

Notice of Annual Board Meeting

Date: December 21, 2023

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

From: Chairman Robert Aliasso

Re: Notice of Annual Board of Directors' Meeting

The Jefferson County Local Development Corporation will hold their Annual Board Meeting on **Thursday, January 4, 2024 at 8:00 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

The live stream link is available at www.jcida.com.

Zoom:

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

Meeting ID: 843 5525 0468

Passcode: 011440

1-929-205-6099 US (New York)

Please confirm your attendance with Peggy Sampson pssampson@jcida.com at your earliest convenience.

pss

c: David Zembiec, CEO
Marshall Weir
Lyle Eaton
Jay Matteson
Joy Nuffer
Robin Stephenson
Justin S. Miller, Esq.
Joseph V. Frateschi, Esq.
Media

ANNUAL BOARD MEETING AGENDA
Thursday, January 4, 2024 – 8:00 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. Personnel Committee**
 - i. Resolution No. 01.04.2024.02 to Establish Percentage for Discretionary Contribution for year ending 12/31/23**
 - ii. Resolution No. 01.04.2024.03 to Adjust Sick Leave Provision in the Employee Handbook**
 - iii. Resolution No. 01.04.2024.04 for CEO Salary Increase**

 - c. Governance Committee**
 - i. Resolution No. 01.04.2024.05 for Annual Internal Policy and Procedure Review**
 - ii. Summary Results of Confidential Evaluation of Board Performance**

- VII. Council Reports**
 - a. Jefferson County Agricultural Development**
 - b. Manufacturing**
 - c. Marketing**

- VIII. Unfinished Business**
 - 1. ARPA Funds Report (Round One)**
 - 2. ARPA Funds Report (Round Two)**

- IX. Counsel**

- X. New Business**
 - 1. Proposed Committee Structure for 2024**
 - 2. Proposed Amendment to the Administrative Services Agreement with JCIDA**

- XI. Adjournment**

**Jefferson County Local Development Corporation
Board Meeting Minutes
December 7, 2023**

DRAFT

The Jefferson County Local Development Corporation 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, Christine Powers, W. Edward Walldroff, John Condino, William Johnson, Kent Burto, Lisa L’Huillier
Zoom: Gregory Gardner, Rob Aiken

Excused: David Converse

Absent: None

Also Present: Joseph Frateschi, Esq. (Harris Beach)
Zoom: 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 8:00 a.m.
- II. Pledge of Allegiance**
- III. Privilege of the Floor:** Guests were invited to speak. No one spoke.
- IV. Minutes:** Minutes of the meeting held November 2, 2023 were presented. A motion to approve the minutes as presented was made by Ms. Powers, seconded by Mr. Burto. All in favor. Carried.
- V. Treasurer’s Report:** Mr. Warneck reviewed the financials for the period ending November 30, 2023. He noted that the revenues looked skewed because of the ARPA grants and indicated that expenses will fall a bit under budget, which he said is good news. The DiPrinzio loans are 60 days in arrears. A motion was made by Mr. Johnson to accept the financial report as presented, seconded by Mr. Condino. All in favor. Carried.
- VI. Committee Reports:**

a. Nominating Committee

- i. Resolution No. 12.07.2023.01 for Election of Officers for CY 2024** – 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 – W. Edward Walldroff, Treasurer – Paul J. Warneck, and Secretary – Kent D. Burto. A motion was made by Mr. Warneck to approve the resolution, seconded by Mr. Condino. All in favor. Carried.

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.

DRAFT

VII. Council Reports:

a. Ag –

Food Resiliency Grants - Mr. Matteson said that the committee which includes Cornell Cooperative Extension representatives will meet later today to conduct preliminary evaluations for the 49 applications that were submitted for Round 2. He said tours will be scheduled followed by final evaluations which will include a ranking process. He expects to have recommendations for the board at the February meeting. He noted that Round 1 uncommitted funds may be used for Round 2 projects.

Ms. Powers asked if there are repeat applicants from Round 1. Mr. Matteson said yes and noted that they will receive a lower ranking, but could still be funded.

Mr. Matteson said that the Ag Council will have a chance to speak to the Farm-to-School representative from Cornell as well as the Director of Food Service for BOCES about the milk carton shortage. He said that he will be gathering data from local schools to find out how much milk they are using. He said that he is hearing that consumption of milk in plastic is up.

Mr. Matteson said that he met with the Sackets Harbor Ag Education and Awareness Center and Jeff-Lewis BOCES earlier this week to discuss Ag workforce issues.

b. Manufacturing – No report.

c. Marketing – Mr. Weir said that he has had zoom meetings with Placer.ai and JobsEQ recently about their software. He said that he will discuss participation with our regional partners about sharing the cost if we decide to purchase the software.

Mr. Weir said that we recently signed up to be included in the Sackets Harbor visitor guide.

Tagline (Grow with Jefferson County, NY) trademark – Mr. Weir said that he is working with Harris Beach and expects the process to be completed by next month.

VIII. Unfinished Business:

- 1. ARPA Funds Report (Round One)** – An updated spreadsheet showing the grant fund activity was provided in the board packet. There is currently \$128,788.80 of uncommitted funds left within the various programs. Ms. Nuffer indicated that some of the uncommitted funds may be used for Round 2 projects if needed.
- 2. ARPA Funds Report (Round Two)** – A spreadsheet showing the grant fund activity was provided in the board packet. There is currently a balance of \$1,278,068.80.

Mr. Weir said that Ms. Nuffer has done a phenomenal job keeping the grant programs organized and up to date.

