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: August 20, 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

The Jefferson County Industrial Development Agency will hold its Board Meeting on **Thursday, September 3, 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
Rob Aiken
Dr. Dawn M. Robinson
Charles Capone
Ryan Piche
Justin S. Miller, Esq.
Stephen Maier, Esq.
Media

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BOARD MEETING AGENDA
Thursday, September 3, 2026 - 8:30 a.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Privilege of the Floor**

IV. **Minutes – August 6, 2026**

V. **Treasurer's Report – August 31, 2026**

VI. **Committee Reports**

   a. **Alternative Energy Ad Hoc Committee**

   b. **Building & Grounds Ad Hoc Committee**

   c. **Loan Review Committee**

VII. **Unfinished Business**

VIII. **New Business**

IX. **Counsel**

   1. **Authorizing Resolution No. 09.03.2026.01 for MDD, LLC Project (Eagle Beverage) – Assignment Authorization**

X. **Executive Session**

XI. **Adjournment**

Jefferson County Industrial Development Agency
Board Meeting Minutes
August 6, 2026

DRAFT

The Jefferson County Industrial Development Agency held its board meeting on Thursday, August 6, 2026 in the board room at 800 Starbuck Avenue, Watertown, NY.

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

Excused: None

Absent: None

Also Present: Charles Capone, Kenneth Knapp (Town of Clayton), Jennifer Kingsley (Town of Lyme Deputy Supervisor), Peter Crump (DRC), Nancy Dutton (DRC)
Zoom: Justin Miller, Esq. (Harris Beach), Rob Aiken, Dr. Dawn Robinson, 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 8:22 a.m.

II. **Minutes:** Minutes of the meeting held on July 9, 2026 were presented. A motion to approve the minutes as presented was made by Ms. L'Huillier, seconded by Mr. Condino. All in favor. Carried.

III. **Treasurer's Report:** Mr. Warneck reviewed the Dashboard prepared by Ms. Kimball for the period ending July 31, 2026. The Dashboard includes Key Performance Indicators, Capital Resources, Operating Statement and Budget. There are no pending applications. The unrestricted checking is down significantly. The delinquent accounts were discussed (Convalt Energy, Three Mile Bay Ventures, Colleen's Cherry Tree Inn and Pink Kettle). Colleen's Cherry Tree Inn is open, and the building is listed for sale. Their parking lot is in the right-of-way, and DOT has marked it and put up detour signs. A motion was made by Mr. Warneck to accept the financial statement as presented, seconded by Mr. Condino. All in favor. Carried.

Peter Crump entered the meeting at 8:27 a.m.

IV. **Committee Reports:**

a. **Alternative Energy Committee** – Mr. Warneck said there continues to be statewide growing opposition to the large-scale solar projects. He said the state is not making it easy for local communities.

Nancy Dutton entered the meeting at 8:30 a.m.

V. **Privilege of the Floor:**

Kenneth Knapp (Deputy Supervisor Renewable Energy Liaison for the Town of Clayton) – Mr. Knapp came to talk about solar and tax abatement. He is asking the IDA flat out not to consider it. He stated that their legal representation and the Town of Lyme's legal representation are engaged in the ORES processes. He does not understand why they were not involved in any kind of discussion with the developer period.

Kenneth Knapp – continued
He said they recently learned through the Jefferson County Board of Legislature Resolution No. 219 that suddenly they are going to be cut completely out of this and being treated exactly like the State of New York treats them.

Mr. Knapp said the developers are forced under ORES regulations to come to a local community and provide and negotiate a host community benefit. He said they are fighting these people, spending taxpayer dollars to fight them and now we are considering giving them tax abatement. He wondered why the IDA and the county are suddenly at odds with their own townships. He said 6 years ago he came before this board with the former supervisor and legal representation and had a great conversation about zero tax abatement, because with this one singular pot of money the best method to handle this is through a Host Community Agreement (HCA) which gives the local taxing jurisdictions that are most impacted, the most control and the most influence over the processes. If we take that away from them then they have no leverage.

Jennifer Kingsley entered the meeting at 8:33 a.m.

Mr. Knapp said HCA allows the local community (the taxing jurisdiction most impacted) to negotiate directly as they have in the past with the developer and they can ensure that the affected school districts are taken care of; they can ensure all of the things that are not factored into the ORES processes are covered. The developer cannot get their application approved unless they show a host community benefit, which the HCA is the best vehicle to do that.

Mr. Knapp implores the county and the IDA to not reverse course. He checked with the longtime supervisor Justin Taylor, and longtime legislator and former chairman Scott Gray to learn that the policy for the county has been since 2010 that there is no abatement on unwanted projects.

Mr. Knapp said that he advised the county at their meeting that it is a good idea to get legal counsel so if the township is not capable, that's one thing, but that is a separate issue from suddenly handing out tax abatements – giving away potential tax dollars. He asked not to consider it and please argue against it. He said that he is going to be lobbying every legislator and whoever it takes to turn this around because they were knocked flat and shocked that suddenly the county is doing a 180 without even speaking to the very townships most affected because this is a critical issue for their town. He said to let them do their job for the people of the township that elected them because they know how to handle this.

