consideration on behalf of and for the consideration by the Board.
- (4) To the extent necessary or desirable, manage negotiations respecting prospective Financial Assistance, including, to the extent required, engaging project stakeholders.

c. Processing of Project Applications.

- (1) When the application is deemed complete, include consideration of same on the agenda for the next meeting of the Board, and whenever possible, ensure that said agenda, the complete application and any proposed resolutions prepared by Agency counsel relating thereto are mailed or otherwise sent to the Board at least four calendar days before the meeting.
- (2) When required by applicable law or by the policies of the Agency:

- (i) in consultation with the Chairperson and Agency counsel, schedule a public hearing of the Agency regarding the proposed project in the municipality where said project will be located, and request Agency counsel to supply the appropriate notice of said public hearing;
 - (ii) within the timeframes required by applicable law or by the policies of the Agency, cause said notice of hearing to be published in a local newspaper and, to the extent required by applicable law or by the policies of the Agency, cause said notice of hearing to be mailed to the chief executive officer of each affected tax jurisdiction, and supply proof of same to Agency counsel in the manner prescribed by Agency counsel;
 - (iii) within the timeframes required by applicable law or by the policies of the Agency, cause said notice of hearing to be mailed to the Board; and
 - (iv) acting as hearing officer for the Agency, conduct said public hearing, prepare a report of said public hearing, including an accurate copy of all written comments received before or at said hearing and a summary of all oral comments made at said hearing, and ensure that said report is submitted to the Board within one week after the conclusion of said public hearing.
- (3) When advised by Agency counsel that approval of the project is required from either the Chairperson of the County Legislature or from the entire County Legislature, obtain from Agency Counsel a draft of the required approval and, in consultation with the Chairperson, timely seek such approval.
- (4) Assist the Board in the evaluation of the application, including (but not necessarily limited to):
- (i) in consultation with Agency counsel, provide the Board with any proposed resolutions concerning the environmental impact of the proposed project (as may be required under the New York State Environmental Quality Review Act;
 - (ii) provide the Board with credit risk analysis, as appropriate;
 - (iii) provide the Board with cost-benefit analysis;

- (iv) assist the board in evaluating (A) project permit requirements needed for the project, and (B) the need, availability and probability of securing grants, subordinated debt financing or particular tax credits or other tax benefits needed for the project; and
 - (v) assistance with other factors as may be required.
- (5) Within five (5) business days after an affirmative vote by the Board to approve a project inform the applicant in writing of the affirmative Board action, including any special conditions imposed as part of such approval. Should the Board vote negatively on an application, so notify the applicant within three (3) business days of the date of the Board vote.
 - (6) Review the business terms of all legal documentation prepared by Agency counsel relating to the Financial Assistance approved by the Board relating to the project, and advise Agency counsel of any suggested changes thereto.
 - (7) Take any additional action necessary to deliver the Financial Assistance approved by the Board in the manner and time frame stipulated, and provide periodic reports of the status of the project as required by the Board.

d. Post-Closing Protect Monitoring.

- (1) Monitor and document the impact of the project following completion (especially relating to job creation, job maintenance and compliance with legal documentation), and provide periodic reports of the status of the project as required by the Board.
- (2) Compile all information relating to the project and the related Financial Assistance necessary to assist the Agency's accounting firm in the preparation of the Agency's annual report.
- (3) Compile all information relating to the project and the related Financial Assistance necessary to ensure timely filing of all annual reports required of the Agency, including but not limited to the annual reports required to be filed with the New York Authorities Budget Office and/or the New York State Comptroller (to be filed on-line through the Public Authorities Reporting Information System, a/k/a "PARIS")
- (4) Monitor completed projects to ensure that such projects are (A) supplying required insurance coverage to the Agency and (B) filing

required annual sales tax reports with the NYS Department of Taxation and Finance relating to Agency Financial Assistance provided to the project.

- (5) Conduct annual on-site visits to the project beneficiary of each project required to be included on the Agency's annual report (each, an "active project beneficiary"). In order to discuss financial operations, to discuss any performance shortfalls, to observe any new construction or equipment, and to obtain a visual representation of employment levels.
- (6) On at least an annual basis, prepare and forward to the Agency a tracking spreadsheet which identifies active project beneficiaries that are not meeting their job creation and retention commitments as stated in the initial application.