IX. New Business:

- 1. Small Business Productivity Improvement Grant Recommendations (ARPA) –** The Committee recommended the following grant recommendations:

North Country Grounds Café and Resto	\$9,600
CCNNY, LLC	\$5,000
RENY Management Inc. d/b/a Haven Group	\$5,000
Forte Management Group	\$5,000
Adams Capital Partners LLC d/b/a Gram’s Diner	\$10,000
Blue Mountain Spring Water	\$10,000
Sackets Harbor Brew Pub	<u>\$10,000</u>
Total	\$54,600

Mr. Warneck mentioned the grant request for the Sackets Harbor Brew Pub because JCIDA is considering a loan to them later today. Mr. Zembiec said the grant request is for the facility located in the City Center Industrial Park on Waterman Drive and will be used for the brewery whereas the loan will be to purchase Maggie’s on the River on Newell Drive. Mr. Warneck wasn’t aware of the ‘brown out’ problem in the city. Mr. Condino commented that all of the 1812 businesses are tied together and complement each other. Mr. Warneck said he agrees with it as long as it is accounted for properly.

A motion was made by Mr. Burto to approve the recommendations, seconded by Mr. Condino. All in favor. Carried.

- 2. Tourism Product Enhancement Grant Recommendations (ARPA) –** The Committee recommended the following grant recommendations:

Thousand Islands Campground	\$5,037
Harbor House Inn	<u>\$25,000</u>
Total	\$30,037

A motion was made by Mr. Warneck to approve the recommendations, seconded by Ms. Powers. All in favor. Carried.

X. Counsel: None.

YMCA Grant – Mr. Zembiec mentioned the letter in the packet from the YMCA thanking the board for the \$400,000 grant toward the new Y in Downtown Watertown. He said the JCLDC and JCIDA will both be listed on the donor wall.

- XI. Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Walldroff, seconded by Mr. Johnson. All in favor. The meeting adjourned at 8:32 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
Income Statement for the Twelve Month Period Ending December 31, 2023

Prepared by Joy Nuffer, December 20, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Revenues					
Admin Fees	\$ 707,275.00	707,274.96	\$ 58,939.58	58,939.58	0.04
JC Grant Marketing	275,400.00	275,550.00	23,000.00	23,000.00	(150.00)
JC Grant Ag Program	138,720.00	150,000.00	12,500.00	12,500.00	(11,280.00)
RLF Interest Income	23,000.00	8,942.61	294.28	850.50	14,057.39
Grant Income Federal	0.00	848,636.02	54,435.53	117,429.48	(848,636.02)
Interest Income	1,400.00	3,439.94	0.00	337.71	(2,039.94)
Late Fee	0.00	327.61	32.34	0.00	(327.61)
Miscellaneous Income	500.00	3,414.65	0.00	0.00	(2,914.65)
AG Conference	0.00	1,000.00	0.00	0.00	(1,000.00)
Total Revenues	1,146,295.00	1,998,585.79	149,201.73	213,057.27	(852,290.79)
Expenses					
Salaries	589,450.13	557,605.60	45,741.76	45,364.84	31,844.53
Benefits	242,031.33	221,759.94	19,165.07	18,652.26	20,271.39
Operations					
Marketing Program	354,848.00	326,088.28	26,170.40	27,137.93	28,759.72
AG Program	221,165.00	222,692.52	17,025.76	17,499.00	(1,527.52)
Office Expense	12,000.00	9,931.80	168.94	1,496.66	2,068.20
Payroll Processing	3,600.00	4,215.65	319.80	319.80	(615.65)
Office Rent	18,000.00	18,255.60	1,534.74	1,534.74	(255.60)
Project Loan Rent	55,942.00	55,942.44	4,661.87	4,661.87	(0.44)
Office Cleaning	10,900.00	11,658.57	936.28	1,008.06	(758.57)
Telephone	7,000.00	6,768.68	371.63	522.04	231.32
Equipment Rental	4,100.00	3,808.09	0.00	346.19	291.91
Equipment Maintenance	3,000.00	1,534.51	0.00	0.00	1,465.49
System Maintenance	1,000.00	6,952.50	595.35	595.35	(5,952.50)
System Security	0.00	395.52	0.00	0.00	(395.52)
Electric Service	5,500.00	4,451.07	0.00	368.42	1,048.93
Gas Service	3,500.00	1,818.62	0.00	205.11	1,681.38
Business Support	5,000.00	0.00	0.00	0.00	5,000.00
Manufacturers Comm. Expense	0.00	729.30	0.00	0.00	(729.30)
Workforce Development	2,500.00	0.00	0.00	0.00	2,500.00
Travel/Promotion/Meals	8,000.00	5,748.14	12.84	624.45	2,251.86
Staff Training & Seminars	4,000.00	4,360.00	0.00	0.00	(360.00)
Depreciation F&F	17,000.00	16,334.16	1,361.18	1,361.18	665.84
Dues & Publications	15,000.00	4,562.16	286.00	0.00	10,437.84
Commercial Insurance	9,100.00	2,971.36	285.54	285.54	6,128.64
Legal RLF	1,000.00	0.00	0.00	0.00	1,000.00
Legal Unrestricted	1,000.00	1,945.00	0.00	1,945.00	(945.00)
Accounting & Auditing	8,000.00	14,000.00	0.00	0.00	(6,000.00)
Grants Expense Federal	0.00	848,636.02	54,435.53	117,429.48	(848,636.02)
Grant Expense YMCA	0.00	400,000.00	400,000.00	0.00	(400,000.00)
Covid Grant	10,000.00	5,000.00	0.00	0.00	5,000.00
Reallocated Program Expenses	(465,840.00)	(474,314.10)	(39,133.36)	(39,133.35)	8,474.10
Miscellaneous - Unrestricted	500.00	0.00	0.00	0.00	500.00
Total Operations	1,147,296.46	2,283,851.43	533,939.33	202,224.57	(1,136,554.97)
Total Revenue	1,146,295.00	1,998,585.79	149,201.73	213,057.27	(852,290.79)
Total Expenses	1,147,296.46	2,283,851.43	533,939.33	202,224.57	(1,136,554.97)
Net Income Over Expenditures	\$ (1,001.46)	(285,265.64)	\$ (384,737.60)	10,832.70	284,264.18