Jennifer Kingsley (Deputy Supervisor for the Town of Lyme, Citizen Town of Lyme) – Ms. Kingsley said she completely agrees with what Mr. Knapp said. She said her town has been working diligently to try to avoid having any more solar come. They were the town that had a solar fire in 2023. Their citizens have created a concerned citizens committee on solar and have done tons of outreach. She suggested reading the comments on the NYS sites for the projects because there are hundreds and hundreds of comments; their citizens don't want the solar in their town and asked not to give them tax exemptions because it's not going to be good for anybody.

Mr. Warneck said it is important to point out that we have no applications, and we've had no substantive negotiations with any of these projects yet. He said until we do, it has been a longstanding policy of this board that every taxing jurisdiction is in the room. He said this board has a long history to never imposed a PILOT against the will of one of the taxing jurisdictions. From Mr. Warneck's understanding, the county is seeking the same type of representation that the town has to represent them. He said the county wants to have a unified presence by all the taxing jurisdictions against these projects. He said the only reason sales tax was brought up as an issue is because we had a request from a developer. In the past, there was no sales tax abatement on solar; whether or not that's changed we don't know yet, but just because they offer it doesn't mean we're going to grant it.

Mr. Knapp said he has a problem with the other half of the county resolution that basically laid out a pathway that stated about tax abatements, incentive packages, etc. and he feels that doesn't need to be included just hiring an attorney. Mr. Warneck said there are pitfalls either way (full taxation or 487).

Chairman Aliasso stated that any application that we get falls under the UTEP. In the case of a deviation, all parties have a seat at the table, so either way they have a say in the rules or will have a say in the new rules if there is a change in the UTEP.

Mr. Johnson said Mr. Knapp totally misunderstood the purpose of the resolution, indicating that maybe it was poorly written. He said the county's purpose of the resolution was to hire a lawyer to help them with those issues. He said they had no intent of backdooring the towns at all and in fact the county administrator sat at this table and said, "It's important that we address these things as a group." He said that is still the plan.

Mr. Knapp said their legal representatives take on that particular resolution was that it is not good for the town. Mr. Johnson said that was not their intention and Mr. Knapp said he doesn't believe it was their intention and that's why they went to the meeting to say there is an issue with that particular resolution and came here today because they are greatly concerned that somehow there's been a shift because they have not been privy to stuff.

Peter Crump asked how this scenario is going to play into that if the New York Power Authority (NYPA) comes in and takes 52% in controlling interest in any of these projects. He said in reading through the 2025 NYPA strategic report, they earmarked almost all of the major solar projects that are anticipated or on the table right now and that is going to throw all the tax right out the window. Mr. Weir said NYPA indicated that they would honor agreements that were in place. He said the effort is to try to get the best possible deal and feels it is our duty to make sure that we explore every possible option.

Mr. Knapp and Ms. Kingsley left the meeting at 8:55 a.m.

b. **Building and Grounds Committee** – Mr. Condino reviewed the July 16th committee minutes. Discussion points were as follows:

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i. **Aviagen North America Inc. (Expansion Plans)**– the committee reviewed the plans and recommended to send them to the full board of directors for consideration. It was noted that Mr. Weir checked in with the other tenants, and there were no issues reported. A motion was made by Mr. Warneck to approve the design layout of the plans, seconded by Mr. Converse. All in favor. Carried.

ii. **Jefferson County Corporate Park Variance at 22719 Fisher Road** – Mr. Weir indicated that Alex Morgia is working with his engineer.

VI. **Unfinished Business:**

1. **Resolution No. 08.06.2026.01 – Ratifying an Agreement of Adjustment and Release of Owner and Authorizing CEO to Execute Closing Papers on behalf of JCIDA (Parcel 82.08-1-3.2, Turn Lane at JCCP)** – A motion was made by Mr. Warneck to approve the resolution, seconded by Mr. Converse. All in favor. Carried.

VII. **New Business:** None.

VIII. **Counsel:**

1. **Authorizing Resolution No. 08.06.2026.02 for Three Mile Bay Ventures LLC (TMBV) Installment Agreement** – Attorney Miller said they closed sales tax benefits through an agent agreement, and at that time there was an agreement that their administrative fee would be paid on a deferred basis; that time period has passed. He said staff have come to an agreement on advertising that fee in the form of an installment to be paid to the agency under those terms. The resolution authorizes the agency to sign an installment agreement and collect in accordance with amortization. Ms. Kimball noted that interest is being imposed.

A motion was made by Mr. Johnson to approve the resolution, seconded by Mr. Condino. Discussion ensued. Mr. Converse asked what kind of precedent this sets for future projects to request the same. Mr. Weir said that he will say that our fees are due at the time of closing. He said this is an effort to get this paid off.

Mr. Warneck asked if there has been any movement on the expansion plans. Mr. Weir said yes, they are moving forward and expect the fee to not be an issue because they are going to be paying it in full in the short term. Mr. Converse asked if the fee will be taken out with the financing. Mr. Weir said yes.

