



Board Resolution No. 2023-05-32
May 25, 2023

AUTHORIZING SOCIAL MEDIA POLICY

Whereas, the Development Authority of the North Country operates according to Board policies that are adopted and/or amended by the Board of Directors, as appropriate, and

Whereas, due to the rising use of social media platforms, it is prudent to address how the Authority social media accounts will be managed, as well as address the Authority's expectations of employee's personal social media sites to the extent that such expression does not impair or impede the performance of their job duties or adversely affect the interests of the Authority, and

Whereas, Executive Management have drafted the attached Social Media Policy which set forth the rules, regulations, procedure and appropriate use of social media, and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the Social Media Policy, attached hereto and incorporated in this Resolution

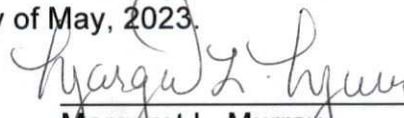
Motion by: D. Mastascusa
Seconded by: T. Hefferon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

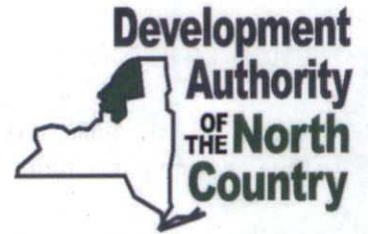
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-32 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

Development Authority of the North Country



Subject: Social Media Policy
Adopted: May 25, 2023
Resolution: 2023-05-32

SOCIAL MEDIA POLICY

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SECTION 1.0 PURPOSE

The purpose of this Policy is to set forth the rules, regulations, procedure and appropriate use of social media as it pertains to the Development Authority of the North Country.

This Policy is not meant to address any particular form of social media, but rather to address the use of social media in general, including, but not limited to social media tools and applications that may result from future advances in technology.

SECTION 2.0 SCOPE

This Policy applies to all Authority employees.

“Social media” refers to social networking websites and applications including, but not limited to, Facebook, LinkedIn, Google + and Twitter, as well as blogs and video, music and photo sharing sites including, but not limited to, YouTube, Snapchat, Instagram, TikTok and Flickr. Social media also includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Authority. This Policy applies to social media accessed via all types of devices, including, but not limited to, personal and/or work-issued mobile devices, computers, tablets, cell phones, etc.

Employees are free to express themselves on matters of public concern as private citizens on social media outlets with limited exceptions outlined herein. Nothing in this Policy is intended to interfere with an individual’s constitutional rights; however, employees and affiliated non-employees should adhere to the guidelines set forth below when representing themselves as affiliated with the Authority or in communicating with others affiliated with the Authority or communicating about your work with the Authority.

SECTION 3.0 AUTHORITY SOCIAL MEDIA ACCOUNTS

3.1 CREATION OF ACCOUNTS

Creation of Accounts: No Development Authority social media account shall be created without the written approval of the Executive Director.

3.2 MANAGEMENT OF ACCOUNTS

The Authority’s social media accounts shall be managed by the Director of Public Affairs and Communications unless otherwise delegated by the Executive Director. Division Directors who would like to post on an Authority social media account must create the content they would like posted and send it to the Director of Public Affairs and Communications for authorization prior to posting.

3.3 PROPER USE

The Authority shall utilize social media outlets to disseminate information to the public. Social media is a means for the Authority to advertise events, public meetings, emergency notifications, project updates, improve government transparency and support operational efficiency.

1. The use of social media shall be in addition to, and not in place of, the Authority’s other means of communication already in place such as, but not limited to, e-mail blasts and posts on the Authority’s website.
2. When possible, messaging, comment and reply capabilities shall be turned off or disabled on all Authority’s social media accounts. Authority social media accounts are intended to act as limited public forums and shall not be used as a means for individuals to contact the Authority or to otherwise discuss Authority issues. If

comments and/or replies are disabled, a statement will be made indicating such in the "about us" or "bio" with instructions on where to send comments, questions, concerns, complaints, etc.

If there are "about" or "biography" sections of Authority social media accounts, they shall include the following: "The purpose of this site is to present matters of public interest. This social media account shall not be used as a substitute or as a means for public communication to the Authority. All comments and messages by the public which require review and/or response by the Authority should be communicated directly to the Authority by email, letter, phone call, or in-person visits or appointments with the appropriate Authority employee and/or official."

3. Authority social media accounts may link, like, or otherwise associate with social media sites of other governmental agencies or non-governmental agencies as appropriate. The Director of Public Affairs and Communications or designee is permitted to like content of such agencies, but is not permitted to post comments on other pages/accounts.

SECTION 4.0 PERSONAL SOCIAL MEDIA USAGE BY AUTHORITY EMPLOYEES

4.1 GUIDELINES

The Authority respects its employees' rights to personal expression as private citizens on personal social media sites to the extent that such expression does not impair or impede the performance of their job duties or adversely affect the interests of the Authority. Ultimately, individuals are solely responsible for all activities and posts on their own social media accounts and should be aware that their posts may remain archived on the internet even if deleted.

When using personal social media accounts, the following rules and guidelines shall be adhered to:

1. Employees and affiliated non-employees are prohibited from using Authority e-mail addresses to register for personal social media accounts or blogs.
2. Unless otherwise authorized, employees shall not represent themselves as a spokesperson for the Authority. The Director of Communications and Public Affairs is the media spokesperson for the Authority.
3. If a personal email, posting on social media or other electronic message could reasonably be construed to be an official Authority communication, a disclaimer is required. An example of such disclaimer is: "The views and opinions expressed are my own and do not necessarily reflect the views of the Development Authority of the North Country."
4. Employees and affiliated non-employees shall not knowingly publish false or misleading information about the Authority, or their co-workers, supervisors, vendors, residents or others affiliated with the Authority.
5. Employees and affiliated non-employees shall not publish confidential information. "Confidential information" includes internal Authority reports, policies, procedures or other internal business-related private communications and private information about co-workers, supervisors, board members, vendors, government officials and others affiliated with the Authority, such as addresses, social security numbers, telephone numbers, dates of birth, employment/personnel records, etc. This prohibition is not intended to restrict an employee's right to discuss terms and conditions of employment.
6. As with other Authority policies, conduct that adversely affects an employee's job performance, the performance of fellow employees or otherwise adversely affects an employee's ability to represent the Authority in their official capacity may result in disciplinary action up to and including termination.

4.2 PERSONAL RESPONSIBILITY

Authority personnel shall assume that their speech and related activity on personal social media sites will be viewed by others and may reflect upon their position within the Authority.

4.3 PERSONAL CONDUCT

Employees shall strive to always be fair and courteous to fellow employees, affiliated non-employees, board members and others who work with the Authority. Employees must keep in mind that they are more likely to resolve work-related complaints by speaking directly with their co-workers or contacting their immediate supervisor, rather than by posting complaints to a social media outlet. If an employee decides to post complaints or criticism on social media, they must avoid using statements, photographs, video or audio that: (1) reasonably could be viewed as malicious, obscene, threatening or intimidating; or (2) might constitute discrimination, harassment or bullying. Examples of such conduct include, but are not limited to, offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, age, religion, disability, sexual orientation, predisposing genetic characteristics, genetic information, national origin, military status, color, marital status, familial status, domestic violence victim status, or any other characteristics protected by law. Social media posts that could contribute to a hostile work environment also will not be tolerated.

4.4 SEXUAL HARRASSMENT PREVENTION POLICY

Employees’ use of social media is also subject to the Authority’s Sexual Harassment Prevention Policy, Workplace Violence Prevention Policy and Personnel Policy as well as the Authority’s other policies and standards of conduct, rules, and regulations. Employees shall not harass anyone in contravention of the Authority’s Workplace Violence Prevention Policy, regardless of the time, place, form, or manner in which the information is posted or transmitted. Online postings that harass or threaten any Authority employee, affiliated non-employee or others are expressly prohibited.

4.5 PUBLIC SERVICE

Authority employees are reminded that they serve the public. Employees shall be mindful that any communication that disparages and/or damages the public’s trust may negatively impact the Authority’s ability to serve the public and the individual employee’s ability to serve in an official capacity for the Authority.

SECTION 5.0 DISCLAIMER

Nothing contained in this Policy is intended or should be construed to impair or otherwise limit the right of any employee to engage in lawfully protected and concerted activity, including, but not limited to discussing wages or other terms and conditions of employment, or making legally protected statements or reports to internal or external authorities.

Nothing in this Policy is intended to or should be interpreted as interfering with, limiting or restricting the rights provided to individuals under the First Amendment, the Taylor Law or any other law. To the extent a section of this Policy is found to be in violation of an individual’s rights, or becomes invalid or is otherwise unenforceable by reason of legislation or court decision, all other provisions of this Policy shall remain in full force and effect.

