

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: April 23, 2026

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

From: Chairman Robert Aliasso

Re: Notice of Board of Directors Meeting

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The Jefferson County Industrial Development Agency will hold its Board Meeting on **Thursday, May 7, 2026 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=R0t4VjRPdGJBZDJrL2JQYVVjKytDdz09>

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
Dorena Kimball
Dr. Gregory A. Gardner
Rob Aiken
Dr. Dawn M. Robinson
Charles Capone
Ryan Piche
Justin S. Miller, Esq.
Stephen Maier, Esq.
Media

BOARD MEETING AGENDA
Thursday, May 7, 2026 - 8:30 a.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Privilege of the Floor**
- IV. Minutes – April 2, 2026**
- V. Treasurer’s Report – April 30, 2026**
- VI. Committee Reports**
 - a. Alternative Energy Ad Hoc Committee**
 - b. Building & Grounds Ad Hoc Committee**
 - i. Jefferson County Corporate Park – (National Grid) Niagara Mohawk Power Corporation - Temporary Access Road Easement**
 - c. Loan Review Committee**
 - i. Convalt – Settlement Agreement**
- VII. Unfinished Business**
- VIII. New Business**
- IX. Counsel**
- X. Adjournment**

**Jefferson County Industrial Development Agency
Board Meeting Minutes
April 2, 2026**

DRAFT

The Jefferson County Industrial Development Agency held its board meeting on Thursday, April 2, 2026 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: None

Also Present: Dr. Dawn Robinson, Rob Aiken, Nancy Dutton, Peter Crump, Ryan Piche (Jefferson County Administrator)

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

Staff Present: Marshall Weir, Jay Matteson, Dorena Kimball, Peggy Sampson

- I. Call to Order:** Chairman Aliasso called the meeting to order at 8:47 a.m.
- II. Privilege of the Floor:** No one spoke.
- III. Minutes:** Minutes of the annual meeting held on March 5, 2026 were presented. A motion to approve the minutes as presented was made by Mr. Converse, seconded by Mr. Condino. All in favor. Carried.
- IV. Treasurer’s Report:** Mr. Warneck reviewed the new Dashboard prepared by Ms. Kimball for the period ending March 31, 2026. The Dashboard includes Key Performance Indicators, Capital Resources, Operating Statement and Budget. He said there is one RLF loan in the Key Performance Indicators and three defaulted loans in the RLF receivables (Convalt, LCO Destiny and Three Mile Bay Ventures). A motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Johnson.

Chairman Aliasso provided updates on the following:

LCO Destiny – He said they missed their due date (3/31/26) and Mr. Weir has been instructed to work with counsel and NCA on a letter to start the foreclosure process. Legal expenses will be paid by LCO Destiny.

Convalt Energy – He said Convalt is negotiating with our counsel on an offer we put out. Attorney Miller said they are working on the final details of a proposed settlement and hope to wrap it up before the end of this year. He said if it is perfected and finalized, they would bring it back to the Loan Review Committee and the Board for formal endorsement.

All in favor. Carried.

V. Committee Reports:

- a. Alternative Energy Committee** – Mr. Warneck said that Mr. Weir and Ms. Kimball joined him for a meeting with Neil Habig (AES Black River Soar). He said that Mr. Habig was quite surprised that we did not extend sales tax abatement. He said we have not heard whether they intend to close on the PILOT. Attorney Miller said he was asked to let AES know that the IDA is willing to extend the inducement to close by April 1st. He said he reached out to them three times over the course of March, and they didn't confirm their intention to close.

A motion was made by Mr. Warneck to delay the cancellation of the inducement until May 1, 2026, seconded by Mr. Condino. All in favor. Carried.

- b. Building and Grounds Committee** – No report.

VI. Unfinished Business: None.

VII. New Business: None.

VIII. Counsel: None.

IX. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Converse, seconded by Mr. Walldroff. All in favor. The meeting was adjourned at 9:02 a.m.