Mr. Warneck asked if there is anything in the document to require them to take it out upon transfer of an ownership stake. Attorney Miller said the IDA approved a full suite of benefits (PILOT, sales tax and mortgage recording tax abatement) but the lender was not comfortable with the IDA signing the mortgage and a lending issue on an underwriting basis, so the project closed with only sales tax abatement and with a lowered loan amount there was some financial stress and asked the IDA to defer the payment of the fee so it was added in the agent agreement with payment at the earlier of end of 2024 or when they get to their construction financing or permanent financing. He said through the agent agreement, the strongest thing we can undertake is a recapture for all of the sales tax. He said this amortization through installments makes the most sense and gives them a little time to get to the financing. He said we can put in a condition that we get paid if the facility is sold or if it gets financed then we

TMBV continued

get paid out. The resolution provides latitude to draft the installment agreement; therefore Mr. Weir can direct counsel to add the conditions.

Roll call vote: R. Aliasso – Yea, D. Converse – Yea, J. Condino – Yea, W. Johnson – Yea, L. L'Huillier – Yea, W. Walldroff – Yea, and P. Warneck – Yea. Carried.

IX. Adjournment: With no further business before the board, a motion to adjourn was made by Mr. Warneck, seconded by Ms. L'Huillier. All in favor. The meeting was adjourned at 9:09 a.m.

Respectfully submitted,

Peggy Sampson

Jefferson County Industrial Development Agency Management Dashboard
Year to Date August 31, 2026

KEY PERFORMANCE INDICATORS	2022	2023	2024	2025	2026	Benchmark Target-2026	Amount of Change	Percent Change
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 @ 8/31/26	Amount of Change	Percent Change
Cash/Savings								
Unrestricted Checking	$ 349,648	$ 1,608,663	$ 1,388,449	$ 698,404	$ 633,212	$ 39,169	$ (594,043)	-93.81%
Unrestricted Savings	$ 1,414,033	$ 258,472	$ 258,734	$ 258,997	$ 59,098	$ 1,644,976	$ 1,585,879	2683.49%
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	$ 2,380,270	$ 198,482	9.10%
Microenterprise Checking	$ 94,338	$ 106,311	$ 93,587	$ 104,436	$ 139,152	$ 156,622	$ 17,470	12.55%
City Checking	$ 207,871	$ 287,877	$ 287,877	$ 42,516	$ 62,506	$ 78,749	$ 16,243	25.99%
Total	$ 3,984,844	$ 4,716,726	$ 4,188,151	$ 3,192,408	$ 3,077,361	$ 4,299,785	$ 1,222,424	39.72%

RLF Receivables	Original Loan	12/31/25	4/30/26	5/31/26	6/30/26	7/31/26	8/31/26	Pay-off	
Convalt Energy. LLC	$ 1,050,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 850,000	$ 1,147,899	
JCIDA	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000	$ -	
LCO Destiny, LLC	$ 325,182	$ 207,046	$ 207,046	$ 207,046	$ -	$ -	$ -	$ -	
Marzano Excavating, LLC	$ 120,000	$ 109,506	$ 108,104	$ 107,632	$ 107,157	$ 106,201	$ 106,201	$ -	
The Treehouse Hourly Child Care, LLC	$ 30,000	$ -	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	
Three Mile Bay Ventures, LLC	$ 250,000	$ 242,174	$ 241,594	$ 240,424	$ 240,424	$ 239,835	$ 238,649	$ 275,586	E
Totals	**$ 2,475,182**	**$ 2,108,725**	**$ 2,136,743**	**$ 2,135,102**	**$ 1,927,582**	**$ 1,926,037**	**$ 1,924,850**	**$ 1,453,485**	
Micro Receivables									
Colleen's Cherry Tree Inn	$ 23,627	$ 18,734	$ 18,734	$ 18,734	$ 18,734	$ 18,734	$ 18,734	$ 19,200	F
Clayton Island Tours, LLC	$ 40,000	$ 20,158	$ 17,448	$ 16,762	$ 16,072	$ 15,379	$ 14,682	$ -	
Droin Distribution LTD	$ 20,000	$ 16,464	$ 15,237	$ 14,927	$ 14,615	$ 14,301	$ 13,986	$ -	
Painfull Acres	$ 53,192	$ 5,458	$ 5,186	$ 5,186	$ 5,186	$ 4,688	$ 4,688	$ -	
Pink Kettle, LLC	$ 24,800	$ 8,963	$ 8,963	$ 8,963	$ 8,963	$ 8,963	$ 8,963	$ 9,356	F
Taste of Design	$ 20,025	$ 5,736	$ -	$ -	$ -	$ -	$ -	$ -	
Willowbrook Enterprise, INC.	$ 40,000	$ 9,442	$ 6,564	$ 5,836	$ 5,106	$ 3,637	$ 3,637	$ -	
Totals	**$ 221,643**	**$ 84,955**	**$ 72,132**	**$ 70,409**	**$ 68,677**	**$ 65,703**	**$ 64,691**	**$ 28,556**	
Miscellaneous Receivables									
4XL, LLC	$ -	$ -	$ 3,000	$ 3,000	$ -	$ -	$ -	$ -	
302 Globe, LLC	$ -	$ -	$ 2,000	$ -	$ -	$ -	$ -	$ -	
Colleen's Cherry Tree Inn	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	$ 30	F
Convalt Energy. LLC	$ 49,947	$ 49,947	$ 38,717	$ 38,717	$ 38,717	$ 38,717	$ 38,717	$ 38,717	F
Three Mile Bay Ventures, LLC	$ 36,400	$ 36,400	$ 36,400	$ 36,400	$ 36,400	$ 36,400	$ 36,400	$ 36,400	F
Totals	**$ 86,377**	**$ 86,377**	**$ 80,147**	**$ 78,147**	**$ 75,147**	**$ 75,147**	**$ 75,147**	**$ 75,147**	
Watertown Economic Growth Fund									
Hale's Bus Garage LLC	$ 250,000	$ 244,418	$ 240,162	238,862	237,557	236,244	234,925	$ -	
Totals	**$ 3,033,202**	**$ 2,524,476**	**$ 2,529,183**	**$ 2,522,519**	**$ 2,308,962**	**$ 2,303,130**	**$ 2,299,613**	**$ 1,557,187**	