SECTION 6.0 RECORD OR REVISIONS

Revision Date	Resolution #
May 25, 2023	2023-05-32



Board Resolution No. 2023-05-33
May 25, 2023

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF CHATEAUGAY
SEWER IMPROVEMENT PROJECT**

Whereas, the Village of Chateaugay has determined the Development Authority of the North County (Authority) is qualified and equipped to provide technical assistance and project management services and desires to engage the Authority to assist with planning and management for a sewer system capital improvement project, and

Whereas, it is the intent of the Village of Chateaugay to retain an engineering firm and bid the construction work, with the Authority working in an advisory capacity to the Village Mayor and Board, and

Whereas, the total cost of the services to be provided by the Authority through completion of the funding, design, and bid phase of the project shall not exceed \$15,000.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Chateaugay, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

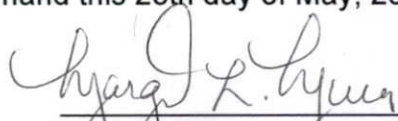
Motion by: T. Hefferon
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-05-34
May 25, 2023

**TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE
SEWER DISTRICT No. 1 IMPROVEMENT PROJECT**

Whereas, pursuant to **Resolution No. 2018-02-05**, the Development Authority of the North Country (Authority) and the Town of Tupper Lake (Town) entered into an Agreement dated January 29, 2018 to provide technical service assistance related to the implementation of sewer district consolidation, and

Whereas, part of this project involved the development of an Asset Management Plan for the Town's sewer system infrastructure, and

Whereas, the Town has requested additional technical services from the Authority related to the implementation of some of the recommendations within the Asset Management Plan, and

Whereas, the scope of the Authority's services will include technical services related to system upgrades and the potential expansion of the existing district for a not to exceed fee of \$12,000.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

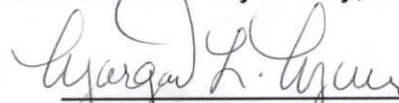
Motion by: D. Mastascusa
Seconded by: E. Virkler

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
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DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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Margaret L. Murray
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
SEWER DISTRICT NO. 1 EXPANSION AND SYSTEM IMPROVEMENT PROJECT**

WITH THE

TOWN OF TUPPER LAKE

This Agreement entered into this _____ day of _____ 2023, by and between:

TOWN OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 120 Demars Boulevard, Tupper Lake, New York 12986, herein after referred to as "Town",

And

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 317 Washington Street, Watertown, New York 13601, hereinafter referred to as "Authority".

Recitals

- A. The Authority has assisted the Town of Tupper Lake with many initiatives and projects throughout the last 10 years including a Water and Sewer District Consolidation Study, a water and sewer utility Asset Management Plan, Town Hall Access improvements project, Water District No. 3 system upgrades. The Authority is currently providing web-based GIS hosting services, and providing technical assistance related to North Country Infrastructure GIS Mapping Project, and redevelopment planning of the Little Wolf Beach/Campground Area.
- B. The Town of Tupper Lake now intends to undertake a collection system improvement project for Sewer District No. 1 to address recommendations from the 2019 Asset Management Plan, and potentially expand district boundaries to accommodate growth.
- C. The Town has requested technical services from the Authority to assist the Town with this project. At its Board meeting held on _____, the Board approved the Authority to assist the Town with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The scope of services that will be performed by the Authority is as follows:

Phase 1- Project Development

The first phase of the project is to identify the technical, legal, and budget requirements for expanding the Sewer District 1 boundary to include the appropriate parcels, and the infrastructure improvements needed to serve the entire district.

- a. Project Management:

The Authority will coordinate all aspects of the project through completion of the Preliminary Engineering Report (PER) needed to apply for project funding. Services will include: coordinating with Town and Village of Tupper Lake staff throughout the project duration; coordinating Town staff, Town Board and the Town Attorney to plan for district expansion; soliciting and coordinating the services of an engineering firm contracted by the Town, and attending six (6) Town Board meetings (as requested) to report on the project requirements and status.

- b. Development of the PER Request for Proposal (RFP):

The Authority will work with the Town to develop a customized RFP package defining the scope of work the Town desires to complete. The process and RFP requirements shall comply with the November 15, 2022 New York State Revolving Fund Architectural/Engineering Services Procurement Memorandum for SRF Funded Projects.

- c. RFP Oversight:

The Authority will assist the Town in its selection of a firm for Town Board consideration by providing services to: conduct the RFP solicitation process; answer engineer questions during the RFP phase; attend and administer a pre-proposal meeting; open received proposals; provide a tabulation of responsive proponents; attend interviews, if requested; and review the proposed services agreement. The Town Board will make the final selection of the firm and execute the contract upon final recommendation of the Town Attorney.

- d. PER Preparation:

The Authority will manage the PER preparation process to a timely completion. The Authority will provide input to the PER development regarding the Town's needs and system operations, and review the PER

once completed to provide final comments. Due to the possibility of district expansion, PER preparation will need to account for the added users. The Authority will ensure the engineering firm includes the necessary information related to district expansion in the PER.

Phase 2 - Project Implementation

The second phase of the project will include developing a funding strategy to execute all project components, completing the district expansion process, implementing the loan and grant application process, and completing design and construction of the necessary improvements. If requested by the Town, the Authority can provide an amendment to assist with Phase 2 services.

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services shall not exceed \$12,000.

The fee is based on an anticipated 9-month project duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the Phase 1 scope of services is completed or at which time the Town elects to discontinue services. Should the Town elect to proceed with additional services related to the Sewer District No. 1 Expansion and System Improvement Project, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Assistant Director of Engineering	\$100	NA
Controls Engineer	\$95	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Director of Water Quality Management	\$110	NA
Assistant Director of Water Quality Management	\$105	NA
Water Quality Supervisor - Operations	\$87	NA
Water Quality Supervisor - Management Services	\$83	NA
Water Quality Senior Operator	\$70	\$89
Water Quality Coordinator	\$70	NA
Water Quality Operator	\$63	\$80
Administrative Specialist	\$62	\$80
Water Quality Technician	\$55	\$71

3. The Town shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
5. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

10. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

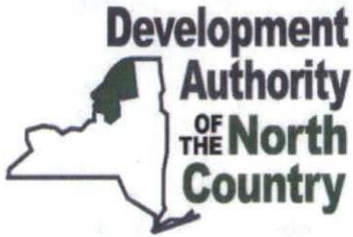
By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF TUPPER LAKE

By: _____

Rick Dattola
Supervisor



Board Resolution No. 2023-05-35
May 25, 2023

OPERATING PERMIT RULES AND REQUIREMENTS
MATERIALS MANAGEMENT FACILITY
REVISION

Whereas, the Development Authority of the North Country operates the Materials Management Facility, a regional landfill, under New York State Department of Environmental Conservation Operating Permit #6.225/00007/00006, and

Whereas, the Operating Permit issued to the Authority requires the establishment of operating rules and requirements applicable to entities which utilize the regional landfill, and

Whereas, to obtain access and utilization of the regional landfill requires the user to possess a valid access permit issued by the Authority upon the user certification of their understanding and acceptance of all applicable rules, local laws, State and Federal requirements, and

Whereas, to obtain an access permit, the user shall complete an application provided by the Authority, provide adequate proof of insurance and pay an annual permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2021-05-82** the Development Authority of the North Country's Solid Waste Landfill Rules were last revised, and

Whereas, it is necessary for Executive Management to periodically review and update said permit requirements, rules and fees, to accurately reflect current requirements.

Now, therefore be it

RESOLVED, that the Authority Executive Director is hereby authorized to implement said rules, applications, permits and fees attached hereto and incorporated into this Resolution, effective May 25, 2023.

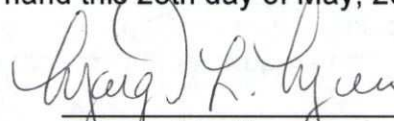
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Margaret L. Murray
Board Chairperson

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

MATERIALS MANAGEMENT FACILITY

Solid Waste Disposal Permit Requirements, Permit Application & Landfill Site Rules

NYSDEC Operating Permit # 6-2252/00007/00006



**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
MATERIALS MANAGEMENT FACILITY**

23400 NYS RT 177

RODMAN, NY 13682

PHONE: (315) 661-3230 FAX: (315) 661-3231

www.danc.org

www.northcountryrecycles.org

Rev. MARCH 2023

Development Authority of the North Country Governance Policies

**Subject: Solid Waste Disposal Permit Requirements,
Permit Application and Landfill Site Rules**

Adopted: May 25, 2023

Resolution: 2023-05-XX



Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

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These rules and regulations apply to the disposal of all solid waste at the Development Authority of the North Country's (the Authority) Materials Management Facility (MMF), Rodman, NY. In addition, the provisions of Local Law 1 of 2014 for Jefferson County, Local Law 3 of 2015 for Lewis County and Local Law 2 of 1997 amending Local Law 5 of 1991 for St. Lawrence County (Local laws) shall be applicable to all permits issued hereunder and must be fully complied with by the permit holder.

SECTION 1.0 INTRODUCTION

All companies, haulers, municipalities or other entities shall obtain a permit issued by the Development Authority of the North Country authorizing the permit holder to dispose of solid waste at the Authority's regional landfill in Rodman, NY.

