

**Minutes of the  
Clinton County Capital Resource Corporation  
Monday, March 25, 2019**

The meeting was called to order by Trent Trahan, Chairperson, at 3:26 p.m., at the office of the Clinton County Capital Resource Corporation, 137 Margaret Street, Suite 208, Plattsburgh, New York 12901.

**MEMBERS PRESENT:** Trent Trahan, Chairperson  
David Hoover, Vice Chairperson  
Michael Zurlo, Secretary  
Mark Leta, Member

**EXCUSED:** Keith Defayette, Treasurer and Chief Financial Officer  
Kim Murray, Assistant Secretary  
John VanNatten, Member

**OTHERS PRESENT:** Renee McFarlin, Executive Director  
Christopher Canada, Esq., Agency Counsel  
Toni Moffat, Executive Assistant

T. Trahan stated that there was a *quorum* present.

T. Trahan waived the reading of the notice of the meeting published in the *Press Republican* on December 22, 2018.

**Approval of the Minutes**

T. Trahan waived the reading of the minutes of the February 11, 2019 meeting. He asked if there were any questions or discussion regarding the draft minutes and there were none.

On a motion by D. Hoover, and seconded by M. Leta, it was unanimously carried to approve the minutes of the February 11, 2019 meeting as presented.

**Presentation**

There were no presentations.

**Public Comment:**

There was no public comment.

**Treasurer's Report**

T. Trahan reviewed the Treasurer's Report for February 2019. There was no activity for the month of February. There were no questions or concerns from the Board.

On a motion by D. Hoover and, and seconded by M. Leta, it was unanimously carried to approve the Treasurer's Report as presented by T. Trahan.

## **Committee Reports**

### **Audit Committee**

M. Leta noted that the Committee met and reviewed the draft audited financial statements with D. Bushey of Martindale Keysor and the Committee is recommending Board approval of same and authorization to post the document on PARIS.

On a motion by D. Hoover, and seconded by M. Zurlo, it was unanimously RESOLVED to approve the draft audited financial statements as presented by D. Bushey and authorize to post same to PARIS.

### **Governance Committee:**

M. Zurlo noted that the Committee met to review and recommend approval of the following:

- Investment Report
- Real Property
- Procurement Report
- Organization Chart
- Defense and Indemnification of Board Members Policy
- Time and Attendance Policy
- Policy Prohibiting Extension of Credit to Board Members and Staff

On a motion by D. Hoover, and seconded by M. Leta, it was unanimously RESOLVED to approve the organization chart, reports and policies as presented.

### **Old Business**

#### Foreign Trade Zone #54

R. McFarlin stated pursuant to previous conversations regarding the Foreign Trade Zone #54 (FTZ #54), she recommends the Board pass a resolution agreeing to enter into a contract with Clinton County to administer FTZ #54. Counsel has advised her that the CRC is the best choice for this agreement. As such, R. McFarlin requested a resolution and agreement be prepared. Upon the Board's confirmation, and the County's approval, she will immediately pay the annual membership dues, which she believed to be \$2,400.

The following resolution was offered by D. Hoover, seconded by M. Leta, to wit:

#### Resolution No. 03-19-01

RESOLUTION AUTHORIZING COUNTY OF CLINTON CAPITAL RESOURCE CORPORATION TO ACT AS ADMINISTRATOR OF FOREIGN-TRADE ZONE.

WHEREAS, Clinton County Capital Resource Corporation (the "Corporation") was created pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, as amended (the "Enabling Act"). Pursuant to the provisions of the Enabling Act and Revenue Ruling 57-187 and Private Letter Ruling 200936012, the County Legislature of Clinton County, New York (the "County") adopted a resolution on November 10, 2010 (the "Sponsor Resolution")

(A) authorizing the incorporation of the Corporation under the Enabling Act and (B) appointing the initial members of the board of directors of the Corporation; and

WHEREAS, in December, 2010, a certificate of incorporation was filed with the New York Secretary of State's Office (the "Certificate of Incorporation") creating the Corporation as a public instrumentality of the County; and

WHEREAS, the Corporation is authorized and empowered by the provisions of the Enabling Act to relieve and reduce unemployment, promote and provide for additional and maximum employment, better and maintain job opportunities, and lessen the burdens of government and act in the public interest, and in carrying out the aforesaid purposes and in exercising the powers conferred in the Enabling Act, the Enabling Act declares that the Corporation will be performing essential governmental functions; and