Aging Days Receivable	A = 30 Days	B = 60 Days	C = 90 Days	D = 150 Days	E = 180 Days	F = 180 +

OPERATING STATEMENT	2022	2023	2024	2025	August YTD 2026	Amount of Change	Percent Change	BUDGET 2026	August YTD vs. 2026 Budget	Percent 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	$ 37,745	$ (31,630)	-45.59%	$29,000	$8,745	30.16%
Interest Income - City Program	$ 1,945		$ 1,250	$ 14,937	$ 8,509	$ (6,428)	-43.03%	$14,551	($6,042)	-41.52%
Interest Income - Micro Program	$ 10,265	$ 7,197	$ 6,023	$ 5,324	$ 1,663	$ (3,660)	-68.76%	$3,600	($1,937)	-53.80%
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)	$ 133,496	$ 133,876	-35236.91%	$1,200	$132,296	11024.64%
Total Revenue	$10,756,614	$4,291,997	$ 1,084,900	$ 1,514,135	$ 203,734	$(1,310,401)	-86.54%	$727,251	($523,517)	-71.99%
Expenses:										
Admin Service Expenses	$ 792,256	$ 412,577	$ 654,225	$ (59,475)	$ -	$ 59,475	-100.00%	$565,451	($565,451)	-100.00%
Grant Expense	$ 2,351,000	$3,341,567	$ 292,000	$ 916,000	$ 15,250	$ (900,750)	-98.34%	$0	$15,250	#DIV/0!
Professional Fees	$ 11,400	$ 21,900	$ 19,800	$ 23,250	$ 20,585	$ (2,665)	-11.46%	$25,000	($4,415)	-17.66%
Legal Fees	$ 70,247	$ 34,295	$ 47,316	$ 78,610	$ 25,697	$ (52,913)	-67.31%	$58,000	($32,303)	-55.69%
Insurance	$ 51,781	$ 22,565	$ 25,983	$ 30,016	$ 13,094	$ (16,922)	-56.38%	$26,000	($12,906)	-49.64%
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	$ 2,948	$ (365,371)	-99.20%	($3,300)	$6,248	-189.33%
Total Expenses	$ 9,361,330	$4,103,437	$ 1,509,828	$ 1,412,874	$ 81,908	$(1,330,966)	-94.20%	$707,151	($625,243)	-88.42%
Net Profit/Loss	$ 1,395,284	$ 188,561	$ (424,928)	$ 101,261	$ 121,826	$ 20,565	20.31%	20,100	$101,726	506.10%
Grand Total Expenses	$ 9,361,330	$4,103,437	$ 1,509,828	$ 1,412,874	$ 81,908	$(1,330,966)	-94.20%	707,151	($625,243)	-88.42%
Net Profit/Loss Before Depreciation	$ 1,395,284	$ 188,561	$ (424,928)	$ 101,261	$ 121,826	$ 20,565	20.31%	20,100	$101,726	506.10%
Depreciation Expense	$ 79,647	$ 135,287	$ 79,647	$ 16,296	$ 10,864	$ (5,432)	-33.33%	16,500	($5,636)	-34.16%
Profit/(Loss)	$ 1,315,638	$ 53,273	$ (504,575)	$ 84,966	$ 110,963	$ 25,997	30.60%	$3,600	$107,363	2982.29%

Jefferson County IDA
Cash Disbursements Journal
For the Period From Aug 1, 2026 to Aug 31, 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
8/3/26	8293	200001	Invoice: 26-641	278.70	
		100001	BERNIER, CARR & ASSOCIATES, P.C.		278.70
8/24/26	8294	200001	Invoice: 26-800	1,032.13	
		100001	BERNIER, CARR & ASSOCIATES, P.C.		1,032.13
8/24/26	8295	200001	Invoice: W20261	183.28	
		200001	Invoice: W12896	309.70	
		100001	JOHNSON NEWSPAPER CORPORATION		492.98
	Total			**1,803.81**	**1,803.81**

August 18, 2026

Jefferson County Industrial Development Agency
800 Starbuck Avenue
Watertown, NY 13601

Re: Eagle Beverage Company, Inc. – Request for Consent to Assignment of PILOT and Related Project Documents to T. J. Sheehan Distributing, Inc.