1. Any permit issued by the Authority shall be subject to the terms, conditions, rules and regulations set forth hereunder, in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
2. The Authority reserves the right to deny a permit to any hauler, company, partnership, municipality or other entity that it deems unfit based on prior activities, information submitted in the permit application or obtained from reliable sources.
3. The Authority reserves the right to revoke any permit for failure to comply with the terms, conditions, rules and regulations set forth hereunder and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
4. The Authority reserves the right to refuse to renew a permit in the event the permit holder has failed or is failing to comply with terms, conditions, rules and regulations set forth hereunder, and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
5. Failure to comply with the terms, conditions, rules and regulations, and requirements of a permit issued hereunder and/or failure to comply with the Local Laws, shall subject any such permit holder to penalties, including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 2.0 PERMIT TERMS AND CONDITIONS

1. This permit shall be renewed in accordance with the provisions set forth in these procedures.
2. The permit holder must comply with all applicable Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.
3. Permit holders shall respond to any information requests from the Authority in the method and timeframe specified therein.
4. All loads of solid waste must be covered upon arrival at the Materials Management Facility. Failure to tarp, or cover, loads arriving at the landfill may result in penalties including, but not limited to, monetary fines and revocation of permits.
5. The permit holder shall use only the routes designated in the permit application for delivery of solid waste to the Authority's Landfill. (See Section 5.0)
6. Solid waste and recyclables shall not be co-mingled at any time. (See Section 6.0)
7. The permit holder shall procure and maintain vehicle and general liability insurance throughout the term of the Permit. (See Section 7.0)
8. Only waste originating from Jefferson, Lewis, and St. Lawrence Counties shall be accepted at the facility without prior authorization from the Authority. Authorization shall be determined by the Director of Materials Management based on beneficial use, and need for the proposed waste. Beneficial use waste from outside the tri-county area shall require approval from the Executive Director.

SECTION 3.0 PERMIT PROCESS

1. Companies, haulers, municipalities or other entities must apply for and be granted a MMF Waste Disposal Permit. Permits are valid for a period of one year, from April 1st through March 31st. Permit applications received after April 1st, but before March 31st, will be valid only through March 31st and will not be prorated. The permit application form must be filled out completely and submitted along with the appropriate fees and required documentation or it will be returned or denied at the Authority's discretion. Applicants shall supply a Certificate of Insurance (See Section 7) to the Authority at the time their application is submitted.
2. Upon receipt of the permit application, Authority staff shall review the application for completeness and accuracy. If information presented by the applicant appears accurate and complete, and applicant deemed fit to be issued a permit, the permit will be granted.
3. The Authority will send a permit renewal application prior to the permit expiration date, if the permittee remains in good standing. The renewal application must be completed and returned along with any required fees and documentation before the expiration of the current permit. Failure to submit the renewal application or provide the required fees and documentation will result in the expiration of the hauler's permit. A new and complete application must then be submitted for reinstatement.
4. Upon issuance of a permit, the hauler will be given an identification decal for each vehicle that has been registered on the permit application and for which the registration fee has been submitted. The decal is specific to the vehicle and shall not be affixed to any other vehicle for any reason. The decal must be affixed to the appropriate vehicle prior to entry in the landfill. The hauler must complete the vehicle registration form and remit the appropriate fee for any vehicle that the hauler wishes to add to the permit. Only vehicles registered to the applicant may be added to the applicant's permit. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. There will be no charge for modifications of that nature.

SECTION 4.0 ENFORCEMENT

Failure to comply with any provision of relevant Federal, State or Local laws or these Rules and Regulations, may subject the permit holder to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, reporting to regulatory agencies or any other action deemed appropriate by the Authority. The Authority reserves the right to assess monetary penalties for violations of these permit rules and regulations that escalate with repeat offenses.

SECTION 5.0 APPROVED LANDFILL ROUTES

A condition of a permit to use this facility requires that you and/or your employees use the following main routes for delivery of any solid waste to the Materials Management Facility, located at 23400 NYS Rt. 177, Rodman, NY.

From points north: Interstate 81 South or US Rt. 11 South to NYS Rt. 177 East

From points south: Interstate 81 North or US Rt. 11 North to NYS Rt. 177 East

From points east: NYS Rt. 12 or County Rt. 194 to NYS Rt. 177 West

Waste hauling vehicles should not use County Rt. 69, County Rt. 68 (Zoar Rd.), County Rt. 155 (Dry Hill Road) or Fuller Road. The only exception is if you are coming directly from a designated customer on those roads. Waste haulers that are reported to be traveling these roads may be asked for verification of the load origin and may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the Permit holder's permit.

SECTION 6.0 RECYCLING

Recycling is mandated by New York State General Municipal Law § 120-aa. Under this law, municipalities are required to enact local recycling laws. Please refer to the local laws of the counties that you service for specific requirements. The Authority prohibits the commingling and disposal of recyclables with solid waste. In order to qualify for a waste disposal permit at the Authority's landfill, a hauler of solid waste **must**:

1. Offer customers recycling services in addition to solid waste disposal.
2. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.
3. Provide information to customers about what materials are collected for recycling in this region and what is prohibited from being disposed of in the trash.
4. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.
5. Spot check customer loads for compliance with recycling.
6. Disclose to the Authority how recyclables are collected, where the collected recyclables are disposed of and provide annual tonnages of recyclables collected on the recyclable report form that is sent to the permit holder annually at the beginning of the year for the previous year's activities.

Additionally:

1. Loads containing 30% or more recyclable material, as determined by Authority staff, may be subject to surcharges, fines or rejection of the load. Surcharge will be double the tipping fee rate at a minimum.
2. Companies with repeat violations of excessive recyclables in their loads may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
3. Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.
4. Unacceptable wastes as defined in 11.2 of this section may be returned to the hauler for proper disposal if the unacceptable waste is still intact and may be safely returned to the hauler's vehicle, preferably by mechanical means.

SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, the Permit Holder shall defend and indemnify the Authority, all of its officers, agents, and employees from and against all liability, claims, damages or losses in any way arising out of or resulting from the transporting or dumping of waste or the operation of the permit holder's vehicles or equipment whether or not such claim, damage, loss or expense is based in whole or in part [or solely] upon any negligent act or omission of the Authority or any of its officers, employees or agents.

Please submit a current certificate of insurance with this application. Do not send under separate cover.

The "Certificate(s) of Insurance" to be filed with the application shall be acceptable by the Authority and executed by the representatives of an insurance company duly licensed, authorized and qualified to do business in the State of New York, evidencing that said insurance company has issued liability and property damage insurance policies. The Authority must be listed as certificate holder as listed below and cover the following:

Development Authority of the North Country
Materials Management Facility
23400 New York State Route 177
Rodman, New York 13682

1. Commercial General Liability

- Commercial General Liability with Limits of Insurance not less than \$1,000,000 each Occurrence and \$2,000,000 Aggregate, \$2,000,000 Products & Completed Operations Aggregate ("Completed Operations Coverage").
- No deductibles allowed.
- CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, Products & Completed Operations coverage, and personal and advertising injury and contractual liability. Copy of General Liability schedule of forms and endorsements may be requested for further review.

2. Automobile Liability

- Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.
- Business Auto Liability must provide coverage for all owned, non-owned and hired/borrowed automobiles.
- If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Permit Holder shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

3. Workers Compensation/Employers Liability

- Workers Compensation and Employers Liability shall be maintained for the State of New York and the Authority for all employees with coverage meeting the required statutory limits for this insurance.
- The Permit Holder must obtain ONE of the following forms as proof of Workers' Compensation coverage:
 - **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or
 - **Form U-26.3** issued by the State Insurance Fund; or
 - **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or
 - **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.
 - On forms where a certificate holder can be indicated, the name of the Development Authority of the North Country shall be entered in this field, as the insurance carrier will notify the certificate holder if a policy is canceled.
4. **Commercial Umbrella Policy**
- Umbrella Limits must be \$1,000,000. Umbrella policy must follow form on the Commercial General Liability, Automobile Liability and Workers Compensation/Employers Liability.
5. **New York State Disability/Paid Family Leave**
- Coverage must be statutory for all employees in New York State.
 - Proof of Disability Benefits Coverage:
 - To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the Development Authority of the North Country (Authority). For each new contract or contract renewal, the Authority must obtain ONE of the following forms from the Contractor to prove the Contractor has appropriate disability benefits insurance coverage:
 - **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
 - **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
 - **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage

Primary Coverage: All insurance policies shall provide that the required coverages shall apply on a primary and not on an excess or contributory basis to any other valid and collectible insurance that may be available to any Additional Insureds. Any insurance maintained by any Additional Insureds shall be excess of and shall not contribute with the Permit Holder's insurance regardless of any "other insurance" clauses contained in any Additional Insureds policies.

Additional Insureds: Except Workers Compensation Permit Holder shall name the Development Authority of the North Country, the State of New York, as additional insureds with respect to all operations at the Landfill. The additional insured status shall be on a primary and non-contributing basis over all other valid and collectible insurance. Attached to each applicable certificate of insurance shall be copies of the Additional Insured Endorsements.

Cancellation. The Insurance *shall remain in effect for the term of the permit* and all policies shall be endorsed to provide that written notice shall be given to the Development Authority of the North Country at least thirty (30) days prior to any change in the conditions of the certificate or any expiration or cancellation thereof.

Waiver of Subrogation: Waivers of subrogation applies in favor of the Authority to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage), Automobile Liability, Commercial Property/Inland Marine, Commercial Umbrella, Workers Compensation/ Employers Liability, and any other insurance or self-insurance of the Permit Holder. Permit Holder waive all rights against the Authority, the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waivers of subrogation shall be effective even though the Authority, the State of New York would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premiums directly or indirectly, and whether or not any of them had an insurable interest.

****Important****

It is the responsibility of the permitted hauler to ensure that a current certificate of insurance is sent to the Materials Management Facility upon renewal of your insurance policy. This may or may not coincide with the renewal date of your permit. Haulers will not be allowed to enter the facility if their certificate(s) have expired, if the Authority is not listed as certificate holder or additional insured where required or if a cancellation notice is received without being followed by a reinstatement notification.

SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS

1. Materials Management Facility Information

The Materials Management Facility is located at 23400 NYS Rt. 177, Rodman, NY. Waste receiving hours are Monday through Friday, from 7:15 AM to 3:00 PM. The facility is closed on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Tipping fees are based on weight as determined by the Authority's scales. Rates are determined annually by the Authority Board of Directors. Gate rates and any other applicable charges can be found on the Authority's website, www.danc.org.

2. Vehicle Requirements

- Hauler vehicles must be tandem axle or larger and "self-unloading".
- Vehicles must be equipped with front and rear tow hooks.
- All loads must be tarped per DEC Law Enforcement Regulations and in a manner such that it contains the waste in the vehicle and does not allow escaping litter.
- Vehicles must be in good repair such that leachate does not discharge from the vehicle except within the active landfill area.
- All vehicles must be equipped with a functioning audible back up alarm. All vehicles must be equipped with a functioning CB radio.

Note: The MMF has the right to refuse entry to any vehicle that it determines not to be in compliance with these requirements.

3. Safety Requirements

- Drivers and other personnel must wear approved reflective, high visibility safety attire at all times while outside their vehicles in the active landfill area. Approved apparel is a minimum of a safety vest. All outer garments (safety vest, t-shirt, sweatshirt, jacket if the outermost layer of clothing) must meet or exceed ANSI/ISEA 107-2020, Class II standards, with no obstructions and in a condition such that the reflectivity or visibility is not compromised.
- Drivers and other personnel are required to wear an **approved** hardhat, meeting a minimum of ANSI/ISEA Z89.1-2014, Class C, Type I or Type II standard at all times while outside their vehicles in the active landfill area. Bump caps do not satisfy this requirement.
- Drivers and other personnel are required to wear **appropriate** footwear while outside their vehicle in the active landfill area. Approved footwear must meet ASTM F2413-18 (PR) standards, which has steel toes and are puncture resistant.
- The use of safety glasses while outside the vehicle in the active landfill area is required.
- All vehicles are required to have a working CB radio set on Channel 2 to enable communication with MMF operations personnel and will be required to make contact with MMF staff before proceeding up to the working face. MMF personnel monitor Channel 2. No cursing or other foul language will be tolerated on CB or MMF radios.

- Backup alarms are required and must be in working condition.
- When entering the active landfill area, drivers will stop at the point where indicated by signage. The driver **will not** proceed to the tipping floor until he has been notified by MMF operations personnel (on the CB radio) to do so.
- **The use of cell phones, ear buds, company radios or any other non-authorized audio equipment while operating any motor vehicle is prohibited on Authority property.** CB use is permitted in the active landfill area for communication with operators **only when the vehicle is not moving.**
- **No smoking** is allowed in the active landfill area or within 25 feet of any building at any time.
- Drivers must remain with their vehicle while at the MMF. No person under the age of 16 is permitted outside the vehicle.
- Spacing between vehicles while dumping is a minimum of 15 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
- Drivers should not stand near the rear of the vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should remain in their vehicle at all times at the working face. If necessary to exit the vehicle, drivers should make eye contact with landfill equipment operators or any other vehicle operator and wait for direction before approaching.
- The Authority reserves the right to detain any waste hauling vehicle and its driver on site for any reason deemed appropriate until the matter that warranted the detention is resolved.

4. Stormwater Pollution Prevention

The facility permit prohibits non-stormwater discharges. The term non-stormwater discharges includes: vehicle fluids, drained free liquids from dumpsters and leachate. In an effort to minimize stormwater pollution the following items are required:

- Vehicles must be in good repair such that liquids or materials do not discharge from the vehicle except within the active landfill area.
- Prior to leaving the working face a vehicle walk-around shall be completed to ensure there are no fluid leaks from the vehicle. If leaks are identified, do not leave the landfill, notify the Operators using CB channel 2 for further direction.
- Vehicles must be cleaned out in a designated area at the working face such that no debris leaves the vehicle outside the active landfill area. If there is not a designated area, ask the Operators on CB channel 2 where the cleanout should be performed.

SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS

1. The landfill site speed limit is 15 mph. The access road to the landfill site speed limit is 30 mph. Drivers exceeding the posted speed limit will be issued a verbal warning for the first offense. For additional offenses, the driver's company may be notified and/or the driver may be barred from the facility.
2. The speed limit while entering and exiting the scale is 5 mph.
3. All waste hauling vehicles must weigh in and weigh out. The driver will stop and wait at the spot that is designated by signage until the scale clears.
4. No untarping or turnbuckles are to be undone prior to entering the staging area at the working face. Drivers must remain in their vehicles while waiting in line at the scales.
5. The scale operator will direct traffic flow via a traffic light.
6. When requested, the hauler will supply the scale operator with all the required information about the load that is to be disposed of. This includes the material type, the county from which the waste is coming, and any other information that the scale operator requests. Our automated system currently allows driver to enter this information at the kiosk before entering the active landfill. Tipping fees will be billed to the

hauling firm unless alternate arrangements have been approved. Drivers unable to supply the required information about their load will not be allowed to dump until the information can be obtained.

7. All manifests, bills of lading or other written documents about the load will be presented to the scale operator during the inbound process before the driver leaves the scale.
8. Any hauler willfully misrepresenting required information about their load or attempting to deliver other than acceptable waste as defined herein by the MMF, may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
9. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
10. The MMF reserves the right to reject any load containing unacceptable or unauthorized waste, including recyclables. Additionally, MMF personnel may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory agency, has inspected the material. The MMF may also take any corrective action it deems appropriate, but not limited to, excavating, loading, transporting and disposing the unacceptable waste at proper facilities, all at the cost to the hauler. The hauler agrees to assist the MMF or other legally constituted enforcement agency in efforts to identify the origin of the unacceptable waste.
11. Prohibited materials found within the load may be returned to the hauler.
12. Scavenging of dumped waste will not be permitted at any time.
13. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.
14. Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.
15. If a hauling vehicle becomes stuck in the landfill, the MMF will provide assistance under the following conditions:
 - The driver must request assistance.
 - The driver must attach the towing device (chain/cable) to the front or rear tow hooks on his vehicle.
 - The driver shall remain in his vehicle during the retrieval process and apply slight power as the tow devices start to pull,
 - The Authority shall not be liable for damages resulting from the retrieval process.
 - The Authority reserves the right to refuse assistance and require the hauler to obtain professional towing service.
 - Stuck vehicles will not be pushed by Authority personnel under any circumstances.
16. There is absolutely no overnight staging of waste on landfill property outside the active landfill area.

SECTION 10.0 SPECIAL CONDITIONS

1. Receiving time restrictions may apply to certain materials as deemed necessary by the Authority.
2. Approved friable asbestos loads, or any other material that may require special handling and must be scheduled 24 hours in advance. Asbestos that is manifested as friable, will be handled and billed as friable asbestos.
3. All asbestos containing material (non-friable) must be identified as such to the scale operator. Although legally transported on the roadway as construction debris, non-friable asbestos will be tracked and handled differently at the landfill.

4. Dig out/unloading assistance for loads that cannot be discharged will be available by MMF operations. Hauling companies must first complete the Unloading Assistance/Dig Out Authorization Form (included in this document). (See Unloading Assistance/Dig Out Policy-included in this document- for additional information.) A fee for this service may apply. The driver will be required to request the assistance. Any charges incurred for this service will be indicated on the scale ticket.
5. Materials that require special handling and loads containing excessive recyclable materials may be subject to surcharges and/or fines.
6. A fee for an environmental cleanup may be assessed to the hauler that causes a spill or other incident requiring a cleanup. Such incidents include, but are not limited to, hydraulic oil, brake fluid or fuel leak or spill, leachate discharge other than at the working face, loss of contents from the hauler's load other than at the working face or any other action that requires a cleanup of materials or contents. The fee will be determined by the number of MMF employees needed to perform the cleanup, the length of time the cleanup took and the equipment and/or materials needed to properly cleanup the area(s). This fee will be assessed to the hauler's account. Failure to pay the associated charges may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 11.0 WASTE CATEGORIES

1. Acceptable Waste

The Authority will accept the following for disposal:

Non-hazardous solid waste, including municipal solid waste, commercial waste, industrial waste, construction, and demolition debris, non-hazardous petroleum contaminated soil and municipal and industrial sludges as approved by Authority staff.