WHEREAS, to accomplish its stated purposes, the Corporation is authorized and empowered under the Enabling Act to acquire real and personal property; to borrow money and issue negotiable bonds, notes and other obligations therefore; to lease, sell, mortgage or otherwise dispose of or encumber any of its real or personal property upon such terms as it may determine; and otherwise to carry out its corporate purposes in the territory in which the operations of the Corporation are principally to be conducted; and

WHEREAS, pursuant to an agreement dated as of August 6, 1980 (the "Original Foreign-Trade Zone Agreement") by and between Clinton County, New York (the "County") and the Clinton County Area Development Corporation ("TDC"), TDC currently acts as administrator of Foreign-Trade Zone Number 54 located in Clinton County, New York ("Foreign-Trade Zone No. 54") collectively comprised of five (5) separate locations in Clinton County, New York as follows: (a) Site 1 located in the Town of Plattsburgh; (b) Site 2 located in the Village of Champlain; (c) Site 3 located in the Village of Champlain; (d) Site 4 located in the City/Town of Plattsburgh; and (e) Site 5 located in the Village of Champlain, respectively (collectively, "Foreign-Trade Zone Sites"); and

WHEREAS, TDC wishes to resign from its role as administrator of Foreign-Trade Zone No. 54; and

WHEREAS, the CRC wishes to act as administrator of Foreign-Trade Zone No. 54 pursuant to an agreement by and between the CRC and the County (the "New Foreign-Trade Zone Agreement"), a form of which has been presented to the directors of the CRC at this meeting for their review and is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE COUNTY OF CLINTON CAPITAL RESOURCE CORPORATION:

Section 1. The Corporation hereby finds and determines that it is describable and in the public interest for the Corporation to act as administrator of Foreign-Trade Zone No. 54.

Section 2. The form and substance of the New Foreign-Trade Zone Agreement, in substantially the form presented at this meeting, are hereby approved.

Section 3. The Chairperson, Vice Chairperson and/or Executive Director of the Corporation (each, an "Authorizing Officer") is hereby authorized, on behalf of the Corporation, to execute and deliver the New Foreign-Trade Zone Agreement and the other documents related thereto and, where appropriate, the Secretary (or Assistant Secretary) of the Corporation is hereby

authorized to affix the seal of the Corporation thereto and to attest the same, all in substantially the forms thereof approved by the Authorizing Officer of the Corporation, with such changes, variations, omissions and insertions as the Authorizing Officer of the Corporation shall approve, the execution thereof by the Authorizing Officer of the Corporation to constitute conclusive evidence of such approval.

Section 4. This Resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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

Trent Trahan	VOTING	<u>YES</u>
David Hoover	VOTING	<u>YES</u>
Michael E. Zurlo	VOTING	<u>YES</u>
Keith Defayette	EXCUSED	<u>EXCUSED</u>
Kim Murray	EXCUSED	<u>EXCUSED</u>
Mark Leta	VOTING	<u>YES</u>
John VanNatten	EXCUSED	<u>EXCUSED</u>

The foregoing Resolution was thereupon declared duly adopted.

[Remainder of page left blank intentionally]

EXHIBIT A

FORM OF NEW FOREIGN-TRADE ZONE AGREEMENT

See attached.

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Agreement") by and between COUNTY OF CLINTON, a municipal corporation existing pursuant to the laws of the State of New York, with principal place of business at 137 Margaret Street, Plattsburgh, New York (herein designated the "Zone Grantee") and COUNTY OF CLINTON CAPITAL RESOURCE CORPORATION, a not-for-profit corporation existing pursuant to the laws of the State of New York, with principal place of business at 137 Margaret Street, Plattsburgh, New York (herein designated the "Zone Administrator").

### WITNESSETH:

WHEREAS, the Zone Grantee has previously received permission from the United States Foreign-Trade Zones Board (herein designated the "Zone Grantor") to establish, operate and maintain Foreign-Trade Zone No. 54 ("Foreign-Trade Zone No. 54"), which is collectively comprised of five (5) separate locations in Clinton County, New York as follows: (a) Site 1 located in the Town of Plattsburgh; (b) Site 2 located in the Village of Champlain; (c) Site 3 located in the Village of Champlain; (d) Site 4 located in the City/Town of Plattsburgh; and (e) Site 5 located in the Village of Champlain, respectively (collectively hereinafter designated the "Foreign-Trade Zone Sites"); and

