

Jefferson County Industrial Development Agency
800 Starbuck Avenue, Suite 800
Watertown, New York 13601
Telephone: (315) 782-5865 or (800) 553-4111 Facsimile (315) 782-7915
www.jcida.com

Notice of Board Meeting

Date: May 23, 2024

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

From: Chairman Robert Aliasso

Re: Notice of Board of Directors' Meeting

=====

The Jefferson County Industrial Development Agency will hold its Board Meeting on **Thursday, June 6, 2024 at 8:30 a.m.** in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Zoom:
<https://us02web.zoom.us/j/84355250468?pwd=R0t4VjRPdGJBZDJrL2JQYVVVjKytDdz09>
Meeting ID: 843 5525 0468
Passcode: 011440
1-929-205-6099 US (New York)

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

pss

c: Marshall Weir, CEO
Jay Matteson
Lyle Eaton
Robin Stephenson
Christine Powers
Greg Gardner
Kent Burto
Rob Aiken
Justin S. Miller, Esq.
Joseph V. Frateschi, Esq.
Media

BOARD MEETING AGENDA
Thursday, June 6, 2024 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – May 1, 2024**
- V. Treasurer’s Report – May 31, 2024**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
 - b. Loan Review Committee**
 - i. Proposed Lending/Collection Policy and Procedures**
- VII. Unfinished Business**
 - 1. 4XL, LLC Building Review (Lawman Headquarters, JCCP Lot 10)**
- VIII. New Business**
 - 1. MetalCraft Building Review (JCCP)**
 - 2. Resolution No. 06.06.2024.01 to update the Authorizing Official for the Northern Border Regional Commission Economic & Infrastructure Development Investment Program**
 - 3. Permanent Public Sewer Easement with the Town of Hounsfield**
- IX. Counsel**
 - 1. Initial Project Resolution No. 06.06.2024.02 for 302 Globe, LLC**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
May 1, 2024**

The Jefferson County Industrial Development Agency held its board meeting on Wednesday, May 1, 2024 in the board room at 800 Starbuck Avenue, Watertown, NY.

Present: William Johnson, W. Edward Walldroff, John Condino, David Converse, Paul Warneck

Excused: Robert E. Aliasso, Jr.

Absent: Lisa L’Huillier

Also Present: Rob Aiken

Zoom: Justin Miller, Esq. (Harris Beach)

Staff Present: David Zembiec, Marshall Weir, Peggy Sampson, Jay Matteson, Robin Stephenson

- I. Call to Order:** Vice Chairman Johnson called the meeting to order at 8:30 a.m.
- II. Privilege of the Floor:** No one spoke.
- III. Minutes:** Minutes of the meeting held April 4, 2024 were presented. A motion to approve the minutes as presented was made by Mr. Condino, seconded by Mr. Walldroff. All in favor. Carried.
- IV. Treasurer’s Report:** Mr. Warneck reviewed the financials for the period ending April 30, 2024. He reported that an ARPA grant payment was made to the Town of Hounsfield for the sewer project. He noted that the Colleen’s Cherry Tree Inn loan is now current. He suggested fixing the vendor name from Sackets Harbor Brew Pub, LLC to the actual entity for the loan which is SHBP Realty Holdings, LLC. Mr. Converse said that we have to keep an eye on the projected fee revenue line item. After discussion, a motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Converse. All in favor. Carried.
- V. Committee Reports:**
 - a. Alternative Energy Ad Hoc Committee –** No report.
- VI. Unfinished Business:**
 - 1. Deferiet –** Mr. Zembiec said that the Deferiet Redevelopment Corporation has been incorporated. He said that Attorney Frateschi will prepare the bylaws and policies and procedures for the organizational meeting in June. He said the IDA is the initial member and the new board will be approved at the organizational meeting. He also said that the County will finalize foreclosure on the property in June.
 - 2. Globe Mini Mall –** Mr. Warneck asked about the renovations at the location. He pointed out that we have not received an application and wondered if the project will fall under the UTEP or would be a deviation. Attorney Miller said that the project will fall under the UTEP since there is a reference to commercial projects. He did say that the board could seek endorsement from the taxing jurisdictions in the spirit of ongoing practice. It was noted that this project

Jefferson County Industrial Development Agency
Board Meeting Minutes
May 1, 2024

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will be a redevelopment of a dilapidated building. Mr. Warneck and Mr. Converse both indicated that they would like the municipality to request our assistance with this project.

3. **Town of Watertown Planning Board** – Mr. Warneck said that he was reading the Town of Watertown Planning Board minutes, and they indicated that 4XL, LLC (Lawler/Lundy) submitted updated plans to the planning board to expand their project in the corporate park (Lot #10). He said the minutes indicated that the approval was granted contingent upon JCIDA review. Staff will reach out to the company to get updated plans for review.

Executive Session –

At 8:50 a.m. a motion was made by Mr. Warneck to enter into an executive session to discuss the potential acquisition/disposition of real estate, seconded by Mr. Condino. Board Members, LDC Board Member Aiken, Staff, and Counsel remained.

At 9:49 a.m. a motion was made by Mr. Warneck to leave the executive session, seconded by Mr. Converse. All in favor. No action was taken.

VII. New Business:

1. **Authorizing Resolution No. 05.01.2024.01 for Convalt Energy, Inc. and Convalt Manufacturing, LLC – Phase I Project** – No action was taken.

VIII. Counsel: None.

- IX. Adjournment:** With no further business before the board, a motion to adjourn was made by Mr. Walldroff, seconded by Mr. Condino. All in favor. The meeting was adjourned at 9:54 a.m.

Respectfully submitted,

Peggy Sampson

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 Prepared by Lyle Eaton,
 UNRECONCILED
Income Statement for the Five Month Period Ending May 31, 2024

	Current Year Budget	Year-to-Dat e Total	Current Month	Previous Month	Balance Remaining
Revenues					
Application & Process Fees	\$ 12,000.00	31,352.00	\$ 0.00	0.00	(19,352.00)
Bond Admin Fee	3,000.00	3,000.00	0.00	0.00	0.00
PILOT/Sale Leaseback Fees	1,079,306.00	0.00	0.00	0.00	1,079,306.00
Fee Income - RLF Program	43,422.00	18,092.50	3,618.50	3,618.50	25,329.50
Fee Income - Micro Program	24,087.00	10,036.25	2,007.25	2,007.25	14,050.75
Grant Income - Federal ARPA	0.00	292,000.00	0.00	292,000.00	(292,000.00)
Interest Income	500.00	86.98	0.00	21.57	413.02
Interest Income - RLF Program	40,000.00	21,944.02	5,400.98	1,845.86	18,055.98
Late Payment Penalty RLF	0.00	32.50	0.00	0.00	(32.50)
Interest Income - Micro Prog.	5,000.00	2,769.53	446.20	986.95	2,230.47
Late Payment Penalty - Micro	700.00	110.97	0.00	62.63	589.03
Miscellaneous Income	5,000.00	1,186.20	0.00	481.20	3,813.80
YMCA Income	0.00	15,976.30	0.00	0.00	(15,976.30)
Total Revenues	1,213,015.00	396,587.25	11,472.93	301,023.96	816,427.75
Operations					
Office Expense	2,000.00	398.68	(40.07)	0.00	1,601.32
Admin Services Exp	713,694.00	297,375.00	59,475.00	59,475.00	416,319.00
Depreciation Expense - Siding	16,296.00	6,789.80	1,357.96	1,357.96	9,506.20
D&O Insurance	16,500.00	6,671.25	1,334.25	1,334.25	9,828.75
Commercial Insurance	8,500.00	4,059.25	811.85	811.85	4,440.75
FTZ Expense	1,250.00	0.00	0.00	0.00	1,250.00
Legal- Retainer	18,000.00	6,000.00	1,500.00	0.00	12,000.00
Legal - Unrestricted	5,000.00	2,400.00	2,400.00	0.00	2,600.00
Legal YMCA	1,000.00	0.00	0.00	0.00	1,000.00
Accounting & Auditing	23,000.00	18,300.00	0.00	0.00	4,700.00
Coffeen Park Taxes	2,500.00	2,361.69	0.00	0.00	138.31
Airport Park Taxes	1,100.00	1,100.61	0.00	0.00	(0.61)
Deferit Expense	0.00	4,850.50	0.00	0.00	(4,850.50)
Fees Expense	500.00	115.20	0.00	0.00	384.80
Grant Expense - Federal ARPA	0.00	292,000.00	0.00	292,000.00	(292,000.00)
Bad Debt--RLF	190,000.00	0.00	0.00	0.00	190,000.00
Bad Debt--Micro	35,000.00	0.00	0.00	0.00	35,000.00
RLF Program Expense	43,422.00	18,092.50	3,618.50	3,618.50	25,329.50
Microenterprise Program Exp	24,087.00	10,036.25	2,007.25	2,007.25	14,050.75
RLF Audit Expense	800.00	0.00	0.00	0.00	800.00
Building Depreciation- 146 Ars	109,166.00	44,468.15	8,893.63	8,893.63	64,697.85
146 Arsenal Gas	0.00	796.93	0.00	0.00	(796.93)
Miscellaneous - Unrestricted	1,200.00	0.00	0.00	0.00	1,200.00
Total Operations	1,213,015.00	715,815.81	81,358.37	369,498.44	497,199.19
Total Revenue	1,213,015.00	396,587.25	11,472.93	301,023.96	816,427.75
Total Expenses	1,213,015.00	715,815.81	81,358.37	369,498.44	497,199.19
Net Income Over Expenditures	\$ 0.00	(319,228.56)	\$ (69,885.44)	(68,474.48)	319,228.56

Jefferson County IDA
Balance Sheet
May 31, 2024

ASSETS

Current Assets		
General Checking	\$	1,268,175.73
Savings Account		258,820.87
Microenterprise Account		104,481.42
City Loan Account		287,879.66
Revolving Loan Fund Account		2,024,594.75
RLF Checking Account		546.84
PILOT Monies Receivable		27,795.38
Miscellaneous Receivable		74,809.37
RLF Loans Receivable		2,278,598.32
Microenterprise Loans Rec.		114,025.17
Allowance for Bad Debt-RLF		(190,000.00)
Allow. for Bad Debts-MICRO		(35,000.00)
Prepaid Expense		9,034.64
		6,223,762.15
Total Current Assets		
Property and Equipment		
Accum Depr - Building	(1,238,444.27)	
Accum Depr. Equipment	(52,269.66)	
Accumulated Depreciation Sidin	(50,244.52)	
		(1,340,958.45)
Total Property and Equipment		
Other Assets		
IT Server	6,050.00	
Equipment	13,366.00	
Corp. Park Improvements	209,995.14	
Airport Property	884,326.02	
Intangible Asset	53,195.00	
WIP Airport	405,822.65	
WIP Intersection	244,973.52	
Woolworth Building	505,000.00	
Rail Siding CCIP	244,434.00	
Land 146 Arsenal	126,577.50	
146 Ars Building Improvements	3,264,556.08	
		5,958,295.91
Total Other Assets		
Total Assets	\$	10,841,099.61

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable - Unrestrict	\$	53,849.25
PILOT Monies Payable		27,313.95
RLF Loan Payable		700,000.00
Due HUD - RLF Interest		170.03
Due HUD - MICRO Interest		0.84
Due HUD - CITY Loan Interest		2.36
ARPA Airport Sewer		916,000.00
Car Freshner Signage		11,000.00
		1,708,336.43
Total Current Liabilities		
Long-Term Liabilities		
Due NYS/IAP L.T.		180,159.78

Jefferson County IDA
Balance Sheet
May 31, 2024

Total Long-Term Liabilities		<u>180,159.78</u>
Total Liabilities		1,888,496.21
Capital		
General Fund Bal - Unrestrict.	3,704,602.38	
Fund Bal - RLF Restricted	4,109,139.27	
Fund Bal - Micro Restricted	190,659.76	
Fund Bal - City Restricted	287,870.22	
Cap. Impr. Convergys	979,560.33	
Net Income	<u>(319,228.56)</u>	
Total Capital		<u>8,952,603.40</u>
Total Liabilities & Capital	\$	<u><u>10,841,099.61</u></u>

Jefferson County IDA
Unrestricted Aged Payables
As of May 31, 2024

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

Vendor	Invoice/CM #	Date	Net To Pay
JEFF COUNTY LDC	ADMIN5	5/1/24	59,475.00
JEFF COUNTY LDC			59,475.00
			<u>59,475.00</u>

Jefferson County IDA
Cash Disbursements Journal
For the Period From May 1, 2024 to May 31, 2024

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
5/9/24	8083	202702 100001	LCO DESTINY RLF APRIL 2024 JEFFERSON COUNTY INDUSTRIAL	2,438.52	2,438.52
5/9/24	8084	202704 100001	LCO DESTINY APRIL LOAN NORTH COUNTRY ALLIANCE	1,320.77	1,320.77
5/15/24	8085	200001 100001	Invoice: 24-317 BERNIER, CARR & ASSOCIATES, P.C.	2,059.07	2,059.07
5/15/24	8086	200001 100001	Invoice: ADMIN4 JEFF COUNTY LDC	59,475.00	59,475.00
5/15/24	8087	200001 100001	Invoice: COBB SACKETS HARBOR LDC	424.02	424.02
5/15/24	8088	200001 100001	Invoice: CONVALT 4-24 SACKETS HARBOR LDC	500.00	500.00
5/15/24	8089	200001 100001	Invoice: COBB424 JEFFERSON COUNTY INDUSTRIAL	565.35	565.35
5/15/24	8090	200001 100001	Invoice: CONVALT 4-24 JEFFERSON COUNTY INDUSTRIAL	2,125.00	2,125.00
5/21/24	8091	200001 200001 100001	Invoice: 8973412 Invoice: 88973413 HARRIS BEACH	1,500.00 2,400.00	3,900.00
Total				72,807.73	72,807.73

Jefferson County IDA
General Checking Cash Receipts Journal
For the Period From May 1, 2024 to May 31, 2024

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

Date	Account ID	Transaction	Line Description	Debit Amnt	Credit Amnt
5/13/24	710001 100001	2624929	REFUND DUPLICATE PAYMENT FEDERAL EXPRESS-AR GLOBAL	40.07	40.07
5/13/24	207005 205602 100001	19893	DUE IDA MICRO DUE SHLDC PAINFULL ACRES	989.37	565.35 424.02
				<u>1,029.44</u>	<u>1,029.44</u>

**Jefferson County IDA
Miscellaneous Receivables
As of May 31, 2024**

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

Customer ID Customer Bill To Contact Telephone 1	Invoice/CM	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
CONVALT	3669				27,486.30	27,486.30
CONVALT ENERGY, LLC	3911				11,230.50	11,230.50
					38,716.80	38,716.80
HALE'S BUS GARAGE HALE'S BUS GARAGE, LLC	3944			3,750.00		3,750.00
315-853-8670						
HALE'S BUS GARAGE HALE'S BUS GARAGE, LLC				3,750.00		3,750.00
THREE MILE BAY THREE MILE BAY VENTURES, LLC	7-10-2020				41,400.00	41,400.00
THREE MILE BAY THREE MILE BAY VENTURES, LLC					41,400.00	41,400.00
Report Total				3,750.00	80,116.80	83,866.80

Jefferson County Industrial Development Agency
MICRO Loan Fund Receivables
May 31, 2024

Recipient	Date Issued	Loan Amount	Current Balance	Payment Amount	Current Status	Purpose of Loan
Colleens Cherry Tree inn	5/1/2019	\$40,000.00	20,503.86	\$250.60	1 Month	Expand Restaurant - Ice Ceram Shop
Clayton Island Tours	3/31/2023	\$40,000.00	32,319.22	\$773.31	Current	Working Capital
Painfull Acres	3/1/2018	\$40,000.00	8,727.77	\$565.35	3 Months	Amish Furniture Store
Pink Kettle	2/23/2022	\$24,800.00	14,807.70	\$468.01	Current	Retail Beverages
Taste of Design	4/1/2007	\$40,000.00	10,453.64	\$277.54	3 Months	Coffee Shop
Therartpy	7/1/2021	\$10,102.00	4,688.16	\$190.64	Current	Art Therapy
Willowbrook	7/28/2021	\$40,000.00	22,524.82	\$754.85	Current	Purchase Golf Club
Total MICRO Receivables		234,902.00	114,025.17	3,280.30	-	

Jefferson County Industrial Development Agency
 Revolving Loan Fund Receivables
 May 31, 2024

	Recipient	Date Issued	Loan Amount	Current Balance	Payment Amount	Current Status
1	Convalt	07/13/22	850,000.00	850,000.00	\$2,625.00	Current
2	JCIDA	08/01/21	2,000,000.00	700,000.00	\$0.00	Current
3	LCO Destiny	02/06/23	250,000.00	210,171.26	\$2,438.52	Current
4	Marzano Excavating	01/01/24	\$120,000.00	118,337.06	\$1,012.60	Current
5	Three Mile Bay Ventures	01/01/24	\$250,000.00	\$250,000.00	\$1,250.00	Current
6	Sackets Harbor Brew Pub	April-24	\$150,000.00	\$150,000.00	\$1,265.79	Current
	Total RLF Receivables		\$3,620,000.00	\$2,278,508.32	\$8,591.91	-

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 29, 2024**

Present: David Converse (Chair), John Condino, Christine Powers
Zoom: Rob Aliasso

Excused: Kent Burto

Also Present: Marshall Weir, Lyle Eaton, Peggy Sampson, Robin Stephenson, Jay Matteson, Paul Warneck, Bill Johnson, and Joe Frateschi, Esq.

- I. Call to Order:** Chair Converse called the meeting to order at 8:00 a.m.
- II. Pledge of Allegiance**
- III. Other/Unfinished Business –**
 - 1. 302 Globe, LLC PILOT Application –** A request for a PILOT for the acquisition of property located at 302 Court Street, Watertown, NY and to establish a commercial mixed-use facility comprised of approximately 14,000 square feet of commercial space and retail space on the first floor and eleven (11) market-rate apartment units on the second floor, along with renovations to the façade, roof, common spaces, mechanical and electric upgrades, utility and site improvements, parking, curbage, access and egress improvements, signage, sidewalks, landscaping and other improvements.

Mr. Weir said that this is an opportunity for us to get a piece of blighted property redeveloped. He said that he attended a city council meeting where they passed a resolution supporting a PILOT for the project.

Mr. Converse asked about the ownership structure. Committee members reviewed the structure that was submitted with the application. Attorney Frateschi said that they will review corporate documents as part of their due diligence.

Mr. Converse asked about the salaries listed. He was looking for confirmation that they were for full-time equivalent positions. Mr. Eaton said that he used 3FT positions on the cost benefit analysis (CBA). He said it shows a 12:1 ratio which he indicated is favorable.

Ms. Powers asked if staff received a copy of the environmental report. Mr. Eaton said that we will request it. Ms. Powers also asked if staff knows who the lender will be. Mr. Eaton said no.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 29, 2024**

Committee members discussed the length of the PILOT. Mr. Eaton said that the CBA is based on a standard UTEP PILOT which is 15 years. Mr. Warneck asked about previous housing PILOT projects. Mr. Eaton provided several examples where the PILOT was structured at 15 years with a 10-year abatement and full taxes for the remaining 5 years. Another example was a 15-year PILOT at 50%.

Mr. Warneck said his concern is that the market rate rentals will be competing with other local rentals that are not receiving exemptions. Mr. Warneck said that he would support a 15-year PILOT with a 10-year abatement where the last 5 years are full taxation. Mr. Weir said that he would discuss PILOT structures with the developer.

Mr. Aliasso said the updated figures on page 13 of the application did not get totaled correctly. Mr. Weir said that he will have it corrected.

A motion was made by Mr. Condino to move the completed PILOT Application to the full board to consider an Initial Project Resolution, seconded by Mr. Aliasso. All in favor.

- 2. Lending/Collection Policy and Procedures** – Staff recommended some minor changes to the policy. They are as follows:

#10. Responsibility of Board of Directors

- Change ‘he’ to ‘they’ and change ‘he’ to ‘their’.

Exhibit A – Microenterprise Loan Fund

Ms. Stephenson said that she recently learned that the SBDC has now reopened the class, but indicated that it is now 15 weeks long and is held in Syracuse at the Onondaga Community College. Therefore, staff is making a recommendation to refer businesses to the SBDC rather than make it a requirement.

- Loan Fund Requirements – Indicate that start-up and existing businesses may be referred to the NYS Small Business Development Center for free assistance with business planning and financial projections.
- Application Deadline: Changed to ‘Must be submitted 30 days prior to the Loan Review Committee meeting, which is held the fourth Wednesday of the month’.

Exhibit A – Revolving Loan Fund

- Funding Uses: Add ‘real property’.
- Application Deadline: Changed to ‘Must be submitted 30 days prior to the Loan Review Committee meeting, which is held the fourth Wednesday of the month’.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
May 29, 2024**

Exhibit A – Watertown Economic Growth Fund

- Application Deadline: Changed to 'Must be submitted 30 days prior to the Loan Review Committee meeting, which is held the fourth Wednesday of the month'.

Ms. Powers asked if life insurance (if applicable) should be added to the list of Reports to be Kept. Committee members agreed to add it to the list.

Mr. Aliasso asked if staff should ask for ownership structure annually. Ms. Powers didn't think that was necessary. Mr. Eaton said that the question could be added to the annual employment questionnaire.

Ms. Powers mentioned the Appraisals section. She suggested adding language indicating that the appraisal will be provided by the lender and/or the project applicant. Committee members agreed.

A motion was made by Mr. Condino to send the proposed policy to the full board for consideration, seconded by Mr. Aliasso.

- IV. Adjournment:** With no further business before the committee, Ms. Powers made a motion to adjourn the meeting, seconded by Mr. Condino. The meeting was adjourned at 8:36 a.m.

Respectfully submitted,

Peggy Sampson

**JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
LENDING/COLLECTION POLICY AND PROCEDURES**

Amended: June 3, 2010,
September 6, 2012
Amended 11/6/14
Amended 3/5/15
Amended 12/3/15
Reviewed 10/1/20
Amended 12/1/22
Amended 11/2/23
Proposed

1. GENERAL STATEMENT

The Jefferson County Industrial Development Agency (JCIDA) functions, among other activities, as a lending institution, making loans for economic development purposes to qualified applicants. Loan procedures will be reviewed periodically to insure that all rules and regulations are being complied with.

The JCIDA will review applications for need of JCIDA funds, appropriateness of project and ability to attain the stated goals.

The Board of Directors (BOD) has the ability to approve exceptions to the lending policy in order to enhance the agency's ability to stimulate economic development and help spur job creation/retention.

2. LENDING AREA

The loans will be made to businesses and industries situated in or having a significant positive economic impact in Jefferson County.

3. TYPES OF LOANS

The JCIDA may lend funds to businesses and/or non profit entities for the following purposes:

Business/real estate acquisition
Working Capital
Fixed assets
Inventory

There must be a positive economic benefit to Jefferson County as defined by:

- a. job creation
- b. job retention
- c. community redevelopment
- d. community enhancement
- e. generate positive net cash flow as defined – businesses that generate a substantial portion of their revenue from sales outside the County

4. DESCRIPTION OF LOAN PROGRAMS

Currently, the JCIDA oversees three loan programs. These programs are defined in Exhibit A.

5. EQUITY CONTRIBUTION OF BORROWER

A minimum equity contribution of 10% of the total eligible project costs is required of the Borrower. The equity contribution required for a start-up business may be greater, depending upon the circumstances. The equity contribution can be in the form of cash or substantial equity in collateral being offered.

6. INTEREST RATES AND REPAYMENT TERMS

Interest rates on the JCIDA loans will be determined by the Board of Directors. The interest rates will generally range from prime minus 3 to prime plus 2 and will generally be on fixed rate basis adjusted every 5 years, when applicable. Recommendations will be made to the Loan Review Committee for applicable loans. Repayment terms for real estate loans will generally range from 10 to 20 years; repayment terms for machinery and equipment purchases will generally range from seven to 10 years. Each RLF and Microenterprise loan may include a balloon payment at the end of a five (5) year period or ten (10) year period equal to the remaining principal and interest charges.

7. CLOSING FEES

The Borrower shall pay all costs connected with the issuance of the loan.

Specific fees are outlined in Exhibit A for each loan program.

8. DOCUMENTS

The JCIDA will require the completed written business plan and application to include three years of personal financial statements, three years of tax returns and/or business financials. Closing documents necessary to perfect its security interest are required by its commitment letter to fully comply with all Federal regulations and will include personal guarantees.

9. RESPONSIBILITY OF LOAN REVIEW COMMITTEE

The Chairman will appoint up to three representatives of the Board to serve on this Committee for the purpose of initially determining the eligibility of a prospective loan and analysis of the application for presentation to the Board. Upon completion of this analysis the committee will provide a recommendation to the Board at the next scheduled meeting.

10. RESPONSIBILITY OF BOARD OF DIRECTORS

The Board will maintain an active Loan Review Committee. The Board will act on the recommendations of the Committee at their regular scheduled meetings. The Chief Executive Officer will prepare a letter advising the Borrower of the Board's decision. If approved, the letter, among other things, will set forth the general and specific terms and conditions under which the JCIDA is willing to grant the loan; such as the interest rate, repayment period, expected collateral, etc. The letter will also advise the proposed Borrower that ~~he~~they will be obligated to pay all costs incurred by the JCIDA in connection with ~~his~~their application, even if

the loan does not close as expected. The letter must include an acceptance of the letter within two weeks. The offer shall expire in 120 days from the date of the letter allowing a reasonable time for the proposed Borrower to meet the terms and conditions of the loan. An extension of the letter must be approved by the Board of Directors. For JCIDA loans for projects which will have construction financing, the commitment shall be for the anticipated construction period plus two months, and the construction must start within 180 days. An extension of the commitment must be approved by the Board of Directors. The Chief Executive Officer will present to the Board a written report of all delinquent accounts for the Board's review.