For Internal Use Only

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

AG Program Expense Statement for the Twelve Month Period Ending December 31, 2023

Prepared by Joy Nuffer, December 20, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
AG Annual Meeting	\$ 5,000.00	4,581.10	\$ 0.00	0.00	418.90
AG Office Expense	1,000.00	168.60	0.00	16.19	831.40
AG Advertising	4,000.00	4,635.63	0.00	500.00	(635.63)
AG Printed Material	1,000.00	0.00	0.00	0.00	1,000.00
AG Membership/Dues	400.00	105.00	0.00	0.00	295.00
AG Business Attraction	3,500.00	0.00	0.00	0.00	3,500.00
AG Subscriptions	200.00	0.00	0.00	0.00	200.00
AG Travel/Meals/Lodging	4,000.00	3,461.66	204.73	161.79	538.34
Dairy Parade	0.00	2,024.47	0.00	0.00	(2,024.47)
AG Web Site Development	2,000.00	0.00	0.00	0.00	2,000.00
AG Website Promotion	0.00	349.92	0.00	0.00	(349.92)
AG Misc Program Expenses	1,000.00	0.00	0.00	0.00	1,000.00
Local Food Guide	800.00	800.00	0.00	0.00	0.00
Salary Overhead	99,510.00	97,614.40	7,508.80	7,508.80	1,895.60
FICA Overhead	5,971.00	5,688.93	435.90	435.90	282.07
Medicare Overhead	1,393.00	1,330.48	101.95	101.94	62.52
Health/Dental Ins Overhead	21,740.00	35,386.53	3,266.44	3,266.44	(13,646.53)
Retirement Overhead	8,956.00	5,856.76	450.52	450.52	3,099.24
Indirect Labor Allocation	55,253.00	55,253.04	4,604.42	4,604.42	(0.04)
Non Labor Allocated Overhead	5,442.00	5,436.00	453.00	453.00	6.00
Total Operations	221,165.00	222,692.52	17,025.76	17,499.00	(1,527.52)

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION

Manuf. & Business Support Expense Statement for the Twelve Month Period Ending December 31, 2023

Prepared by Joy Nuffer, December 20, 2023

UNRECONCILED

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

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

Prepared by Joy Nuffer, December 20, 2023

UNRECONCILED

	Current Year Budget	Year-to-Date Total	Current Month	Previous Month	Balance Remaining
Operations					
Advertising Expense	\$ 46,600.00	29,471.54	\$ 3,261.88	2,595.40	17,128.46
Canadian Marketing	10,000.00	0.00	0.00	0.00	10,000.00
Printed Material	1,000.00	2,496.68	0.00	0.00	(1,496.68)
Seminars Workshops Publicatio	2,500.00	360.00	0.00	0.00	2,140.00
Travel/Meals/Promotion	3,000.00	5,968.38	311.19	2,230.20	(2,968.38)
Workforce Development	0.00	3,000.00	0.00	0.00	(3,000.00)
Public Relations	3,000.00	0.00	0.00	0.00	3,000.00
Web Site Dev & Promo Design	5,000.00	2,739.22	285.00	0.00	2,260.78
Events Sponsorship	11,000.00	4,304.50	0.00	0.00	6,695.50
FDRLO MEMBERSHIP	0.00	5,000.00	0.00	0.00	(5,000.00)
Drum Country Business	5,000.00	5,000.00	0.00	0.00	0.00
Allocated Overhead	267,748.00	267,747.96	22,312.33	22,312.33	0.04
Total Operations	354,848.00	326,088.28	26,170.40	27,137.93	28,759.72

For Internal Use Only

Jefferson County Local Development Corp
Balance Sheet
December 31, 2023

ASSETS

Current Assets		
General Checking	\$	795,194.07
Savings Account		2,043,946.21
RLF Savings		2,016,747.87
RLF Loans Receivable		146,856.19
N Grid Mkt Grant European		12,500.00
COVID Accounts Receivable		99,110.48
Clayton Loans Receivable		6,321.24
Miscellaneous Recievable		301,697.90
LHI Records Storage		87,029.51
Prepaid Expense		2,712.64
		<hr/>
Total Current Assets		5,512,116.11
Property and Equipment		
Accumulated Depreciation		(95,022.12)
		<hr/>
Total Property and Equipment		(95,022.12)
Other Assets		
Furniture & Fixtures		76,897.89
ROU Lease Asset		175,454.00
		<hr/>
Total Other Assets		252,351.89
		<hr/>
Total Assets	\$	<u><u>5,669,445.88</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
ST Lease Liability	\$	1,358.00
ARPA Food Grant		108,803.88
ARPA Child Care Grant		244,617.75
ARPA Small Business & Training		137,029.28
ARPA Rental Property Deferred		105,477.01
ARPA Tourism Grant-Round 2		500,000.00
ARPA Sm Bus & Training-Round 2		132,200.80
ARPA Food Production-Round 2		500,000.00
ARPA Childcare Grant-Round 2		8,270.01
ARPA Food Processing-Round 2		100,000.00
JC Grant-Marketing		207,000.00
Deferred Mkt. Grant European		12,500.00
		<hr/>
Total Current Liabilities		2,057,256.73
Long-Term Liabilities		
LT Lease Liability		202,078.00
		<hr/>
Total Long-Term Liabilities		202,078.00
		<hr/>
Total Liabilities		2,259,334.73
Capital		
General Fund Bal - Unrestrict.		3,695,376.79
Net Income		(285,265.64)
		<hr/>
Total Capital		3,410,111.15
		<hr/>