2. Unacceptable Waste

The Authority will not accept the following for disposal:

- Septic tank pumping
- Liquid wastes
- Industrial or commercial liquids, sludges, slurries which are less than 20 % solid or contain free liquids
- Large dead animals
- Explosives
- Pesticides
- Herbicides
- Hot ashes
- Sealed containers
- Clean containers 5 gallons or larger shall not be disposed of unless the ends have been cut off and container crushed
- Hazardous wastes as identified in 6NYCRR 360-1.5(b) or Part 371
- Any empty drums or containers which previously contained hazardous waste
- Fluids/Liquids produced from oil or gas production
- Ferrous and non-ferrous scrap metal (including motor vehicles)
- Waste oils
- Green waste
- Waste Tires - except solid rubber tires (non-pneumatic)
- Infectious waste and untreated regulated medical waste
- Lead acid batteries (including motor vehicle batteries)
- Source-separated rechargeable batteries

- White goods (refrigerators, stoves, air conditioners, etc.)
- Source-separated mercury containing products
- Mercury-added consumer products as defined in ECL section 27-2101 or mercury added thermostats as defined in ECL section 27-2901
- Source-separated household hazardous waste
- Any other source separated items that are subject to legislatively enacted product stewardship programs in New York State
- Low level radioactive waste, processed and concentrated naturally occurring radioactive material (NORM) waste.
- Source-separated electronic waste (computers, monitors, TV, computer peripherals, etc.)
- Source-separated recyclable materials (as noted on the list of acceptable recyclables(see www.NorthCountryRecycles.org)
- Mattresses and mattress foundations/box springs
- Waste from Designated Food Scrap Generators as defined by the New York State Food Scraps Recycling Law

3. Radiation Detection

The facility is equipped with a Radioactive Waste Detection System required by NYSDEC and meeting 6NYCRR Part 363 requirements. Vehicles disposing waste at the facility will pass through the scales as well as the Radiation Detection Units located at the southern end of the scales. The goal is to minimize exposure to radiation for our employees and customers and its potential to cause serious effects for human health and environmental impacts.

The system continuously monitors background levels when a vehicle passes through the system. The system measures the radiation levels and alarms at a detection point 4 times the background level. If radiation is detected the system will indicate whether it's a level 1, 2 or 3 alarm depending on how many times above background level. At this point the driver will be notified by customer service and directed to pass through the system 2 more times to confirm the levels. Following confirmation of the level the driver will be directed to a specific staging area for testing as necessary. The policy allows for returning to the generator or stage the container until the waste degrades to acceptable levels.

4. Special Waste

Any waste that is composed of a material that has the potential to exhibit any characteristic of a hazardous waste as defined in NYCRR Part 371, Section 371.3 and 40 CFR Section 261; ignitability, corrosivity, reactivity, or toxicity or any waste, due to its composition or origin, requires special handling for disposal. The Authority will require analytical testing, Safety Data Sheets (SDS), profile forms or manifests as a condition of acceptance of such wastes. Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, industrial wastes and asbestos. **Special wastes require prior approval by the Authority.** The Non-Asbestos Special Waste Profile form must be completed and can be found here: <https://www.danc.org/for-haulers> on the Development Authority website.

SECTION 12.0 UNLOADING ASSISTANCE/ DIG OUT POLICY

All vehicles entering the facility to dispose of waste are required to be **self-unloading**. When a specific need requires it, assistance to release the load will be provided by Authority staff under the following conditions:

1. The permit holder must have a signed *Unloading Assistance/Dig Out Authorization* form on file with the Authority.
2. The driver must request the assistance after exhausting all reasonable efforts to self unload.
3. The permit holder assumes full liability for any damage to the vehicle or any of its parts during the dig out assistance that is not due to gross negligence on the part of Authority staff performing the dig out.
4. Dig out will only be performed from the rear of the vehicle and any waste not removed from this procedure will be the responsibility of the hauler.
5. The driver will remain in the vehicle during the dig out process.
6. The dig out assistance will be performed in accordance with the working face traffic. Managing traffic flow and tipping floor conditions takes precedence over digging out loads.
7. Dig out assistance is not a substitute for vehicles that are in disrepair and cannot self-unload. Any hauler vehicle for which repeated requests are made for unloading assistance due to a mechanical problem may be denied until the vehicle is repaired and in good working order.
8. There will be a charge for unloading assistance/dig out services for loads that do not self-unload. Those charges can be found on our website, www.danc.org along with our gate rates and other surcharges. The charge for the assistance will be assessed on the scale ticket for the associated transaction.
9. There will be no charge for dig out assistance for frozen loads on days that Authority staff declares a weather day, for which one can reasonably expect incoming loads to be frozen.
10. The Development Authority of the North Country reserves the right to refuse unloading/dig out assistance at its discretion.

UNLOADING ASSISTANCE/ DIG OUT AUTHORIZATION FORM

Please complete and submit with permit application if you wish to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

Additional charges may apply

Company Name _____

Address: _____

I, _____ acting as owner/agent/authorized representative of the above named organization, do hereby acknowledge the requirements of the Development Authority of the North Country as specified in the Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules to perform unloading assistance/dig outs at the Authority's Materials Management Facility. Furthermore, I will inform our drivers of this agreement and authorize them to initiate the unloading assistance as they deem necessary. I understand that there will be a charge for this service unless told otherwise. This organization holds harmless and releases the Development Authority of the North Country and any agent acting on their behalf, from all liability for any damage caused by the action of providing the unloading assistance. I realize that the personnel performing the assistance will take reasonable precaution to prevent any damage.

Authorized Signature

Date

Printed Name

Title

Acknowledgement

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ____ day of _____, 20____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

Notary Public

PERMIT APPLICATION
Application Fee \$100.00
Renewal \$50.00

Development Authority
of the North Country
Materials Management Facility

Waste Disposal Permit Application

Part 1: Applicant Information:
(Please type or print legibly)

Business Name _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email Address: _____

Does applicant have a current NYS DEC Part 364 Permit? Yes No

If yes, please attach a copy to this waste disposal permit application

Part 2: Organizational Profile

Legal Name of Company : _____

Taxpayer ID Number: _____

Type of Business: Corporation Partnership Proprietorship

LLC Municipality Other (please specify) _____

Billing statement/invoice email address(es):

Official Use Only

Permit Number _____

Rec'd Date: _____ Completed Date: _____

Check No. _____

Cash _____

Total

Fee: _____

Part 3: Waste Identification

Please identify all types of material or waste for which you are requesting to be permitted for disposal:

____ Municipal Solid Waste (MSW)-Residential ____ MSW -Commercial
____ Industrial Solid Waste* ____ Construction/Demolition Debris
____ Municipal / Industrial Sludge* ____ Contaminated Soil*
____ Asbestos* ____ Ash*
____ Other (specify): _____ ____ Bulk Asbestos*

**Authorization is required on a per case basis for these materials.*

For companies that haul municipal, commercial or industrial solid waste, please indicate how recyclables are collected:

____ source separated ____ dual stream
____ single stream ____ other (specify)

For companies that haul construction & demolition debris, please describe what measures are taken at construction sites to provide for recyclable materials:

Please list where collected recyclables are taken to be disposed of (please list specific site locations)

Please indicate the counties that you service (and from which you will be disposing of solid waste at the Authority's landfill):

____ Jefferson ____ Lewis ____ St. Lawrence
____ Other-Requires Pre-Authorization (please Specify) _____
Hauling Company Name: _____

Part 4: Industrial Waste Identifications (if applicable)

Industrial waste means solid waste generated by manufacturing or industrial processes. (See 6NYCRR Part 360-1.2(b)(87) for examples of such wastes.)

Please identify all industrial customers for which you provide waste disposal services. Include a description of the industrial wastes generated by each customer. A completed industrial waste profile form must be approved and on file for each generator. Analytical testing and/or Safety Data Sheets (SDSs) may be required for approval.

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

A Special Waste Profile is available for download from our website, <https://www.danc.org/departments/materialsmanagement/LandfillPermits>

A completed profile and any requested SDS or analytical testing must accompany the profile in order to consider the material for disposal. All industrial waste must be pre-approved prior to disposal.

Hauling Company Name: _____

Part 5: Vehicle Information ---\$10.00 charge for each registered power unit.

Please list all vehicles that you wish to permit. **Vehicles must be registered to the applicant.** An identification decal will be issued for all listed vehicles and must be affixed to that vehicle prior to entry to the landfill. Include a current copy of each vehicle's registration with your submittal.

	Vehicle Type*	Vehicle Year & Make	License Plate #	Capacity (Cu Yds)	VIN#	DANC ID# Internal use only
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

*Vehicle Type Dump truck (DT) Rolloff (R/O) Frontload(FL) Rearload(RL) Sideload(SL) Tractor(TR)

Part 6: Application Fees

Permit Fee (includes credit application processing):
initial \$ 100.00 / annual renewal \$50.00 \$ _____

Vehicle Registration Fee:
Number of Vehicles _____ at \$10.00 per vehicle \$ _____

Total Fees Due: \$ _____

Please make check payable to "Development Authority of the North Country" and submit with completed application to 23400 NYS Rt. 177, Rodman, NY 13682.

Incomplete applications, applications submitted without permit fee and applications submitted without required certificates of insurance will not be processed.

Part 7: Certification

In compliance with the Terms and Conditions of the Development Authority of the North Country's Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

I, _____, acknowledge that I have read and am familiar with:

___ The Authority's Permit Requirements, Application and Site Rules.

___ The Local Laws of the Counties from which I have applied to haul waste from.

___ Flow control legislation in the applicable Counties

I hereby agree to operate in accordance with such requirements in the event a permit is issued. I also affirm that the statements made on the permit application form including any attached papers are true, and that I am aware that knowingly filing false statements is subject to persecution under the Penal Law.

Accepted and Agreed to:

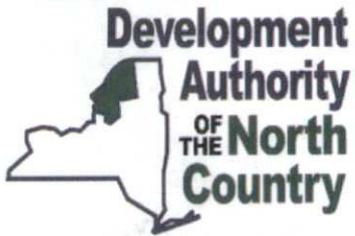
By: _____
Principal or Owner (Print Name)

Signature

Title

Date

Approval of this information does not relieve the applicant of responsibility of complying with any other applicable Local, State or Federal Regulations.