11. COLLECTION PROCEDURE

The following collection policy will be administered by the JCIDA:

A. 15 days delinquent

When a loan is 15 days delinquent, a late payment notice is sent by the staff to the Borrower requesting the loan be brought current or may otherwise be placed in default.

B. 30 days delinquent

When a loan is 30 days delinquent, a telephone call is made to the Borrower from the JCIDA staff in order to define the reason for the delinquency. The regular monthly billing is sent to the Borrower, which will include two months payment due plus a late fee, as stated in the Note. A second delinquent letter will be sent requesting the loan be brought current as is subject to be placed in default. **The JCIDA Staff reserves the right to submit any delinquency to a nationally accredited Credit Reporting Agency if a delinquency has not been cured within 30 days following transmittal of the default letter.**

C. 60 days delinquent

A third delinquent letter will be sent demanding the loan be brought current immediately; otherwise, the loan is subject to being placed in default and will be turned over to JCIDA attorney within a certain period of time. At this time, the staff will determine the best collection course to pursue.

12. REPORTS TO BE KEPT

The original loan documents should be kept in the Office of the JCIDA. In addition to these, the following reports are to be kept and updated as needed:

1. current financial reports – updated annually
2. evidence of insurance (includes hazard insurance and flood insurance, if required by the loan documents) – updated annually
3. Life insurance (if applicable)
- ~~3-4~~ UCC-1 Financing Statements – updated every five years
- ~~4-5~~ Annual Employment Report
- ~~5-6~~ Periodic site visits
- ~~6-7~~ Annual financial statements and/or personal financial statements and tax returns

It is the responsibility of the JCIDA staff to attempt to receive and update the above documents.

13. ENVIRONMENTAL RISK CONSIDERATION

To reduce the JCIDA's potential liability the JCIDA will require Environmental Site Assessments which satisfy the standards set forth by the United States Environmental Protection Agency's "All Appropriate Inquiry" Final Rule, 40 C.F.R. Part 312.

14. APPRAISALS

The loan amount cannot exceed the appraisal of real estate or equipment unless approved by the Board. All real estate loan requests will require an acceptable appraisal report provided by the Lender and/or project applicant. The loan review committee will determine if the report is acceptable.

15. RESERVE FOR BAD DEBT

Customer account balances are considered on a case-by-case basis. Management individually reviews all accounts receivable balances and based on an assessment of current creditworthiness, estimates the accounts, if any, that will not be collected, and uses this amount to establish the annual reserve.

EXHIBIT A

JCIDA Loan Programs

**Jefferson County Industrial Development Agency (JCIDA)
Microenterprise Loan Fund**

Purpose: The loan fund targets small businesses to create and retain job opportunities, for low to moderate-income residents, in all sectors of the local economy. The program provides equal access to public loan funds and stimulates small business development activity, through start-up and expansion projects.

Area of Availability: Businesses in Jefferson County.

Eligible Activities: Business owners must be income eligible or plan to create jobs that will be held by income eligible individuals.

Employment Eligibility: Businesses having five (5) or less employees including the owner(s).

Funding Uses: Acquisition of machinery and equipment, working capital, furniture, fixtures, and real property.

Funding Limitations: Loans can be up to \$40,000 (including any amounts provided for technical assistance), and will not exceed 40% of total project costs, which ever is less. Multiple loans can be made with a maximum aggregate amount not to exceed \$120,000.

Equity Participation: Equity participation of at least ten (10) percent of the total project costs.

Interest Rate: Generally, interest rates range from Prime minus 3% to Prime plus 2%. Rates determined on a project specific basis and reviewed after five years.

Repayment Terms: Amortization of the loan shall not exceed 12 years. The loan will be amortized over a 12 year period and may include a balloon payment at the end of a five (5) year period or ten (10) year period equal to the remaining principal and interest charges.

Applicant agrees to provide timely repayment of any loan associated with this application according to the terms and conditions found in Loan Documents and as agreed to by participating parties. Staff reserves the right to submit any delinquency to a nationally accredited Credit Reporting Agency if a delinquency has not been cured within 30 days following transmittal of a default letter.

Loan Fund Requirements: Start up and existing business owners (20% or more ownership) are ~~may be required referred to the~~ participate in the Entrepreneur Training Course provided by the New York State Small Business Development Center sbdc@sunyjefferson.edu 315-782-9262 within one year of the loan closing and provide the JCIDA with a certificate of completion. ~~If the business owner does not meet the requirement within one year of loan closing, the loan will default to the default interest rate as it states in the Note for free assistance with business planning and financial projections.~~

~~Existing business owners may be required to participate in the Small~~

**Jefferson County Industrial Development Agency (JCIDA)
Microenterprise Loan Fund – Cont.**

Application Deadline: Must be submitted by ~~the fifteenth day of the month and will be reviewed by the board on the first~~ 30 days prior to the Loan Review Committee meeting, which is held on the fourth Thursday-Wednesday of the following month.

Fees: Application fee of \$100.00 is payable to the JCIDA at the time the application is submitted. A loan closing fee of 1.5% is due at the time of closing. A ½% fee is for any loan modification request is due at the time of request.

Point of Contact: Lyle Eaton
800 Starbuck Avenue, Suite 800
Watertown, NY 13601
315-782-5865

Jefferson County Industrial Development Agency (JCIDA) Revolving Loan Fund (RLF)

- Purpose:** The loan fund targets manufacturing and eligible service businesses.
- Area of Availability:** Businesses in Jefferson County.
- Eligible Activities:** Manufacturing businesses either start-up or expanding; however, deviation for service based businesses will be addressed on a case by case basis. Also, entities that will enhance the community and economic development initiatives of the County.
- Employment Eligibility:** None.
- Funding Uses:** Fixed assets, working capital, and inventory, and real property.
- Funding Limitations:** Loans generally range from \$25,000 to \$250,000 or 40% of the total project costs, whichever is less. Multiple loans can be made with a maximum aggregate amount not to exceed \$500,000.
- Equity Participation:** Equity participation of at least ten (10) percent of the total project costs.
- Interest Rate:** Generally, interest rates range from Prime minus 3% to Prime plus 2%. Rates determined on a project specific basis and reviewed after five years.
- Repayment Terms:** Loans shall be amortized as follows: Working capital – up to five (5) years; Equipment 7 to 10 years; and Real Estate 10 to 20 years. The loan may include a balloon payment at the end of a five (5) year period or ten (10) year period equal to the remaining principal and interest charges.
- Applicant agrees to provide timely repayment of any loan associated with this application according to the terms and conditions found in Loan Documents and as agreed to by participating parties. Staff reserves the right to submit any delinquency to a nationally accredited Credit Reporting Agency if a delinquency has not been cured within 30 days following transmittal of a default letter.
- Application Deadline:** Must be submitted ~~by the 15th day of the month~~ 30 days prior to the Loan Review Committee meeting, which is held on the fourth Wednesday of the month.

**Jefferson County Industrial Development Agency (JCIDA)
Revolving Loan Fund (RLF) – Cont.**

Fees: Application fee of \$250.00 is payable to the JCIDA at the time the application is submitted. A loan closing fee of 1.5% is due at the time of closing. A ½% fee is for any modification request is due at the time of request.

Point of Contact: Lyle Eaton
800 Starbuck Avenue, Suite 800
Watertown, NY 13601
315-782-5865

Watertown Economic Growth Fund (WEGF)

Purpose:	The loan fund targets eligible businesses in all sectors.
Area of Availability:	Businesses located within the Watertown City Limits.
Eligible Activities:	All business sectors are eligible to apply.
Employment Eligibility:	None.
Funding Uses:	Fixed assets and working capital.
Funding Limitations:	Limited to a maximum of 40% of the total project costs or \$250,000 whichever is less.
Equity Participation:	Equity participation of at least ten (10) percent of the total project costs.
Interest Rate:	Rates are determined on an individual project basis and reviewed after five years.
Repayment Terms:	<p>Loans shall be amortized as follows: Working capital - up to five (5) years; Equipment 7 to 10 years; and Real Estate 10 to 20 years. The loan may include a balloon payment at the end of a five (5) year period or ten (10) year period equal to the remaining principal and interest charges.</p> <p>Applicant agrees to provide timely repayment of any loan associated with this application according to the terms and conditions found in Loan Documents and as agreed to by participating parties. Staff reserves the right to submit any delinquency to a nationally accredited Credit Reporting Agency if a delinquency has not been cured within 30 days following transmittal of a default letter.</p>
Application Deadline:	Must be submitted by the 15th day of the month <u>30 days prior to the Loan Review Committee meeting, which is held on the fourth Wednesday of the month.</u>
Fees:	Application fee of \$250.00 is payable to the JCIDA at the time the application is submitted. A loan closing fee of 1.5% is due at the time of closing. A ½% fee is for any modification request is due at the time of request.
Point of Contact:	Lyle Eaton 800 Starbuck Avenue, Suite 800 Watertown, NY 13601 315-782-5865



P.O. Box 599, 206 Ambrose St. Sackets Harbor, NY 13685

May 6, 2024
JCIDA
800 Starbuck Ave.
Suite 800
Watertown NY, 13601

MAY - 9 2024

ATTN: Marshall Weir

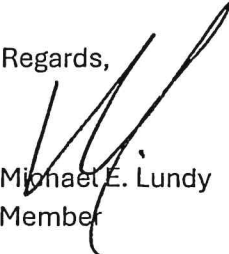
Dear Marshall,

Enclosed, please find an updated set of drawings for the Lawman Headquarters on Lot 10 for JCIDA's review and approval.

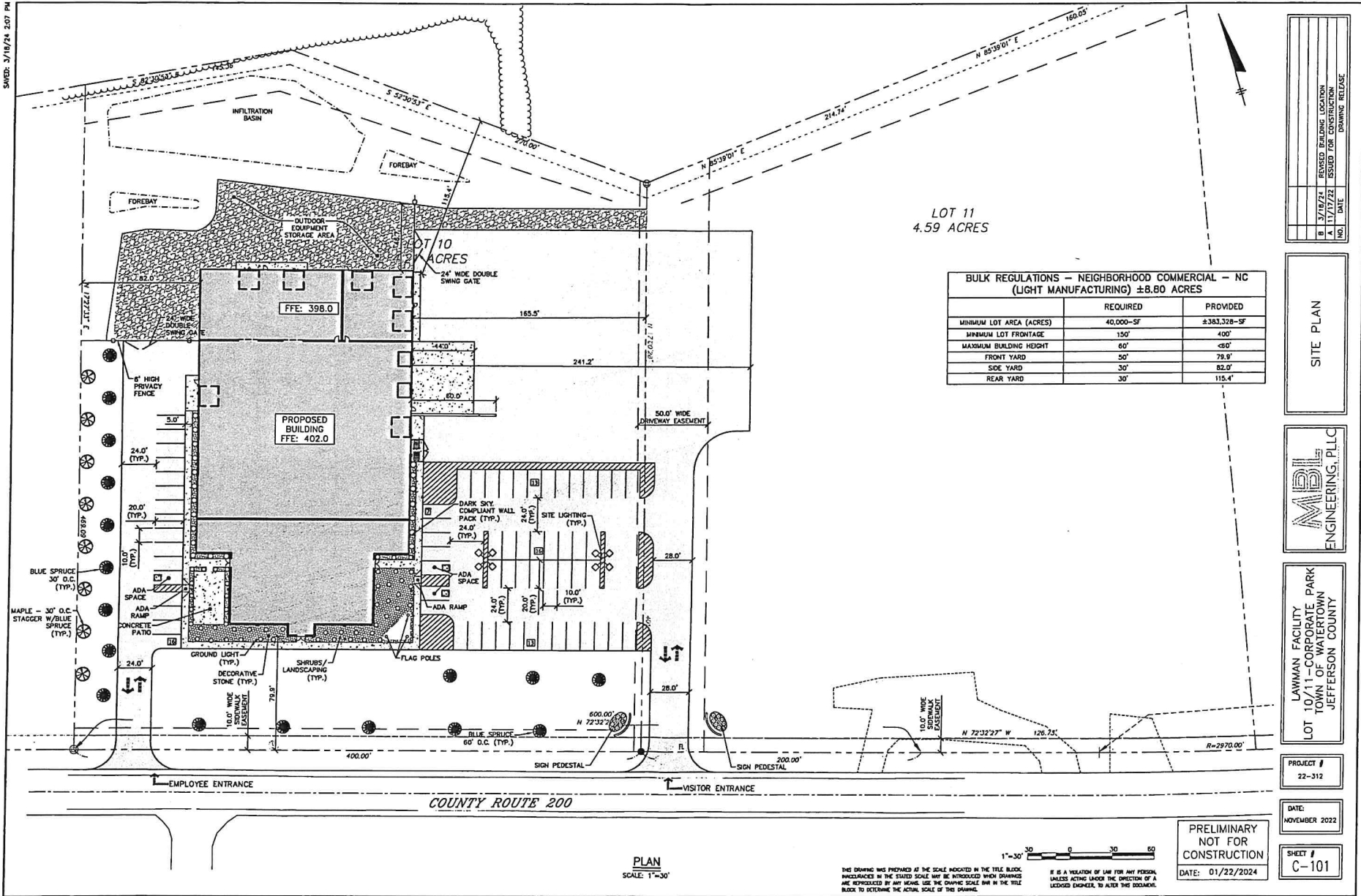
We have made some final changes to the layout and architectural features of the building. We've presented to the Town of Watertown Planning Board and received contingent approval pending JCIDA's blessing on final layout. We will also need JCIDA's approval for the town to issue a zoning permit.

We have begun the sitework and the steel is onsite. We anticipate the foundation to begin as soon as we have received building permits from the County.

Regards,



Michael E. Lundy
Member



LOT 11
4.59 ACRES

**BULK REGULATIONS - NEIGHBORHOOD COMMERCIAL - NC
(LIGHT MANUFACTURING) ±8.80 ACRES**

	REQUIRED	PROVIDED
MINIMUM LOT AREA (ACRES)	40,000-SF	±383,328-SF
MINIMUM LOT FRONTAGE	150'	400'
MAXIMUM BUILDING HEIGHT	60'	<30'
FRONT YARD	50'	79.9'
SIDE YARD	30'	82.0'
REAR YARD	30'	115.4'

NO.	DATE	ISSUED FOR	REVISION
B	3/18/24	REVISED BUILDING LOCATION	
A	11/17/22	ISSUED FOR CONSTRUCTION	

SITE PLAN



LAWMAN FACILITY PARK
TOWN OF WATERTOWN
JEFFERSON COUNTY

PROJECT #
22-312

DATE:
NOVEMBER 2022

SHEET #
C-101

PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 01/22/2024

PLAN
SCALE: 1"=30'

1"=30'
0 30 60
THE DRAWING WAS PREPARED AT THE SCALE INDICATED IN THE TITLE BLOCK.
ENCLOSURES IN THE STATED SCALE MAY BE INTRODUCED WHEN DIMENSIONS
ARE REPRODUCED BY ANY MEANS. USE THE GRAPHIC SCALE BAR IN THE TITLE
BLOCK TO DETERMINE THE ACTUAL SCALE OF THIS DRAWING.
IF IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS ACTING UNDER THE DIRECTION OF A
LICENSED ENGINEER, TO ALTER THIS DOCUMENT.



DESIGN BUILD
INNOVATIONS

PLAN VIEW

DATE	BY	REVISION

NO.	REVISIONS	DATE
1	ISSUED FOR PERMITS	05-23-2008
2	ISSUED FOR PERMITS	05-23-2008
3	ISSUED FOR PERMITS	05-23-2008
4	ISSUED FOR PERMITS	05-23-2008
5	ISSUED FOR PERMITS	05-23-2008
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98	ISSUED FOR PERMITS	05-23-2008
99	ISSUED FOR PERMITS	05-23-2008
100	ISSUED FOR PERMITS	05-23-2008

PROPOSED LAWMAN HEADQUARTERS
TOWN OF WATERTOWN - JEFFERSON COUNTY - STATE OF NEW YORK

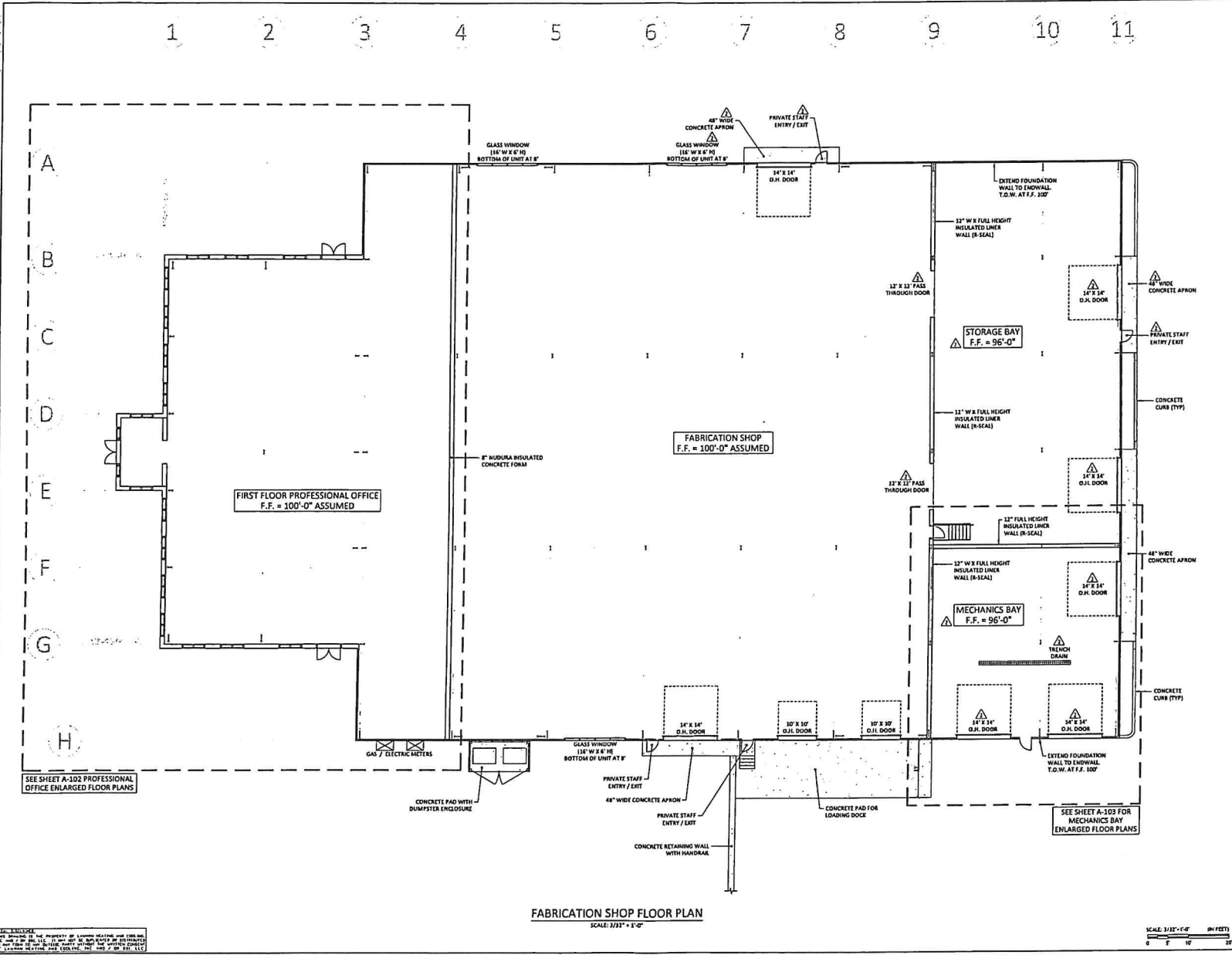
SHEET TITLE: FABRICATION SHOP AND OFFICE FLOOR PLAN

ADDRESS: LOT #10 CORPORATE PARK

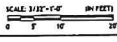
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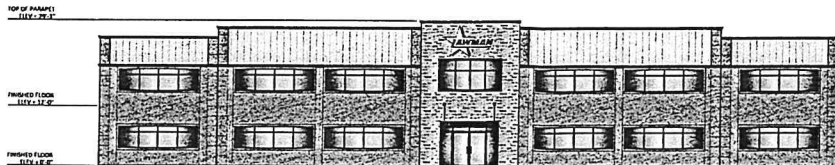
JOB NO:	055-23-008
ISSUE DATE:	
DRAWN BY:	J. DICKINSON
CHECKED BY:	M. LUNDY
APPROVED BY:	
SCALE:	3/32" = 1'-0"
DRAWING NO:	A-101



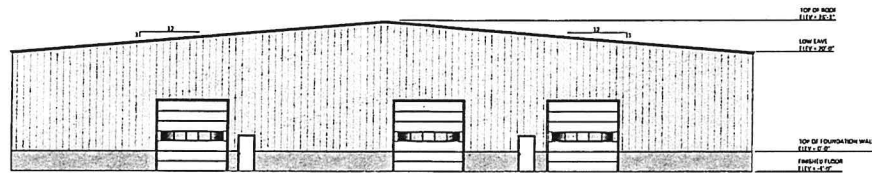
FABRICATION SHOP FLOOR PLAN
SCALE: 3/32" = 1'-0"



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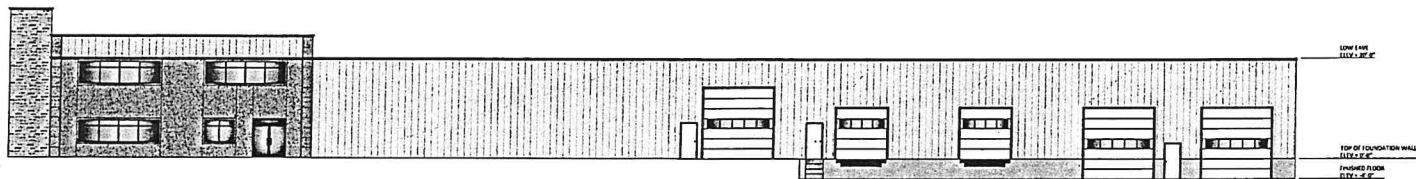
SOUTH EXTERIOR ELEVATION VIEW
SCALE: 3/32" = 1'-0"



NORTH EXTERIOR ELEVATION VIEW
SCALE: 3/32" = 1'-0"



WEST EXTERIOR ELEVATION VIEW
SCALE: 3/32" = 1'-0"



EAST EXTERIOR ELEVATION VIEW
SCALE: 3/32" = 1'-0"

SCALE: 3/32" = 1'-0" (IN FEET)
0 5 10 20



DESIGN BUILD INNOVATIONS

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DATE	
NOTES	
REVISIONS	
NO.	