WHEREAS, the Zone Grantee and the Zone Administrator have formulated and developed a plan, method, system and design whereby the Zone Administrator acting by and for the Zone Grantee, shall administer the operations of Foreign-Trade Zone No. 54; and

WHEREAS, the Zone Administrator has agreed to undertake the administration of foreign-trade zone activities within the Foreign-Trade Zone Sites upon the terms and conditions of the Zone Grantee's grant from the Zone Grantor and the terms and conditions herein set forth;

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements herein contained, and promises herein expressed, and for other good consideration acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### ARTICLE I

#### AUTHORITY GRANTED

1. The Zone Grantee gives and grants to the Zone Administrator, for the term hereof and for any extensions thereof as hereinafter provided, authority to administer the Foreign-Trade Zone Sites, subject to the terms, conditions, agreements and restrictions herein set forth.

2. The Zone Administrator agrees during the term of this Agreement to administer said properties solely in accordance with the conditions of this Agreement and the general regulations governing foreign-trade zones in the United States as said regulations exist or may hereafter be amended or promulgated.

3. Should the Zone Grantee be prevented from establishing or continuing the operation of a foreign-trade zone on said premises by statute, legal regulation, order of the Zone Grantor, or order of any court, the Zone Grantee may terminate this Agreement by written notice to the Zone Administrator without further liability to the Zone Grantee.

### ARTICLE II

#### USE OF NAME AND ADVERTISING

4. The Zone Administrator, in the administration of the Foreign-Trade Zone Sites, may advertise its administration as being within Foreign-Trade Zone No. 54. Also, the Zone Administrator shall have the right to authorize any party operating within any of the Foreign-Trade Zone Sites (each a "Zone Operator") to advertise its operations as being within Foreign-Trade Zone No. 54; provided, however, no designs, advertising, signs and forms of publicity (including form, color, number, location and size) shall be used upon or with respect to Foreign-Trade Zone No. 54 unless same shall have first been approved in writing by the Zone Administrator as meeting its standards.

ARTICLE III  
STANDARDS OF OPERATION AND SUPERVISION

5. The Zone Grantee hereby grants to the Zone Administrator the right to establish and/or approve standards of operation and service with respect to any of the Foreign-Trade Zone Sites so as to conform to requirements of the Zone Grantor, and the United States Customs Service, and during the terms of this Agreement, the Zone Administrator agrees to conform to all such standards and requirements of which it has received notice, and to require conformance thereto by any Zone Operator and all persons, firms and corporations admitted by it to such premises. The Zone Administrator agrees to be bound by the "Procedures for Operational Management of Foreign-Trade Zone Sites in Foreign-Trade Zone No. 54" and enforce same as hereafter amended, as required by the Zone Grantor or the United States Customs Service.

ARTICLE IV  
ADMINISTRATIVE CHARGES

6. In the administration of Foreign-Trade Zone No. 54, the Zone Administrator agrees that the Zone Grantee shall be saved harmless from any and all liability in the administration of Foreign-Trade Zone No. 54 and that the Zone Administrator shall itself pay or cause to be paid, all charges, administrative or otherwise, which may be incurred in the administration of Foreign-Trade Zone No. 54.

ARTICLE V  
ZONE ADMINISTRATOR RESPONSIBILITY FOR BOOKS TO BE KEPT, ETC.

7. The Zone Administrator shall keep and maintain, or cause to be kept and maintained and filed promptly, all monthly reports containing data required by the Zone Grantee and the United States Customs Service at any time.

8. The Zone Administrator agrees it will cause to be submitted to the Zone Grantee annually in summary consolidated form, a report of the operation by the Zone Administrator of said Foreign-Trade Zone No. 54.

ARTICLE VI  
INSURANCE AND INDEMNIFICATION OF ZONE GRANTEE

9. The Zone Administrator agrees to cause the Zone Grantee to be protected, indemnified and held harmless from and against any and all loss, damage, liability or attorneys' fees and costs, whether insured or not, arising out of or incident to operations of Foreign-Trade Zone No. 54.

10. The Zone Administrator further agrees to place or have placed with an insurance company authorized to do business in the State of New York and keep in effect during the life of this Agreement, insurance for the benefit of the Zone Grantee and Zone Administrator (as well as for the benefit of any Zone Operator), (including an obligation of the insurer to defend the Zone Grantee and Zone Administrator in any action covered by said insurance), covering public liability of such types and amounts as may be approved in writing by the Zone Grantee and the Zone Administrator will, during the term hereof, have delivered to the Zone Grantee certificates of such insurance, and will promptly pay or have paid all premiums of said policies as and when the same become due.