Board Resolution No. 2023-05-36
May 25, 2023

LEACHATE TREATMENT AGREEMENT
CITY OF OGDENSBURG

Whereas, the Development Authority of the North Country purchases leachate treatment services from the City of Watertown for leachate generated by the Materials Management Facility pursuant to an agreement dated April 1, 2021, and

Whereas, it is a requirement of the Authority's 6 NYCRR Part 360 operating permit for the Materials Management Facility to have an alternate location that can treat the leachate produced by the facility, and

Whereas, the current alternate treatment locations are in the City of Rome and the City of Auburn, and

Whereas, City of Ogdensburg's Water Pollution Control Facility has issued a Significant Industrial User Permit to the Authority to accept up to 65,000 gallons per day of leachate, and

Whereas, City of Ogdensburg and Authority staff have agreed upon the terms and conditions specified in the attached Leachate Treatment Agreement, and

Whereas, Authority counsel has reviewed said Leachate Treatment regarding its form.

Now, therefore be it

RESOLVED, that the Leachate Treatment Agreement, by and between the Development Authority of the North Country and the City of Ogdensburg, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement for a period of 3 years.

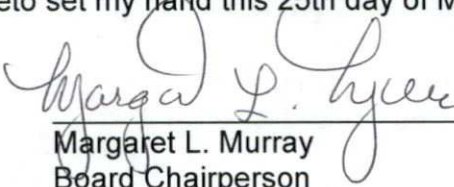
Motion by: T. Hefferon
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-36 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

LEACHATE TREATMENT AGREEMENT

This Leachate Treatment Agreement made as of May ____, 2023 by and between the Development Authority of the North Country with offices at Dulles State Office Building, Watertown, New York ("Authority") and the City of Ogdensburg with offices at 330 Ford Street, Ogdensburg, NY ("City")

RECITALS

1. Authority owns and operates a solid waste management facility in the Town of Rodman, New York in accordance with the New York Environmental Conservation Law and Part 360 of Title 6 of N.Y.C.R.R., which requires construction of double liner and leachate collection and detection systems.
2. The leachate generated by the solid waste management facility must be properly disposed of through a wastewater treatment facility capable of accepting the leachate for treatment.
3. The wastewater treatment facility owned and operated by the City has the reserve capacity to treat the projected quantity of such leachate and the City desires to undertake such treatment subject to certain terms and conditions and other environmental regulations.
4. This contract is authorized pursuant to Section 2706 of Public Authorities Law.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Term. The term of this Agreement shall commence on June 1, 2023 and shall continue for a term of three years.

Section 2. Acceptance and Treatment of Leachate. The City shall accept from Authority, at the wastewater treatment facility, all leachate generated by the Authority's solid waste management facility and properly treat and dispose of the same. Authority shall deliver such leachate to the City's wastewater treatment facility by tank truck and discharge the same into the City's facility in accordance with the City's requirements and procedures. Notwithstanding the foregoing, the City reserves the right to reject such leachate if its acceptance would place the City in violation of any Federal, State or Local environmental quality, safety, and discharge standards then in effect.

Section 3. Measuring and Recording. The City shall measure the quantity of each delivery of leachate as the full rated capacity of the tanker truck. If, at the time of delivery, Authority provides evidence of actual volume, City will accept such evidence as accurate.

Section 4. Prohibited Deliveries. Authority shall not deliver to City any wastes not generated by the Authority's solid waste management facility.

Section 5. Testing. The City shall provide and use reliable devices, methods, and procedures for determining from time to time as necessary, the quality and other characteristics of Authority's leachate. A copy of every such determination made by the City shall be mailed to the Authority upon request. The City shall make and keep permanent records of the volume, and, when ascertained, the quality and other characteristics of leachate delivered by the Authority. Any detailed analysis of the quality of the Authority's leachate shall be performed by private independent certified laboratories with the cost of said testing to be borne by the Authority.

Section 6. Payment for Service. For all leachate deliveries made by the Authority to the City's treatment facility, the Authority shall pay:

- \$0.05 per gallon for the first 1,000,000 gallons,
- \$0.031 per gallon for all leachate received over 1,000,000 gallons in any given calendar year.

The Authority guarantees payment for a minimum of 30,000 gallons of leachate per month as measured from the 1st calendar day of the month through the last day of the month. In any month where the minimum quantity of leachate delivered does not meet the minimum, the Authority agrees to pay the City the price per gallon identified above for the difference between the actual leachate received and 30,000 gallons.

The rate per gallon shall increase by one percent (1%), starting on April 1 of each subsequent year. At no time during the term of this Agreement shall the per gallon rate charged for leachate exceed 80% of the City's codified per gallon rate for tanker hauled leachate.

Section 7. Billing. Monthly charges for leachate treatment services shall be billed by the City to the Authority. All billings shall be paid within thirty (30) days of the issuance of the bill and late payments will be subject to the City's late payment charges as defined by City Code.

Section 8. No Accruals of Causes of Action. Authority acknowledges the continuing nature of the services provided by the City under this Agreement and that billings by the City do not affect the Authority's obligations to pay for services provided during the term of this Agreement. The city billings shall not be construed as accruals for purposes of asserting claims against the Authority for amounts owed.

Section 9. Accounts. The City will keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the treatment plant or any part thereof, and which, together with all other books and papers of the City, shall at all reasonable times be subject to public inspection, as required by law. The City will cause its books and accounts to be audited annually, and within thirty (30) days after the completion of such audit, copies of the reports of such audits so made shall be furnished to the Authority.

Section 10. Liability. The City shall use reasonable diligence to provide regular uninterrupted treatment of leachate, but shall not be liable for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the City. Such causes may include, but are not restricted to, acts of the State or federal government, acts of God or of the public enemy, acts of the Government in

either its sovereign or contractual capacity, fires, floods, epidemics, riots, civil disturbances, quarantine, restrictions, inability to obtain equipment or supplies, strikes, or failure or breakdown of facilities.

Section 11. Effect of Breach. Failure of the part of the City or the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not relieve the Authority from making any payment to the City or fully performing any other obligation required of it under this Agreement, but the Authority may have and pursue any and all other remedies provided by law for compelling performance by the City of said obligation assumed by or imposed upon the City if performance is not otherwise excused by the terms of this Agreement.

Section 12. Certain Acts Not as Waiver. Acceptance by the City of the treatment of leachate with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Agreement in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any provisions of this Agreement and shall not in any way obligate the City thereafter to accept or make provisions for leachate delivery into the treatment plant with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 13. Entire Agreement. This Agreement shall be in full force and effect and be legally binding upon the City and the Authority and contains the entire agreement between the parties. It may be modified or amended only by written agreement thereto signed by the parties.

Section 14. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 15: Supersedence. This Agreement supersedes in all respects any and all prior Leachate Treatment Agreements between the parties.

Section 16. Re-Opener for Certain Changes Imposed upon the Parties. If the City is required by operation of Federal or State law, regulation, or permit to undertake steps or employ methods which materially increase the City's cost of treating leachate, the City shall have the right to reopen negotiations under this Agreement to address such issues, and each party shall have the obligation to negotiate a continuance of the Agreement in good faith. For purposes of this paragraph, material increases in cost to treat leachate may be claimed by the City, but shall be deemed to exist if the increase necessitated by changed requirements exceeds 15% of the previous year's cost to treat the leachate. Notwithstanding anything to the contrary contained in the foregoing, the Parties agree that the City must provide the Authority with notice of any such claimed material cost increase along with documentary evidence reasonably sufficient to prove the material cost increase. The parties agree that subsequent to such notice, they will work diligently to negotiate the continuance of the Agreement in good faith.

All of the above is established by the following signatures for the respective parties

DEVELOPMENT AUTHORITY OF THE NORT COUNTRY

Date: _____

By: _____

Carl E. Farone, Jr., Executive Director

CITY OF OGDENSBURG

Date: _____

By: _____

_____, City Manager



Board Resolution No. 2023-05-37
May 25, 2023

**NORTHERN BORDER REGIONAL COMMISSION
CATALYST GRANT PROGRAM
AUTHORIZATION**

Whereas, the Development Authority of the North Country submitted a Letter of Interest on behalf of Jefferson, Lewis and St. Lawrence Counties to advance broadband initiatives in each of the counties through the Northern Border Regional Commission's Catalyst Grant Program ("Grant"), and

Whereas, the Northern Border Regional Commission invited the Development Authority to submit an application for funding through the Catalyst Program that is due June 2, 2023, and

Whereas, Development Authority staff has worked with the three counties to identify areas unserved by broadband infrastructure, and to apply for funding to bring service to the residents, and

Whereas, the Development Authority will apply for, on behalf of Jefferson, Lewis, and St. Lawrence Counties, funding of up to \$2,830,079 through the Grant to bring high-speed broadband to approximately 488 currently unserved households in rural areas of these counties, and

Whereas, the Grant requires a 20% match that will be comprised of \$676,270 from the counties and \$31,250 from the Development Authority through in-kind staff labor, and

Whereas, the counties have committed to providing the cash match and have assisted Development Authority staff in identifying the locations to be served, and

Whereas, the Development Authority will own the assets for their useful life, and

Whereas, the Grant meets the Development Authority's Strategic Initiative 1 to pursue telecommunications infrastructure development and maintenance in fostering regional economic growth or increased community development.