PROPOSED LAWMAN HEADQUARTERS
TOWN OF WATERTOWN - JEFFERSON COUNTY - STATE OF NEW YORK

SHEET TITLE: EXTERIOR ELEVATION VIEWS

ADDRESS: LOT #10 CORPORATE PARK

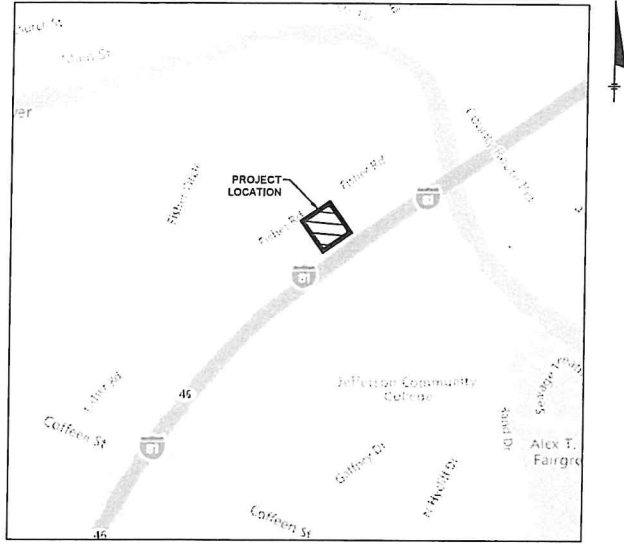
PRELIMINARY NOT FOR CONSTRUCTION

STAMP:

JOB NO:	05-21-008
ISSUE DATE:	05-06-2024
DRAWN BY:	J. DICKINSON
CHECKED BY:	M. LINDY
APPROVED BY:	
SCALE:	AS NOTED
DRAWING NO:	EV-1

SAVED: 4/29/24 1:38 PM

CONTRACT DRAWINGS



LOCATION PLAN
NOT TO SCALE

INDEX TO DRAWINGS

- COVER SHEET
- C-101 SITE PLAN
- C-102 SITE GRADING & ESC PLAN
- C-501 MISCELLANEOUS DETAILS

METALCRAFT BUILDING EXPANSION

22620 COUNTY ROUTE 196
TOWN OF WATERTOWN
JEFFERSON COUNTY

APRIL 2024

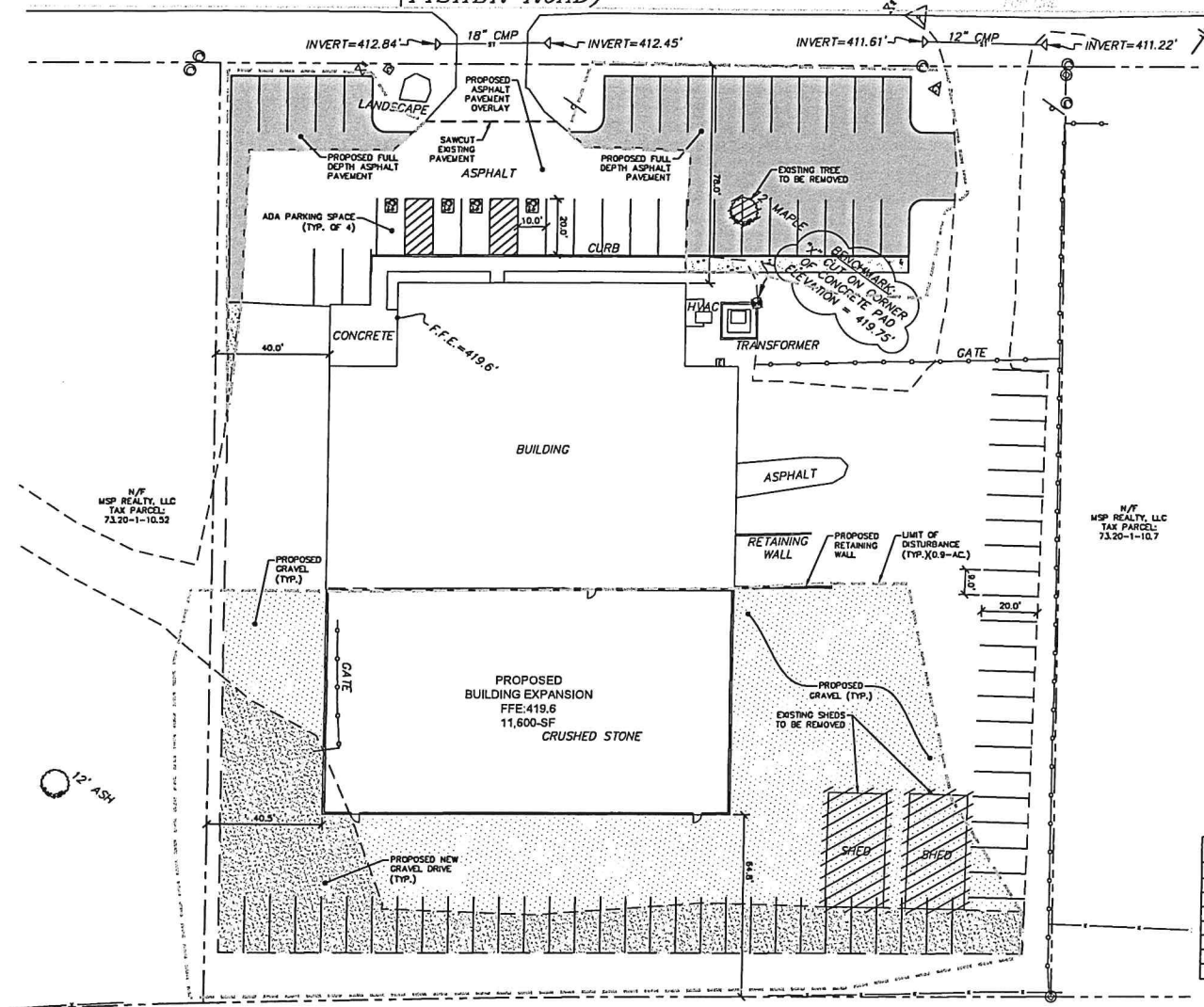
MBL
ENGINEERING, PLLC

MBL ENGINEERING, PLLC
16510 BALCH PLACE
MANNSVILLE, NY 13661

SAVED: 4/29/24 8:39 AM

N/F
CAR-FRESHENER CORPORATION
TAX PARCEL: 73.20-1-11.1

COUNTY ROUTE 96
(FISHER ROAD) CENTERLINE OF ASPHALT



BULK REGULATIONS - NC - 2.31 ACRES

	REQUIRED	PROVIDED
LOT SIZE	40,000-SF	±100,750-SF
LOT FRONTAGE	200'	301.4'
FRONT YARD	50'	78.0'
REAR YARD	30'	64.8'
SIDE YARD	30'	40.0'
BUILDING HEIGHT	60'	26'-4"
PARKING	1/300-SF = 87	87

PLAN
SCALE: 1"=20'



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PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 04/29/2024

NO.	DATE	ISSUED FOR
1	4/29/24	ISSUED FOR SITE PLAN APPROVAL
2		
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SITE
PLAN

MBL
ENGINEERING, PLLC

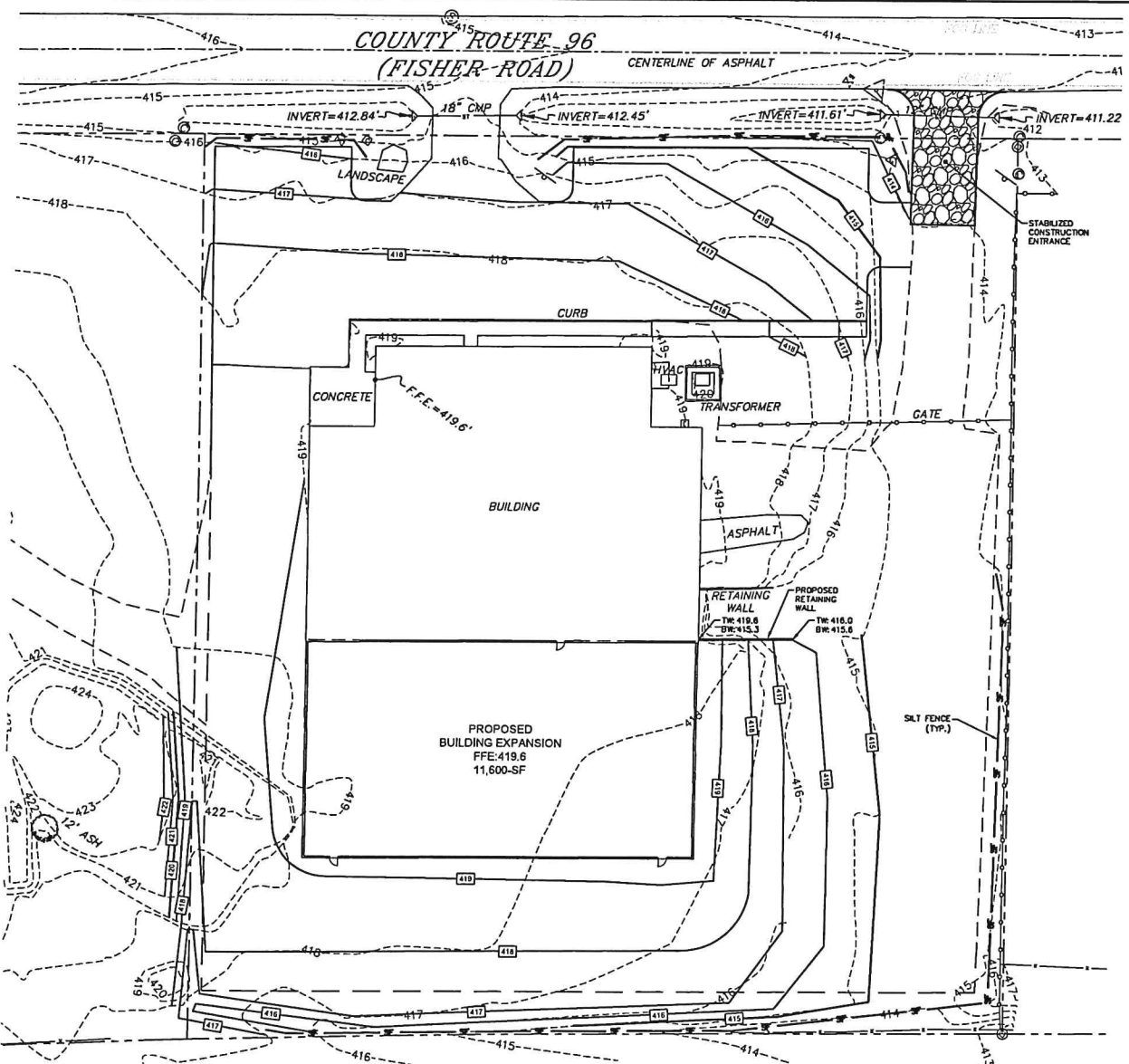
METALCRAFT MARINE US INC.
22620 COUNTY ROUTE 196
TOWN OF WATERTOWN
JEFFERSON COUNTY

PROJECT #
19-306

DATE:
APRIL 2024

SHEET #
C-101

S:\03D-1/23/24 2:37 PM



PLAN
SCALE: 1"=20'



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IF IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER THIS DOCUMENT.

**PRELIMINARY
NOT FOR
CONSTRUCTION**
DATE: 04/29/2024

ISSUED FOR SITE PLAN APPROVAL	
A. 1/29/24	DATE
NO.	NO.

**SITE GRADING
& ESC PLAN**

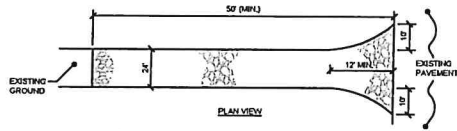


METALCRAFT MARINE US INC.
22620 COUNTY ROUTE 196
TOWN OF WATERTOWN
JEFFERSON COUNTY

PROJECT #
19-306

DATE:
APRIL 2024

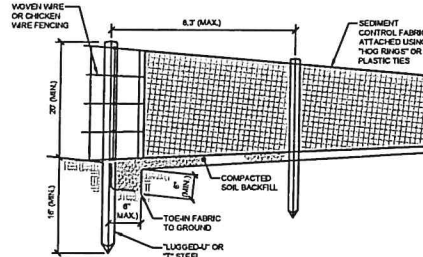
SHEET #
C-102



NOTES

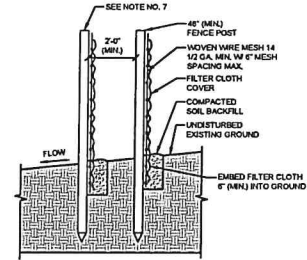
1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET
3. THICKNESS - NOT LESS THAN 6".
4. WIDTH 2' MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE EGRESS OCCURS.
5. FILTER FABRIC (MIRAFI 140N OR EQUAL) - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER FLOWING OR DIVERTED TOWARDS CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS NOT POSSIBLE, A MOUNTABLE BERM 2' WIDE (MIN) WITH 5:1 SLOPES WILL BE PROVIDED.
7. MAINTENANCE - THE ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC OR DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO ADJACENT SEDIMENT BASINS.
9. PERIODIC INSPECTION AND MAINTENANCE SHALL BE PROVIDED IN ACCORDANCE WITH THE PROJECT STORM WATER POLLUTION PREVENTION PLAN.
10. CONTRACTOR SHALL FIELD LOCATE AS REQUIRED WITH APPROVAL BY THE OWNER'S REPRESENTATIVE.

A STABILIZED CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



NOTES

1. SILT FENCE SHALL BE PLACED AS INDICATED ON THE EROSION CONTROL PLANS.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 2' AT TOP AND MID SECTION.
4. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
6. FENCE TO BE ALIGNED ALONG CONTOUR AS CLOSELY AS POSSIBLE.
7. FENCE SHALL BE DOUBLED AT THE TOE OF ALL SLOPES GREATER THAN 15 PERCENT, AND ADJACENT TO WATER BODIES, WETLANDS AND ALL ENVIRONMENTAL SENSITIVE AREAS.



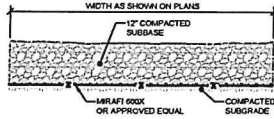
SECTION DETAIL

- POSTS: STEEL EITHER T OR U TYPE OR 2\"/>

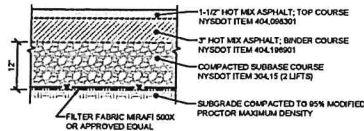
FENCE: WOVEN WIRE 14.5 GAUGE 6\"/>

PREFABRICATED UNIT: MIRAFI 6 HYPOFENCE, OR APPROVED EQUAL.

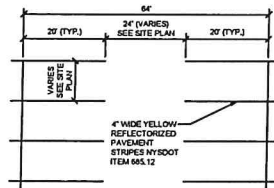
B SILT FENCE DETAIL
NOT TO SCALE



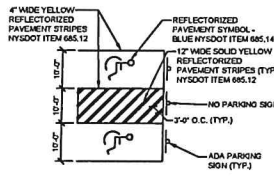
C GRAVEL DRIVE DETAIL
NOT TO SCALE



D NORMAL DUTY ASPHALT CONCRETE PAVEMENT
NOT TO SCALE



TYPICAL PARKING SPACE STRIPING

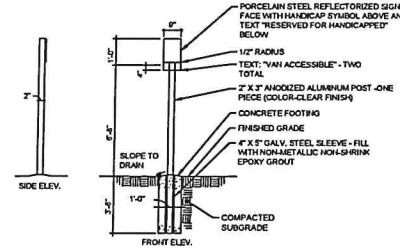


HANDICAP PARKING SPACE STRIPING

NOTE:

1. PAVEMENT MARKINGS SHALL BE EPOXY REFLECTORIZED AS SPECIFIED IN THE NYSDOT STANDARD SPECIFICATIONS SECTION 604, AND IN CONFORMANCE WITH THE MUTCD.

E STRIPING DETAILS
NOT TO SCALE



NOTES:

1. SUBMIT SHOP DRAWINGS FOR APPROVAL.
2. SIGN SHALL CONFORM TO THE LATEST ADA REQUIREMENTS.

F ADA PARKING SIGN
NOT TO SCALE

NO.	DATE	ISSUED FOR
1.	4/29/24	SITE PLAN APPROVAL
2.		DRAWING RELEASE

MISCELLANEOUS
DETAILS

MBL
ENGINEERING, PLLC

METALCRAFT MARINE US INC.
22620 COUNTY ROUTE 196
TOWN OF WATERTOWN
JEFFERSON COUNTY

PROJECT #
19-306

DATE:
APRIL 2024

SHEET #
C-501

PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 04/29/2024

**JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Resolution Number 06.06.2024.01**

**to update the Authorizing Official for the
Northern Border Regional Commission
Economic & Infrastructure Development Investment Program**

WHEREAS, the Jefferson County Industrial Development Agency has been awarded Northern Border Regional Commission (NBRC) funding in the amount of \$500,000 under grant contract #NBRC17GNY04 to develop the infrastructure at the Business Complex at Watertown International Airport as a shovel-ready site, and

NOW THEREFORE, F. Marshall Weir, Chief Executive Officer, is hereby authorized, on behalf of the Jefferson County Industrial Development Agency to apply for, accept, and expend grant funds from the Northern Borders Regional Commission. The named authorized official has permission to sign all NBRC investment documents that bind the applicant.

Passed and approved this ____ day of _____, 2024.

W. Edward Walldroff, Secretary

**PERMANENT
PUBLIC SEWER EASEMENT
Town of Hounsfield**

THIS INDENTURE, made the ____ day of____, in the year 2024, between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, 800 Starbuck Avenue, Watertown, NY 13601, party of the first part, hereinafter designated as the Grantor, and the **TOWN OF HOUNSFIELD**, a municipal corporation of the State of New York, having an address of 18774 County Route 66, Watertown, New York 13601, on behalf of Town of Hounsfield Sewer District No. 1, collectively, party of the second part, and hereinafter designated the Grantee:

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, its successors, and assigns, forever, a Permanent and Perpetual Easement to be exercised in, on, over, under, though, and across the hereinafter described property for the purpose of constructing, laying, installing, replacing, relocating, operating, maintaining, cleaning, repairing, and removing sanitary sewer lines, and appurtenances of whatever type of material, so as to enable the transmission of sanitary waste through any line now on, under, or through said property or any line or lines to be hereafter placed upon, under, or through said property, as the Grantee may now or shall from time to time hereafter deem necessary for the transmission of sanitary waste (herein, the "Permanent Easement"), which said property is described as follows:

ALL that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, and State of New York being a strip of land twenty feet (20') in width, the center line of which being the approximate center line of the certain sewer pipeline(s) or appurtenances within tax parcel number(s) 82.00-3-2.3 as conveyed by Robert Van Epps Jr. and Inday Marie Van Epps to the Grantor by deed recorded in the Jefferson County Clerk's Office at File No. 2014-00016823 on November 26, 2014, as shown on the attached map.

During and for the purpose of the construction of the sanitary sewer pipeline or pipelines, or appurtenances, the Grantee shall have the right to clear and use additional lands of Grantor (herein, the "Temporary Easement", and collectively herein with the Permanent Easement, the "Easements"), said Temporary Easements shall be a maximum of 10 feet in width on each side of the Permanent Easement.

The Grantee or its duly authorized representative or representatives shall also have the right at any time to extend lateral pipelines and appurtenances to all buildings now or hereafter constructed upon lots abutting said Permanent Easement, subject to the permissions granted by applicable fee owners.

The Grantee or its duly authorized representative or representatives shall have the right at any time to cut roots or remove trees and vegetation or other obstructions on or within said Permanent Easement which in the opinion of the Grantee may be likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and the rights

hereinabove described.

The Grantee shall, after the completion of initial construction or any other work required to be done in connection with the granting of the within Easements, restore the surface of, the surrounding ground to substantially its former condition (including grading and seeding as necessary) except for such trees or shrubs as have to be cut or removed in connection with the work of Installing the sewer pipelines, and appurtenances.

Reserving, however, to the Grantor of the above-described property and its successors in interest, the right and privilege of using such property, except for the erection of buildings or other structures over said line Permanent Easement, provided the exercise of such right and privilege does not interfere or is not likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and rights hereinabove described.

The Grantee or its duly authorized representative or representatives shall have the right at any time of ingress or egress, and regress, over and upon the Easements herein described for the purposes hereinbefore or hereinafter set forth with vehicles or machinery of any kind or on foot without Grantee becoming or being liable for trespass but required to undertake any and all restoration of damaged surface areas, improvements, personal property (including fences) and/or vegetation impacted by the exercise of said rights.

The Grantee hereby releases the Grantor from, agrees that the Grantor shall not be liable for, and agrees to indemnify, defend and hold the Grantor and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Grantee's exercise of rights pursuant to this Easement or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Easements and/or Grantor's property, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Grantor, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

At all times, including without limitation during any period of construction, maintenance, operation and/or replacement of the improvements permitted under this Easement, Grantee (along with its successors, assigns, and any agents, contractors or invitees accessing the Easements, and hereinafter, Permitted Invitees) shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to: (a) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Grantee and/or Permitted Invitee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Grantee and/or Permitted Invitee who access the Easements, (b) insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Grantee hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or

occurrence on account of damage to the property of others, excluding liability imposed upon the Grantee and/or any Permitted Invitee by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Grantee and/or any Permitted Invitee against any loss or liability or damage for personal injury or property damage. All insurance required by Section (b) above shall name the Grantor as an additional insured and certificate holder, with proof of insurance provided to Grantor at least five (5) days prior to accessing the Easements.

TO HAVE AND TO HOLD the rights hereby granted unto the Grantee, its successors, and assigns forever, and the said Grantor hereby covenant as follows:

FIRST: That the Grantee shall quietly enjoy the rights hereby granted.

SECOND: That the Grantor warrants that it is the current fee owner of the real estate encumbered by this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto caused these premises to be signed by its duly authorized representatives the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: F. Marshall Weir
Title: Chief Executive Officer

STATE OF NEW YORK)
 :SS
COUNTY OF JEFFERSON)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared F. Marshall Weir, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he executed the same In his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Public

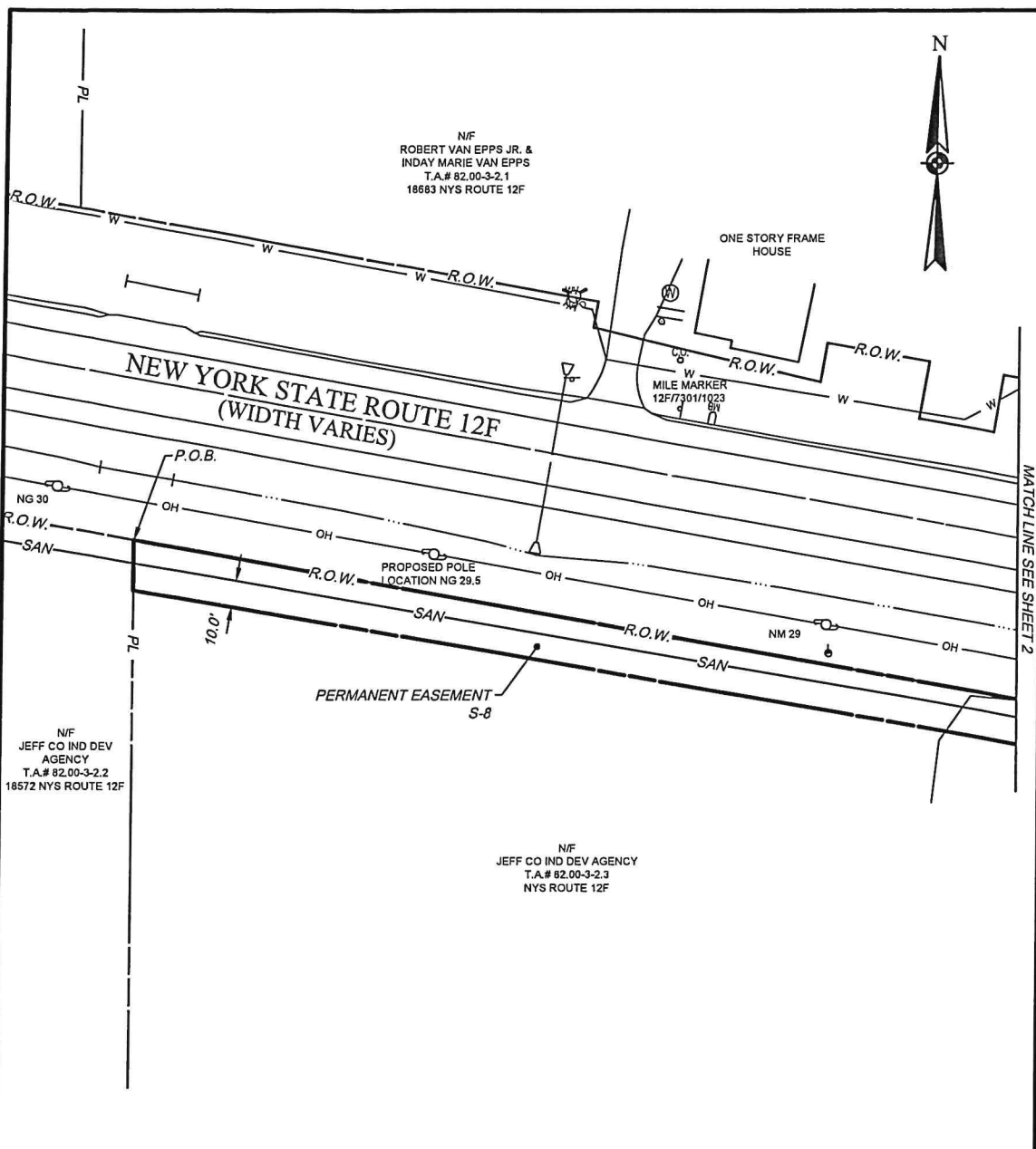
**HOUNSFIELD SEWER DISTRICT NO. 1
PROPOSED PERMANENT EASEMENT NO. S-8**

All that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, State of New York, and being more particularly bounded and described as follows:

Beginning at the southerly bounds of New York State Route 12F (Width Varies), said point being along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the east; thence

1. Easterly along said southerly bounds of New York State Route 12F to a point along the common line between lands now or formerly owned by Roscoe A. Eisenhauer (T.A. #82.00-3-6.21) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the west; thence
2. Southerly along the common line between lands now or formerly owned by Roscoe A. Eisenhauer (T.A. #82.00-3-6.21) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the west, to a point 10 feet southerly of a proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main; thence
3. Westerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) along a line 10 feet southerly of said proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main, to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the east; thence
4. Northerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the east, to the point and place of beginning.

Intending to provide for the construction and maintenance of proposed Hounsfield Sewer District No. 1 facilities as shown in their approximate locations on the attached map "Hounsfield Water District No. 1, Permanent Easement No. S-8" prepared by Costich Engineering, dated February 2024, having Drawing No. 6659 S-8.



- PROPOSED SANITARY SEWER EASEMENT
- ASSUMED RIGHT-OF-WAY LINE
- ASSUMED PROPERTY LINE
- POINT OF BEGINNING
- PROPOSED SEWER MAIN

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"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2, of the New York State Education Law."

"Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be a valid true copy."