Dear Members of Jefferson County Industrial Development Agency,

Eagle Beverage Company, Inc. ("Eagle") respectfully requests Jefferson County Industrial Development Agency ("JCIDA") approve the assignment to T. J. Sheehan Distributing, Inc. ("TJ Sheehan") of Eagle's interests and obligations under the PILOT Agreement and related project documents applicable to the real property and improvements originally identified in the Agency Documents as 19970 County Route 3, Town of Watertown, New York, and currently known as 20783 Alexander Drive, Watertown, NY 13601, being Tax Map Parcel No 82.00-2.16 (the "Property").

Eagle and TJ Sheehan entered into a transaction pursuant to which TJ Sheehan will acquire substantially all of the assets of Eagle's beverage distribution business, including the Property. The parties currently anticipate closing the operating business transaction on or about August 27, 2026. Due to the process required to obtain JCIDA approval of the assignment of the PILOT and related project documents, the transfer of the Property will occur at a subsequent closing, following JCIDA approval.

TJ Sheehan is a New York licensed alcohol beverage wholesaler with warehouses in Liverpool and Westmoreland. Its primary office is located at 225 Commerce Blvd, Liverpool, NY 13088. TJ Sheehan is 4th generation owned and operated and is part of the larger Sheehan Family Companies, which include additional companies in New York, Massachusetts, Virginia, and Wisconsin. Additional corporate information is included in attached Assignee Certificate.

Following the acquisition, TJ Sheehan intends to continue operating the beverage distribution business at the Property with the employees currently employed by Eagle at the level contemplated and agreed to in the Project Agreement. There are no immediate expansion plans. The acquisition of the Property will not be financed through mortgage financing requiring JCIDA participation.

Eagle respectfully requests JCIDA approve the assignment to TJ Sheehan of the PILOT Agreement and all related project agreements, leases, and other JCIDA documents associated with the Property, effective in connection with the closing of the transfer of the Property.

Enclosed in support of this request are the Assignment and Assumption Agreement, an Assignee Certificate, and such other materials as requested by JCIDA. Eagle and TJ Sheehan will work with JCIDA and its counsel to finalize the documents necessary to effectuate the assignment and record the applicable assignment documents in connection with the real estate closing.

We request this matter be placed on the agenda for JCIDA's September 3, 2026 meeting. Please let us know if JCIDA requires any additional information or documentation.

Thank you for your assistance and consideration of this request.

Sincerely,
EAGLE BEVERAGE COMPANY, INC.

Dan Dorsey, President

Cc: John Sheehan, TJ Sheehan President
Maressa Porter, TJ Sheehan General Counsel

ASSIGNMENT AND ASSUMPTION AGREEMENT WITH ACKNOWLEDGEMENT AND CONSENT

This Assignment and Assumption Agreement with Acknowledgement and Consent (this "Agreement") dated as of September __, 2026 (the "Effective Date"), is entered into by and among **MDD, L.L.C.**, a New York limited liability company having an address of 1043 County Route 25, Oswego, New York 13126 (herein, the "Company" or "Assignor"), **T. J. Sheehan Distributing, Inc.**, a Delaware corporation having an address of 225 Commerce Blvd, Liverpool, New York 13088 ("Assignee"), and **the Jefferson County Industrial Development Agency**, a public benefit corporation of the State of New York having an address of 800 Starbuck Avenue, Watertown, New York 13601.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in (a) that certain Underlying Lease, dated as of January 23, 2020, by and between the Agency and Assignor (the "Underlying Lease"), a memorandum of such Underlying Lease having been recorded in the Office of the Clerk of Jefferson County, New York on January 24, 2020 as Instrument No. 2020-00001025, and (b) that certain Lease Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "Lease Agreement"), a memorandum of such Lease Agreement having been recorded in the Office of the Clerk of Jefferson County, New York on January 24, 2020 as Instrument No. 2020-00001026. The Agency is executing this document in its capacity as leasehold title holder only for the purpose of consenting to this Agreement and the transactions contemplated herein.