Now, therefore be it

RESOLVED, the Development Authority of the North Country board of directors authorizes Carl E. Farone Jr., Executive Director, the Authorized Official to make and sign a Catalyst Grant Program application to the Northern Border Regional Commission for a total project of \$3,537,599 of which \$2,830,079 is Grant funded and \$707,520 is match and, further be it

RESOLVED, the Development Authority of the North Country board of directors authorizes Carl E. Farone Jr., Executive Director, to execute all documents necessary to the submission and execution of said Grant, to include establishing a NBRC Catalyst Capital Project in the amount of \$3,537,599.

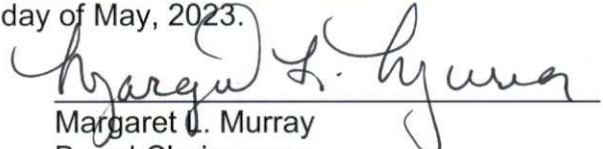
Motion by: T. Hefferon
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Abstained
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Abstained

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-37 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.


Margaret L. Murray
Board Chairperson

PROPOSED GRANT

Funding Source (NBRC, other federal, state, local, other)	Type of Funding (grant, loan, in- kind)	Amount	Date of Commitment, Secured/Pending
NBRC-Federal	Grant	\$2,830,079	Pending, August 2023
Jefferson County-Local	Grant	\$224,950	Pending, June 2023
St. Lawrence County- Local	Grant	\$222,653	Pending, June 2023
Lewis County-Local	Grant	\$228,667	Pending, June 2023
Development Authority, Local	In-kind	\$31,250	Pending, May 2023
Total Federal:		\$2,830,079	
Total Non-Federal:		\$707,520	
Grand Total:		\$3,537,599	

PROPOSED SERVICE AREA

Town	County	Total Town Population	Est. # Unserved Households
Theresa	Jefferson	2,648	57
Champion	Jefferson	4,562	30
Rutland	Jefferson	3,038	14
Oswegatchie	St. Lawrence	4,158	18
Colton	St. Lawrence	1,530	22
Brasher	St. Lawrence	2,627	28
De Peyster	St. Lawrence	1,023	36
Martinsburg	Lewis	1,316	140
Diana	Lewis	1,610	43
Scattered sites-Starlink	Lewis		100



Board Resolution No. 2023-05-38
May 25, 2023

TELECOMMUNICATIONS DIVISION
FY 2022-2023 CAPITAL PROJECT BUDGET AMENDMENT NO. 2
NEW YORK POWER AUTHORITY FIBER TO THE PREMISE

Whereas, pursuant to **Resolution No. 2022-02-12** the Development Authority of the North Country established a \$1,400,000 capital project budget for the construction of a fiber to the premise network in the towns of Diana and Pitcairn, and

Whereas, the project was funded by the New York Power Authority (NYPA) as part of the New York State ConnectAll Pilot Program and consists of connecting approximately 290 unserved homes in Lewis and St. Lawrence Counties, and

Whereas, pursuant to **Resolution No. 2023-02-14** the initial project budget was increased by \$500,000, to cover additional expenses for make ready construction and fiber optic procurement that were not anticipated at the time the initial project budget, and

Whereas, the NYPA concurred with such cost increase and agreed to pay the additional \$500,000 to complete the project, and

Whereas, the NYPA finalized the locations and interconnect requirements for connecting to the their optical ground wire which will result in an additional increase to the project budget of \$397,088,

Whereas, the NYPA has concurred with such cost increase and agreed to pay the additional \$397,088 to complete the project, and

Whereas, the additional capital costs will not increase ongoing operations and maintenance costs of the NYPA Fiber to the Premise capital project, and

Whereas, the project will generate sufficient revenue over the contract term to pay all current and future maintenance costs associated with the capital project.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the FYE 2023 Telecommunications Division Capital Budget for Project 30683 (NYPA Fiber to the Premise), to increase the budget from \$1,900,000 to \$2,297,088, to be funded from Telecom Capital Reserves and reimbursed by the New York State Power Authority.

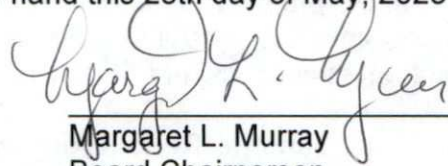
Motion by: E. Virkler
Seconded by: A. MacKinnon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-38 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-05-39
May 25, 2023

ARMY SEWER PIPELINE REHABILITATION PROJECT
SEQRA TYPE II ACTION
NO SIGNIFICANT IMPACT ON THE ENVIRONMENT

Whereas, the Development Authority of the North Country will undertake needed rehabilitation to the Army Sewer Line (ASL) that will include the rehabilitation of the existing pipeline, manholes and maintenance of existing rights-of-ways with access improvements, and

Whereas, the ASL was constructed in the mid-1980's as part of a project to decommission a Wastewater Treatment Facility servicing Fort Drum and convey wastewater to the new Warneck Pump Station (WPS). The portion of the ASL to be rehabilitated is approximately 17,000-ft long and is a 36-inch diameter concrete pipe. During a closed-circuit television (CCTV) investigation of select lengths of the ASL, several defects were observed in the pipe, including the deterioration of the pipe's protective coating, spalling of the concrete, and an infiltration gusher.

Whereas, this work will be completed with minimal land disturbance and the majority (if not all) of the proposed work will be located within the Authority's existing rights-of-way. Overall, the Project is needed to maintain the long term integrity, functionality and operation of the existing ASL. The Project and proposed actions, meet the following Type II classifications under 6 NYCRR 617.5(c) of the State Environmental Quality Review Act (SEQRA): (1) maintenance or repair involving no substantial changes in an existing structure or facility; and (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, and (6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities, and (8) maintenance of existing landscaping or natural growth, and

Whereas, since the proposed action meets the Type II Action classifications listed under Section 617.5 (c) 1, 2, 6 and 8, the proposed rehabilitation work can be formally classified as Type II under the SEQRA and it can be further determined that the proposed action is not anticipated to have a significant impact on the environment.

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby determine that the project is a Type II Action and will not have a significant adverse impact on the environment, and therefore, no Environmental Impact Statement needs to be prepared and no further action with regard to SEQRA is required.

Motion by: D. Mastascusa
Seconded by: A. MacKinnon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

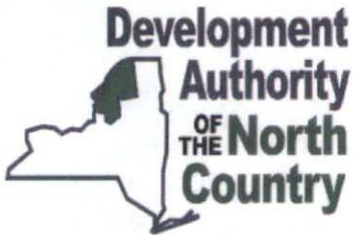
*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-39 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-05-40
May 25, 2023

**RECONSTRUCTION FINANCING
FORT DRUM SEWER LINE
ISSUANCE AND SALE OF AUTHORITY BONDS, NOTE(S) OR OTHER OBLIGATIONS**

Whereas, the Development Authority of the North Country (the "Authority") constructed and has operated, since 1986, a sewer line and related facilities between Fort Drum and the City of Watertown Sewer Treatment Plant and it is necessary and desirable to rehabilitate approximately 16,650 linear feet (LF) of the Army Sewer Line with Cured-In-Place Pipe (CIPP) between the Warneck Pumping Station and the Calcium Nature Trail entrance; also included is the rehabilitation of select concrete manholes, and the improvements to existing easement right of way areas (the "Project"), and

Whereas, pursuant to Title 29 of the Public Authorities Law (the "Act"), the Development Authority is authorized and deems it necessary to finance the cost of such Project, estimated not to exceed the aggregate principal amount of \$11,000,000, including costs incidental thereto, and

Whereas, pursuant to **Resolution No. 2023-05-39** the Development Authority has heretofore complied with the New York State Environmental Quality Review Act with respect to this Project and determined it to be a Type II action, requiring no further action.

Now, therefore be it

RESOLVED, by the Development Authority of the North Country as follows:

Section 1.

The Authority hereby finds and determines that:

- a) By virtue of the Act, the Authority has been vested with all the powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act, and
- b) The Project constitutes one of the Authority's corporate purposes under the Act, for which Obligations of the Authority may be issued.

- c) It is desirable and in the public interest for the Authority to issue its bonds, notes or other evidences of indebtedness (the "Obligations") in an aggregate original principal amount not to exceed \$11,000,000 to pay costs of the Project.

Section 2.

The Authority is hereby authorized to undertake the Project and to issue and execute, sell and deliver the Obligations having a maturity not to exceed thirty years to finance costs thereof, in an original aggregate amount not to exceed \$11,000,000, pursuant to the Act, provided that:

- a) The Obligations shall be issued solely for the purpose of financing costs of the Project, and paying costs associated with the issuance of the Obligations.
- b) The Obligations and the interest on them are not and shall never be a debt of the State of New York, the Counties of Jefferson, Lewis or St. Lawrence, New York or of the City of Watertown, New York and neither the State of New York, the Counties of Jefferson, Lewis or St. Lawrence, New York nor the City of Watertown, New York shall be liable thereon.
- c) The Obligations, together with interest payable on them, shall be general obligations of the Authority payable out of any moneys, assets or revenues of the Authority, or special obligations payable solely out of revenues and other moneys derived from operation of the Project, as determined by an Authorized Representative.
- d) Notwithstanding any other provision of this Resolution, with respect to any Obligations which may be issued as tax-exempt obligations under the Code, the Authority covenants that it will make no use of the proceeds of such obligations or of any other funds which, if that use had been reasonably expected on the date of the issue of such Obligations, would cause the Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 as amended (the "Code").