SURVEY NOTE

1. ROAD RIGHT-OF-WAYS AND PARCEL LINES AS SHOWN ARE APPROXIMATE AND PER ANALYSIS OF THE TOWN OF HOUNSFIELD TAX MAPS. BOUNDARY SURVEY NOT PERFORMED.
2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

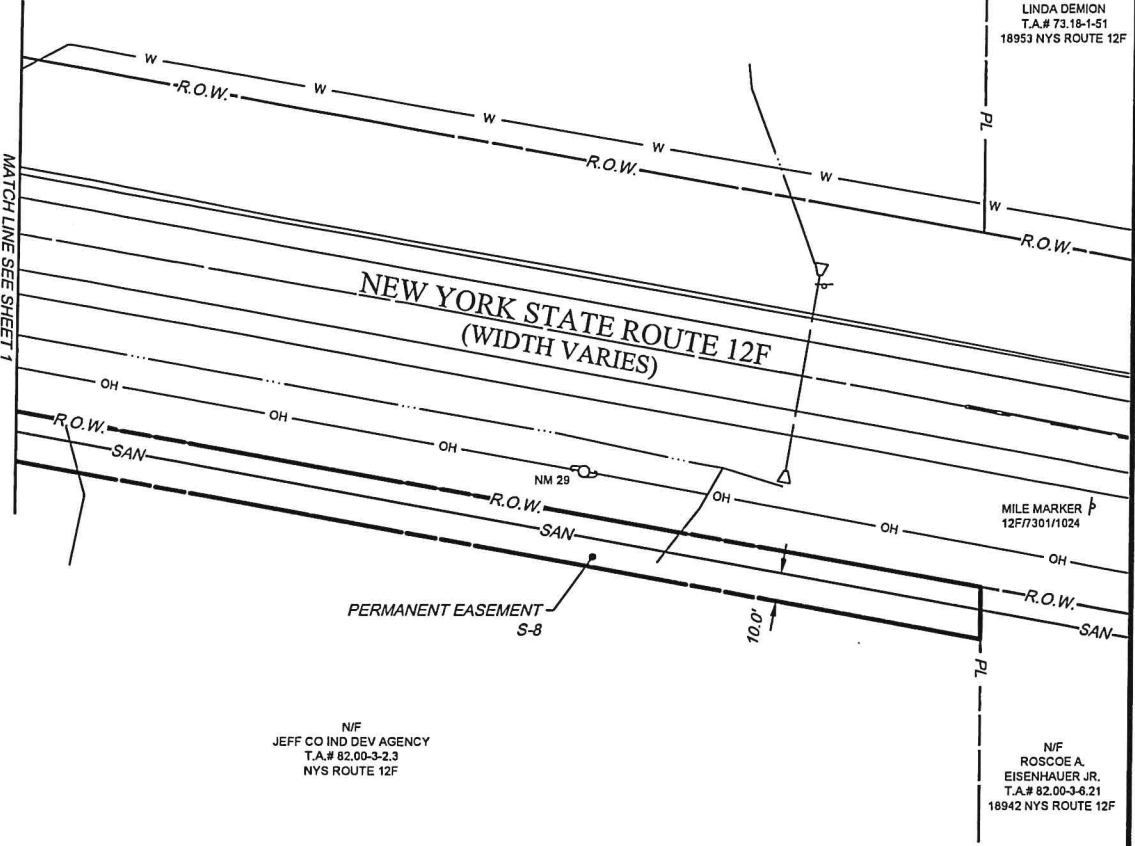
**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-8**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -40- FEBRUARY 2024	DWG. NUMBER 6659 S-8
		SHEET 1 OF 2

N/F
 ROBERT VAN EPPS JR. &
 INDAY MARIE VAN EPPS
 T.A.# 82.00-3-2.1
 16683 NYS ROUTE 12F

N
 N/F
 RUSSELL
 MCCULLOUGH &
 LINDA DEMION
 T.A.# 73.18-1-51
 18953 NYS ROUTE 12F

MATCH LINE SEE SHEET 1



N/F
 JEFF CO IND DEV AGENCY
 T.A.# 82.00-3-2.3
 NYS ROUTE 12F

N/F
 ROSCOE A.
 EISENHAEUER JR.
 T.A.# 82.00-3-6.21
 18942 NYS ROUTE 12F

- PROPOSED SANITARY SEWER EASEMENT
- ASSUMED RIGHT-OF-WAY LINE
- ASSUMED PROPERTY LINE
- POINT OF BEGINNING
- PROPOSED SEWER MAIN

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SURVEY NOTE

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2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



**HOUNSFIELD SEWER DISTRICT NO. 1
 PERMANENT EASEMENT NO. S-8**



- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

COSTICH ENGINEERING

217 LAKE AVENUE
 ROCHESTER, NY 14608
 (585) 458-3020

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -41 - FEBRUARY 2024	DWG. NUMBER 6659 S-8
		SHEET 2 OF 2

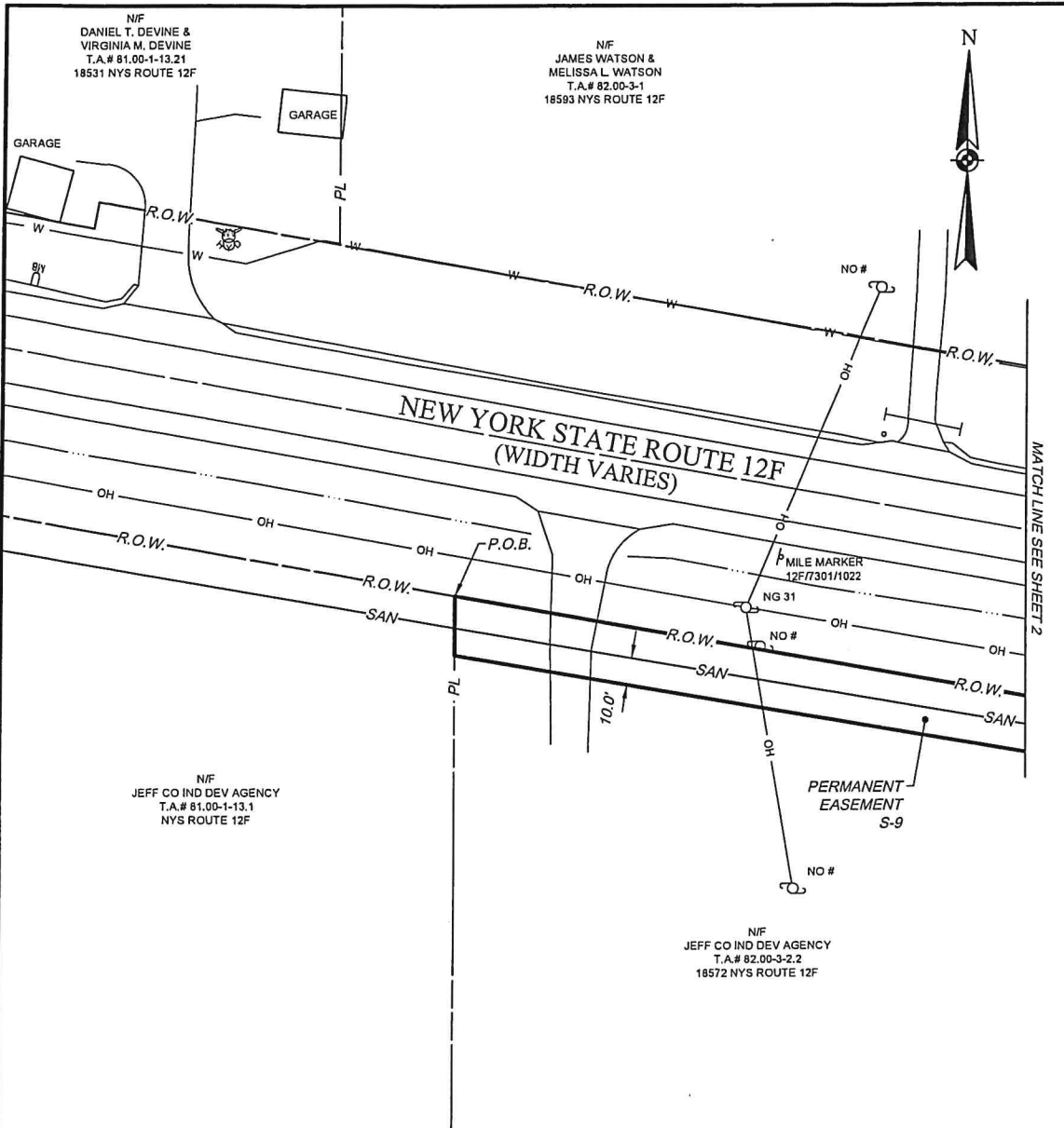
**HOUNSFIELD SEWER DISTRICT NO. 1
PROPOSED PERMANENT EASEMENT NO. S-9**

All that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, State of New York, and being more particularly bounded and described as follows:

Beginning at the southerly bounds of New York State Route 12F (Width Varies), said point being along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the west; thence

1. Easterly along said southerly bounds of New York State Route 12F to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the east; thence
2. Southerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.3) to the east, to a point 10 feet southerly of a proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main; thence
3. Westerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) along a line 10 feet southerly of said proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main, to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the west; thence
4. Northerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the west, to the point and place of beginning.

Intending to provide for the construction and maintenance of proposed Hounsfield Sewer District No. 1 facilities as shown in their approximate locations on the attached map "Hounsfield Water District No. 1, Permanent Easement No. S-9" prepared by Costich Engineering, dated February 2024, having Drawing No. 6659 S-9.



- PROPOSED SANITARY SEWER EASEMENT
- ASSUMED RIGHT-OF-WAY LINE
- ASSUMED PROPERTY LINE
- POINT OF BEGINNING
- PROPOSED SEWER MAIN

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SURVEY NOTE

1. ROAD RIGHT-OF-WAYS AND PARCEL LINES AS SHOWN ARE APPROXIMATE AND PER ANALYSIS OF THE TOWN OF HOUNSFIELD TAX MAPS. BOUNDARY SURVEY NOT PERFORMED.
2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.

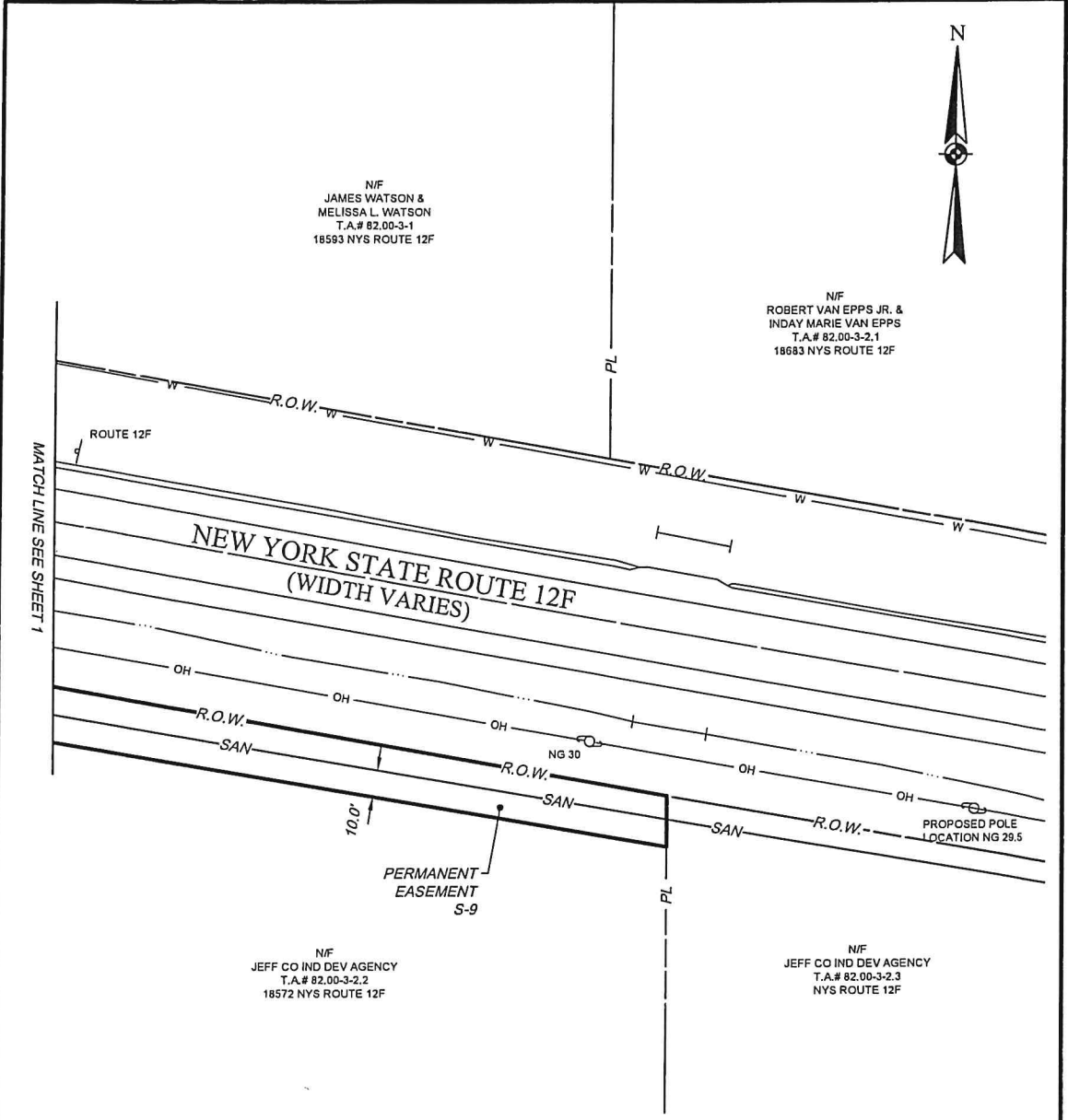


• CIVIL ENGINEERING
• LAND SURVEYING
• LANDSCAPE ARCHITECTURE

COSTICH ENGINEERING
217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 459-3020

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-9**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -43-EBRUARY 2024	DWG. NUMBER 6659 S-9 SHEET 1 OF 2



- PROPOSED SANITARY SEWER EASEMENT
- ASSUMED RIGHT-OF-WAY LINE
- ASSUMED PROPERTY LINE
- POINT OF BEGINNING
- PROPOSED SEWER MAIN

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SURVEY NOTE

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2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-9**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -44- FEBRUARY 2024	
		DWG. NUMBER 6659 S-9 SHEET 2 OF 2

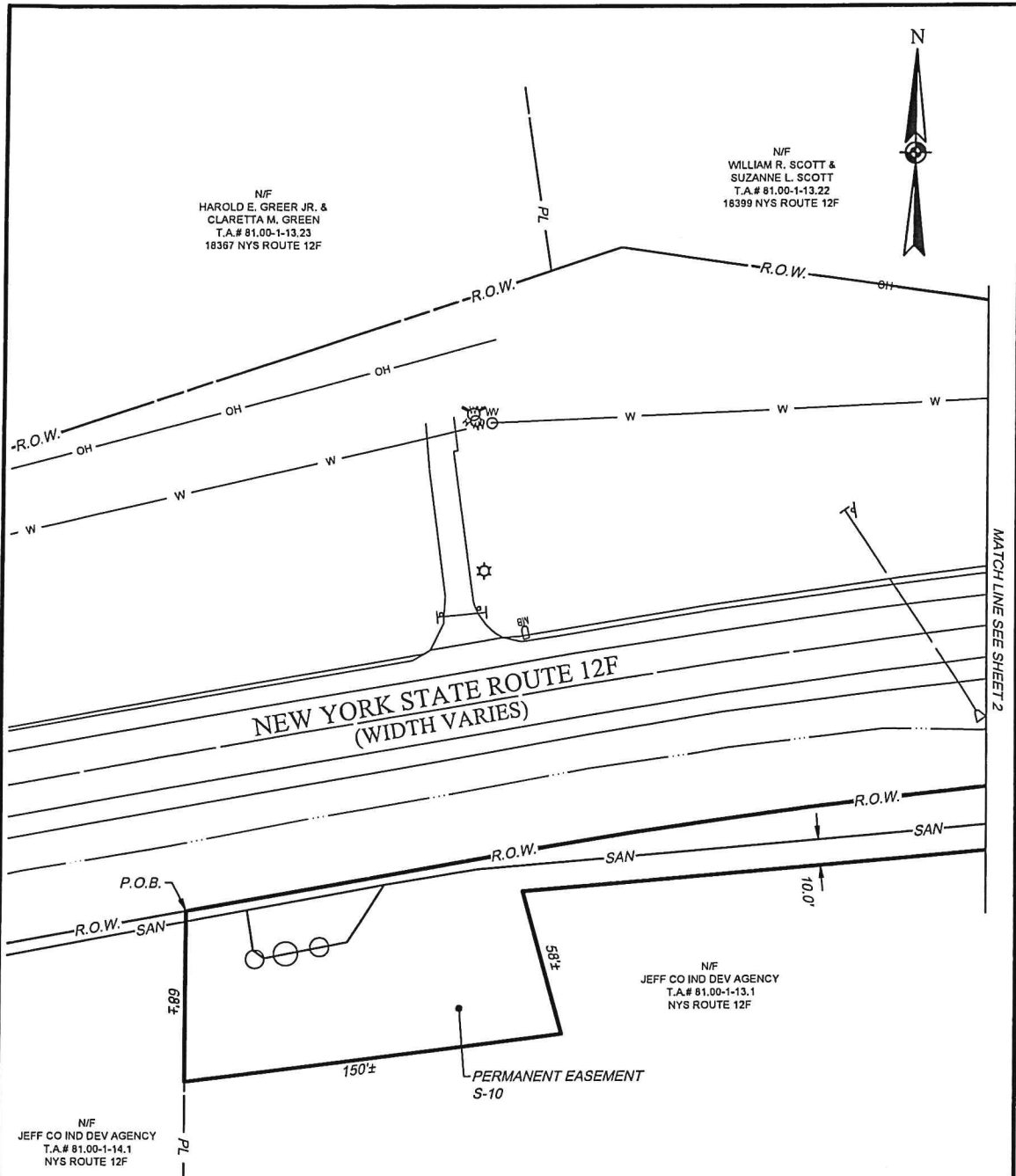
HOUNSFIELD SEWER DISTRICT NO. 1 PROPOSED PERMANENT EASEMENT NO. S-10

All that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, State of New York, and being more particularly bounded and described as follows:

Beginning at the southerly bounds of New York State Route 12F (Width Varies), said point being along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the east; thence

1. Easterly along said southerly bounds of New York State Route 12F to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the west; thence
2. Southerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #82.00-3-2.2) to the east and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the west, to a point 10 feet southerly of a proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main; thence
3. Westerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) along a line 10 feet southerly of said proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main, to a point; thence
4. Southerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) a distance of approximately 58 feet, to a point; thence
5. Westerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) a distance of approximately 150 feet, to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the east; thence
6. Northerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the east, to the point and place of beginning.

Intending to provide for the construction and maintenance of proposed Hounsfield Sewer District No. 1 facilities as shown in their approximate locations on the attached map "Hounsfield Water District No. 1, Permanent Easement No. S-10" prepared by Costich Engineering, dated February 2024, having Drawing No. 6659 S-10.



N/F
 HAROLD E. GREER JR. &
 CLARETTA M. GREEN
 T.A.# 81.00-1-13.23
 18367 NYS ROUTE 12F

N/F
 WILLIAM R. SCOTT &
 SUZANNE L. SCOTT
 T.A.# 81.00-1-13.22
 18399 NYS ROUTE 12F

NEW YORK STATE ROUTE 12F
 (WIDTH VARIES)

N/F
 JEFF CO IND DEV AGENCY
 T.A.# 81.00-1-13.1
 NYS ROUTE 12F

N/F
 JEFF CO IND DEV AGENCY
 T.A.# 81.00-1-14.1
 NYS ROUTE 12F

- PROPOSED SANITARY SEWER EASEMENT
- ROW — ASSUMED RIGHT-OF-WAY LINE
- PL — ASSUMED PROPERTY LINE
- POB — POINT OF BEGINNING
- SAN — PROPOSED SEWER MAIN

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SURVEY NOTE

1. ROAD RIGHT-OF-WAYS AND PARCEL LINES AS SHOWN ARE APPROXIMATE AND PER ANALYSIS OF THE TOWN OF HOUNSFIELD TAX MAPS. BOUNDARY SURVEY NOT PERFORMED.
2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.

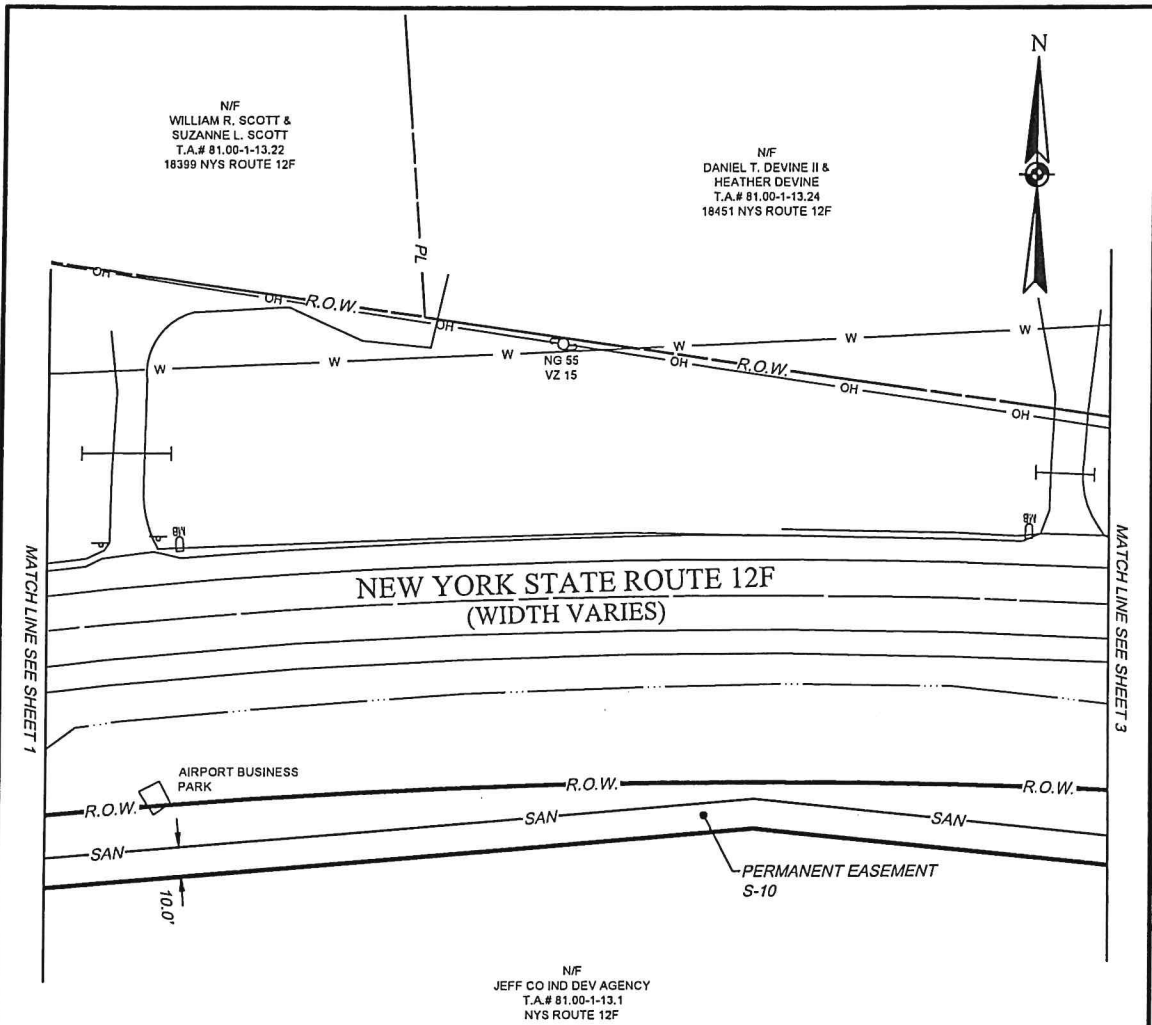


• CIVIL ENGINEERING
 • LAND SURVEYING
 • LANDSCAPE ARCHITECTURE

COSTICH ENGINEERING
 217 LAKE AVENUE
 ROCHESTER, NY 14608
 (585) 458-3020

HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-10

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -46-EBRUARY 2024	DWG. NUMBER 6659 S-10 SHEET 1 OF 4



N/F
WILLIAM R. SCOTT &
SUZANNE L. SCOTT
T.A.# 81.00-1-13.22
18399 NYS ROUTE 12F

N/F
DANIEL T. DEVINE II &
HEATHER DEVINE
T.A.# 81.00-1-13.24
18451 NYS ROUTE 12F

N/F
JEFF CO IND DEV AGENCY
T.A.# 81.00-1-13.1
NYS ROUTE 12F

	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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SURVEY NOTE

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- ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-10**

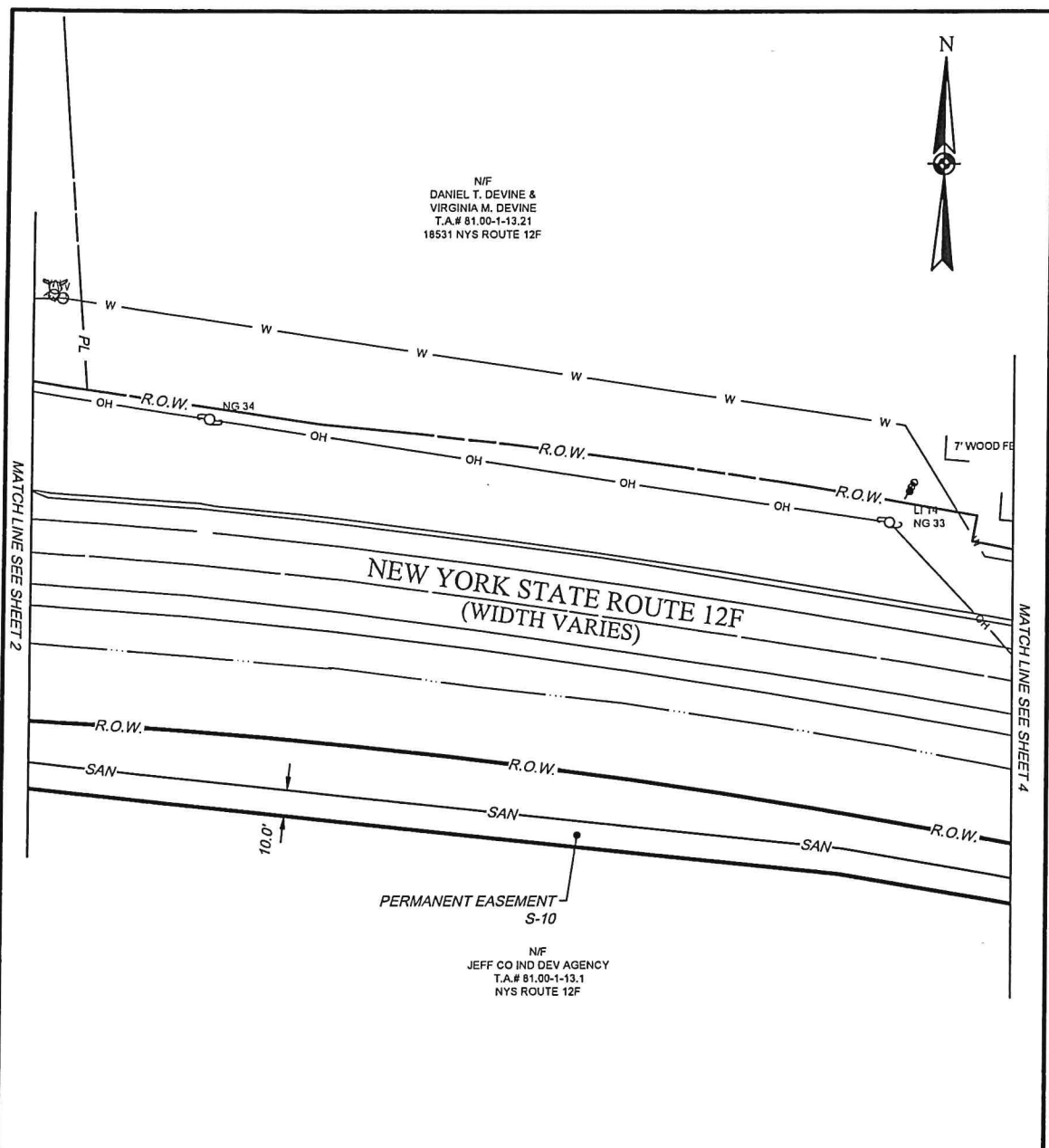


• CIVIL ENGINEERING
• LAND SURVEYING
• LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -47-EBRUARY 2024	DWG. NUMBER 6659 S-10
		SHEET 2 OF 4