Jefferson County Local Development Corp
Balance Sheet
December 31, 2023

Total Liabilities & Capital	\$ <u>5,669,445.88</u>
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Jefferson County Local Development Corp

Receivables

As of December 31, 2023

Customer	Orig Loan	Balance	Issued	Maturity	Terms	Status	Payment
JAY CANZONIER	100,000.00	23,659.62	4/26/17	7/1/2026	3%- 84 Months	Current	726.73
CLAYTON ISLAND TOURS	40,000.00	8,148.95	4/29/20	5/1/2026	5%-73 Months	Current	198.97
CLAYTON YACHT CLUB	40,000.00	29,912.21	8/4/21	8/1/2027	3%-73 Months	Current	718.75
DIPRINZIO'S KITCHEN	5,000.00	3,160.62	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
DIPRINZIO'S MARKET	5,000.00	3,160.62	1/22/21	2/1/2027	3%, 60 Months	Current	89.84
WICLDC	200,000.00	85,135.41	12/1/10	1/1/2031	3%, 240 Months	Current	1,109.20
Report Total		153,177.43					

**Jefferson County Local Development Corp
RLF Aged 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	Amount Due
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS	2086	23,659.62
		<hr/> 23,659.62
CANZONIER JAY CANZONIER D/B/A NORTH BRANCH FARMS		
CLAYTON ISLAND CLAYTON ISLAND TOURS	2242	8,148.95
		<hr/> 8,148.95
CLAYTON ISLAND CLAYTON ISLAND TOURS		
CLAYTON YACHT CLAYTON YACHT CLUB, INC.	2344	29,912.21
		<hr/> 29,912.21
CLAYTON YACHT CLAYTON YACHT CLUB, INC.		
WIC WICLDC	1907	85,135.41
		<hr/> 85,135.41
WIC WICLDC		
Report Total		<hr/> 146,856.19 <hr/> <hr/>

**Jefferson County Local Development Corp
Clayton Loans Aged 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	Amount Due
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN	2309	3,160.62
DIPRINZIO KITCHEN DIPRINZIO'S KITCHEN		3,160.62
DIPRINZIO MARKET DIPRINZIO'S MARKET	2310	3,160.62
DIPRINZIO MARKET DIPRINZIO'S MARKET		3,160.62
Report Total		6,321.24

**Jefferson County Local Development Corp
 COVID Loans Aged 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	Amount Due
AUBREYS AUBREYS SHOPPING CENTER	2241	5,020.37
AUBREYS AUBREYS SHOPPING CENTER		5,020.37
BROTHERTON STEVEN BROTHERTON	2252	3,010.46
BROTHERTON STEVEN BROTHERTON		3,010.46
CCTI COLLEENS CHERRY TREE INN	2238	5,353.86
CCTI COLLEENS CHERRY TREE INN		5,353.86
CORNELIA LAURIE A. CORNELIA	2240	5,177.56
CORNELIA LAURIE A. CORNELIA		5,177.56
ELMER KATHLEEN ELMER	2253	5,193.88
ELMER KATHLEEN ELMER		5,193.88
GOULD ROBERT L. GOULD	2234	5,020.37

**Jefferson County Local Development Corp
 COVID Loans Aged 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	Amount Due
GOULD ROBERT L. GOULD		5,020.37
GRAPES BUSTED GRAPES,LLC	2250	5,096.27
GRAPES BUSTED GRAPES,LLC		5,096.27
HEARING SOLUTIONS HEARING SOLUTIONS	2237	5,178.90
HEARING SOLUTIONS HEARING SOLUTIONS		5,178.90
HERMAN BONNIE HERMAN	2235	5,020.37
HERMAN BONNIE HERMAN		5,020.37
MILLER GAIL W. MILLER	2236	5,020.37
MILLER GAIL W. MILLER		5,020.37
MORGIA MORGIA MASONRY	2264	5,187.09
MORGIA MORGIA MASONRY		5,187.09

**Jefferson County Local Development Corp
 COVID Loans Aged 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	Amount Due
NORTH BRANCH NORTH BRANCH FARMS	2262	5,187.05
NORTH BRANCH NORTH BRANCH FARMS		5,187.05
NORTHERN NORTHERN COMMERCIAL CLEANING	2263	5,150.30
NORTHERN NORTHERN COMMERCIAL CLEANING		5,150.30
PAINFULL PAINFULL ACRES	2255	2,593.00
PAINFULL PAINFULL ACRES		2,593.00
RHODES RHODES GREENHOUSES, INC	2261	5,187.09
RHODES RHODES GREENHOUSES, INC		5,187.09
SAMPSON-MELISSA MELISSA SAMPSON	2254	6,133.54
SAMPSON-MELISSA MELISSA SAMPSON		6,133.54
SKINNER SCOTT P. SKINNER	2248	5,019.97

**Jefferson County Local Development Corp
 COVID Loans Aged 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	Amount Due
SKINNER SCOTT P. SKINNER		5,019.97
TILLSON ALISHA TILLSON	2249	5,020.37
TILLSON ALISHA TILLSON		5,020.37
WILLS GREG WILLS	2246	5,020.37
WILLS GREG WILLS		5,020.37
ZERO ZERO DOCK STREET, LLC	2280	5,519.29
ZERO ZERO DOCK STREET, LLC		5,519.29
Report Total		99,110.48