WHEREAS, the Agency previously appointed the Company as agent to undertake a certain project to construct a certain Project Facility (the "Project Facility", as defined within the Lease Agreement), such Project Facility being located in the Town of Watertown, Jefferson County, New York and being more particularly described as 20783 Alexander Drive, Watertown, New York 13601 (Tax Map Parcel No. 82.00-2-1.6), as more particularly described on **Exhibit A** attached hereto; and

WHEREAS, in connection with the Project, the Agency and Assignor entered into: (i) the Underlying Lease, (ii) Lease Agreement, (iii) a certain Project Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "Project Agreement"), (iv) that certain Payment-in-Lieu-of-Tax Agreement, dated as of January 23, 2020, by and between the Agency and Assignor (the "PILOT Agreement"); and (v) related documents, with the foregoing (i)-(v) being referred to herein as the "Agency Documents", and

WHEREAS, pursuant to that certain Real Estate Purchase Agreement dated as of May 28, 2026 by and among Assignor, Assignee, and MDDO, LLC (the "REPA"), Assignee has agreed to acquire the Project Facility; and

WHEREAS, pursuant to Section 9.1 of the Lease Agreement, and in connection with the sale of the Project Facility to the Assignee, the Company has requested the Agency's approval of the proposed assignment of the Agency Documents (collectively the "Assignment") to the Assignee, whereby (i) the Assignee will acquire the Project Facility, and (ii) the Assignee will assume all rights and obligations pursuant to the Agency Documents; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, interest, duties, obligations and liabilities under the Agency Documents and Assignee desires to accept such assignment and to assume all of such rights, title, interest, duties and obligations and liabilities of Assignor thereunder; and

WHEREAS, pursuant to the Agency Documents, the consent of the Agency is required in connection with the Assignment, and pursuant to an Authorizing Resolution adopted September 3, 2026 (the "Authorizing Resolution"), the Agency authorized the Assignment subject to the execution of this Agreement and the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment by Assignor**.

a. Assignor hereby sells, assigns, transfers, conveys, and sets over unto Assignee all of Assignor's rights, title, interest, duties, obligations and liability in, to and under the Agency Documents first arising from and after the Effective Date.

b. Assignee hereby accepts such assignment, and Assignee hereby covenants to operate and maintain the Project such that it constitutes a "project" pursuant to the Act.

c. Assignor hereby agrees and consents that this Assignment shall in no way be construed as a waiver or release of any claims or rights that the Agency may have against Assignor under the Agency Documents with respect to matters occurring prior to the Effective Date, and the Agency expressly reserves any such claims or rights and the right to pursue the same at law or in equity. By consenting hereto, the Agency hereby releases Assignor with respect to matters occurring under the Agency Documents occurring after the Effective Date, except that Assignor shall after the Effective Date (i) submit any required reporting to the Agency relating to the period prior to the Effective Date, and (ii) pay any additional amounts due to the Agency with respect to the period prior to the Effective Date as a result of such reporting.

2. **Assumption by Assignee**.

d. Assignee hereby assumes the performance of all of the obligations, terms, covenants, and conditions of the Agency Documents on Assignor's part first to be performed thereunder first arising from and after the Effective Date and will perform all of the obligations, terms, covenants, and conditions of the Agency Documents on Assignee's part to be performed from and after the Effective Date, all with the same force and effect as though the Assignee had signed the Agency Documents as a party named therein.

e. In accordance with the definitions of the Lease Agreement, the Assignee hereby certifies and agrees that the Project Facility shall continue to constitute a "Project" as such term is defined within Article 18-A of the General Municipal Law (the "Act").

3. Indemnity of Assignee. Assignee does hereby agree, for Assignee and for Assignee's legal representatives, successors and assigns, to indemnify, defend, and save Assignor and Assignor's successors and assigns harmless from and against any and all claims, losses, suits, and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignee under the Agency Documents from and after the Effective Date, including without limitation, any recapture liabilities pursuant to the Project Agreement.

4. Indemnity of Assignor. Assignor does hereby agree, for Assignor and for Assignor's successors and assigns, to indemnify, defend, and save Assignee and Assignee's legal representatives, successors, and assigns harmless from and against any and all claims, losses, suits, and expenses, including but not limited to, reasonable attorneys' fees and litigation expenses, asserted or first arising in connection with the performance by Assignor under the Agency Documents prior to the Effective Date, including without limitation, any recapture liabilities pursuant to the Project Agreement.

5. Consent of Agency; Indemnity of Assignee and Assignor to Agency. Pursuant to the terms and provisions of the Agency Documents, and in accordance with an Authorizing Resolution, the Agency hereby consents to this Assignment and Assumption and acknowledges its consent below by and through its duly authorized officer. It being expressly understood and agreed that each of Assignor and Assignee, jointly and severally, agree and covenant that each of Assignor and Assignee hereby releases the Agency and its members, officers, agents, and employees from, agrees that the Agency and its members, officers, agents, and employees shall not be liable for, and agrees to indemnify defend, and hold the Agency and its members, officers, agents, and employees harmless from and against, any and all costs or liabilities that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to this Assignment and Assumption, including without limitation, all causes of action and reasonable attorneys' fees and litigation expenses incurred in connection with any suits or actions that may arise as a result of any of the foregoing.