N/F
 DANIEL T. DEVINE &
 VIRGINIA M. DEVINE
 T.A.# 81.00-1-13.21
 18531 NYS ROUTE 12F



NEW YORK STATE ROUTE 12F
 (WIDTH VARIES)

PERMANENT EASEMENT
 S-10

N/F
 JEFF CO IND DEV AGENCY
 T.A.# 81.00-1-13.1
 NYS ROUTE 12F

- PROPOSED SANITARY SEWER EASEMENT
- ROW ASSUMED RIGHT-OF-WAY LINE
- PL ASSUMED PROPERTY LINE
- POB POINT OF BEGINNING
- SAN PROPOSED SEWER MAIN

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SURVEY NOTE

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2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-10

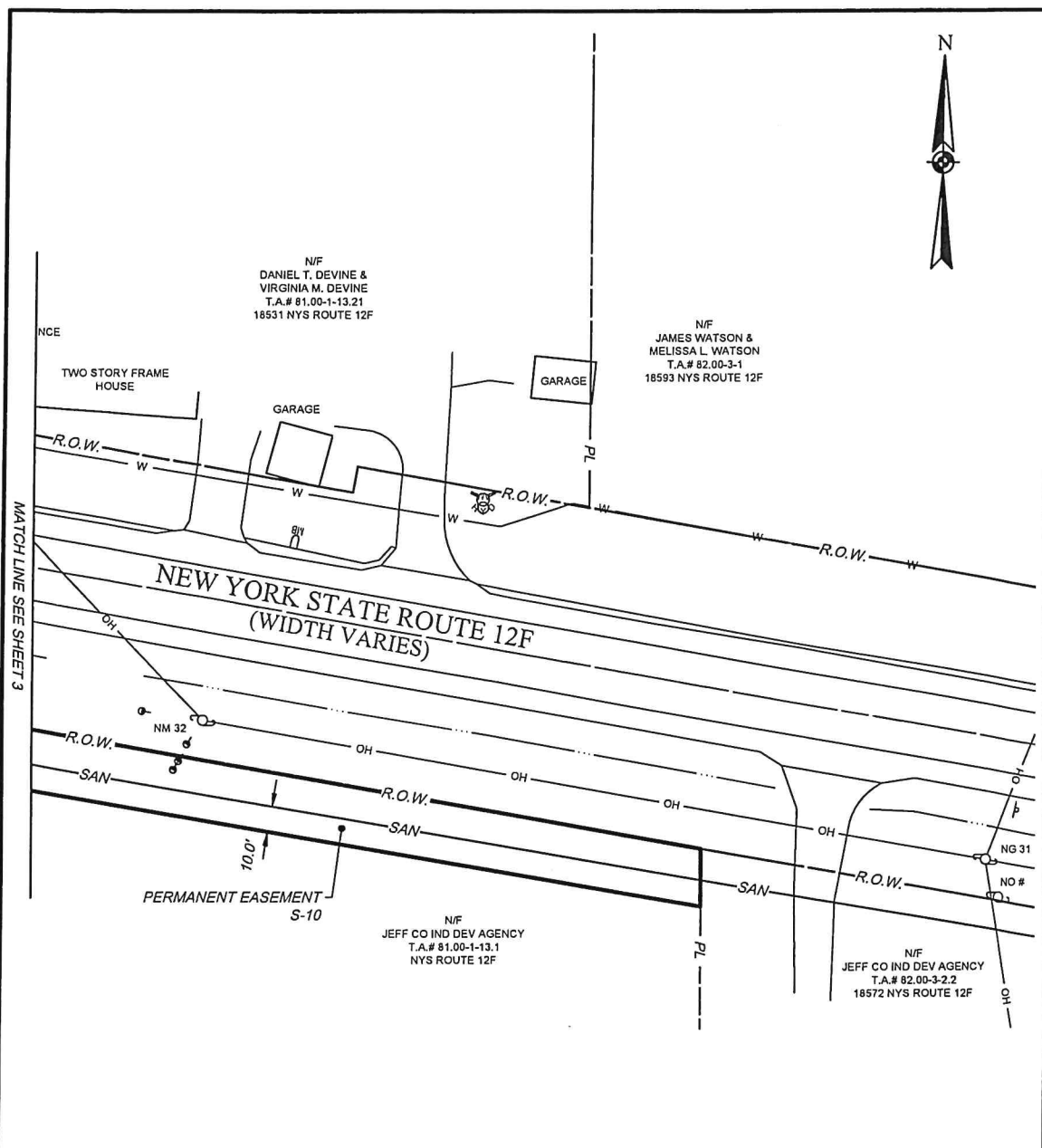


- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

COSTICHI ENGINEERING

217 LAKE AVENUE
 ROCHESTER, NY 14608
 (585) 458-3020

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -48-EBRUARY 2024	DWG. NUMBER 6659 S-10
		SHEET 3 OF 4



- PROPOSED SANITARY SEWER EASEMENT
- ASSUMED RIGHT-OF-WAY LINE
- ASSUMED PROPERTY LINE
- POINT OF BEGINNING
- PROPOSED SEWER MAIN

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SURVEY NOTE

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COSTICH ENGINEERING

217 LAKE AVENUE
ROCHESTER, NY 14609
(585) 458-3020

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-10**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -49-EBRUARY 2024	DWG. NUMBER 6659 S-10 SHEET 4 OF 4

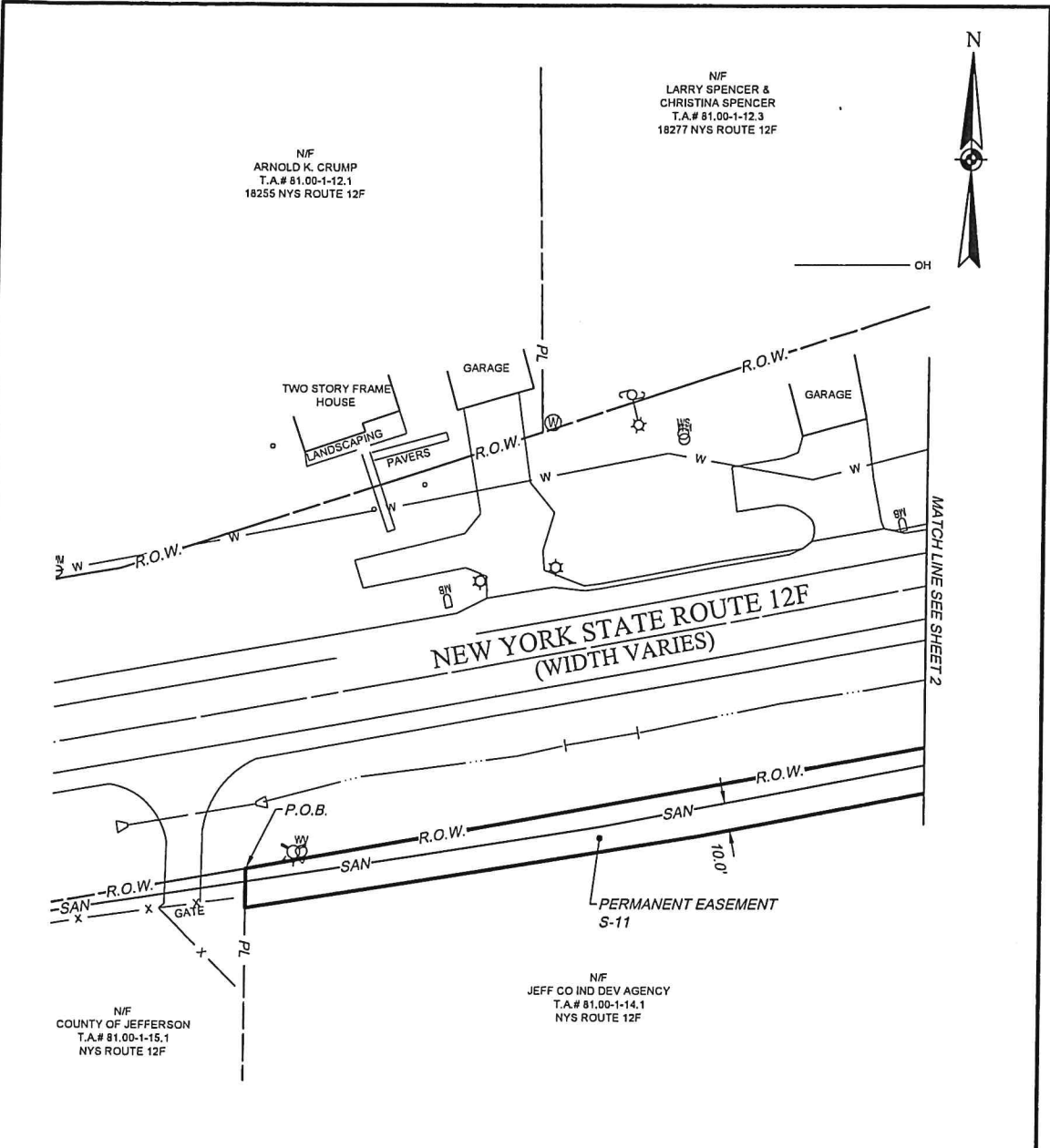
**HOUNSFIELD SEWER DISTRICT NO. 1
PROPOSED PERMANENT EASEMENT NO. S-11**

All that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, State of New York, and being more particularly bounded and described as follows:

Beginning at the southerly bounds of New York State Route 12F (Width Varies), said point being along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the east and lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) to the west; thence

1. Easterly along said southerly bounds of New York State Route 12F to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the east; thence
2. Southerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the west and lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-13.1) to the east, to a point 10 feet southerly of a proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main; thence
3. Westerly and through lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) along a line 10 feet southerly of said proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main, to a point along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the east and lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) to the west; thence
4. Northerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the east and lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) to the west, to the point and place of beginning.

Intending to provide for the construction and maintenance of proposed Hounsfield Sewer District No. 1 facilities as shown in their approximate locations on the attached map "Hounsfield Water District No. 1, Permanent Easement No. S-11" prepared by Costich Engineering, dated February 2024, having Drawing No. 6659 S-11.



N/F
ARNOLD K. CRUMP
T.A.# 81.00-1-12.1
18255 NYS ROUTE 12F

N/F
LARRY SPENCER &
CHRISTINA SPENCER
T.A.# 81.00-1-12.3
18277 NYS ROUTE 12F

N/F
COUNTY OF JEFFERSON
T.A.# 81.00-1-15.1
NYS ROUTE 12F

N/F
JEFF CO IND DEV AGENCY
T.A.# 81.00-1-14.1
NYS ROUTE 12F

- PROPOSED SANITARY SEWER EASEMENT
- ROW — ASSUMED RIGHT-OF-WAY LINE
- PL — ASSUMED PROPERTY LINE
- POB — POINT OF BEGINNING
- SAN — PROPOSED SEWER MAIN

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SURVEY NOTE

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2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



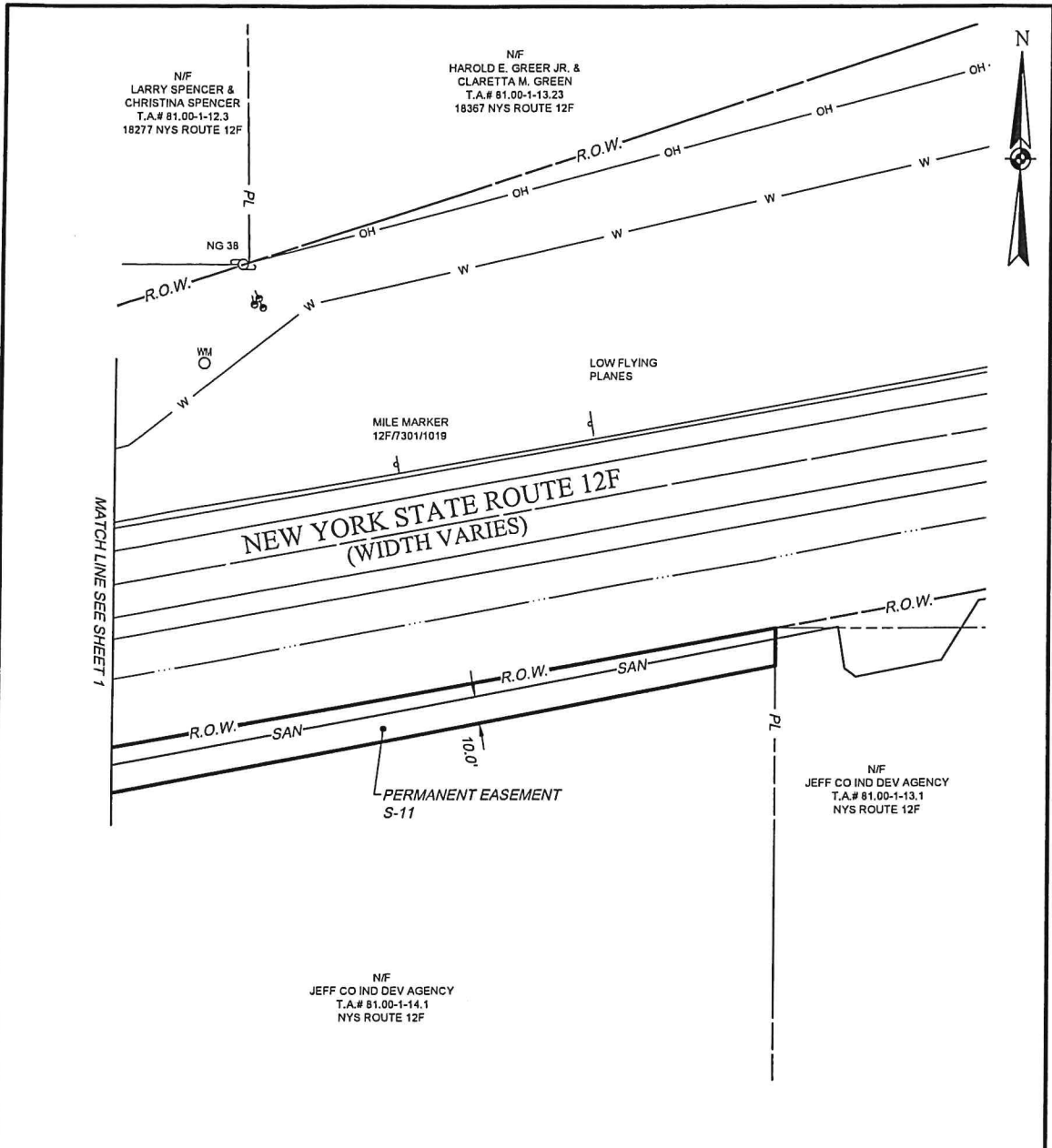
COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-11**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -51-EBRUARY 2024	DWG. NUMBER 6659 S-11
		SHEET 1 OF 2



	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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SURVEY NOTE

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COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-11**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -52-EBRUARY 2024	DWG. NUMBER 6659 S-11
		SHEET 2 OF 2

**HOUNSFIELD SEWER DISTRICT NO. 1
PROPOSED PERMANENT EASEMENT NO. S-12**

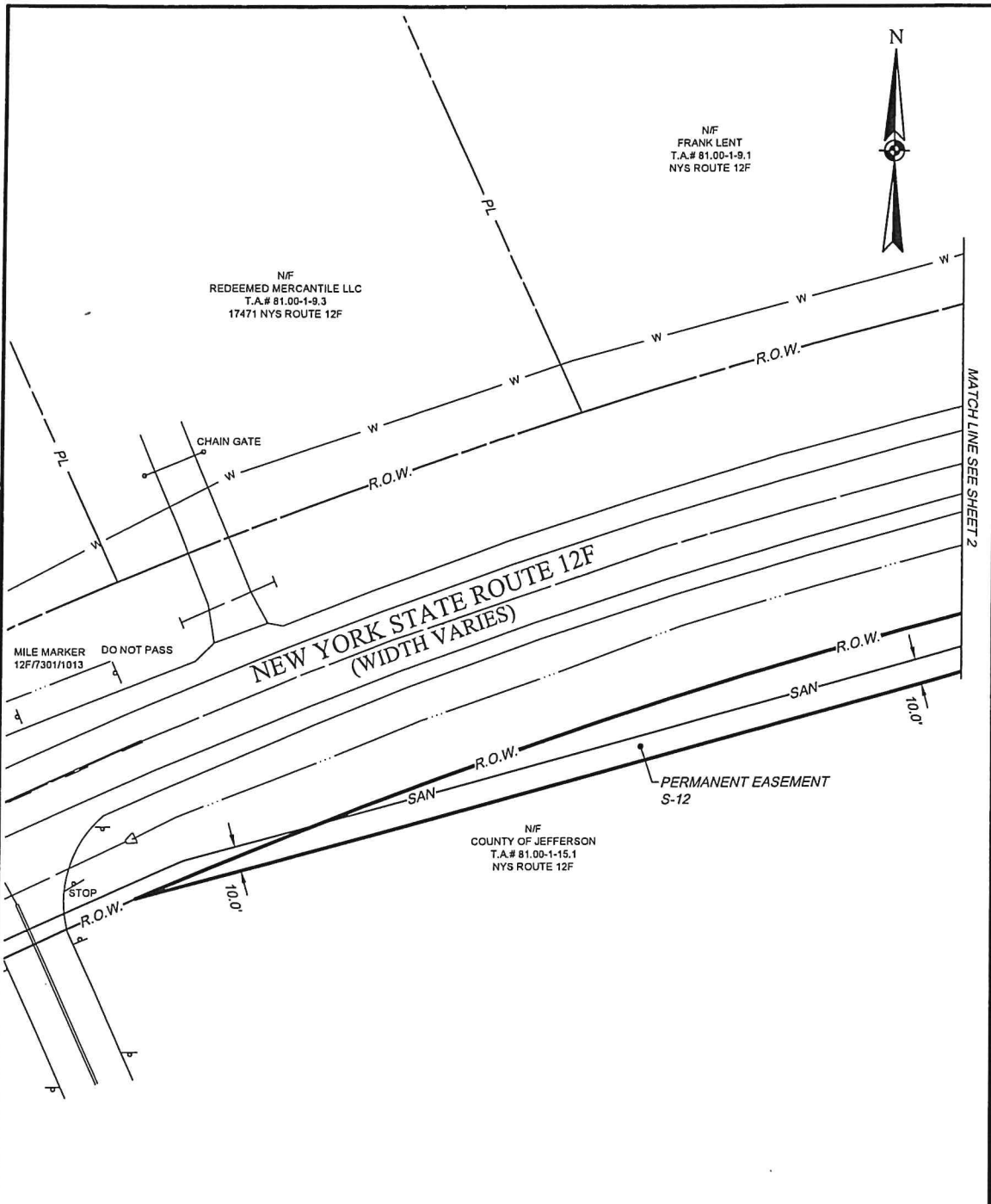
All that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, State of New York, and being more particularly bounded and described as follows:

Beginning at the southerly bounds of New York State Route 12F (Width Varies), said point being along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the east and lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) to the west; thence

1. Southerly along the common line between lands now or formerly owned by Jeff Co Ind Dev Agency (T.A. #81.00-1-14.1) to the east and lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) to the west, to a point 10 feet southerly of a proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main; thence
2. Westerly and through lands now or formerly owned by County of Jefferson (T.A. #81.00-1-15.1) along a line 10 feet southerly of said proposed sanitary sewer main as measured perpendicular to said proposed sanitary sewer main, to a point along the southerly bounds of New York State Route 12F; thence
3. Easterly along said southerly bounds of New York State Route 12F, to the point and place of beginning.

Intending to provide for the construction and maintenance of proposed Hounsfield Sewer District No. 1 facilities as shown in their approximate locations on the attached map "Hounsfield Water District No. 1, Permanent Easement No. S-12" prepared by Costich Engineering, dated February 2024, having Drawing No. 6659 S-12.

H:\job\6659\2022 Hounsfield Sewer District No. 1\Easements\Descriptions\6659_S-12.doc



	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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SURVEY NOTE

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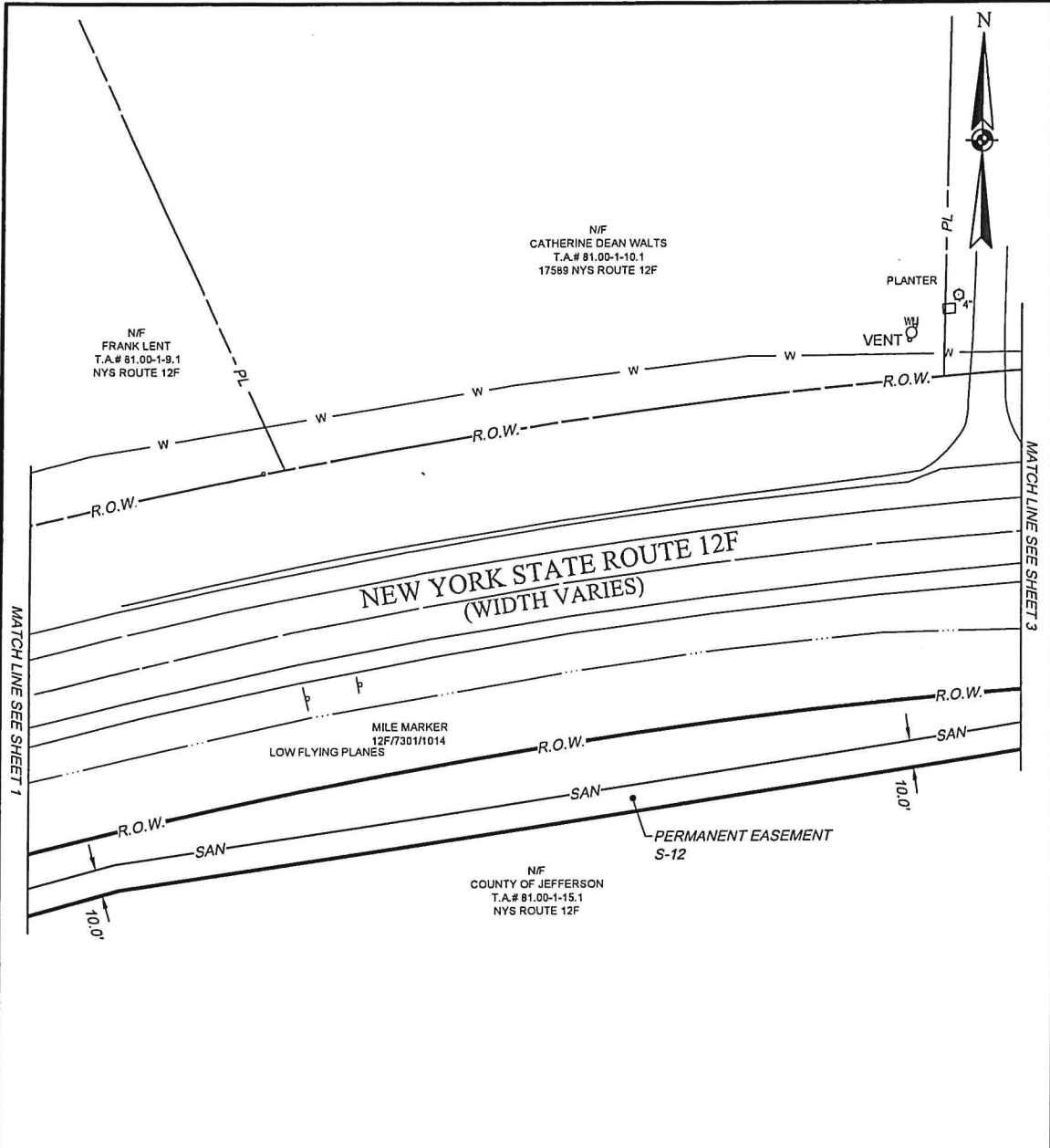
COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -54- FEBRUARY 2024	DWG. NUMBER 6659 S-12 SHEET 1 OF 8