Respectfully submitted,

Peggy Sampson

Jefferson County Industrial Development Agency Management Dashboard
For the Four Months Ended April 30, 2026

KEY PERFORMANCE INDICATORS						Benchmark Target-2026	Amount of Change	Percent Change
2022	2023	2024	2025	2026				
Industrial Development Agency								
Pilot Applications - Solar	5	0	0	1	0	(1)	-100%	
Pilots Awarded - Solar	3	0	0	0	0	0	#DIV/0!	
Pilot Applications - Non-Solar	1	1	1	0	0	0	#DIV/0!	
Pilots Awarded - Non-Solar	0	2	1	0	0	0	#DIV/0!	
Sales Tax Exempt Application	1	0	1	0	0	0	#DIV/0!	
Sales Tax Exempt Awarded	1	0	1	0	0	0	#DIV/0!	
RLF Loan Applications	2	5	2	0	1	1	#DIV/0!	
RLF Loans Awarded	1	3	1	0	1	1	#DIV/0!	
Micro Loan Applications	1	2	1	0	0	0	#DIV/0!	
Micro Loans Awarded	1	1	1	0	0	0	#DIV/0!	
City Loan Applications	0	0	1	0	0	0	#DIV/0!	
City Loans Awarded	0	0	1	0	0	0	#DIV/0!	
Capital Resources								
	12/31/21	12/31/22	12/31/23	12/31/24	12/31/25	Bal @ 4/30/26	Amount of Change	Percent Change
Cash/Savings								
Unrestricted Checking	\$ 349,648	\$ 1,608,663	\$ 1,388,449	\$ 698,404	\$ 633,212	\$ 657,974	\$ 24,762	3.91%
Unrestricted Savings	\$ 1,414,033	\$ 258,472	\$ 258,734	\$ 258,997	\$ 59,098	\$ 559,143	\$ 500,045	846.14%
Pilot Checking	\$ -	\$ -	\$ -	\$ 16,377	\$ 1,606	\$ -	\$ (1,606)	-100.00%
RLF Checking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
RLF Savings	\$ 1,918,955	\$ 2,455,403	\$ 2,159,504	\$ 2,071,678	\$ 2,181,788	\$ 2,122,524	\$ (59,263)	-2.72%
Microenterprise Checking	\$ 94,338	\$ 106,311	\$ 93,587	\$ 104,436	\$ 139,152	\$ 148,394	\$ 9,243	6.64%
City Checking	\$ 207,871	\$ 287,877	\$ 287,877	\$ 42,516	\$ 62,506	\$ 68,750	\$ 6,244	9.99%
Total	\$ 3,984,844	\$ 4,716,726	\$ 4,188,151	\$ 3,192,408	\$ 3,077,361	\$ 3,556,786	\$ 479,424	15.58%
RLF Receivables	Original Loan	12/31/25	1/31/26	2/28/26	3/31/26	4/30/26	5/31/26	Pay-off
Convall Energy, LLC	\$ 1,050,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 850,000		\$ 1,099,124
JCIDA	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000		\$ -