**Jefferson County Local Development Corp
Miscellaneous Aged 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	Amount Due
JCIDA	2389	58,939.58
JEFF COUNTY IDA	2390	58,939.58
	2391	58,939.58
	2392	58,939.58
	2393	58,939.58
JCIDA		294,697.90
JEFF COUNTY IDA		
National Grid EURO	2152	7,000.00
N GRID EURO GRANT 4373		
National Grid EURO		7,000.00
N GRID EURO GRANT 4373		
Report Total		301,697.90

**Jefferson County Local Development Corp
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	Transactio	Line Description	Debit Amnt	Credit Amnt
12/6/23	122250 407501 112501	3084	Invoice: 2241 12/23 INTEREST AUBREYS SHOPPING CENTER	179.69	166.72 12.97
12/6/23	122250 407501 412502 112501	151	Invoice: 2254 7/23 INTEREST 7/23 LATE FEE MELISSA SAMPSON	200.00	173.77 15.45 10.78
12/6/23	122250 407501 112501	7454	Invoice: 2235 12/23 INTEREST BONNIE HERMAN	179.69	166.72 12.97
12/6/23	122250 407501 112501	1642	Invoice: 2234 12/23 INTEREST ROBERT L. GOULD	179.69	166.72 12.97
12/6/23	122250 407501 112501	2740	Invoice: 2261 12/23 INTEREST RHODES GREENHOUSES, INC	179.69	166.31 13.38
12/6/23	122025 407501 112501	000099505	Invoice: 2242 12/23 INTEREST CLAYTON ISLAND TOURS	198.97	164.33 34.64
12/14/23	122255 407501 412502 112501	0229	Invoice: 2310 10/23 & 11/23 INTEREST 10/23 & 11/23 LATE FEE DIPRINZIO'S MARKET	190.46	162.40 17.28 10.78
12/14/23	122255 407501 112501	0232	Invoice: 2310 12/23 & 1/24 INTEREST DIPRINZIO'S MARKET	179.46	163.21 16.25
12/14/23	122255 407501 412502 112501	0230	Invoice: 2309 10/23 & 11/23 INTEREST 10/23 & 11/23 LATE FEE DIPRINZIO'S KITCHEN	190.46	162.40 17.28 10.78
12/14/23	122255 407501 112501	0231	Invoice: 2309 12/23 & 1/24 INTEREST DIPRINZIO'S KITCHEN	179.68	163.21 16.47
12/14/23	122025 407501 112501	5329	Invoice: 2086 12/23 INTEREST JAY CANZONIER D/B/A NORTH BRANCH FARMS	726.73	665.92 60.81
12/14/23	122250 407501 112501	1894	Invoice: 2250 11/23 INTEREST BUSTED GRAPES,LLC	200.00	186.62 13.38
12/14/23	122250 407501 112501	5330	Invoice: 2262 12/23 INTEREST NORTH BRANCH FARMS	179.69	166.31 13.38
12/14/23	122250 407501 112501	001000000	Invoice: 2253 12/23 INTEREST KATHLEEN ELMER	180.00	166.62 13.38
12/14/23	122250 407501 112501	000700004	Invoice: 2264 12/23 INTEREST MORGIA MASONRY	176.69	166.31 10.38

Jefferson County Local Development Corp
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	Transactio	Line Description	Debit Amnt	Credit Amnt
12/14/23	122250	1213	Invoice: 2263		166.71
	407501		12/23 INTEREST		13.29
	112501		NORTHERN COMMERCIAL	180.00	
			CLEANING		
				<u>3,500.90</u>	<u>3,500.90</u>

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6958	12/1/23	MARSHALL WEIR	100001	311.19
6959	12/5/23	BLUE MOUNTAIN SPRING WATER, INC.	100001	37.81
6960	12/5/23	DAVIS VISION	100001	88.13
6961	12/5/23	EXCELLUS BC/BS	100001	409.94
6962	12/5/23	FP MAILING SOLUTIONS	100001	156.00
6963	12/5/23	THE HARTFORD	100001	336.90
6964	12/5/23	JEFFERSON COMMUNITY COLLEGE	100001	18,729.99
6965	12/5/23	NNY ONLINE	100001	595.35
6966	12/5/23	THE ANIMAL DOCTORS	100001	10,000.00
6967	12/5/23	VERIZON WIRELESS	100001	124.96
6968	12/5/23	WATERTOWN LOCAL DEVELOPMENT CORPORAT	100001	4,661.87
6969	12/5/23	WPBS	100001	612.00
6970	12/5/23	WRVO	100001	160.00
6971	12/5/23	EXCELLUS BC/BS	100001	13,305.84
6972	12/5/23	EXCELLUS BC/BS	100001	620.77
6973	12/7/23	RBC WEALTH MANAGEMENT	100001	3,792.44
6974	12/7/23	UNITED WAY OF NNY	100001	127.00
6975	12/12/23	CINTAS	100001	71.28
6976	12/12/23	COWCALLS INC.	100001	7,334.40
6977	12/12/23	KEY BANK	100001	2,748.78
6978	12/12/23	NATIONAL GRID	100001	573.53
6979	12/12/23	GWNC CHAMBER OF COMMERCE	100001	200.00
6980	12/14/23	ATLAS INTEGRATED	100001	285.00
6981	12/14/23	MSCORP, LLC	100001	9,192.00
6982	12/14/23	PROSHRED SECURITY	100001	23.77
6983	12/14/23	SAM'S CLUB	100001	145.17
6984	12/14/23	THOUSAND ISLANDS REGIONAL TOURISM	100001	2,649.88
6985	12/18/23	NORTHERN COMMERCIAL CLEANING	100001	865.00
6986	12/18/23	WATERTOWN ROTARY CLUB	100001	286.00
6987	12/18/23	SPECTRUM REACH	100001	1,442.50
6988	12/18/23	GWNC CHAMBER OF COMMERCE	100001	1,533.60
6989	12/18/23	WESTELCOM	100001	371.63