	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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- SURVEY NOTE**
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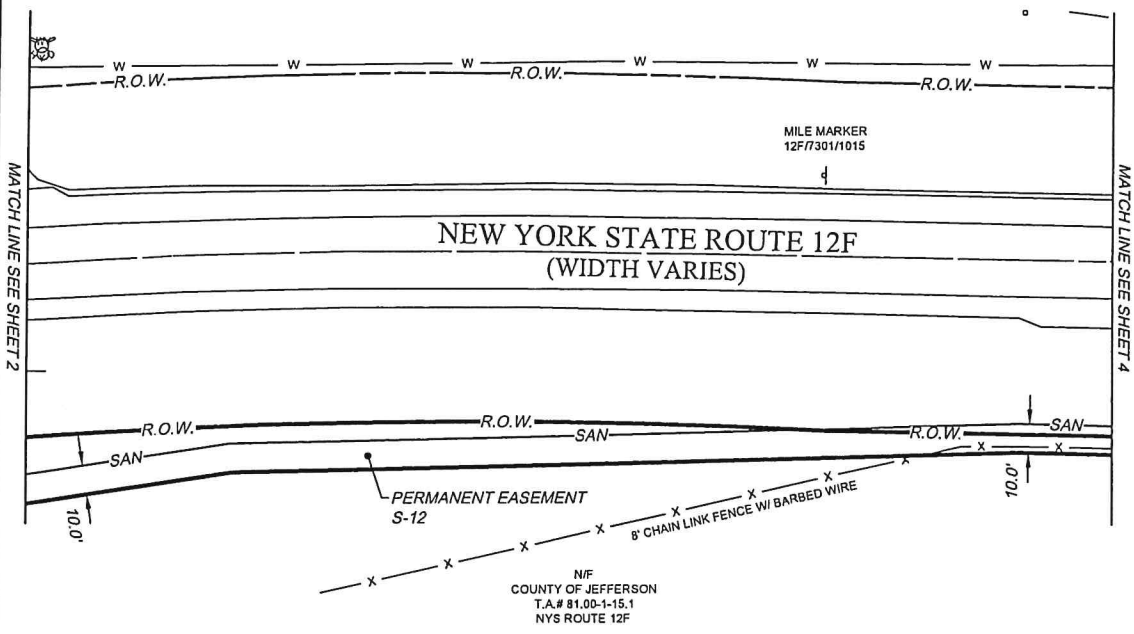
217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -55-EBRUARY 2024	DWG. NUMBER 6659 S-12 SHEET 2 OF 8

N/F
CHOICE PROPERTIES OF NNY LLC
T.A.# 81.00-1-11.1
NYS ROUTE 12F



	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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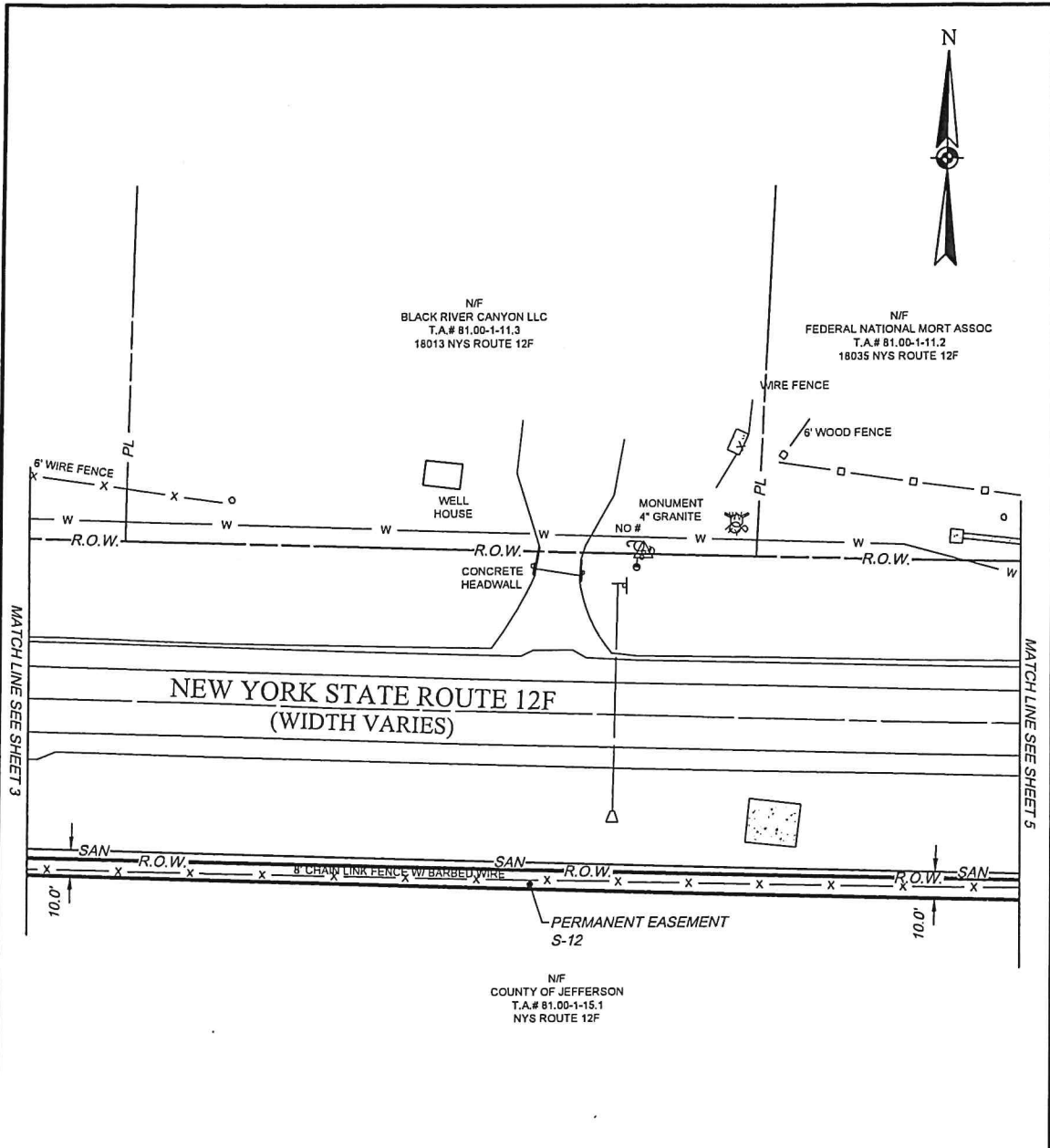
COSTICH ENGINEERING

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -56-EBRUARY 2024	DWG. NUMBER 6659 S-12 SHEET 3 OF 8



_____ PROPOSED SANITARY SEWER EASEMENT
 _____ ROW ASSUMED RIGHT-OF-WAY LINE
 _____ PL ASSUMED PROPERTY LINE
 _____ POB POINT OF BEGINNING
 _____ SAN PROPOSED SEWER MAIN

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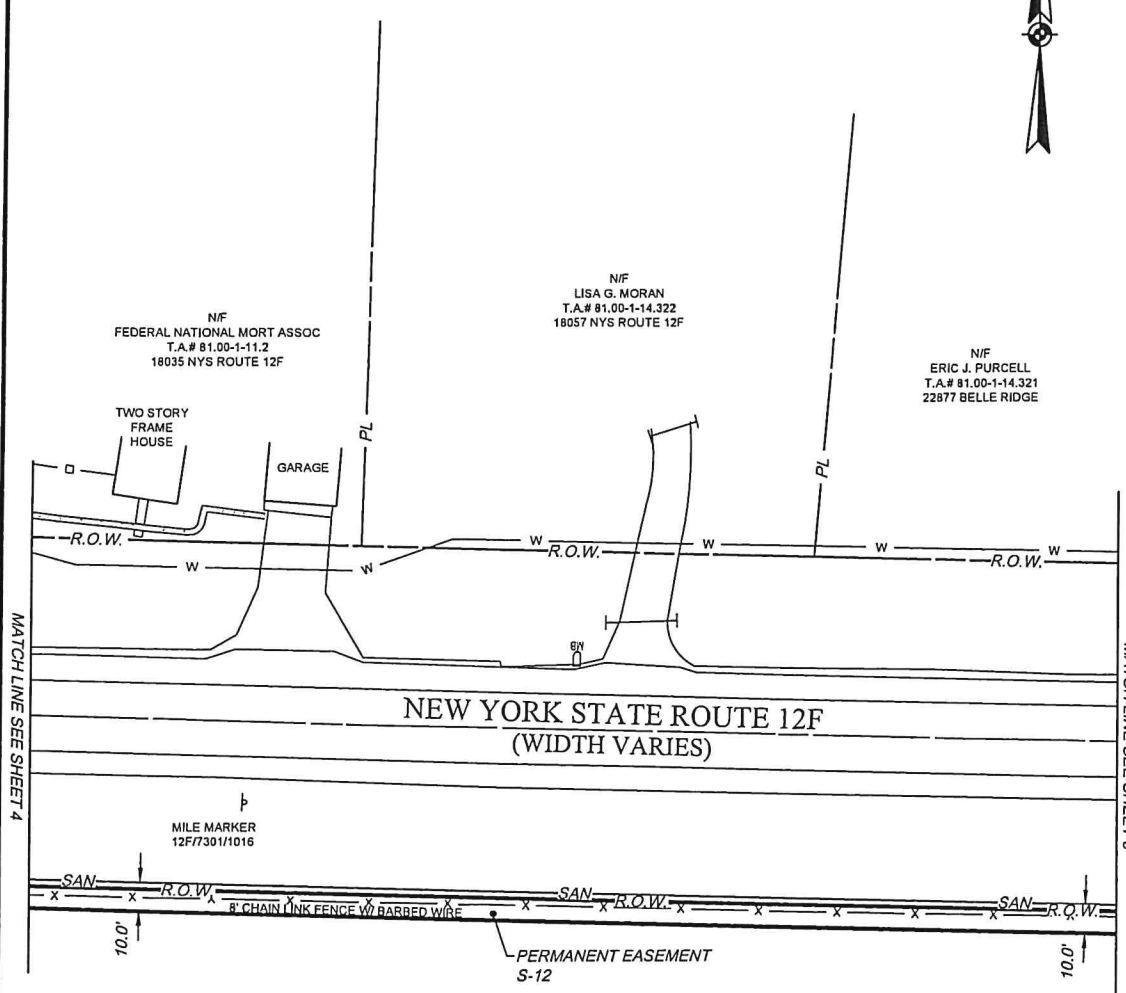


**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

COSTICH ENGINEERING
 217 LAKE AVENUE
 ROCHESTER, NY 14608
 (585) 458-3020

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -57 - FEBRUARY 2024	DWG. NUMBER 6659 S-12
		SHEET 4 OF 8



N/F
FEDERAL NATIONAL MORT ASSOC
T.A.# 81.00-1-11.2
18035 NYS ROUTE 12F

N/F
LISA G. MORAN
T.A.# 81.00-1-14.322
18057 NYS ROUTE 12F

N/F
ERIC J. PURCELL
T.A.# 81.00-1-14.321
22877 BELLE RIDGE

NEW YORK STATE ROUTE 12F
(WIDTH VARIES)

MILE MARKER
12F7301/1016

PERMANENT EASEMENT
S-12

N/F
COUNTY OF JEFFERSON
T.A.# 81.00-1-15.1
NYS ROUTE 12F

— SAN —	PROPOSED SANITARY SEWER EASEMENT
— ROW —	ASSUMED RIGHT-OF-WAY LINE
— PL —	ASSUMED PROPERTY LINE
— POB —	POINT OF BEGINNING
— SAN —	PROPOSED SEWER MAIN

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**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

217 LAKE AVENUE
ROCHESTER, NY 14608
(585) 458-3020

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -58- FEBRUARY 2024	DWG. NUMBER 6659 S-12
		SHEET 5 OF 8



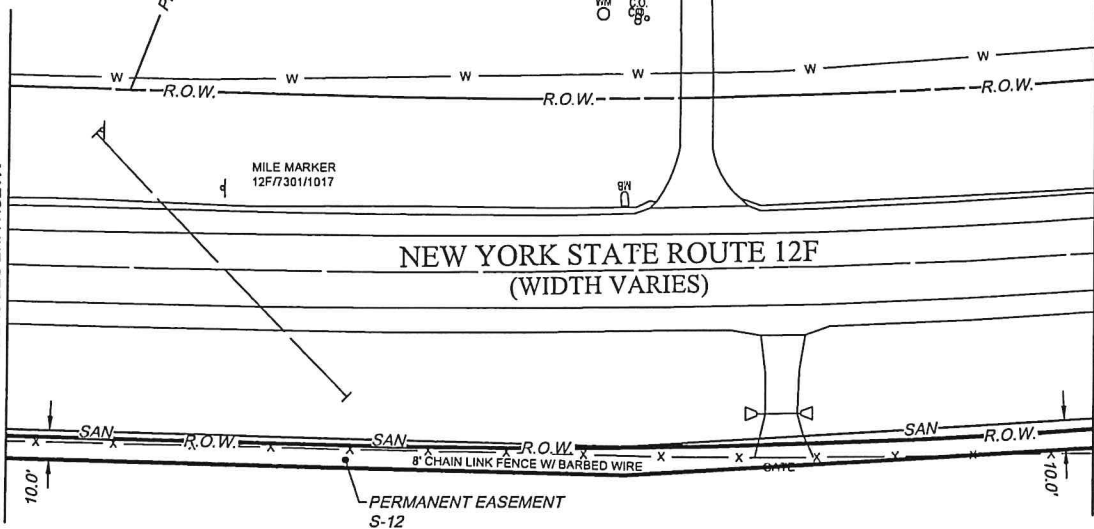
N/F
ERIC J. PURCELL
T.A.# 81.00-1-14.321
22877 BELLE RIDGE

N/F
MARK S. PURCELL
T.A.# 81.00-1-14.31
18205 NYS ROUTE 12F

2' DIA.
VAULT
WM
C.O.
C.B.

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 7



NEW YORK STATE ROUTE 12F (WIDTH VARIES)

N/F
COUNTY OF JEFFERSON
T.A.# 81.00-1-15.1
NYS ROUTE 12F

- PROPOSED SANITARY SEWER EASEMENT
- ROW ASSUMED RIGHT-OF-WAY LINE
- PL ASSUMED PROPERTY LINE
- POB POINT OF BEGINNING
- SAN PROPOSED SEWER MAIN

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COSTICH ENGINEERING

- CIVIL ENGINEERING
- LAND SURVEYING
- LANDSCAPE ARCHITECTURE

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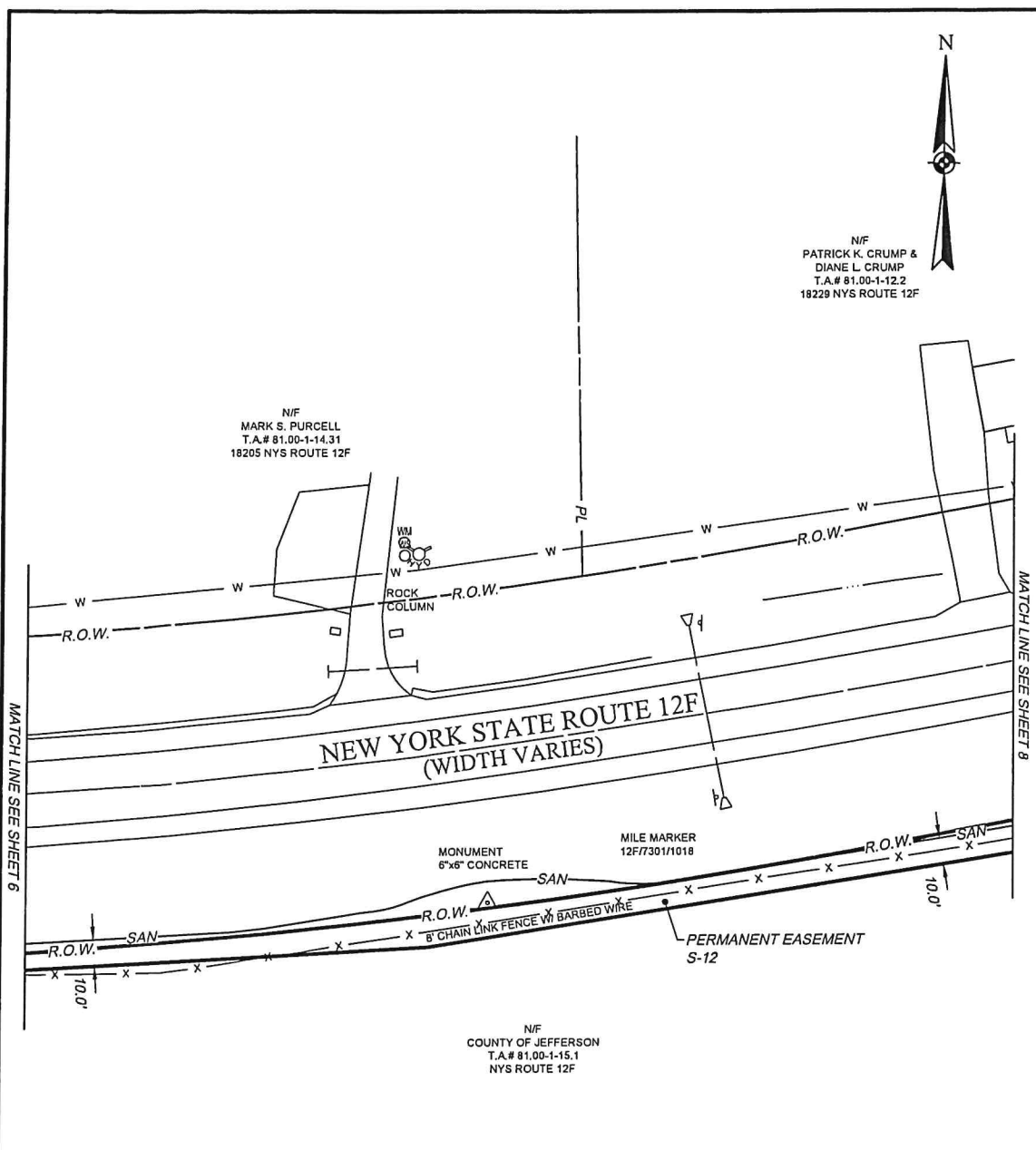
HOUNSFIELD SEWER DISTRICT NO. 1 PERMANENT EASEMENT NO. S-12

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -59-EBRUARY 2024	DWG. NUMBER 6659 S-12
SHEET 6 OF 8		



N/F
 PATRICK K. CRUMP &
 DIANE L. CRUMP
 T.A.# 81.00-1-12.2
 18229 NYS ROUTE 12F

N/F
 MARK S. PURCELL
 T.A.# 81.00-1-14.31
 18205 NYS ROUTE 12F



- PROPOSED SANITARY SEWER EASEMENT
- ROW — ASSUMED RIGHT-OF-WAY LINE
- PL — ASSUMED PROPERTY LINE
- POB — POINT OF BEGINNING
- SAN — PROPOSED SEWER MAIN

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"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, subdivision 2, of the New York State Education Law."

"Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be a valid true copy."

SURVEY NOTE

1. ROAD RIGHT-OF-WAYS AND PARCEL LINES AS SHOWN ARE APPROXIMATE AND PER ANALYSIS OF THE TOWN OF HOUNSFIELD TAX MAPS. BOUNDARY SURVEY NOT PERFORMED.
2. ADJACENT WATER MAIN EASEMENTS FOR THIS PROJECT ARE NOT SHOWN ON THIS MAP FOR CLARITY PURPOSES.



**HOUNSFIELD SEWER DISTRICT NO. 1
 PERMANENT EASEMENT NO. S-12**

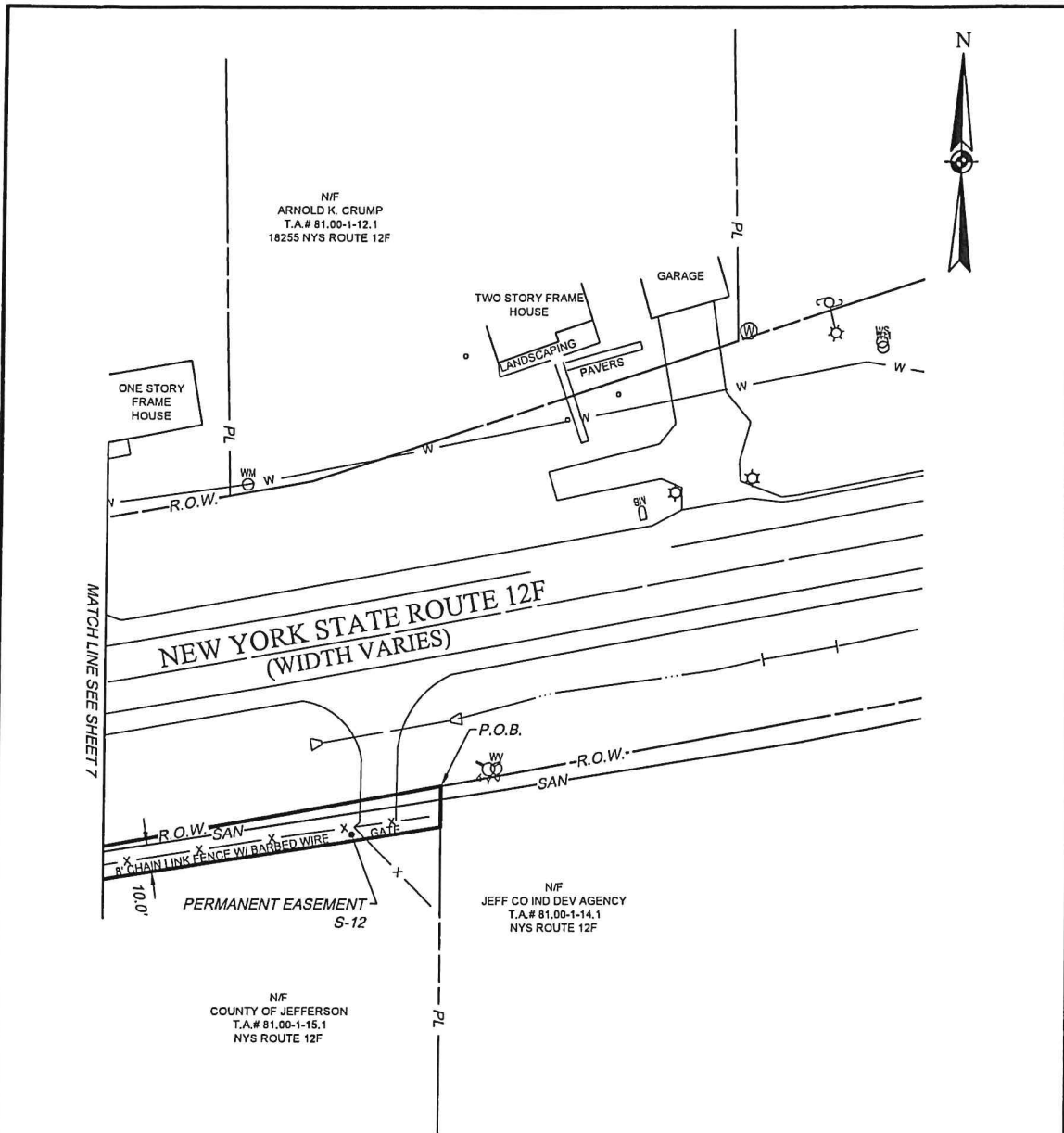


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COSTICH ENGINEERING

217 LAKE AVENUE
 ROCHESTER, NY 14608
 (585) 458-3020

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -60- FEBRUARY 2024	DWG. NUMBER 6659 S-12
		SHEET 7 OF 8



	PROPOSED SANITARY SEWER EASEMENT
	ASSUMED RIGHT-OF-WAY LINE
	ASSUMED PROPERTY LINE
	POINT OF BEGINNING
	PROPOSED SEWER MAIN

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**HOUNSFIELD SEWER DISTRICT NO. 1
PERMANENT EASEMENT NO. S-12**

TOWN: HOUNSFIELD	COUNTY: JEFFERSON	STATE: NEW YORK
SCALE: 1" = 50'	DATE: -61-EBRUARY 2024	DWG. NUMBER 6659 S-12
		SHEET 8 OF 8

INITIAL PROJECT RESOLUTION

(302 Globe, LLC Project – 302 Court Street- City of Watertown)

A regular meeting of the Jefferson County Industrial Development Agency convened on Thursday June 6, 2024 at 8:30 a.m.