B. ADMINISTRATIVE SERVICES

I. Board Support.

a. Meetings.

- (1) In accordance with the policies of the Jefferson County Industrial Development Agency ("the Agency"), schedule regular meetings of the directors and, in consultation with the Chairperson of the Agency and Agency counsel, schedule special meetings as required consistent with the requirements of the By-laws of the Agency and the Open Meetings Law of the State and regular and special meetings of the various sub-committees of the Board (each, a "Committee").
- (2) Provide notice of meetings to the public (as required by the Open Meetings Law), and supply proof of same to Agency counsel in the manner prescribed by Agency counsel.
- (3) Provide notice of meetings to the Board and each Committee (as required by the By-Laws of the Agency), and supply proof of same to Agency counsel in the manner prescribed by Agency counsel.
- (4) Prior to each meeting, in consultation with the Chairperson of the Agency and Agency counsel, prepare meeting agendas, written resolutions and other written material as may be intended to be submitted to the Board (or Committee, as the case may be) in connection with the consideration of matters to be discussed at said meeting, and, whenever possible, ensure that said agenda,

resolutions and other materials are e-mailed or otherwise sent to the Board (or Committee, as the case may be) at least four calendar days before the meeting.

(5) Hold meetings at locations designated by the Board (or Committee, as the case may be).

(6) Attend meetings, take summary minutes of each meeting of the Board, prepare draft meeting minutes for consideration of the Board (or Committee, as the case may be), and ensure that said draft meeting minutes are mailed or otherwise sent to the Board (or Committee, as the case may be) in advance of the next Board or Committee meeting. Post meeting minutes on the Agency website within two weeks of approval.

b. Maintain Minute Books. For the benefit of the Board (or Committee, as the case may be) and the public, maintain secure minute books containing a complete record of each meeting, held by the Board (or Committee, as the case may be), including the proof of notice of said meeting, the meeting minutes all approved by the Board (or Committee, as the case may be), and a certified copy of each resolution adopted at said meeting.

c. Policy Services. Assist the Board in the development, implementation, and periodic review of management policies and procedures, including (but not necessarily limited to) its statutorily-mandated policies, including but not limited to Investment, Procurement, and Uniform Tax Exemption policies.

d. Correspondence.

(1) Communicate and/or correspond on behalf of the Board (or Committee, as the case may be) with individuals, groups, organizations, corporate business or public entities and regulatory authorities within the authority and limits established (or as otherwise directed) by the Board (or Committee, as the case may be).

(2) Furnish to the Chairperson and the Board, as part of the Board meeting package, copies of recent correspondence sent on behalf of the Agency.

II. Records Management.

a. Maintain Records. Maintain paper documents and electronic data records in the manner prescribed by the Board and for time periods consistent with the policies and standards of the Agency and New York State statutory requirements.

b. FOIL Administration.

- (1) Consistent with procedures and standards established by the Board, act as Freedom of Information officer for the Agency, and, in consultation with Agency counsel, provide access to Agency records in full compliance with the policies and standards of the Agency and, to the extent applicable; the New York State Freedom of Information Law.
- (2) Furnish to the Chairperson and the Board Freedom of Information requests and action taken with respect thereto.

III. Financial Management.

a. Financial Records.

- (1) Maintain a full record of the financial assets, and liabilities of the Agency in a manner consistent with ~~polices~~policies and procedures established by the Board and as required by the Agency's auditor, the New York Authorities Budget Office and/or the New York State Comptroller.
- (2) Maintain a full record of cash (and non-cash) transactions affecting the book values of the Agency's financial assets and liabilities in a manner consistent with policies and procedures established by the Board and as required by the Agency's auditor, the New York Authorities Budget Office and/or the New York State Comptroller.
- (3) Provide monthly reports of financial condition and performance (including reports of performance against budgeted revenues and expenditures) of the Agency to the Board.

- b. Budget. Assist in the annual preparation of the Agency's annual budget for consideration by the Board and distribute the budget as required by the New York State Public Authorities Law and, to the extent applicable, Section 861 of the Now York General Municipal Law.

c. Annual Audit.