LCO Destiny, LLC	\$ 325,182	\$ 207,046	\$ 207,046	\$ 207,046	\$ 207,046	\$ 207,046		\$ 251,877
Marzano Excavating, LLC	\$ 120,000	\$ 109,506	\$ 109,506	\$ 109,041	\$ 108,574	\$ 108,104		\$ -
The Treehouse Hourly Child Care, LLC	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000		\$ 30,000
Three Mile Bay Ventures, LLC	\$ 250,000	\$ 242,174	\$ 242,174	\$ 242,174	\$ 242,174	\$ 241,594		\$ 278,746
Totals	\$ 2,475,182	\$ 2,108,725	\$ 2,108,725	\$ 2,108,260	\$ 2,107,793	\$ 2,136,743	\$ -	\$ 1,659,746
Micro Receivables								
Colleen's Cherry Tree Inn	\$ 23,627	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,734	\$ 18,734		\$ 18,825
Clayton Island Tours, LLC	\$ 40,000	\$ 20,158	\$ 19,486	\$ 18,810	\$ 18,130	\$ 17,448		\$ -
Droin Distribution LTD	\$ 20,000	\$ 16,464	\$ 16,160	\$ 15,854	\$ 15,546	\$ 15,237		\$ -
Painfull Acres	\$ 53,192	\$ 5,458	\$ 5,458	\$ 5,458	\$ 5,458	\$ 5,186		\$ -
Pink Kettle, LLC	\$ 24,800	\$ 8,963	\$ 8,963	\$ 8,963	\$ 8,963	\$ 8,963		\$ 9,215
Taste of Design	\$ 20,025	\$ 5,736	\$ 5,736	\$ 5,736	\$ -	\$ -		\$ -
Willowbrook Enterprise, INC.	\$ 40,000	\$ 9,442	\$ 8,009	\$ 8,009	\$ 7,288	\$ 6,564		\$ -
Totals	\$ 221,643	\$ 84,955	\$ 82,545	\$ 81,563	\$ 74,120	\$ 72,132	\$ -	\$ 28,040
Miscellaneous Receivables								
4XL, LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000		\$ 3,000
302 Globe, LLC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000		\$ 2,000
Colleen's Cherry Tree Inn	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30		\$ 30
Convall Energy, LLC	\$ 49,947	\$ 49,947	\$ 49,947	\$ 38,717	\$ 38,717	\$ 38,717		\$ 38,717
Three Mile Bay Ventures, LLC	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400	\$ 36,400		\$ 36,400
Totals	\$ 86,377	\$ 86,377	\$ 86,377	\$ 75,147	\$ 75,147	\$ 80,147	\$ -	\$ 80,147
Watertown Economic Growth Fund								
Hale's Bus Garage LLC	\$ 250,000	\$ 244,418	\$ 243,140	\$ 242,105	\$ 241,066	\$ -		\$ -
Totals	\$ 3,033,202	\$ 2,524,476	\$ 2,520,787	\$ 2,507,076	\$ 2,498,125	\$ 2,289,022	\$ -	\$ 1,767,933