6. **Representations and Warranties of Assignor**. Assignor hereby represents and warrants to Assignee that (a) there have been no prior assignments of the Lease Agreement or Underlying Lease made by Assignor to any other party, (b) that the Agency Documents are being assigned to Assignee free and clear of all liens and encumbrances, except as may have been previously authorized by the Agency, (c) Assignor has complied with all provisions of the Lease Agreement and the Underlying Lease regarding the Assignment, and (d) Assignor is not now in breach or default of any Agency Documents, nor any applicable village code requirements, nor are there any facts that, with the passage of time, may constitute a breach or default under the Agency Documents. The representations and warranties of Assignor set for herein shall survive the closing of the transactions contemplated by the Lease Agreement and the Underlying Lease and the delivery of this Agreement. The Agency hereby acknowledges Assignor's compliance with the provisions of the Lease Agreement and the Underlying Lease regarding Assignment.

7. **Amendment to Notice Provisions**. Effective as of the Effective Date, the notice provisions of each Agency Documents are hereby amended such that all notices, demands, requests, consents, approvals, and other communications required or permitted to be given to the Company, Lessee, or other applicable party thereunder shall be delivered to Assignee at the following address:

T. J. Sheehan Distributing, Inc.
225 Commerce Blvd
Liverpool, NewYork 13088
Attn: John Sheehan, President
Email: john.sheehan@sheehancos.com

With a copy to:
Sheehan Family Companies
5350 S. Emmer Dr.
New Berlin, Wisconsin 53151
Attn: Maressa Porter, General Counsel
Email: Maressa.porter@sheehancos.com

All references in the Agency Documents to the notice address of Assignor shall, from and after the Effective Date, be deemed deleted and replaced with the foregoing notice information for Assignee. Except as expressly modified by this Section 7, the notice provisions of the Agency Documents, including the manner and method by which notices are required to be delivered, shall remain unchanged and in full force and effect.

8. Confirmation of Terms of Underlying Lease, Lease Agreement and PILOT Agreement.

The parties hereto acknowledge and agree that the Term of the PILOT Agreement and tax benefits provided for therein shall be deemed to include (i) the 2023 County and Town tax years through the 2037 County and Town Tax years, and (iii) the 2022-2023 School tax year through the 2036-2037 School tax year. The PILOT Agreement, Underlying Lease and Lease Agreement shall expire on **December 31, 2037**; *provided, however,* the Company shall pay the 2038 County and Town tax bills and the 2037-2038 School tax bill on the dates and in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years.

9. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10. Binding Effect. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Agreement and in whole favor the provisions of this Agreement shall inure.

11. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject hereof and supersedes all prior negotiations, either written or oral.

12. Further Assurances. Assignor and Assignee agree to deliver to each other such further instruments and/or documents as reasonable requested and for the purpose of carrying out or consummating the transactions contemplated by this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MDD, LLC

By:__________________________
Dan Dorsey, President

T. J. Sheehan Distributing, Inc.

By:__________________________
John Sheehan, President

STATE OF NEW YORK)
COUNTY OF) ss:

On the ________ day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Dorsey, 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

____
Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the ________ day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared John Sheehan, 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

____
Notary Public

ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The undersigned, on behalf of the Jefferson County Industrial Development Agency, hereby acknowledge receipt of notice of and consents to the within Assignment by and between Assignor and Assignee, pursuant to which Assignor assigns all of Assignor's rights, title, interest, duties, obligations, and liabilities under the Agency Documents (as defined herein) first arising from and after the Effective Date (as defined in the Agreement) and Assignee accepts such assignment and assumes all of Assignor's rights, title, interest, duties, obligations, and liability into and under the Agency Documents first arising from and after the Effective Date. The foregoing shall not be construed, however, as a waiver or release of any claims or rights that the undersigned may have at any time against Assignor, and the undersigned expressly reserves any such claims or rights and the right to pursue the same at law or in equity.

IN WITNESS WHEREOF, the undersigned has caused this Acknowledgement to be duly executed as of this _______ day of September, 2026.

JEFFERSON COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

By: ______________________________
Name: Marshall Weir
Title: CEO

STATE OF NEW YORK)
COUNTY OF) ss:

On the ________ day of September, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared 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 acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument

____
Notary Public

EXHIBIT A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Watertown, County of Jefferson, State of New York and being more particularly described as follows:

BEGINNING at a 1/2" iron pipe with cap to be set in the easterly bounds of a 2.264± acre parcel of land to be dedicated to the Town of Watertown for road development, said iron pipe being the southwesterly corner of Lot 5 of T.I. Ag Park;

THENCE S. 87°-59'-18" E, a distance of 306.26 feet to a 1/2" iron pipe with cap to be set;

THENCE S. 02°-00'-42" W., a distance of 417.54 feet to a 1/2" iron pipe with cap to be set;

THENCE N. 87°-59'-18" W., a distance of 501.46 feet to a 1/2" iron pipe with cap to be set in the easterly bounds of said 2.264± acre parcel;

THENCE along the easterly bounds of said 2.264± acre parcel, and along a curve to the right having a radius of 217.00 feet, a distance of 102.24 feet to a 1/2" iron pipe with cap to be set, said iron pipe being situate a direct of N. 30°-39'-25" E., a distance of 101.30 feet from the previously mentioned iron pipe;

THENCE N. 44°-09'-16" E., continuing along the easterly bounds of said 2.264+ acre parcel a distance of 110.13 feet to a 1/2" iron pipe with cap to be set;

THENCE continuing along the easterly bounds of said 2.264± acre parcel, and along a curve to the left having a radius of 283.00 feet, a distance of 210.27 feet to a 1/2" iron pipe with cap to be set, said iron pipe being situate a direct of N. 22°-52'-07" E., a distance of 205.47 feet from the previously mentioned iron pipe;

THENCE N. 01°-34'-59" E., continuing along the easterly bounds of said 2.264+ acre parcel, a distance of 54.98 to the POINT OF BEGINNING;

CONTAINING 3.597± acres of land, more or less.