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

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
6992	12/20/23	JEFFERSON-LEWIS BOARD OF REALTORS	100001	7,645.54
6993	12/20/23	PEGGY SAMPSON	100001	12.84
6994	12/20/23	TRAVELERS CL REMITTANCE CENTER	100001	412.00
6995	12/20/23	GWNC CHAMBER OF COMMERCE	100001	204.73
6996	12/20/23	WICLDC	100001	1,534.74
6990	12/21/23	RBC WEALTH MANAGEMENT	100001	3,694.58
6991	12/21/23	UNITED WAY OF NNY	100001	127.00
Total				<u>95,424.16</u>

**Jefferson County Local Development Corporation
Audit Committee Meeting Minutes
December 15, 2023**

The Jefferson County Local Development Corporation 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 8:00 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. 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 was any litigation; no one was aware of any. Ms. Podvin asked to be notified if there were any questionable/problem loans or any 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 \$7,000 for the audit, \$3,000 for the single audit and \$1,000 for the preparation of the information returns for a total of \$11,000. The audit is expected to begin on approximately January 22, 2024.

Ms. Hill said that there is a new not-for-profit standard - Current Expected Credit Losses (CECL). She said the standard requires establishment of a methodology for considering current conditions and trends in estimating potential credit losses.

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, Mr. Warneck adjourned the meeting at 8:05 a.m.

Respectfully submitted,

Peggy Sampson

December 15, 2023

To the Board of Directors
Jefferson County Local Development Corporation
800 Starbuck Avenue, STE 800
Watertown, NY 13601

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

Audit Scope and Objectives

We will audit the financial statements of Jefferson County Local Development Corporation, which comprise the statement of financial position as of December 31, 2023, the related statements of activities, functional expenses, and cash flows for the year then ended, and the disclosures (collectively, the “financial statements”). Also, the following supplementary information accompanying the financial statements will be subjected 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. 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 opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as 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 objectives 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 program(s) in accordance with 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 Organization or to acts by management or employees acting on behalf of the Organization. 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 or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come 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 Organization'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, 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 the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the Organization 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 opinion. 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 Local Development Corporation's compliance with the 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 the Organization'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 Local Development Corporation'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 prepare the Organization's federal and state information returns for the periods ended December 31, 2023 based on information provided by you. We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Jefferson County Local Development Corporation 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, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statements, schedule of expenditures of federal awards, related notes, and tax 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. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

You agree to assume all management responsibilities for the tax services, 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 the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, 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) 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. 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 Organization 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 Organization 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 Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization 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. The summary schedule of prior audit findings should be available for our review.

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.

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 studies. You are 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 Organization; 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 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 federal awarding agency. If we are aware that a federal awarding agency 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 services other than the preparation of the information returns and Single Audit will be \$7,000, \$1,000 for the preparation of the information returns, and \$3,000 for the Single Audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. All matters related to the Organization's adoption of new accounting standards including, but not limited to, the accounting standard for current expected credit losses (CECL) pursuant to Accounting Standards Codification (ASC) 326, will be accounted for and billed separately. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

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 Local Development Corporation 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 Local Development Corporation's information. At the end of the engagement, Bowers and Company CPAs, PLLC will provide Jefferson County Local Development Corporation with a copy of deliverables and data related to the engagement from ShareFile.

Upon completion of the engagement, data and other content will either be removed from ShareFile or become unavailable to Bowers and Company CPAs PLLC within a reasonable time frame of one year.

Reporting

We will issue a written report upon completion of our audit of Jefferson County Local Development Corporation's financial statements. Our report will be addressed the Board of Directors of Jefferson County Local Development Corporation. 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.

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

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,

Bowers & Company

RESPONSE:

This letter correctly sets forth the understanding of Jefferson County Local Development Corporation.

Management Signature: _____

Governance Signature: _____

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
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. The fee will be \$7,000 for the audit, \$3,000 for the single audit, and \$1,000 for the preparation of the information returns for a total of \$11,000, and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Local Development Corporation 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.

Kent D. Burto, Secretary

**Jefferson County Local Development Corporation
Personnel Committee Meeting Minutes
December 15, 2023**

The Jefferson County Local Development Corporation held a personnel committee meeting on Friday, December 15, 2023 in the board room, 800 Starbuck Avenue, Watertown, NY.

Present: Kent Burto (Chair), David Converse, Lisa L'Huillier, W. Edward Walldroff

Excused: Rob Aiken

Also Present: David Zembiec, Marshall Weir, Lyle Eaton, Peggy Sampson, Joy Nuffer, Robin Stephenson, Bill Johnson, John Condino, Christine Powers, Paul Warneck, Greg Gardner

I. Call to Order: Chairman Burto called the meeting to order at 8:31 a.m.

II. Pension Plan

- a. Establish Percentage for Discretionary Contribution for year ending 12/31/23 – Mr. Eaton** provided a salary recap and indicated that it is under budget. Mr. Eaton recommended staying at 3% of the salary budget (\$589,450) for the discretionary contribution to the 401k plan, which amounts to \$17,683.

A motion was made by Ms. L'Huillier to recommend 3%, which amounts to a \$17,683 contribution, to the full board of directors, seconded by Mr. Walldroff. All in favor.