OPERATING STATEMENT										April YTD 2026	Amount of Change	Percent Change	BUDGET 2026	April YTD vs. 2026 Budget	Percent Change	
2022	2023	2024	2025	2026	2026	Change	Change									
Revenue:																
Application & Process Fees	\$ 28,250	\$ 56,752	\$ 57,254	\$ 4,998	\$ -	\$ (4,998)	-100.00%	\$ 0	\$ 0	#DIV/0!						
PILOT/Sale Leaseback Fees	\$ 1,006,867	\$ 281,685	\$ 63,028	\$ -	\$ 21,500	\$ 21,500	#DIV/0!	\$ 655,900	(\$634,400)	-96.72%						
Fee Income - RLF Program	\$ 54,278	\$ 43,422	\$ 66,223	\$ 42,133	\$ 450	\$ (41,683)	-98.93%	\$ 15,000	(\$14,550)	-97.00%						
Fee Income - Micro Program	\$ 31,459	\$ 24,187	\$ 8,160	\$ 9,805	\$ -	\$ (9,805)	-100.00%	\$ 8,000	(\$8,000)	-100.00%						
Airport Grants	\$ -	\$ 392,651	\$ -	\$ 451,944	\$ -	\$ (451,944)	-100.00%	\$ 0	\$ 0	#DIV/0!						
Grant Income - Federal ARPA	\$ 3,351,000	\$ -	\$ 792,000	\$ 916,000	\$ -	\$ (916,000)	-100.00%	\$ 0	\$ 0	#DIV/0!						
Interest Income - RLF Program	\$ 28,463	\$ 34,656	\$ 59,099	\$ 69,375	\$ 2,846	\$ (66,529)	-95.90%	\$ 29,000	(\$26,154)	-90.18%						
Interest Income - City Program	\$ 1,945	\$ -	\$ 1,250	\$ 14,937	\$ 4,944	\$ (9,993)	-66.90%	\$ 14,551	(\$9,607)	-66.02%						
Interest Income - Micro Program	\$ 10,265	\$ 7,197	\$ 6,023	\$ 5,324	\$ 876	\$ (4,448)	-83.54%	\$ 3,600	(\$2,724)	-75.66%						
Late Pymt Penalty - Micro	\$ 331	\$ 234	\$ 178	\$ -	\$ 370	\$ 370	#DIV/0!	\$ 0	\$ 370	#DIV/0!						
Miscellaneous Income	\$ 6,243,755	\$ 3,451,213	\$ 31,684	\$ (380)	\$ 46	\$ 426	-112.19%	\$ 1,200	(\$1,154)	-96.14%						
Total Revenue	\$ 10,756,614	\$ 4,291,997	\$ 1,084,900	\$ 1,514,135	\$ 31,034	\$ (1,483,102)	-97.95%	\$ 727,251	(\$696,217)	-95.73%						
Expenses:																
Admin Service Expenses	\$ 792,256	\$ 412,577	\$ 654,225	\$ (59,475)	\$ -	\$ 59,475	-100.00%	\$ 655,451	(\$565,451)	-100.00%						
Grant Expense - Federal ARPA	\$ 2,351,000	\$ 3,341,567	\$ 292,000	\$ 916,000	\$ -	\$ (916,000)	-100.00%	\$ 0	\$ 0	#DIV/0!						
Professional Fees	\$ 11,400	\$ 21,900	\$ 19,800	\$ 23,250	\$ -	\$ (23,250)	-100.00%	\$ 25,000	(\$25,000)	-100.00%						
Legal Fees	\$ 70,247	\$ 34,295	\$ 47,316	\$ 78,610	\$ 5,922	\$ (72,688)	-92.47%	\$ 58,000	(\$52,078)	-89.79%						
Insurance	\$ 51,781	\$ 22,565	\$ 25,983	\$ 30,016	\$ 11,855	\$ (18,160)	-60.50%	\$ 26,000	(\$14,145)	-54.40%						
Taxes	\$ 2,800	\$ 3,238	\$ 3,462	\$ 4,093	\$ 4,334	\$ 241	5.88%	\$ 15,000	(\$10,666)	-71.11%						
RLF Program Expense	\$ 54,300	\$ 43,455	\$ 66,223	\$ 44,133	\$ -	\$ (44,133)	-100.00%	\$ 15,000	(\$15,000)	-100.00%						
Micro Program Expense	\$ 31,459	\$ 24,120	\$ 10,036	\$ 7,929	\$ -	\$ (7,929)	-100.00%	\$ 6,000	(\$6,000)	-100.00%						
Other Expenses	\$ 5,996,087	\$ 199,720	\$ 390,782	\$ 368,319	\$ 22,063	\$ (346,256)	-94.01%	\$ (3,300)	\$ 25,363	-768.57%						
Total Expenses	\$ 9,361,330	\$ 4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 44,174	\$ (1,368,700)	-96.87%	\$ 707,151	(\$662,977)	-93.75%						
Net Profit/Loss	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (13,140)	\$ (114,402)	-112.98%	20,100	(\$33,240)	-165.37%						
Grand Total Expenses	\$ 9,361,330	\$ 4,103,437	\$ 1,509,828	\$ 1,412,874	\$ 44,174	\$ (1,368,700)	-96.87%	707,151	(\$662,977)	-93.75%						
Net Profit/Loss Before Depreciation	\$ 1,395,284	\$ 188,561	\$ (424,928)	\$ 101,261	\$ (13,140)	\$ (114,402)	-112.98%	20,100	(\$33,240)	-165.37%						
Depreciation Expense	\$ 79,647	\$ 135,287	\$ 79,647	\$ 16,296	\$ 5,432	\$ (10,864)	-66.67%	\$ 16,500	(\$11,068)	-67.08%						
Profit/(Loss)	\$ 1,315,638	\$ 53,273	\$ (504,575)	\$ 84,966	\$ (18,572)	\$ (103,538)	-121.86%	\$ 3,600	(\$22,172)	-615.89%						