TOGETHER WITH AND SUBJECT TO all rights, in common with others, in accordance with a certain Declaration of Access and Utility Easement made by Grantor and dated November 1, 2019 and recorded in the Jefferson County Clerk's Office on November 4, 2019 as Instrument No. 2019-17823.

TOGETHER WITH AND SUBJECT TO an easement for access and utilities over the .464+ acre parcel as shown on a Subdivision Plat of a portion of the lands of TI. Ag Park, LLC as filed in the Jefferson County Clerk's Office on September 27, 2019 as Map #7334 (the "Subdivision Map").

ALSO SUBJECT TO an easement for highway purposes to be conveyed to the Town of Watertown over the .064+ acre parcel shown on the Subdivision Map near the southwest corner of the premises.

AUTHORIZING RESOLUTION

(MDD, L.L.C. Project (Eagle Beverage)– Assignment Authorization)

A regular meeting of the Jefferson County Industrial Development Agency convened on Thursday, September 3, 2026 at 8:30 a.m.

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

Resolution No. 09.03.2026.01

RESOLUTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) AUTHORIZING AN ASSIGNMENT REQUEST RECEIVED FROM **MDD, L.L.C.** (THE "COMPANY") IN CONNECTION WITH A CERTAIN PROJECT (AS MORE FULLY DESCRIBED BELOW) TO BE UNDERTAKEN BY THE AGNECY AND THE COMPANY; AND (ii) AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS WITH RESPECT TO SAME.

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, pursuant to a Project Authorizing Resolution adopted on December 5, 2019, as supplemented January 9, 2020 (collectively, the "Project Authorizing Resolution"), the Agency appointed **MDD, L.L.C.** (the "Company"), as agent of the Agency to undertake a certain Project (the "Project") to construct a certain Project Facility (the "Project Facility"), such Project Facility being located in the Town of Watertown, Jefferson County, New York and being more particularly described as 20783 Alexander Drive, Watertown, New York 13601 (Tax Map Parcel No. 82.00-2-1.6),

WHEREAS, pursuant to the Project Authorizing Resolution, the Agency and the Company entered into a Straight Lease Transaction, as defined pursuant to the Act, as of January 23, 2020, which included the following documents and agreements: (i) that certain Project Agreement (the "Project Agreement"), Underlying Lease Agreement (the "Underlying Lease Agreement", with recorded memorandum), Lease Agreement (the "Lease Agreement", with recorded memorandum), Payment-in-lieu-of-Tax Agreement (the "PILOT Agreement"), along with related documents (collectively, the "Project Documents"); and

WHEREAS, pursuant to Section 9.1 of the Lease Agreement, and in connection with the sale of the Project Facility to **T. J. Sheehan Distributing, Inc.**, a Delaware corporation having an address of 225 Commerce Blvd, Liverpool, New York 13088 ("Assignee"), the Company has requested the Agency's approval of the proposed assignment of the Agency Documents (collectively the "Assignment") to the Assignee, whereby (i) the Assignee will acquire the Project Facility, and (ii) the Assignee will assume all rights and obligations pursuant to the Agency Documents; and

WHEREAS, the Company has requested the Agency's approval of the Assignment and has provided the Agency with additional background information for the Agency to review and consider; and

WHEREAS, in furtherance of the foregoing, the Agency desires to (i) authorize the Assignment subject to the terms and conditions set forth herein, and (ii) the execution and delivery of certain documents and agreements in furtherance of same.

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

Section 1. Based upon the representations made by the Company, the Agency hereby consents to, authorizes and approves the Assignment subject to the terms and conditions set forth herein. All other approvals contained within the Project Authorizing Resolution and the Project Documents shall remain in full force and effect.

Section 2. The Agency's consent and approval of the Assignment is subject to payment by the Company of all costs and fees of the Agency in connection with review, consideration and authorization of the Assignment.

Section 3. The Chairman, Vice Chairman and/or Chief Executive Officer of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver any documents and agreements necessary to effectuate the Assignment, with such changes as shall be approved by the Chairman, Vice Chairman and/or Chief Executive Officer and counsel to the Agency upon execution.

Section 4. 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 5. These Resolutions shall take effect immediately upon adoption.

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.	[ ]	[ ]	[ ]	[ ]
John J. Condino	[ ]	[ ]	[ ]	[ ]
David J. Converse	[ ]	[ ]	[ ]	[ ]
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 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 September 3, 2026, 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 ___________________, 2026.

____
W. Edward Walldroff
Secretary

[SEAL]

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

2026 Board Attendance

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