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

Resolution No. 06.06.2024.02

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (i) ACCEPTING AN APPLICATION SUBMITTED BY 302 GLOBE, LLC WITH RESPECT TO A CERTAIN PROJECT (AS DESCRIBED BELOW); (ii) AUTHORIZING THE SCHEDULING AND CONDUCT OF A PUBLIC HEARING WITH RESPECT TO THE PROJECT; (iii) DESCRIBING THE FORMS OF FINANCIAL ASSISTANCE BEING CONTEMPLATED BY THE AGENCY; AND (iv) AUTHORIZING THE NEGOTIATION OF CERTAIN AGREEMENTS RELATING TO THE PROJECT.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 369 of the Laws of 1971 of the State of New York, as amended (hereinafter collectively called the “Act”), the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “Agency”) was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, **302 GLOBE, LLC** (the “Company”), has submitted an application to the Agency requesting the Agency’s assistance with a certain project (the “Project”) consisting of: (i) the acquisition by the Agency of a leasehold interest in approximately .50 acre of real property located at 302 Court Street in the City of Watertown, New York (the “Land”, being more particularly described as tax parcel No. 7-03-201.000) and the existing improvements located thereon, consisting principally of an approximately 32,000 square foot, 2-story building (the “Existing Improvements”); (ii) the planning, design, internal demolition, reconstruction, renovation of the Existing Improvements to establish a commercial mixed use facility comprised of approximately 16,000 square feet of commercial and retail space on the first floor and eleven (11) market rate apartment units on the second floor, along with renovations to façade, roof, common spaces, mechanical and electric upgrades, utility and site improvements, parking, curbage, access and egress improvements, signage, sidewalks, landscaping and other improvements (collectively, the “Improvements”); (iii) the acquisition of and installation in and around the Land, the Existing Improvements and Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the “Equipment”; and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); and (iv) entering into a straight lease transaction (within the meaning of subdivision (15) of

Section 854 of the Act), pursuant to which the Agency will retain a leasehold interest in the Facility for a period of time and sublease such interest in the Facility back to the Company (the "Straight Lease Transaction"); and

WHEREAS, pursuant to and in accordance with Section 859-a of the Act, the Agency desires to schedule and conduct a public hearing (the "Public Hearing") relating to the Project and the proposed financial assistance contemplated by the Agency (collectively, the "Financial Assistance"), such Financial Assistance to include (a) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility; (b) mortgage recording tax exemption for project financing; and (c) a partial real property tax abatement through the execution of an agreement with the Agency regarding payments in lieu of real property taxes to be made for the benefit of the Affected Tax Jurisdictions; and

WHEREAS, the Agency desires to (i) accept the Application, (ii) authorize the scheduling and conduct of a public hearing pursuant to and in accordance with the Act, and (iii) negotiate, but not enter into an Agent and Financial Assistance and Project Agreement (the "Agent Agreement"), a Lease Agreement (the "Lease Agreement"), a Leaseback Agreement (the "Leaseback Agreement"), a Payment-in-Lieu-of-Tax Agreement (the "PILOT Agreement"), and related documents with the Company.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. The Company has presented an Application in a form acceptable to the Agency. Based upon the representations made by the Company to the Agency in the Company's Application, the Agency hereby finds and determines that:

(A) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(B) The Agency has the authority to take the actions contemplated herein under the Act; and

(C) The action to be taken by the Agency will induce the Company to develop the Project, thereby creating significant employment opportunities and critical investment in Jefferson County, New York, and otherwise furthering the purposes of the Agency as set forth in the Act; and

(D) The Project will not result in the removal of a civic, commercial, industrial, or manufacturing plant of the Company or any other proposed occupant of the Project from one area of the State of New York (the "State") to another area of the State or result in the abandonment of one or more plants or facilities of the Company or any other proposed occupant of the Project located within the State; and the Agency hereby finds that, based on the Company's application, to the extent occupants are relocating from one plant or facility to

another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries. The Agency authorizes the issuance of notice letters to applicable municipal officials in accordance with the Act.

Section 2. The proposed financial assistance being contemplated by the Agency includes (a) an exemption from all State and local sales and use taxes with respect to qualifying personal property included in or incorporated into the Facility or used in the construction and equipping of the Facility; (b) mortgage recording tax exemption for project financing; and (c) a partial real property tax abatement through the execution of an agreement with the Agency regarding payments in lieu of real property taxes to be made for the benefit of the Affected Tax Jurisdictions.

Section 3. The Chairman, Vice Chairman, and/or the Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to negotiate the terms of the Agent Agreement, Lease Agreement, Leaseback Agreement, PILOT Agreement, and related documents; *provided*, the provisions of the rental payments under the Leaseback Agreement include payments of all costs incurred by the Agency arising out of or related to the Project and indemnification of the Agency by the Company for actions taken by the Company and/or claims arising out of or related to the Project.

Section 4. The Agency hereby authorizes the scheduling and conduct a public hearing in compliance with the Act.

Section 5. Harris Beach PLLC, as General and Transaction Counsel for the Agency, is hereby authorized to work with counsel to the Company and others to prepare for submission to the Agency of all documents necessary to effect the foregoing authorizations.

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required and to execute and deliver all such certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Agency with all of the terms, covenants and provisions of the documents executed for and on behalf of the Agency.

Section 7. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	Yea	Nay	Absent	Abstain
Robert E. Aliasso, Jr.	[]	[]	[]	[]
David J. Converse	[]	[]	[]	[]
John J. Condino	[]	[]	[]	[]
William W. Johnson	[]	[]	[]	[]
Lisa L'Huillier	[]	[]	[]	[]
W. Edward Walldroff	[]	[]	[]	[]
Paul J. Warneck	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK)
COUNTY OF JEFFERSON) SS:

I, the undersigned (Acting) Secretary of Jefferson County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of Jefferson County Industrial Development Agency (the "Agency"), including the resolution contained therein, held on June 6, 2024, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Agency had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Agency this ___ day of _____, 2024.

W. Edward Walldroff, (Acting) Secretary

[SEAL]

Jefferson County Industrial Development Agency

MRB Cost Benefit Calculator

Date: May 28, 2024
 Project Title: 302 Globe, LLC - REVISED APPLICATION - 5-28-24 (utep)
 Project Location: 1721 Cochran Road, Pittsburg, PA 15220



Economic Impacts

Summary of Economic Impacts over the Life of the PILOT

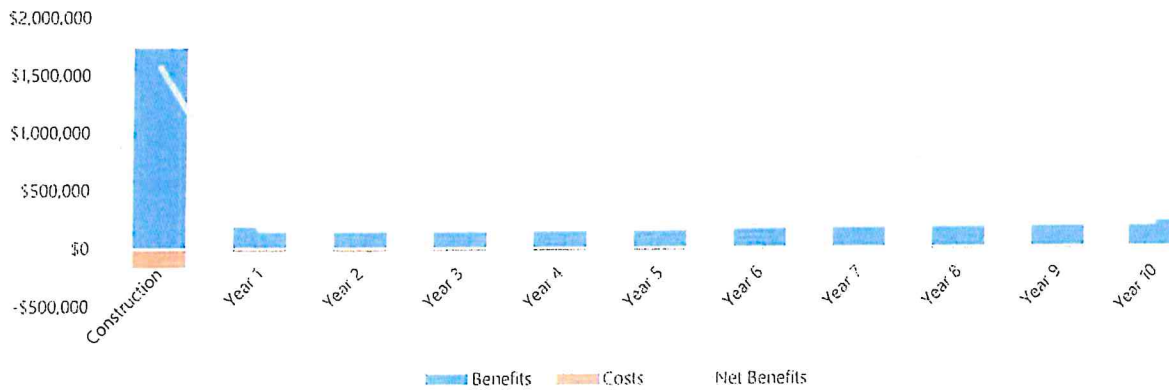
Project Total Investment
 \$4,035,000

		Temporary (Construction)		
		Direct	Indirect	Total
Jobs		13	6	20
Earnings		\$1,334,897	\$304,937	\$1,639,833
Local Spend		\$3,228,000	\$1,095,034	\$4,323,034

		Ongoing (Operations)		
		Direct	Indirect	Total
Jobs		3	1	4
Earnings		\$1,951,599	\$910,346	\$2,861,945

Figure 1

Net Benefits

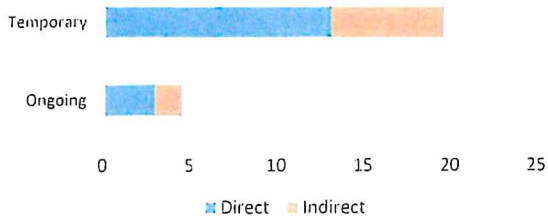


Net Benefits chart will always display construction through year 10, irrespective of the length of the PILOT.

Figure 2

Figure 3

Total Jobs



Total Earnings



Fiscal Impacts



Cost-Benefit Analysis Tool powered by MRB Group

Estimated Costs of Exemptions

	Nominal Value	Discounted Value*
Property Tax Exemption	\$223,094	\$196,178
Sales Tax Exemption	\$145,200	\$145,200
Local Sales Tax Exemption	\$72,600	\$72,600
State Sales Tax Exemption	\$72,600	\$72,600
Mortgage Recording Tax Exemption	\$19,200	\$19,200
Local Mortgage Recording Tax Exemption	\$6,400	\$6,400
State Mortgage Recording Tax Exemption	\$12,800	\$12,800
Total Costs	\$387,494	\$360,578

State and Local Benefits

	Nominal Value	Discounted Value*
Local Benefits	\$4,714,997	\$4,251,022
To Private Individuals	<u>\$4,501,778</u>	<u>\$4,074,797</u>
Temporary Payroll	\$1,639,833	\$1,639,833
Ongoing Payroll	\$2,867,945	\$2,434,964
Other Payments to Private Individuals	\$0	\$0
To the Public	<u>\$213,219</u>	<u>\$176,225</u>
Increase in Property Tax Revenue	\$181,707	\$147,701
Temporary Jobs - Sales Tax Revenue	\$11,479	\$11,479
Ongoing Jobs - Sales Tax Revenue	\$20,034	\$17,045
Other Local Municipal Revenue	\$0	\$0
State Benefits	\$234,092	\$211,889
To the Public	<u>\$234,092</u>	<u>\$211,889</u>
Temporary Income Tax Revenue	\$73,792	\$73,792
Ongoing Income Tax Revenue	\$128,788	\$109,573
Temporary Jobs - Sales Tax Revenue	\$11,479	\$11,479
Ongoing Jobs - Sales Tax Revenue	\$20,034	\$17,045
Total Benefits to State & Region	\$4,949,090	\$4,462,912

Benefit to Cost Ratio

	Benefit*	Cost*	Ratio
Local	\$4,251,022	\$275,178	15:1
State	\$211,889	\$85,400	2:1
Grand Total	\$4,462,912	\$360,578	12:1

*Discounted at 2%

Additional Comments from IDA

Does the IDA believe that the project can be accomplished in a timely fashion? Yes

Application to
Jefferson County Industrial
Development Agency (JCIDA)

- Tax Exempt Bond Financing**
- Taxable Bond Financing**
- Lease Leaseback Transaction**

Please contact the agency for more information
regarding project eligibility and application process.

Applicant (Company) Name:
302 Globe, LLC

Applicant Address:
1721 Cochran Road, Pittsburgh, PA 15220

Phone:
315.430.5407

E-mail:
dqueri@queridevco.com

Application Date: April 18, 2024

MAY 15 2024

Internal Use Only

Staff Signature and Date of Submission: _____

Completed Application Date: _____ Staff Initial _____

Revised Date: _____, Revision #: _____

Document Date: April 10, 2023

Fee Schedule

Updated as of the date of the document

Taxable and Tax Exempt Industrial Development Revenue Bonds

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	First \$10 million – 1.5% of the principal amount of the bond series. \$10 million - \$20 million – 1% of the bond series. Any amount over \$20 million – 0.5% of the bond series. Annual Fee - \$1,500.00
Point of Contact:	David Zembiec – CEO JCIDA+1 (315) 782-5865

Lease Leaseback Transactions

Application Fee:	A non-refundable fee of \$2,500.00 is payable to the JCIDA at the time the application is submitted. This fee will be credited towards the total fee at closing.
Fee:	With a PILOT: First \$10 million – 1.5% Second \$10-\$20 million - 0.5% Any amount over \$20 million - 0.25% No PILOT – 25% of the abatement value Annual Fee - \$1,000.00 Application for Re-Assignment of benefits to new ownership - \$2,000.00
Renewable Energy Projects:	Annual Administrative Fee - \$1,500.00
Point of Contact:	David Zembiec - CEO JCIDA +1 (315)782-5865

Revised Date: _____, Revision #: _____

Document Date: 4/10/2023

**HOLD HARMLESS AGREEMENT AND APPLICATION DISCLAIMER
CERTIFICATION PURSUANT TO NEW YORK STATE
FREEDOM OF INFORMATION LAW ("FOIL")**

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. **Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.**

Notwithstanding the foregoing, **the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d).** To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction*:

(* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such)

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

Revised Date: _____, Revision #: _____

Document Date: 4/10/2023

Section I: Applicant Information

Please answer all questions. Use "None" or "Not Applicable" where necessary.

A) Applicant Information-company receiving benefit:

Applicant Name: 302 Globe, LLC

Applicant Address: 1721 Cochran Road, Pittsburgh, PA 15220

Phone: 315.430.5407 Fax: N/A

Website: _____ E-mail: dqueri@queridevco.com

Federal ID#: 92-1338093 NAICS: _____

Will a Real Estate Holding Company be utilized to own the Project property/facility? Yes or No

What is the name of the Real Estate Holding Company: _____

Federal ID#: _____

State and Year or Incorporation/Organization: NY-2022

List of stockholders, members, or partners of Real Estate Holding Company: _____

5G, 13G, Daniel M. Queri (see attached)

Renewable Energy Projects: Attach ownership chart and indicate companies that will eventually own and operate project _____

B) Individual Completing Application:

Name: Dan Queri

Title: Member

Address: 14021 County Route 123, Henderson Harbor, NY 13651

Phone: 315.430.5407 Fax: N/A

E-Mail: dqueri@queridevco.com

C) Company Contact (if different from Section B above):

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

D) Company Counsel:

Revised Date: _____, Revision #: _____

Name of Attorney: Stephen Etoll
 Firm Name: Hancock and Estabrook
 Address: 100 Madison Street, Syracuse, NY
 Phone: 315.565.4500 Fax: N/A
 E-mail: setoll@hancocklaw.com

E) Identify the assistance being requested of the Agency (select all that apply):

1. Exemption from Sales Tax Yes or No
 2. Exemption from Mortgage Tax Yes or No
 3. Exemption from Real Property Tax Yes or No
 4. Tax Exempt Financing * Yes or No
- * (typically for not-for-profits and qualified small manufacturers)

F) Applicant Business Information (check appropriate category):

Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
Public Corporation	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company	<input checked="" type="checkbox"/>

Other (please specify) _____
 Year Established: 2022
 State in which Organization is established: NY

G) List all applicant stockholders, members or partners with % of ownership greater than 5% (including all parent entities) [INCLUDE CHART]

NOTE: All applicants must include a current ownership chart reflecting equity ownership. Applications will not be accepted or deemed complete without this information.

The Agency's acceptance of this application will be specific to the existing equity ownership of the applicant and the Agency's ultimate approval is likewise specific to the applicant equity ownership (the taxpayer beneficiaries of the Agency's financial assistance). The Agency's approval of any proposed project shall be specific to the equity ownership of the Company at the time of application to the Agency. The Agency's approval of any financial assistance, including real property tax exemptions, is non-transferrable and may not be assigned or assumed without the Agency's prior written consent. Any transfer in excess of fifty percent (50%) of the equity voting interests of the Company (including all parent companies of the Company through and including the ultimate taxpayer(s) owning or controlling

Revised Date: _____, Revision #: _____

Document Date: 4/10/2023

the Company), other than to a Related Person of the Company, shall be deemed an assignment and require the prior written consent of the Agency. Any proposed assignment shall require the prior written consent of the Agency upon written application no less than 45 days prior to a regularly scheduled meeting of the Agency.

<u>Name</u>	<u>% of ownership</u>
5G	56.7%
13G	33.3%
Daniel M. Queri	10%

H) Applicant Business Description:

Describe in detail company background, products, customers, goods and services. Description is critical in determining eligibility: 302 Globe, LLC ownership team has developed multiple projects similar to 302 Court Street that owns, manages, finances, leases and constructs all of its own properties. Portfolio in excess of \$10M.

Estimated % of sales within Jefferson County: 80-100%

Estimated % of sales outside Jefferson County, but within New York State: 0-20%

Estimated % of sales outside New York State but within the U.S.: 0

Estimated % of sales outside the U.S. 0

(*Percentage to equal 100%)

I) What percentage of your total annual supplies, raw materials and vendor services are purchased from firms in Jefferson County. Include list of vendors, raw material suppliers and percentages for each. Provide supporting documentation including estimated percentage of local purchases.

Construction-75%

Post-Construction: 100%

Revised Date: _____, Revision #: _____

Document Date: 4/10/2023

Section II: Project Description & Details

A) Project Location:

List your current operation(s) locations in Jefferson County:

259 JB Wise Place

List your current operation(s) locations in New York State:

The Bradford, 437 N. Salina Street, The Amos Building, 259 JB Wise Place

Provide the Property Address of the proposed Project:

302 Court Street

Watertown, NY 13601

Will the completion of the Project result in the removal, or reduction of an industrial or manufacturing plant of the Applicant from: one area of New York State to Jefferson County; or within Jefferson County?

Yes or No

If Yes, please provide details _____

Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located within New York State?

Yes or No

If Yes, please provide details _____

Will the Proposed Project cause Applicant's current operations within Jefferson County to be closed or be subjected to reduced activity?

Yes or No

If Yes, please provide details _____

If Yes to any of the above three (3) questions, Applicant must complete Section IV of this Application.

Revised Date: _____, Revision #: _____

Will the completion of the Project result in the abandonment, removal, or reduction of an industrial or manufacturing plant of a closely aligned competitor from one area of New York State or Jefferson County?

Yes or No

If Yes, please provide details _____

SBL Number for Property upon which proposed Project will be located: _____

What are the current real estate taxes on the proposed Project Site? \$4248.28

If amount of current taxes is not available, provide assessed value for each:

Land: \$ _____ Buildings(s): \$153,600

*** If available please include a copy of current tax bill.*

Are Real Property Taxes current? Yes or No. If no, please explain _____

Town/City/Village: Watertown School District: Watertown

Does the Applicant or any related entity currently hold fee title to the Project site? Yes or No

If No, indicate name of present owner of the Project Site: _____

Does Applicant or related entity have an option/contract to purchase the Project site? Yes or No

B) Please provide narrative of project and the purpose of the project (new build, renovations, and/or equipment purchases). Identify specific uses occurring within the project. Describe any and all tenants and any/all end users: (This information is critical in determining project eligibility): _____

Complete exterior and interior renovation of Globe Building into 11 market rate apartments and 14,000sf of commercial space. The building has been abandoned and neglected for many years and is a critical building for the continued redevelopment of downtown Watertown.

Describe the reasons why the Agency's Financial Assistance is necessary, and the effect the Project will have on the Applicant's business or operations. Focus on competitiveness issues, project shortfalls, etc... Your eligibility determination will be based in part on your answer (attach additional pages if necessary): _____

The property has a substantial real property tax liability without JCIDA assistance.

Revised Date: _____, Revision #: _____

Is there a strong possibility that the Project would not be undertaken but for the Financial Assistance provided by the Agency?

Yes or No

If Yes, please provide details: City 485-B program excludes "Residential" and does not participate in 485-A.

If the Project could be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be undertaken by the Agency: _____

Project will not move forward without assistance from the JCIDA. Real Property tax exemption in the form of a Lease Leaseback with PILOT is required to offset property tax liability.

If the Applicant is unable to obtain Financial Assistance for the Project, what will be the impact on the Applicant? _____

Please see above.

C) Will Project include leasing any equipment Yes or No

If Yes, please describe: _____

D) Site Characteristics:

Describe the present use of the proposed Project site: abandoned 28,000sf 2 story building on a zero lot line property.

Will the Project meet zoning/land use requirements at the proposed location? Yes or No

If Yes, please provide local zoning reference that applies: Local zoning supports proposed use.

For Renewable Energy Projects – provide acres leased or owned: _____

Describe the present zoning/land use: _____

Revised Date: _____, Revision #: _____

Describe required zoning/land use, if different: _____

If a change in zoning/land use is required, please provide details/status of any request for change of zoning/land use requirements: _____

Is the proposed project located on a site where the known or potential presence of contaminants is complicating the development/use of the property? If yes, please explain: No

Have site plans been submitted to the appropriate planning board or department?

Yes or No

** If yes, please provide the Agency with a copy of the related State Environmental Quality Review Act ("SEQR") Environmental Assessment Form that may have been required to be submitted along with the site plan application to the appropriate planning department. Please provide the Agency with the status with respect to any required planning department approval: _____

Has the Project received site plan approval from the planning department? Yes or No.

If Yes, please provide the Agency with a copy of the planning department approval along with the related SEQR determination.

E) Has a Phase I Environmental Assessment been prepared, or will one be prepared with respect to the proposed project site? Yes or No If yes, please provide a copy.

F) Have any other studies or assessments been undertaken with respect to the proposed project site that indicate the known or suspected presence of contamination that would complicate the site's development?

Yes or No. If yes, please provide copies of the study

G) Provide any additional information or details: asbestos survey and structural survey is complete.

H) Select Project Type for all end users at project site (you may check more than one):

Revised Date: _____, Revision #: _____

Document Date: 4/10/2023

** Please check any and all end users as identified below.

Industrial	<input type="checkbox"/>	Back Office	<input type="checkbox"/>
Acquisition of Existing Facility	<input type="checkbox"/>	Retail	<input type="checkbox"/>
Housing	<input type="checkbox"/>	Mixed Use	<input checked="" type="checkbox"/>
Equipment Purchase	<input type="checkbox"/>	Facility for Aging	<input type="checkbox"/>
Multi-Tenant	<input type="checkbox"/>	Civic Facility (not for profit)	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

** Will customers personally visit the Project site for either of the following economic activities? If yes with respect to either economic activity indicated below, complete the Retail Questionnaire contained in Section III of the Application.

Retail Sales: Yes or No

Services: Yes or No

For purposes of this question, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

I) Project Information:

Estimated costs in connection with Project:

Renewable Energy Projects use Cost Section on page 11.

- 1. Land and/or Building Acquisition: \$ 285,000
 _____ acres _____ square feet
- 2. New Building Construction: _____ square feet \$ _____
- 3. New Building Addition(s): _____ square feet \$ _____
- 4. Infrastructure Work \$ _____
- 5. Reconstruction/Renovation: 28,000 square feet \$ 3,200,000
- 6. Manufacturing Equipment: \$ _____
- 7. Non-Manufacturing Equipment (furniture, fixtures, etc.): \$ 150,000
- 8. Soft Costs: (professional services, etc.): \$ 400,000
- 9. Other, Specify: _____ \$ _____

TOTAL Capital Costs: \$ 4,035,000

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Renewable Energy Project: Project Costs

- 1. Project size _____ MWac _____ MWdc
- 2. Solar equipment costs \$ _____
(panels, racking, all solar equipment to inverters)
- 3. Site equipment and FF&E costs \$ _____
(on-production equipment from inverter to interconnection, including site fencing, security and other equipment)
- 4. Site work and land preparation costs \$ _____
(earthwork, roadways, landscaping, and site plan improvements, highway cuts, wetland mitigation and other onsite infrastructure costs)
- 5. All interconnection costs whether direct or indirect expense through utility \$ _____
- 6. All pre-development costs, including planning, engineering, site plan and permitting \$ _____
- 7. Battery storage costs \$ _____
- 8. Battery storage capacity _____ MWac _____ MWdc
- 9. All other soft costs including legal, planning and permitting \$ _____
- 10. Community benefit payments or impact fees \$ _____
- 11. Community adder \$ _____
- 12. Community or market transition credit \$ _____
- 13. Total annual lease amount for project \$ _____
- 14. Other (please identify): \$ _____

- Total: \$ _____

Have any of the above costs been paid or incurred as of the date of this Application? Yes or No

If Yes, describe particulars: _____

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Project refinancing; estimated amount

(for refinancing of existing debt only)

\$ _____

Sources of Funds for Project Costs:

Bank Financing:

\$ 1,902,000

Equity (excluding equity that is attributed to grants/tax credits)

\$ 1,475,000*

Tax Exempt Bond Issuance (if applicable)

\$ _____

Taxable Bond Issuance (if applicable)

\$ _____

Public Sources (Include sum total of all state and federal grants and tax credits)

\$ _____

Identify each state and federal grant/credit:

NYS DRI

\$ 558,000

National Grid

\$ 100,000

\$ _____

Total Sources of Funds for Project Costs:

\$ 4,035,000

Have any of the above costs been paid or incurred as of the date of this Application? Yes or No

If Yes, describe particulars: Acquisition is complete, construction drawings are complete and non-structural interior demolition is complete. *includes Tenant Improvement Allowances

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Mortgage Recording Tax Exemption Benefit: Amount of mortgage that would be subject to mortgage recording tax:

Mortgage Amount (include sum total of construction/permanent/bridge financing): \$ 2,560,000

Estimated Mortgage Recording Tax Exemption Benefit (product of mortgage Amount as indicated above multiplied by __%): \$ _____

Construction Cost Breakdown:

Total Cost of Construction \$ 3,350,000 (sum of 2,3,4,5, and/or 7 in Question I, above)

Cost for materials: \$ 1,815,000
 % sourced in Jefferson County: 80-100 %
 % sourced in New York State 0-20 % (including Jefferson County)
 List major material suppliers if known Liverpool Lumber, Erie Materials

Cost for labor: \$ 1,535,000
 Expected Full-Time Equivalent Jobs during construction 30-40
 Expected Total Labor Hours during construction 65,000
 List major subcontractors, if known TBD

Sales and Use Tax: Gross amount of costs for goods and services that are subject to State and local Sales and Use tax - said amount to benefit from the Agency's Sales and Use Tax exemption benefit:

\$ 1,815,000

Estimated State and local Sales and Use Tax Benefit (product of ___% multiplied by the figure, above):

\$ _____

*** Note that the estimate provided above will be provided to the New York State Department of Taxation and Finance. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to undertake the total amount of investment as proposed within this Application, and that the estimate, above, represents the maximum amount of sales and use tax benefit that the Agency may authorize with respect to this Application. The Agency may utilize the estimate, above, as well as the proposed total Project Costs as contained within this Application, to determine the Financial Assistance that will be offered.*

Real Property Tax Benefit:

Identify and describe if the Project will utilize a real property tax exemption benefit OTHER THAN the Agency's PILOT benefit: None

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JCIDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted in Section II(I) of the Application.

Percentage of Project Costs financed from Public Sector sources: Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above in Section II(I) of the Application.