Jefferson County IDA
Cash Disbursements Journal
For the Period From Apr 1, 2026 to Apr 30, 2026

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/7/26	8273	200001 100001	Invoice: 3/30/26 JEFFERSON COUNTY INDUSTRIAL	384.57	384.57
4/7/26	8274	200001 100001	Invoice: 8509 RIVERSIDE MEDIA GROUP	450.00	450.00
4/7/26	8275	200001 100001	Invoice: 3/3/26 SACKETS HARBOR LDC	290.12	290.12
4/27/26	8276	200001 100001	Invoice: 29906 LAFAVE, WHITE & MCGIVERN	3,200.00	3,200.00
	Total			4,324.69	4,324.69

**Jefferson County Industrial Development Agency
Building and Grounds Ad hoc Committee Meeting Minutes
April 30, 2026**

Present: John Condino, Chair; Rob Aiken, Paul Warneck
Zoom: Rob Aliasso

Absent: David Converse, Lisa L’Huillier, Dr. Gregory Gardner

Also Present: Marshall Weir, Jay Matteson, Robin Stephenson
Zoom: Justin Miller, Esq., Dr. Dawn Robinson

I. Call to Order: Chair Condino called the meeting to order at 8:54 a.m.

II. Other/Unfinished Business –

1. Jefferson County Corporate Park – (National Grid) Niagara Mohawk Power Corporation Temporary Access Road Easement Request –

Attorney Miller said he has been working with National Grid’s legal department directly for the temporary easement request (700 feet of temporary road). He said we learned that the temporary roadway is requested and needed in connection with what has been approved for Grid to upgrade the Coffeen Street substation and a large transmission line to serve that will stretch from Onondaga up into the city. It is a large project, and they need a few years of time and access through IDA owned land to take the long lead time for construction activity. They have confirmed their permitting is all in place.

Attorney Miller said he added the insurance and indemnification provisions in the redline version handed out today. He said that he let National Grid know that the committee will review the revisions and possibly advance it to the full board for formal approval subject to: they offered for an undefined 5 year period to pay \$1,300 which would be about \$24 a month, so it is up to the board to consider what they consider a fair price for a 5 year period and Grid picking up our costs and expenses incurred to deliver this right to them.

Attorney Miller said in other counties where there are significant size transmission distribution or substation work going on that helps industrial or manufacturing or direct IDA projects, IDA’s have worked with the utility to put together an agent agreement to provide sales tax assistance if they want it, and if we are inclined to provide it, with an eye on using this as a direct way to generate administrative fee income. He said they have not circled back on it.

Attorney Miller said they included a term for the temporary easement to start whenever they start construction, which is undefined and then run for five years from that, which is undefined. He said he revised it to say that it is five years from the date of signing. He said they will have to give us insurance when they go on the site. He said language has been added to restore the site to its current condition when they are done.

**Jefferson County Industrial Development Agency
Building and Grounds Ad hoc Committee Meeting Minutes
April 30, 2026**

Jefferson County Corporate Park – (National Grid) Niagara Mohawk Power Corporation Temporary Access Road Easement Request – continued

A motion was made by Mr. Warneck to move the temporary road access easement to the full board for their consideration, seconded by Mr. Aiken. All in favor.

2. Grants

- **Power Up (Empire State Development)** – Chair Condino said there was a recent announcement that we received the Power Up grant. Mr. Weir said the total project cost is \$190,000 and we were awarded \$170,000 to extend up to 4 MW of power from Paddy Hill to our Airport Park (18 telephone poles). He said we will apply for a grant from National Grid to cover our \$20,000 match. It was noted that the quote from National Grid is good for 90 days.

Mr. Warneck asked if we have any conceptual layouts for the Airport Park. Mr. Weir said we do not have any layouts at this time but we have discussed doing them.

- **Fast Track B (Empire State Development)** – Mr. Weir said we are working on this grant application to get some other aspects of the build out covered under the grant.

Status of land acquisitions by the County – Chair Condino said the County is buying two properties (the Eisenhower Property and the Geng Property). He said they are working on completing Phase I/wetlands and once the reports are completed the County can make a decision on closing. Then we will have the footprint of 200+ acres (IDA property and County property) to market and develop it.

- III. Adjournment:** With no further business before the committee, Mr. Warneck made a motion to adjourn the meeting, seconded by Mr. Aiken. The meeting was adjourned at 9:28 a.m.

Respectfully submitted,

Peggy Sampson

TEMPORARY ACCESS ROAD EASEMENT

THIS TEMPORARY ACCESS ROAD EASEMENT ("Easement") made this ____ day of _____, 20__, by **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit Corporation**, having an address at 800 Starbuck Avenue, Suite 800, Watertown, New York 13601-1641, (hereinafter called "Grantor" whether one or more) and **NIAGARA MOHAWK POWER CORPORATION**, a New York Corporation with its principal office and place of business at 300 Erie Boulevard West, Syracuse, New York, 13202, (hereinafter referred to as "Grantee").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Grantor does hereby grant, bargain, sell, convey and deliver unto Grantee, its successors and assigns, a non-exclusive and temporary right of way and easement (the "Temporary Easement"), such Temporary Easement being forty feet (40') wide, as approximately shown on Exhibit "A", attached hereto and made a part hereof, for the limited purposes of locating, surveying, constructing, maintaining, repairing, replacing, using and removing a temporary access road, along with all restoration activities required pursuant hereto (the "Temporary Access Road") to permit the unobstructed passage of persons, vehicles, equipment and/or machinery over and through the hereinafter described land located within the following property in over and through the hereinafter described land located within the following property in Town of Watertown, County of Jefferson, and State of New York described as follows:

The "Real Property" is defined as: PORTIONS OF ALL-THAT TRACT OR PARCEL OF LAND situated in the Town of Watertown, County of Jefferson, State of New York, known as County Route 196, conveyed to Grantor and further described in that certain deed dated April 27, 1976, and recorded with the Jefferson County Clerk's office in Liber 872 of Deeds at Page 400, and further identified as Tax Map Parcel No. 73.20-1-12.

Grantor reserves the right to use the Temporary Access Road area for Grantor's purposes, provided such use does not conflict with the terms and conditions of this Temporary Easement or otherwise hinder, conflict, or interfere with Grantee's rights hereunder, ~~and further provided that Grantor shall repair any damage arising out of Grantor's use of the Temporary Access Road.~~ Grantor shall not construct (or permit the construction of) any temporary or permanent improvements upon or across the Temporary Access Road area during the term hereof.

The consideration received for the Temporary Easement includes payment for reasonable anticipated damages caused by the use of the Temporary Access Road. The Grantee shall, prior to the expiration of the term hereof, 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 Temporary Access Road, and/or any trees or shrubs that may impede the lawful and safe use of the Temporary Access Road.

In addition to the purposes set forth above, the rights granted under this Temporary Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of

establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, surveying, and inspecting the Temporary Access Road.

The Grantee, for itself, and on behalf of its successors and assigns, 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 Temporary Easement or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Temporary Easement 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 include acceptance and tender of defense for any and all notices of claim filed naming the Grantor, except for 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. The foregoing indemnifications shall run with the land.

Grantee's use of the Temporary Access Road shall be for a period (the "Term") commencing as of the date hereof and continuing for a maximum term of Five (5) Years, on the date upon which Grantor executes this Easement ("Execution Date") and terminating on the earlier of (i) the date upon which Grantee completes its work and has no further use for the Temporary Access Road, or (ii) the date that is sixty (60) months from the date of construction commencement.

Grantee shall have the right to clear and keep the Temporary Access Road cleared of all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, though Grantee has no obligation to do so, and Grantee shall not be liable for damages caused by keeping the Temporary Access Road clear of such trees, brush, undergrowth, buildings, structures, improvements or other obstructions in the exercise of its rights hereunder. Except for damages arising from the foregoing and excluding reasonable anticipated damages for which consideration has already been paid, Grantee shall repair any and all extraordinary damage done to the Temporary Access Road caused by the exercise of any rights granted hereby. Further, Grantee shall restore the Temporary Access Road and adjacent surface area disturbed during Grantee's use, as much as is reasonably practicable, to substantially the same condition that existed immediately preceding Grantee's use of the Temporary Access Road.

Grantee understands that Grantor has not inspected the condition of the Temporary Access Road and surrounding properties. Grantee's right to enter the property and utilize the road is on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the Property and the Temporary Access Road in its current condition, with all defects, if any.

Grantee may not freely assign the rights hereby granted, either in whole or in part. This Temporary Easement and all of its terms, provisions and obligations therein shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

At all times, including without limitation during any period of construction, maintenance, operation and/or replacement of the improvements permitted under this Temporary Easement, Grantee (along with its successors, assigns, and any agents, contractors or invitees accessing the Temporary Easement area, Temporary Access Road, Real Property and/or Grantor's Property, 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 Temporary Easement, (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 the Grantor and/or any Permitted Invitee accessing the Temporary Easement.

This Temporary Easement may be executed in several counterparts, each of which shall be an original of this Temporary Easement but all of which, taken together, shall constitute one and the same Temporary Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein. ~~Jefferson County Industrial Development Agency.~~

This Temporary Easement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Easement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Temporary Easement) in executing this Temporary Easement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Temporary Easement is free and voluntary; this Temporary Easement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the Instrument.