III. Sick Leave – Chairman Burto said that staff currently gets 7 sick days per calendar year and indicated that Mr. Zembiec suggested looking at increasing the amount. Mr. Zembiec said the County accrues their sick time each pay period which amounts to 14 days.

A motion was made by Mr. Walldroff to recommend to the full board of directors an increase in sick days to 10 days per calendar year, seconded by Ms. L'Huillier. All in favor.

IV. Employee Handbook – Mr. Zembiec said that he was recently talking with Dawn Cole who mentioned an individual that will review employee handbooks for approximately \$390. Mr. Zembiec suggested that we have the individual review our employee handbook to ensure it is up to date with current laws and best practices. If updates are necessary, then the individual will submit a proposal. The committee expressed their support for the review.

V. Annual CEO Evaluation – At 8:37 a.m. Ms. L'Huillier made a motion to convene into executive session to conduct Mr. Zembiec's annual evaluation, seconded by Mr. Walldroff. All in favor.

At 9:10 a.m. a motion was made by Mr. Walldroff to leave executive session, seconded by Ms. L'Huillier. All in favor.

Mr. Walldroff made a motion to recommend a 3% salary increase for Mr. Zembiec effective December 18, 2023 seconded by Ms. L'Huillier. All in favor.

VI. Adjournment: With no further business before the committee, a motion to adjourn the meeting was made by Mr. Converse seconded by Mr. Walldroff. The meeting was adjourned at 9:20 a.m.

Respectfully submitted,

Peggy Sampson

An annual meeting of the Jefferson County Local Development Corporation convened on Thursday, January 4, 2024 at 8:00 a.m.

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

Resolution No. 01.04.2024.02

RESOLUTION OF THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION (the "Corporation") TO MAKE A ONE TIME CONTRIBUTION OF \$17,683 (3%) TO THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION 401(K) PROFIT SHARING PLAN FOR THE PLAN YEAR 2023.

NOW THEREFORE BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION THAT:

THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION MAKES A ONE-TIME CONTRIBUTION TO THE JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION 401(K) PROFIT SHARING PLAN OF \$17,683 FOR PLAN YEAR 2023.

This Resolution is to take effect immediately.

Kent Burto, Secretary

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
Resolution Number 01.04.2024.03

**RESOLUTION TO ADJUST SICK LEAVE PROVISION IN THE EMPLOYEE
HANDBOOK**

WHEREAS, the Personnel Committee met on December 15, 2023, and

WHEREAS, the Personnel Committee recommended increasing sick leave from 49 hours (7 days) to 70 hours (10 days) effective January 1, 2024, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Local Development Corporation that it herein approves the recommendation, 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.

Kent D. Burto, Secretary

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
Resolution Number 01.04.2024.04

RESOLUTION FOR CEO SALARY INCREASE

WHEREAS, the Personnel Committee met on December 15, 2023 to conduct the Annual CEO Evaluation, and

WHEREAS, the Personnel Committee recommended a 3% salary increase effective December 18, 2023, and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Jefferson County Local Development Corporation that it herein approves the recommendation, 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.

Kent D. Burto, Secretary

**Jefferson County Local Development Corporation
Governance Committee Meeting Minutes
December 15, 2023**

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

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

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

- I. **Call to Order:** Chairman Walldroff called the meeting to order at 9:27 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 mission statement and performance measurement goals. The 2023 results will be added within the next few months.
- IV. **Review Current Policies and Procedures:** There were no changes made to the Disposition of Real Property Guidelines, the Investment Policy with Internal Controls, nor the Procurement Policy.
- V. **Annual Confidential Board Evaluations:** Committee members reviewed the summary results from this year and compared them to last year. Mr. Warneck said that the evaluations have been consistently better over the last few years.

After review and discussion, a motion was made by Mr. Gardner 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. Gardner, seconded by Mr. Warneck. The meeting adjourned at 9:34 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY LOCAL DEVELOPMENT CORPORATION
Resolution Number 01.04.2024.05
For Annual Internal Policy and Procedure Review

WHEREAS, on December 15, 2023 the JCLDC 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 Local Development Corporation 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.

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

Name of Authority: Jefferson County Local Development Corporation

Date Completed:

ARPA Grant Funds from Jefferson County-Round 1-Status-Expenditures

Month	Child Care	Small Business Productivity & Incumbent Worker Training	Local Foods Resiliency	Rental Property Deferred Maintenance	Remediation 146 Arsenal Street	Hounsfield Sewer	Total Grants Running Balance
Total Available	\$809,000.00	\$425,000.00	\$400,000.00	\$425,000.00	\$1,000,000.00	\$1,500,000.00	\$4,559,000.00
April-22	\$67,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
May-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
June-22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,492,000.00
July-22	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	\$0.00	\$3,492,000.00
August-22	\$125,791.52	\$11,052.00	\$94,928.45	\$0.00	\$0.00	\$0.00	\$3,260,228.03
September-22	\$0.00	\$66,378.93	\$7,722.00	\$34,958.80	\$0.00	\$292,000.00	\$2,859,168.30
October-22	\$15,045.02	\$43,814.69	\$37,176.74	\$41,710.22	\$0.00	\$0.00	\$2,721,421.63
November-22	\$0.00	\$20,233.13	\$10,450.00	\$4,220.00	\$0.00	\$0.00	\$2,686,518.50
December-22	\$102,407.09	\$10,000.00	\$33,459.86	\$27,616.80	\$0.00	\$0.00	\$2,513,034.75
January-23	\$0.00	\$44,596.00	\$12,700.00	\$45,533.04	\$0.00	\$0.00	\$2,410,205.71
February-23	\$91,353.91	\$0.00	\$12,778.26	\$10,000.00	\$0.00	\$0.00	\$2,296,073.54
March-23	\$0.00	\$17,834.18	\$30,506.25	\$19,600.00	\$0.00	\$0.00	\$2,228,133.11
April-23	\$53,670.63	\$0.00	\$10,000.00	\$19,197.68	\$0.00	\$0.00	\$2,145,264.80
May-23	\$0.00	\$11,278.90	\$0.00	\$7,200.00	\$0.00	\$0.00	\$2,126,785.90
June-23	\$0.00	\$6,044.04	\$11,289.68	\$25,344.80	\$0.00	\$0.00	\$2,084,107.38
July-23	\$3,363.98	\$8,928.17	\$0.00	\$0.00	\$0.00	\$0.00	\$2,071,815.23
August-23	\$50,036.14	\$19,000.00	\$21,493.75	\$58,210.38	\$0.00	\$0.00	\$1,923,074.96
September-23	\$0.00	\$0.00	\$7,213.74	\$12,947.44	\$0.00	\$0.00	\$1,902,913.78
October-23	\$50,387.51	\$4,785.14	\$1,477.39	\$0.00	\$0.00	\$0.00	\$1,846,263.74
November-23	\$5,326.45	\$7,188.00	\$0.00	\$12,983.83	\$0.00	\$0.00	\$1,820,765.46
December-23	\$0.00	\$16,837.54	\$0.00	\$0.00	\$0.00	\$0.00	\$1,803,927.92
Total Expenditures	\$564,382.25	\$287,970.72	\$291,196.12	\$319,522.99	\$1,000,000.00	\$292,000.00	\$2,755,072.08
Balance of Grant	\$244,617.75	\$137,029.28	\$108,803.88	\$105,477.01	\$0.00	\$1,208,000.00	\$1,803,927.92
Uncommitted Balance	\$0.00	\$0.00	\$82.51	\$5,400.00	\$0.00	\$0.00	
Excess Funds (Approved by board but did not take full award)	\$0.00	\$0.00	\$51,203.78	\$41,884.45	\$0.00	\$0.00	
Full Uncommitted Balance	\$0.00	\$0.00	\$51,286.29	\$47,284.45	\$0.00	\$0.00	
<i>Report Prepared by Joy Nuffer-Finance Assistant</i>							

ARPA Grant Funds from Jefferson County-Round 2-Status-Expenditures

Month	Child Care	Small Business Productivity	Tourism Enhancement	Local Foods Resiliency-Processing	Local Foods Resiliency-Production	Total Grants Running Balance
Total Available	\$100,000.00	\$180,000.00	\$500,000.00	\$100,000.00	\$500,000.00	\$1,380,000.00
October-23	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$1,370,000.00
November-23	\$73,000.00	\$18,931.20	\$0.00	\$0.00	\$0.00	\$1,278,068.80
December-23	\$18,729.99	\$18,868.00	\$0.00	\$0.00	\$0.00	\$1,240,470.81
Total Expenditures	\$91,729.99	\$47,799.20	\$0.00	\$0.00	\$0.00	\$139,529.19
Balance of Grant	\$8,270.01	\$132,200.80	\$500,000.00	\$100,000.00	\$500,000.00	\$1,240,470.81
<i>Report Prepared by Joy Nuffer-Finance Assistant</i>						

JCLDC Committee Structure

2024

Committee Name	Committee Members	Committee Name	Committee Members	
Executive	Chairman - Robert E. Aliasso, Jr. Vice Chairman - W. Edward Walldroff Treasurer - Paul Warneck Secretary - Kent Burto Immediate Past Chairman - David Converse	Manufacturing Council	Pending	
Personnel	Kent Burto, Chair W. Edward Walldroff Lisa L'Huillier David Converse Rob Aiken		Staff - David Zembiec	
Governance Standing Committee	W. Edward Walldroff, Chair Paul Warneck Greg Gardner William Johnson		Marketing Council	Peter Whitmore, Chair Corey Fram Kevin Richardson Kylie Peck Leslie Distefano Kelly Reinhardt Cindy Lawrence JCLDC Board Rep - Lisa L'Huillier Staff - Marshall Weir
Audit/Finance Standing Committee	Paul Warneck, Chair Christine Powers David Converse Robert Aiken Robert E. Aliasso, Jr.	Communications Ad Hoc Committee		Greg Gardner Lisa L'Huillier Staff - Marshall Weir
Nominating	Lisa L'Huillier, Chair William Johnson Kent Burto W. Edward Walldroff			Ag Ad Hoc Committee
Loan Review	David Converse, Chair Robert E. Aliasso, Jr. Kent Burto Christine Powers John Condino			
Ag Development Council	Peggy Murray, Chair Kathryn Canzonier Martha Aschmann Adam Miner Bill Johnson - Legislative Rep Paul Mason Ronald Robbins Douglas Schelmidine Stephen Winkler Justin Bach Michael Nuckols Carl Farone/Michelle Capone Taylor McKinney Ron Porter Timothy J. Babcock Rob Aiken Nickey Aubin Scott Zehr Sarah Downey Jay Canzonier (Workforce Development Rep from Cornell University) Dani Baker JCLDC Board Rep - W. Edward Walldroff Staff - Jay Matteson			

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 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)~~ 13,700, payable in equal monthly installments of ~~Seventy-one~~ Fifty Nine Thousand ~~ThreeFour~~ 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 ~~policies~~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 New 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 Local Development Corporation
 800 Starbuck Avenue, Suite 800
 Watertown, NY 13601
 (315) 782-5865

2023 Board Attendance

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