J) For the proposed facility, please indicate the square footage for each of the uses outlined below:

*If company is paying for FFE for tenants, please include in cost breakdown

	Square Footage	Cost	% of Total Cost of Project
Manufacturing/Processing			
Warehouse			
Research & Development			
Commercial	14,000	100,000	TBD
Retail (see section K)			
Office			
Specify Other	14,000	50,000	

K) What is your project timetable (Provide dates):

1. Start date: acquisition of equipment or construction of facilities: 8/1/24
2. Estimated completion date of project: 8/1/25
3. Project occupancy – estimated starting date of operations: 8/1/25
4. Have construction contracts been signed? Yes or No
5. Has Financing been finalized? Yes or No

*** If constructions contracts have been signed, please provide copies of executed construction contracts and a complete project budget. The complete project budget should include all related construction costs totaling the amount of the new building construction, and/or new building addition(s), and/or renovation.*

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L) Is the proposed Project necessary to expand Applicant employment: Yes or No

Is the proposed Project necessary to retain existing employment: Yes or No

M) Employment Plan (Specific to the proposed project location):

	Current # of jobs at proposed project location or to be relocated at project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE jobs to be CREATED upon THREE Years after Project completion
**Full time (FTE)	0	0 2-3	2-3

** By statute, Agency staff must project the number of FTE jobs that would be retained and created if the request for Financial Assistance is granted. Agency staff will project such jobs over the Three-Year time period following Project completion. convert part-time jobs into FTE jobs by dividing the number of part-time jobs by two (2). A FTE job is one that works the equivalent of a 40-hour week for 48 weeks. A part-time job is one that works the equivalent of a 20-hour week for 24 weeks.

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	FTE	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management	1	30,000-35,000	
Professional			
Administrative	1	15,000-20,000	
Production			
Transportation/Logistics			
Warehousing			
Other	Leasing	15,000-20,000	
TOTAL			

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Employment at other locations in County/City/Town/Village: (provide address and number of employees at each location):

Location Address	4001 E. Genesee Street	
Full time	1	
Part Time	0	
Total	1	

N) Will any of the facilities described above be closed or subject to reduced activity? Yes or No

*** If any of the facilities described above are located within the State of New York, and you answered Yes to the question, above, you must complete Section IV of this Application.*

*** Please note that the Agency may utilize the foregoing employment projections, among other items, to determine the Financial Assistance that will be offered by the Agency to the Applicant. The Applicant acknowledges that the transaction documents may include a covenant by the Applicant to retain the number of jobs and create the number of jobs with respect to the Project as set forth in this Application.*

O) Is the proposed Project reasonably necessary to prevent the Applicant from moving out of New York State? Yes or No. Out of Jefferson County? Yes or No.

If yes, please explain and identify the other locations being investigated, type of assistance offered and provide supporting documentation if available: Pittsburgh, PA, Syracuse, NY, Buffalo, NY
 Our group is an Opportunity Zone Fund and can develop anywhere in US with an O-Zone.

P) What competitive factors led you to inquire about sites outside of Jefferson County or New York State? _____

Opportunity Zone, Building Stock, JCIDA benefits

Q) Have you contacted or been contacted by other Local, State and/or Federal Economic Development Agencies? Yes or No.

Have you applied, or intend to apply for additional Grant Funding, or tax incentives? Yes or No.

If yes, please identify which agencies and what other Local, State and/or Federal assistance and the assistance sought and dollar amount that is anticipated to be received: NYS-\$581,000, National Grid-\$100,000

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Section III Retail Questionnaire

To ensure compliance with Section 862 of the New York General Municipal Law, the Agency requires additional information if the proposed Project is one where customers personally visit the Project site to undertake either a retail sale transaction or to purchase services.

Please answer the following:

- A. Will any portion of the Project (including that portion of the cost to be financed from equity or other sources) consist of facilities or property that are or will be primarily used in making sales of goods or services to customers who personally visit the project site?

Yes or No. If the answer is yes, please continue. If no, proceed to section V

For purposes of Question A, the term "retail sales" means (i) sales by a registered vendor under Article 28 of the Tax Law of the State of New York (the "Tax Law") primarily engaged in the retail sale of tangible personal property (as defined in Section 1101(b)(4)(i) of the Tax Law), or (ii) sales of a service to customers who personally visit the Project.

- B. What percentage of the cost of the Project will be expended on such facilities or property primarily used in making sales of goods or services to customers who personally visit the project? 0-10% %. If the answer is less than 33% do not complete the remainder of the retail determination and proceed to section V.

If the answer to A is Yes AND the answer to Question B is greater than 33.33%, indicate which of the following questions below apply to the project:

1. Will the Project be operated by a not-for-profit corporation Yes or No.

2. Is the Project location or facility likely to attract a significant number of visitors from outside the economic development region (list specific County or ED region) in which the project will be located?

Yes or No

If yes, please provide a third-party market analysis or other documentation supporting your response.

3. Is the predominant purpose of the Project to make available goods or services which would not, but for the Project, be reasonably accessible to the residents of the municipality within which the proposed Project would be located because of a lack of reasonably accessible retail trade facilities offering such goods or services?

Yes or No

If yes, please provide a third-party market analysis or other documentation supporting your response.

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4. Will the Project preserve permanent, private sector jobs or increase the overall number of permanent, private sector jobs in the State of New York?

Yes or No.

If yes, explain _____

Potential commercial tenants may leave the area.

5. Is the Project located in a Highly Distressed Area? Yes or No

Section IV Inter-Municipal Move Determination

The Agency is required by State law to make a determination that, if completion of a Project benefiting from Agency Financial Assistance results in the removal of an industrial or manufacturing plant of the Applicant from one area of New York State to another area of the State; or in the abandonment of one or more plants or facilities of the Applicant located within the New York State, Agency Financial Assistance is required to prevent the Applicant from relocating out of the New York State, or is reasonably necessary to preserve the Applicant's competitive position in its respective industry.

Explain how the Agency's Financial Assistance is required to prevent the Project from relocating out of New York State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry: _____

Section V Adaptive Reuse Determination

(Adaptive Reuse is the process of adapting old structures or sites for new purposes)

Are you applying for a tax incentive under the Adaptive Reuse Program? Yes or No

If No, please proceed to next Section

A) What is the age of the structure (in years) ⁷⁰ _____

B) Has the structure been vacant or underutilized for a minimum of 3 years? (Underutilized is defined as a minimum of 50% of the rentable square footage of the structure being utilized for a use for which the structure was not designed or intended) Yes or No. How many years? at least 10+ years _____

C) Is the structure currently generating insignificant income? (Insignificant income is defined as income that is 50% or less than the market rate income average for that property class) Yes or No
If yes, please provide dollar amount of income being generated, if any \$0 income _____

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- D) Does the site have historical significance? Yes or No
- E) Are you applying for either State/Federal Historical Tax Credit Programs? Yes or No. If yes, provide estimated value of tax credits _____

F) Summarize the financial obstacles to development that this project faces without Agency or other public assistance. Please provide the Agency with documentation to support the financial obstacles to development (you will be asked to provide cash flow projections, documenting costs, expenses and revenues with and without IDA and other tax credits included indicating below average return on investment rates compared to regional industry averages): _____

City of Watertown does not offer 485-A NYS program which is designed for this type of project and Use to manage real property tax over 10 year ramp-up period.

- G) Briefly summarize the demonstrated support that you intend to receive from local government entities. Please provide the Agency documentation of this support in the form of signed letters from these entities:

City of Watertown Leadership has supported the need and demand for market

 rate apartments in downtown Watertown and the revitalization and

 investment in abandoned buildings in and around Public Square.

- H) Please indicate other factors that you would like the Agency to consider such as: structure or site presents significant public safety hazard and or environmental remediation costs, site or structure is located in distressed census tract, structure presents significant costs associated with building code compliance, site has historical significance, site or structure is presently delinquent in property tax payments:

Building is in significant disrepair. Will require major investment to improve interior

 and exterior of building as well as storefronts and facades. Currently an eye sore

 to the community with the recent investments in YMCA and City streetscape.

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Section VI: Estimate of Real Property Tax Abatement Benefits and Percentage of Project Costs financed from Public Sector sources

** Section V of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000
3,350,000	1,000,000			

*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
TOTAL							

*Estimates provided are based on current property tax rates and assessment values

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Percentage of Project Costs financed from Public Sector Table Worksheet:

Total Project Cost	Estimated Value of PILOT	Estimated Value of Sales Tax Incentive	Estimated Value of Mortgage Tax Incentive	Total of Other Public Incentives (Tax Credits, Grants, ESD Incentives, etc.)

Calculate %

(Est. PILOT + Est. Sales Tax+ Est. Mortgage Tax+ Other)/Total Project Costs: _____%

JCIDA will also complete a Cost-Benefit analysis using information contained within this Application, and available to the Public.

Section VII Representations, Certifications and Indemnification

Daniel Queri _____ (name of CEO or other authorized representative of Applicant) confirms and says that he/she is the Member _____ (title) of 302 Globe, LLC (name of corporation or other entity) named in the attached Application (the "Applicant"), that he/she has read the foregoing Application and knows the contents thereof, and hereby represents, understands, and otherwise agrees with the Agency and as follows:

- A. Job Listings: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- B. First Consideration for Employment: In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- C. Annual Sales Tax Filings: In accordance with Section 874(8) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be

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filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant. Copies of all filings shall be provided to the Agency.

- D. **Employment Reports:** The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, at least annually or as otherwise required by the Agency, reports regarding the number of people employed at the project site, salary levels, contractor utilization and such other information (collectively, "Employment Reports") that may be required from time to time on such appropriate forms as designated by the Agency. Failure to provide Employment Reports within 30 days of an Agency request shall be an Event of Default under the PILOT Agreement between the Agency and Applicant and, if applicable, an Event of Default under the Agent Agreement between the Agency and Applicant. In addition, a Notice of Failure to provide the Agency with an Employment Report may be reported to Agency board members, said report being an agenda item subject to the Open Meetings Law.
- E. The Applicant acknowledges that certain environmental representations will be required at closing. The Applicant shall provide with this Representation, Certification and Indemnification Form copies of any known environmental reports, including any existing Phase I Environmental Site Assessment Report(s) and/or Phase II Environmental Investigations. The Agency may require the Company and/or owner of the premises to prepare and submit an environmental assessment and audit report, including but not necessarily limited to, a Phase I Environmental Site Assessment Report and a Phase II Environmental Investigation, with respect to the Premises at the sole cost and expense of the owner and/or the Applicant. All environmental assessment and audit reports shall be completed in accordance with ASTM Standard Practice E1527-05, and shall be conformed over to the Agency so that the Agency is authorized to use and rely on the reports. The Agency, however, does not adopt, ratify, confirm or assume any representation made within reports required herein.
- F. The Applicant and/or the owner, and their successors and assigns, hereby release, defend and indemnify the Agency from any and all suits, causes of action, litigations, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements, fees or expenses of any kind or nature whatsoever (including, without limitation, attorneys', consultants' and experts' fees) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency, resulting from or arising out of any inquiries and/or environmental assessments, investigations and audits performed on behalf of the Applicant and/or the owner pursuant hereto, including the scope, level of detail, contents or accuracy of any environmental assessment, audit, inspection or investigation report completed hereunder and/or the selection of the environmental consultant, engineer or other qualified person to perform such assessments, investigations, and audits.
- G. **Hold Harmless Provision:** The Applicant acknowledges and agrees that the Applicant shall be and is responsible for all costs of the Agency incurred in connection with any actions required to be taken by the Agency in furtherance of the Application including the Agency's costs of general counsel and/or the Agency's bond/transaction counsel whether or not the Application, the proposed Project it describes, the attendant negotiations, or the issue of bonds or other transaction or agreement are ultimately ever carried to successful conclusion and agrees that the Agency shall not be liable for and agrees to indemnify, defend, and hold the Agency

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harmless from and against any and all liability arising from or expense incurred by: (i) the Agency's examination and processing of, and action pursuant to or upon, the Application, regardless of whether or not the Application or the proposed Project described herein or the tax exemptions and other assistance requested herein are favorably acted upon by the Agency; (ii) the Agency's acquisition, construction and/or installation of the proposed Project described herein; and (iii) any further action taken by the Agency with respect to the proposed Project including, without limiting the generality of the foregoing, all causes of action and attorney's fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. Applicant hereby understands and agrees, in accordance with Section 875(3) of the New York General Municipal Law and the policies of the Agency that any New York State and local sales and use tax exemption claimed by the Applicant and approved by the Agency, any mortgage recording tax exemption claimed by the Applicant and approved by the Agency, and/or any real property tax abatement claimed by the Applicant and approved by the Agency, in connection with the Project, may be subject to recapture and/or termination by the Agency under such terms and conditions as will be established by the Agency and set forth in transaction documents to be entered into by and between the Agency and the Applicant. The Applicant further represents and warrants that the information contained in this Application, including without limitation information regarding the amount of the New York State and local sales and use tax exemption benefit, the amount of the mortgage recording tax exemption benefit, and the amount of the real property tax abatement, if and as applicable, to the best of the Applicant's knowledge, is true, accurate and complete.

H. This obligation includes an obligation to submit an Agency Fee Payment to the Agency in accordance with the Agency Fee policy effective as of the date of this Application

I. By executing and submitting this Application, the Applicant covenants and agrees to pay the following fees to the Agency and the Agency's general counsel and/or the Agency's bond/transaction counsel, the same to be paid at the times indicated:

(i) a non-refundable \$_____ application and publication fee (the "Application Fee");

(ii) a \$_____ expense deposit for the Agency's Counsel Fee Deposit.

(iii) Unless otherwise agreed to by the Agency, an amount equal to _____ percent (_____%) of the total project costs.

(iv) All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel and/or the Agency's bond/transaction counsel, thus note that the Applicant is entitled to receive a written estimate of fees and costs of the Agency's general counsel and the Agency's bond/transaction counsel; and (2) other consultants retained by the Agency in connection with the proposed project, with all such charges to be paid by the Applicant at the closing.

J. If the Applicant fails to conclude or consummate the necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable proper or requested action, or withdraws, abandons, cancels, or neglects the Application, or if the Applicant is unable to find buyers willing to purchase the bond issue requested, or if the Applicant is unable to facilitate the sale/leaseback or lease/leaseback transaction, then, upon the presentation of an invoice, Applicant shall pay to the Agency, its agents, or assigns all actual costs incurred by

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the Agency in furtherance of the Application, up to that date and time, including but not necessarily limited to, fees of the Agency's general counsel and/or the Agency's bond/transaction counsel.

- K. The Applicant acknowledges and agrees that all payment liabilities to the Agency and the Agency's general counsel and/or the Agency's bond and/or transaction counsel as expressed in Sections H and I are obligations that are not dependent on final documentation of the transaction contemplated by this Application.
- L. The cost incurred by the Agency and paid by the Applicant, the Agency's general counsel and/or bond/transaction counsel fees and the processing fees, may be considered as a cost of the Project and included in the financing of costs of the proposed Project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.
- M. The Applicant acknowledges that it has been provided with a copy of the Agency's Policy for Termination of Agency Benefits and Recapture of Agency Benefits Previously Granted (the "Termination and Recapture Policy"). The Applicant covenants and agrees that it fully understands that the Termination and Recapture Policy is applicable to the Project that is the subject of this Application, and that the Agency will implement the Termination and Recapture Policy if and when it is so required to do so. The Applicant further covenants and agrees that its Project is potentially subject to termination of Agency financial assistance and/or recapture of Agency financial assistance so provided and/or previously granted.
- N. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- O. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- P. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency's involvement the Project.
- Q. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York

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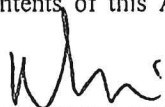
General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

R. The Applicant and the individual executing this Application on behalf of Applicant acknowledge that the Agency and its counsel will rely on the representations and covenants made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

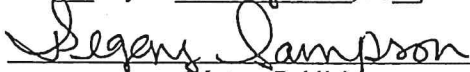
STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

Daniel Queri, being first duly sworn, deposes and says:

1. That I am the Member (Corporate Office) of 302 Globe, LLC (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 30th day of May, 2024


(Notary Public)

PEGGY SAMPSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SA6105506
Qualified in Jefferson County
My Commission Expires 2/9/28

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**PERMANENT
PUBLIC SEWER EASEMENT
Town of Hounsfield**

THIS INDENTURE, made the ____ day of ____, in the year 2024, between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, 800 Starbuck Avenue, Watertown, NY 13601, party of the first part, hereinafter designated as the Grantor, and the **TOWN OF HOUNSFIELD**, a municipal corporation of the State of New York, having an address of 18774 County Route 66, Watertown, New York 13601, on behalf of Town of Hounsfield Sewer District No. 1, collectively, party of the second part, and hereinafter designated the Grantee:

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, its successors, and assigns, forever, a Permanent and Perpetual Easement to be exercised in, on, over, under, though, and across the hereinafter described property for the purpose of constructing, laying, installing, replacing, relocating, operating, maintaining, cleaning, repairing, and removing sanitary sewer lines, and appurtenances of whatever type of material, so as to enable the transmission of sanitary waste through any line now on, under, or through said property or any line or lines to be hereafter placed upon, under, or through said property, as the Grantee may now or shall from time to time hereafter deem necessary for the transmission of sanitary waste (herein, the "Permanent Easement"), which said property is described as follows:

ALL that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, and State of New York being a strip of land twenty feet (20') in width, the center line of which being the approximate center line of the certain sewer pipeline(s) or appurtenances within tax parcel number(s) 81.00-1-13.1 and 82.00-3-2.2 as conveyed by Austin Powder Company to Grantee by deed recorded in the Jefferson County Clerk's Office at File No. 2013-00016113 on October 28, 2013, as shown on the attached map.

During and for the purpose of the construction of the sanitary sewer pipeline or pipelines, or appurtenances, the Grantee shall have the right to clear and use additional lands of Grantor (herein, the "Temporary Easement", and collectively herein with the Permanent Easement, the "Easements"), said Temporary Easements shall be a maximum of 10 feet in width on each side of the Permanent Easement.

The Grantee or its duly authorized representative or representatives shall also have the right at any time to extend lateral pipelines and appurtenances to all buildings now or hereafter constructed upon lots abutting said Permanent Easement, subject to the permissions granted by applicable fee owners.

The Grantee or its duly authorized representative or representatives shall have the right at any time to cut roots or remove trees and vegetation or other obstructions on or within said Permanent Easement which in the opinion of the Grantee may be likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and the rights

hereinabove described.

The Grantee shall, after the completion of initial construction or any other work required to be done in connection with the granting of the within Easements, restore the surface of, the surrounding ground to substantially its former condition (including grading and seeding as necessary) except for such trees or shrubs as have to be cut or removed in connection with the work of Installing the sewer pipelines, and appurtenances.

Reserving, however, to the Grantor of the above-described property and its successors in interest, the right and privilege of using such property, except for the erection of buildings or other structures over said line Permanent Easement, provided the exercise of such right and privilege does not interfere or is not likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and rights hereinabove described.

The Grantee or its duly authorized representative or representatives shall have the right at any time of ingress or egress, and regress, over and upon the Easements herein described for the purposes hereinbefore or hereinafter set forth with vehicles or machinery of any kind or on foot without Grantee becoming or being liable for trespass but required to undertake any and all restoration of damaged surface areas, improvements, personal property (including fences) and/or vegetation impacted by the exercise of said rights.

The Grantee hereby releases the Grantor from, agrees that the Grantor shall not be liable for, and agrees to indemnify, defend and hold the Grantor and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Grantee's exercise of rights pursuant to this Easement or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Easements and/or Grantor's property, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Grantor, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

At all times, including without limitation during any period of construction, maintenance, operation and/or replacement of the improvements permitted under this Easement, Grantee (along with its successors, assigns, and any agents, contractors or invitees accessing the Easements, and hereinafter, Permitted Invitees) shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to: (a) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Grantee and/or Permitted Invitee is required by law to provide, covering loss resulting from injury, sickness, disability or death of

employees of the Grantee and/or Permitted Invitee who access the Easements, (b) insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Grantee hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Grantee and/or any Permitted Invitee by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Grantee and/or any Permitted Invitee against any loss or liability or damage for personal injury or property damage. All insurance required by Section (b) above shall name the Grantor as an additional insured and certificate holder, with proof of insurance provided to Grantor at least five (5) days prior to accessing the Easements.

TO HAVE AND TO HOLD the rights hereby granted unto the Grantee, its successors, and assigns forever, and the said Grantor hereby covenant as follows:

FIRST: That the Grantee shall quietly enjoy the rights hereby granted.

SECOND: That the Grantor warrants that it is the current fee owner of the real estate encumbered by this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto caused these premises to be signed by its duly authorized representatives the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: Marshall Weir
Title: Chief Executive Officer

STATE OF NEW YORK)
 :SS
COUNTY OF JEFFERSON)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared Marshall Weir, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledge to me that he executed the same In his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Public

**PERMANENT
PUBLIC SEWER EASEMENT
Town of Hounsfield**

THIS INDENTURE, made the ____ day of____, in the year 2024, between **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, 800 Starbuck Avenue, Watertown, NY 13601, party of the first part, hereinafter designated as the Grantor, and the **TOWN OF HOUNSFIELD**, a municipal corporation of the State of New York, having an address of 18774 County Route 66, Watertown, New York 13601, on behalf of Town of Hounsfield Sewer District No. 1, collectively, party of the second part, and hereinafter designated the Grantee:

WITNESSETH, that the Grantor, in consideration of ONE DOLLAR (\$1.00) lawful money of the United States, the receipt of which is hereby acknowledged, and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, its successors, and assigns, forever, a Permanent and Perpetual Easement to be exercised in, on, over, under, though, and across the hereinafter described property for the purpose of constructing, laying, installing, replacing, relocating, operating, maintaining, cleaning, repairing, and removing sanitary sewer lines, and appurtenances of whatever type of material, so as to enable the transmission of sanitary waste through any line now on, under, or through said property or any line or lines to be hereafter placed upon, under, or through said property, as the Grantee may now or shall from time to time hereafter deem necessary for the transmission of sanitary waste (herein, the "Permanent Easement"), which said property is described as follows:

ALL that tract or parcel of land situate in the Town of Hounsfield, County of Jefferson, and State of New York being a strip of land twenty feet (20') in width, the center line of which being the approximate center line of the certain sewer pipeline(s) or appurtenances within tax parcel number(s) 81.00-1-14.1 as conveyed by Harroun Lumber Corporation to Grantee by deed recorded in the Jefferson County Clerk's Office at File No. 2007-00001843 on February 2, 2007, as shown on the attached map

During and for the purpose of the construction of the sanitary sewer pipeline or pipelines, or appurtenances, the Grantee shall have the right to clear and use additional lands of Grantor (herein, the "Temporary Easement", and collectively herein with the Permanent Easement, the "Easements"), said Temporary Easements shall be a maximum of 10 feet in width on each side of the Permanent Easement.

The Grantee or its duly authorized representative or representatives shall also have the right at any time to extend lateral pipelines and appurtenances to all buildings now or hereafter constructed upon lots abutting said Permanent Easement, subject to the permissions granted by applicable fee owners.

The Grantee or its duly authorized representative or representatives shall have the right at any time to cut roots or remove trees and vegetation or other obstructions on or within said Permanent Easement which in the opinion of the Grantee may be likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and the rights

hereinabove described.

The Grantee shall, after the completion of initial construction or any other work required to be done in connection with the granting of the within Easements, restore the surface of, the surrounding ground to substantially its former condition (including grading and seeding as necessary) except for such trees or shrubs as have to be cut or removed in connection with the work of Installing the sewer pipelines, and appurtenances.

Reserving, however, to the Grantor of the above-described property and its successors in interest, the right and privilege of using such property, except for the erection of buildings or other structures over said line Permanent Easement, provided the exercise of such right and privilege does not interfere or is not likely to interfere with or prevent the free and unrestricted use and exercise of the Permanent Easement and rights hereinabove described.

The Grantee or its duly authorized representative or representatives shall have the right at any time of ingress or egress, and regress, over and upon the Easements herein described for the purposes hereinbefore or hereinafter set forth with vehicles or machinery of any kind or on foot without Grantee becoming or being liable for trespass but required to undertake any and all restoration of damaged surface areas, improvements, personal property (including fences) and/or vegetation impacted by the exercise of said rights.

The Grantee hereby releases the Grantor from, agrees that the Grantor shall not be liable for, and agrees to indemnify, defend and hold the Grantor and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Grantee's exercise of rights pursuant to this Easement or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Easements and/or Grantor's property, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Grantor, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

At all times, including without limitation during any period of construction, maintenance, operation and/or replacement of the improvements permitted under this Easement, Grantee (along with its successors, assigns, and any agents, contractors or invitees accessing the Easements, and hereinafter, Permitted Invitees) shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to: (a) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Grantee and/or Permitted Invitee is required by law to provide, covering loss resulting from injury, sickness, disability or death of

employees of the Grantee and/or Permitted Invitee who access the Easements, (b) insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Grantee hereunder) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Grantee and/or any Permitted Invitee by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Grantee and/or any Permitted Invitee against any loss or liability or damage for personal injury or property damage. All insurance required by Section (b) above shall name the Grantor as an additional insured and certificate holder, with proof of insurance provided to Grantor at least five (5) days prior to accessing the Easements.

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SECOND: That the Grantor warrants that it is the current fee owner of the real estate encumbered by this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto caused these premises to be signed by its duly authorized representatives the day and year first above written.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: Marshall Weir
Title: Chief Executive Officer

STATE OF NEW YORK)
 :SS
COUNTY OF JEFFERSON)

On the ____ day of _____ in the year 2024, before me, the undersigned, personally appeared Marshall Weir, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledge to me that he executed the same In his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Public