ARTICLE VII  
FINANCIAL LIABILITY OF ZONE GRANTEE AND ZONE ADMINISTRATOR

11. The Zone Grantee and the Zone Administrator are not and shall not be considered as joint venturers, partners or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. There shall be no liability on the part of the Zone Grantee to any person for any debts incurred by the Zone Administrator or by business conducted on said premises unless the Zone Grantee agrees in writing to pay such debts.



12. The Zone Administrator shall be responsible for the maintenance of the Foreign-Trade Zone Sites.

#### ARTICLE VIII

##### NOTICES

13. All notices to the Zone Grantee shall be sent by registered mail or certified mail, addressed to the Zone Grantee at its office at 137 Margaret Street, Plattsburgh, New York 12901, or at such other address as the Zone Grantee designates in writing. All notices to the Zone Administrator shall be sent by registered mail or certified mail, addressed to the Zone Administrator at its office at 137 Margaret Street, Plattsburgh, New York 12901, or at such other address as the Zone Administrator designates in writing.

#### ARTICLE IX

##### WAIVER OF DEFAULT BY ZONE GRANTEE

14. Waiver by the Zone Grantee of any particular default by the Zone Administrator shall not affect or impair the Zone Grantee's rights in respect of any subsequent default of the same or a different kind; nor shall any delay or omission of the Zone Grantee to exercise any right arising from any default affect or impair the Zone Grantee's rights as to the same or any future default.

#### ARTICLE X

##### INTERPRETATION AND EXECUTION OF AGREEMENT

15. This Agreement shall be governed by and construed in accordance with the Foreign-Trade Zones Act of 1934, as amended, the regulations thereof and all-amendments thereto, and the laws applicable to the State of New York.

16. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender.

17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

18. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect, unless executed contemporaneously herewith. No failure of the Zone Grantee to exercise any power given it hereunder or to insist upon strict compliance by the Zone Administrator of any obligation hereunder and no custom or practice at variance with the terms hereof shall constitute a waiver of the Zone Grantee's right to demand exact compliance with the terms hereof.

#### ARTICLE XI

##### TERM AND RENEWAL OF AGREEMENT

19. Unless terminated as herein provided, this Agreement shall remain in effect for twenty (20) years commencing on the date hereof and shall thereafter be automatically extended from year to year, unless at least one-hundred-eighty (180) days before the expiration of the term or any given extension thereof, notice of intention to finally terminate is given in writing by one party to the other party. At the expiration of the initial term or any extension thereof, all terms and conditions of this Agreement shall be subject to renegotiation.

20. In the event of a violation by the Zone Administrator of any of the provisions of this Article not due to war, governmental restrictions, strikes, lockouts or acts of God, and after giving Zone Administrator twenty (20) days' written notice within which to cure said violation, Zone

Grantee may elect forthwith to cancel and terminate this Agreement by written notice to Zone Administrator without further liability to the Zone Grantee.

21. This Agreement is not assignable by the Zone Administrator without the written consent of the Zone Grantee.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Zone Grantee and the Zone Administrator have caused this Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

COUNTY OF CLINTON

By: \_\_\_\_\_  
Authorized Officer

COUNTY OF CLINTON CAPITAL  
RESOURCE CORPORATION

By: \_\_\_\_\_  
Authorized Officer

STATE OF NEW YORK )

: ss.

COUNTY OF CLINTON )

On the \_\_\_ day of \_\_\_\_\_, in the year 2019, before me, the undersigned, personally appeared \_\_\_\_\_, 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 )

: ss.

COUNTY OF CLINTON )

On the \_\_\_ day of \_\_\_\_\_, in the year 2019, before me, the undersigned, personally appeared Trent Trahan, 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

**New Business**

There was no new business to report.

**Management Team Reports**

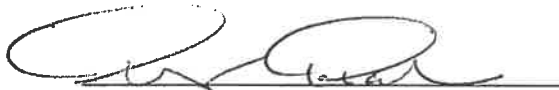
**Project Monitoring**

R. McFarlin reported she continues to visit project sites, most recently Hudson Headwaters Health Network, which is a few jobs short of reaching their five-year employment projection.

**Project Status Update**

There were no updates.

With no further business to discuss, the meeting adjourned at 3:33 p.m.

A handwritten signature in black ink, appearing to read 'Trent Trahan', written over a horizontal line.

**Trent Trahan, Chairperson**