- (1) Assist in the annual preparation of the Agency audit of financial records for consideration by the Board (and any applicable Committee) and distribute the report upon its approval in the manner and timeframe prescribed by the New York State Public Authorities Law and, to the extent applicable, Section 859 of the New York General Municipal Law.

- (2) Assist in the preparation and filing of any other reports on behalf of the Agency as required by law including, without limitation, reports required to be filed with the New York Authorities Budget Office and/or the New York State Comptroller.
- d. Financial Analysis. Provide such analyses of financial activities, costs and benefits of project proposals, etc. as may be required by the Board.
- e. Service Loans. Provide all necessary support to Service Loans made by the Agency from time to time, including all such loans as may be outstanding as of the date of this Agreement.

IV. Risk Management.

- a. Risk Analysis. In consultation with Agency counsel, assist the Board in identifying the various risk elements associated with Agency activities and operations, quantifying the probable costs inherent with such risks, and developing appropriate Board Policies to manage such risks in a cost-effective manner.
- b. Insurance.
 - (1) In accordance with the legal documentation relating to each project, obtain and maintain evidence of indirect coverage in accordance with such legal documentation from contractors, agents, or owners of projects receiving financial assistance (including real property tax, sales tax and/or mortgage tax benefits and/or proceeds of revenue bonds) ("Financial Assistance") from the Agency.
 - (2) If deemed necessary by the Board, assist in the selection of appropriate insurance products and providers as deemed appropriate by the Board.
 - (3) In consultation with Agency counsel, provide for the periodic review of the Agency's risk management program in the manner and timeframes established by the Board.

V. Project Management.

- a. Agency Contracts. Act as owner's representative in administering all contracts (including grant agreements) relating to properties in which the Agency has an interest.
- b. Payment in Lieu of Tax Agreements. Act as owner's representative concerning payment in lieu of tax agreements (each, a "PILOT

Agreement') by providing assistance to the Agency in administering such Agreements, and disbursement of funds to appropriate taxing entities In accordance with PILOT Agreements for which the Agency or JCLDC shall collect payments.

c. Agency Properties.

- (1) Act as owner's representative in securing, maintaining, leasing, or disposing of properties acquired by the Agency.
- (2) Provide for the administrative maintenance of real and personal property owned or under the supervision of the Agency pursuant to applicable agreements governing the use and maintenance of such property Including, without limitation, contracting for insurance on such properties as may be required pursuant to any applicable
- (3) Coordinate project administration for Agency financed projects in accordance with Agency Policies, resolutions, and/or applicable law.

d. Problems.

- (1) As owner's representative, in consultation with Agency counsel, deal with all problems arising with respect to properties in which the Agency has an interest.
- (2) Furnish to the Chairperson and the Board a periodic written report of the recent significant problems arising with respect to properties in which the Agency has an interest and action taken with respect, thereto.

C. TERMINATION SERVICES

I. Termination

- a. Return of Agency Property. Within 10 days of any termination of the attached agreement, deliver to the Chairperson (or such other person as he shall designate):

- (1) all records of the Agency held by JCLDC, including but not limited to the following:
 - (i) all records delivered to JCLDC at the inception of the agreement;

- (ii) all records created by JCLDC related to the Agency's property, finances or projects, including but not limited to accounting and property records;
 - (iii) all contracts, commitments, agreements and, other records held by JCLDC related to any way to the Agency or any Agency project (in the event that a record is felt to be a joint record of both the Agency and another public body, then JCLDC shall deliver a copy thereof, certified as complete by an authorized officer of JCLDC).
- (2) all moneys, securities and other property of the Agency in the possession of JCLDC.

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

2023 Board Attendance

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	9/12	Oct	10/11	Nov	Dec
Aliasso, Robert	P	P	Zoom	P	P	P	P	P	E	P	P	P	P	P
Condino, John	P	P	P	E	P	P	P	P	P	P	P	P	P	P
Converse, David	P	P	P	P	P	P	P	P	P	P	P	P	P	E
Johnson, William	E	P	P	E	P	P	P	P	P	P	P	P	P	P
L'Huillier, Lisa	P	P	P	P	P	P	P	P	P	P	E	P	P	P
Walldroff, W. Edward	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Warneck, Paul	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Totals:	6	7	6	5	7	7	7	7	6	7	6	7	7	6
P - Present														
E - Excused														
A - Absent														