Notary Public

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STATE OF NEW YORK)

COUNTY OF _____) SS.:

On the ____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of Jefferson County Industrial Development Agency, a public benefit Corporation, the company described in and which executed the above instrument; and that he/she signed his name thereto by authority of the company.

Notary Public

GRANTEE: NIAGARA MOHAWK POWER CORPORATION

By: _____

Name: James M. Zuccolotto

Title: Authorized Representative

STATE OF NEW YORK)

COUNTY OF ONONDAGA) SS.:

On the _____ day of _____ in the year 20____, before me personally came **James M. Zuccolotto**, to me known, who, being by me duly sworn, did depose and say that he resides at 300 Erie Boulevard West, Syracuse, New York, that he is the (president or other officer or director or attorney in fact duly appointed) of the **Niagara Mohawk Power Corporation**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Notary Public

EXHIBIT A

Survey Sketch

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
April 30, 2026**

Present: John Condino, Charles Capone
Zoom: Rob Aliasso

Absent: David Converse (Chair)

Also Present: Marshall Weir, Jay Matteson, Dorena Kimball, Peggy Sampson, William Johnson, Paul Warneck, Rob Aiken
Zoom: David Capriotti, Esq. and Justin Miller, Esq. (Harris Beach), Dr. Dawn Robinson

- I. **Call to Order:** Mr. Condino called the meeting to order at 8:15 a.m.
- II. **Pledge of Allegiance**
- III. **Loans**
 1. **Convalt Energy update –**

At 8:22 a.m. a motion was made by Mr. Capone to enter into executive session to discuss litigation strategy in JCIDA v. Convalt case, seconded by Mr. Condino. All in favor.

At 8:40 a.m. a motion was made by Mr. Aliasso to leave executive session, seconded by Mr. Condino.

A motion was made by Mr. Aliasso to ratify a settlement agreement and move it to the full board of directors for consideration, seconded by Mr. Condino. All in favor.
 2. **Pink Kettle –** The loan is currently 9 months behind. Late fees due are \$252.72; the loan balance as of 4/30/26 is \$9,215.38. Ms. Kimball said she has sent several late loan letters; the most recent was sent certified return mail and we did receive the certification back. She said she has also called several times. There has been no communication from April Miralles. Ms. Kimball reported that the business closed their mall store in February. The Committee asked staff to look into the personal guaranty and update the board next week.
- IV. **Other/Unfinished Business –**
 1. **Preliminary discussion for housing project in Sackets Harbor, NY –** Mr. Weir said Corry Lawler has submitted a draft PILOT application to construct 4 buildings (64 one and two bedroom units at 1,350 square feet each) at the Madison Barracks site. He said he told Mr. Lawler that this would be considered as a stand-alone application not a continuation of the original 2012 project.

**Jefferson County Industrial Development Agency
Loan Review Committee Meeting Minutes
April 30, 2026**

Preliminary discussion for housing project in Sackets Harbor, NY – continued
Mr. Warneck said this is a dramatic change from the 2012 project and believes new planning board approvals and SEQR are needed. Mr. Condino said that he agrees with Mr. Warneck's assessment.

Dr. Robinson joined the meeting at 8:52 a.m.

Mr. Aliasso asked where this project fits in our current UTEP. Mr. Condino said it is incumbent on Mr. Lawler to make the argument.

- V. **Adjournment:** With no further business before the committee, Mr. Aliasso made a motion to adjourn the meeting, seconded by Mr. Condino. The meeting was adjourned at 8:54 a.m.

Respectfully submitted,
Peggy Sampson

**Jefferson County Industrial Development Agency
Loan Review Committee**

Date: 04/30/26

Borrower: Pink Kettle, LLC

Owner: April C. Miralles

Amount:	Original (2022)	\$24,800	Terms:	<u>5 year loan, 5% interest</u>
	Maturity	3/1/2027		
	Monthly payment	468.01		
	Late fees due as of 4/30/26	252.72		
	Balance as of 4/30/26	\$9,215.38		

Status update:

Currently, the loan is behind 9 months. The last payment was received August 2025. The owner has not been responding to late loan letters. The most recent late loan letter was sent certified return receipt on 4/21/26.

