

### Clayton Local Development Corporation Board:

Jamie Ganter, Chairman Bobby Cantwell, Vice Chairman Christine Powers, Secretary Chris Bogenschutz, Asst Sec John Cooper, Treasurer

Mike Bashaw Tim Doney Mike Hazlewood Doug Rogers Jack Stopper Norma Zimmer Nancy Hyde Timothy LaLonde

Exec Dir:

Kristi Dippel

# **CLDC Annual Board Meeting**

December 5, 2024 - 4:00 pm @ 913 Strawberry Lane

## Agenda

## **Annual Meeting Items**

Nominating Committee Report

- Re-appointment of Board Members
  - o Chris Powers, John Cooper, Mike Hazelwood
- Board Officer Appointments
- Vacant Board Position Appointment

Committee Chairperson Appointments

Action on Annual Contracts: CIA contract

Annual Board Performance Evaluations

Annual Board Acknowledgements: Fiduciary Duty and Conflict of Interest Disclosure

**Old Business** 

**New Business** 

# Clayton LDC Board Members 2024

Ex-officio members			
	Original Date	Community Position	Required Training Completed
Doug Rogers	3/1/2016	Planning Board Chair	2/8/2017, 10/28/2020, 6/14/2023
Tim Doney	1/1/2024	Town of Clayton Supervisor	
Nancy Hyde	12/1/2023	Village of Clayton Mayor	3/13/2024
Chris Bogenshutz - Ast Sec	8/5/2004	Clayton Chamber of Commerce	4/19/2017, 7/22/2020
Bobby Cantwell - Vice Chair	1/1/2018	Jefferson County Legislature	2/6/2019, 4/19/2023
Mike Bashaw	1/1/2016	TISD Superintendent	1/25/2017, 2/19/2020, 2/24/2024
Citizen members			
	Original Date	Date of Appointment	
Jamie Ganter - Chairman	1/1/2017	1/1/2020, 1/1/2023	
Christine Powers - Secretary	1/1/2016	1/1/2019, 1/1/2022	11/9/2016, 1/23/2019, 12/9/2022
Mike Hazelwood	2/1/2022		
John Cooper - Treasurer	1/1/2016	1/1/2019, 1/1/2022	2/10/2017, 7/22/2020, 9/27/2023
Jack Stopper	1/1/2018	1/1/2021	12/9/2020
Norma Zimmer	1/1/2024		10/26/2016, 12/4/2019, 12/14/2022
Tim LaLonde	1/1/2023		2/21/2024

# Members highlighted in yellow need training in 2023/2024

Training is required within 12 months of appointment and every 3 years after

Training dates and enrollment can be found here:

https://www.abo.ny.gov/training/onlinetraining.html

# Clayton LDC 2024

## **Standing Committees & Positions**

**Governance Committee** 

Nancy Hyde - Chair

Jamie Ganter Jack Stopper

**Bobby Cantwell** 

Chris Bogenschutz

**Doug Rogers** 

**Nominating Committee** 

Chris Bogenshutz - Chair

**Chris Powers** 

John Cooper

**Ethics Officer:** Doug Rogers

**Loan & Grant Review Committee** 

**CLDC Audit Committee** 

Christine Powers - Chair

Mike Bashaw

**Doug Rogers** Jamie Ganter

Tim LaLonde

Chris Powers - Chair

**Doug Rogers** 

Jamie Ganter

**Jack Stopper** 

## **Advisory Committees**

**Strategic Planning Committee** 

Doug Rogers - Chair

Dennis Weller (CLDC Advisor)

Jamie Ganter

**Christine Powers** 

Jack Stopper

Tim LaLonde

**DRI Committee** 

Jamie Ganter - Chair

**Bobby Cantwell** 

Dennis Weller (Advisor)

John Cooper

**Jack Stopper** 

**Chris Powers** 

Under the original agreement dated July 1, 2013, the CLAYTON IMPROVEMENT ASSOCIATION, LTD. ("CIA") dba North Jefferson Improvement Association, and the CLAYTON LOCAL DEVELOPMENT CORPORATION, INC. ("CLDC"), have agreed and do agree to the following:

- 1. The CIA has contracted by Letter Agreement for the services of Kristi Dippel as Executive Director effective January 1, 2025.
- 2. The CLDC agrees to pay the CIA \$35,000 for the compensation of the Executive Director and overhead costs, in consideration of the services set forth below.
- 3. The CIA shall submit an invoice in the month following payment to the Executive Director, which invoice for the amount to be reimbursed by the CLDC, pursuant to Paragraph 2, shall be paid within 14 days.
- 4. The CIA shall supply such administrative and grant writing services as requested by the CLDC, which services shall be performed by CIA employees, including the Executive Director, and under the Executive Director's supervision, in consideration for the compensation reimbursement payment.
- 5. The Executive Director is an employee-at-will of the CIA, subject to its oversight and supervision. Any concerns with the grant writing services provided under this Agreement, or with the compensation reimbursement terms, shall be addressed between the board presidents.
- 6. The term of this compensation reimbursement agreement shall be January 1, 2025 to December 31, 2025; either party may terminate on 60-days written notice.
- 7. Each party agrees to provide advance written notice of at least 60 days if it is not able to support its financial obligation as required pursuant to this contract. At such time, the parties agree to re-negotiate the terms of this contract and discuss the financial implications of one party's default.
- 8. This writing constitutes the entire agreement between the two agencies, and any changes or modifications to the terms of this Agreement must be in writing and signed by the party charged to be effective.

Michael Pavlot	Jamie Ganter
President	Chairman
Clayton Improvement Association, LTD.	Clayton Local Development Corp.
Date	Date