Section 3.

The Authorized Representatives of the Authority (as defined in Section 5 hereof) are each authorized, in the name and on behalf of the Authority, to negotiate, execute, deliver and/or approve the following and any other documents necessary to issue the Obligations (collectively, the "Financing Documents"):

- a) The bonds, notes or other Obligations, including, without limitation, the

authority to determine and carry out the following:

1. the sale of the Obligations at public or private sale;
 2. the principal amount of Obligations to be issued, not to exceed \$11,000,000 in the aggregate original principal amount;
 3. the issuance of the Obligations, or a portion thereof, as tax-exempt obligations under the Code or as taxable obligations;
 4. the date or dates, maturity date or dates and principal amount of each maturity of the Obligations;
 5. the interest rate or rates of the Obligations, the date or dates from which interest on the Obligations shall accrue and the first interest payment date or dates therefor;
 6. the denomination or denominations of and the manner of naming, numbering and lettering the Obligations;
 7. the paying agent or paying agents for the Obligations, the place or places of payment of the principal, redemption price of and interest on the Obligations;
 8. the redemption price or redemption prices, if any, and the redemption terms, if any, for the Obligations;
 9. the provisions for the sale or exchange of the Obligations and for the delivery thereof;
 10. the issuance of the Obligations as general obligations of the Authority payable out of any moneys, assets or revenues of the Authority, or special obligations payable solely out of revenues and other moneys derived from operation of the Project, as determined by an Authorized Representative
 11. any other provisions deemed advisable by an Authorized Representative of the Authority, not in conflict with the provisions hereof.
- b) All such further instruments, agreements, certificates, evidence of indebtedness, powers of attorney and other documents as are necessary or appropriate to complete the acquisition, construction, renovation, operation and equipping of the Project and the issuance of Obligations.

Section 4.

The Authorized Representatives of the Authority (as defined in Section 5 hereof) are further authorized to sell all or a portion of the obligation to the New York State Environmental Facilities Corporation ("EFC") in the form prescribed in one of more loan agreements or similar agreements (the "Loan Agreements") between the Authority and EFC; to execute and deliver on behalf of the Authority one or more Loan Agreements, Project Financing Agreements, and Letters of Intent with EFC and to accept the definitive terms of one or more Loan Agreements from EFC by executing and delivering one or more Terms Certificates; and to execute such other documents, and take such other actions as are necessary or appropriate to obtain a loan or loans from EFC for all or a portion of the costs of the Project, and performing the Authority's obligations under its bonds delivered to EFC, the Project Financing Agreements and the Loan Agreements.

Section 5.

The Chairperson, Vice Chairperson and Executive Director of the Authority are each hereby designated Authorized Representatives of the Authority and the Chairperson may in a writing designate additional Authorized Representatives. Each of the Authorized Representatives are hereby each authorized and directed to do or cause to be done all such other acts and things, to make all payments required pursuant to the Financing Documents, and to execute all such documents, certificates and instruments, including without limitation, the creation of new banking accounts and the pledge of any accounts, whether new or existing, as in his or her judgment may be necessary or advisable in order to carry out the Financing Documents and the transactions contemplated thereby or desirable or proper to effectuate the purposes of this Resolution and to cause compliance by the Authority with all of the terms, covenants and provisions of the Financing Documents binding upon the Authority. None of the officers, employees or agents of the Authority, however, shall have any personal liability under the Obligations or the Financing Documents.

Section 6.

Notwithstanding any other provision of this Resolution, the person executing the Financing Documents on behalf of the Authority is hereby authorized to agree to such changes, insertions, omissions and modifications of the Financing Documents as he or she may approve. The execution of the Financing Documents by any such person shall be deemed to be complete and with full approval of any such changes, insertions, omissions and modifications by the members of Authority.

Section 7.

This Resolution shall constitute a declaration of the Authority's "official intent" to reimburse expenditures for the Project with proceeds of the Obligations as required by Treasury Regulation Section 1.150-2, it being intended to use available funds of the Authority pending issuance of such Obligations.

Section 8.

This Resolution shall take effect immediately and the Obligations are hereby ordered to be issued in accordance with this Resolution. A copy of this Resolution, together with its attachments, shall be placed on file in the office of the Authority where the same shall be available for public inspection during business hours.

Section 9.

The Authority has previously determined that this Project is considered a Type II Action under the State Environmental Quality Review (SEQRA) and requires no further action under SEQRA.

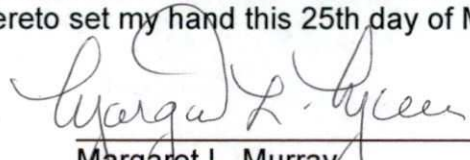
Motion by: E. Virkler
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

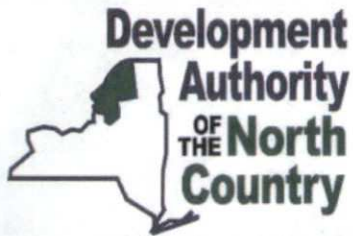
*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-40 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson



**Board Resolution No. 2023-05-41
May 25, 2023**

**ANNUAL REPORT
CREEK WOOD HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS**

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service, as required, and

Whereas, the Authority has received the attached Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, no other business would be conducted at the Annual Meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

RESOLVED, that the existing directors of the HDFC effective May 25, 2023, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

Motion by: A. MacKinnon

Seconded by: E. Virkler

Bibbins – **Absent**

Hefferon – **Yes**

Hunt - **Present**

Mastascusa - **Yes**

Doheny – **Yes***

Henry - **Absent**

MacKinnon – **Yes**

Murray - **Yes**

Hall – **Yes***

Hollenbeck – **Present**

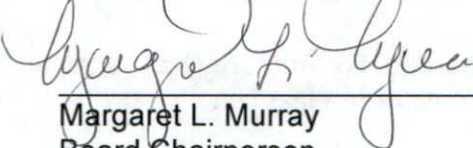
McGrath – **Present***

Virkler - **Yes**

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-41 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

Creek Wood Housing Development Fund Company

Annual Report

May 25, 2023

As of May 11, 2023, the project had 86.46% occupancy. The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2022. In 2022, the HDFC consented to the transfer of Norstar Creekwood I, Inc.'s interest in Creekwood I LLC to Beacon Communities REI LLC.



Board Resolution No. 2023-05-42

May 25, 2023

**ANNUAL REPORT
CREEK WOOD II HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS**

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood II Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service, as required, and

Whereas, the Authority has received the attached Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, no other business would be conducted at the Annual Meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

RESOLVED, that the existing directors of the HDFC effective May 25, 2023, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

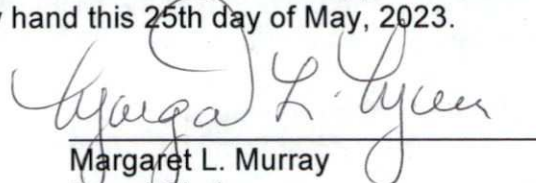
Motion by: E. Virkler
Seconded by: A. MacKinnon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-42 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



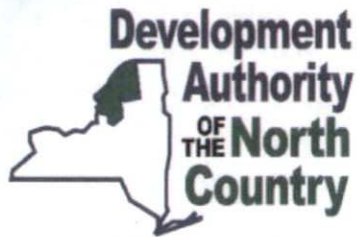
Margaret L. Murray
Board Chairperson

Creek Wood II Housing Development Fund Company

Annual Report

May 25, 2023

As of May 11, 2023, the project had a 85.58% occupancy rate. The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2022. In 2022, the HDFC consented to the transfer of Norstar Creekwood II, Inc.'s interest in Creekwood II LLC to Beacon Communities REI LLC.



Board Resolution No. 2023-05-43
May 25, 2023

AUTHORIZING TRANSFER OF LOAN FUNDS

Whereas, pursuant to **Resolution No. 2006-01-05**, the Development Authority of the North Country allocated and transferred \$500,000 from its Affordable Rental Housing Program to the Community Rental Housing Program, and

Whereas, pursuant to **Resolution No. 2011-05-11**, the Development Authority of the North Country allocated and transferred \$1,050,000 from its Community Development Loan Fund to the Housing Loan Revolving Fund, and

Whereas, pursuant to **Resolution No. 2012-03-14**, the Development Authority of the North Country allocated and transferred \$3,000,000 from its Housing Loan Revolving Fund to the Community Rental Housing Program, and

Whereas, pursuant to **Resolution No. 2018-12-140**, the Development Authority of the North Country established the Development Authority of the North Country Economic Development Fund with existing Community Development Loan Funds. Such fund was created to segregate grant funds received from New York State from funds generated by the Development Authority. The \$1,050,000 allocated and transferred to the Housing Loan Revolving Fund from the Community Development Loan Fund was allocated to the Economic Development Fund during the reconciliation process, and

Whereas, the Community Rental Housing Program has been a successful program and has assisted 1970 housing units over the past 18 years, and

Whereas, the Community Rental Housing Program is adequately capitalized and Executive Management believe it prudent to return the funds transferred to appropriately account for Authority housing loan funds.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby authorizes the transfer of \$500,000 from the Community Rental Housing Program to Affordable Rental Housing Program, and further be it

RESOLVED, that the Development Authority of the North Country hereby authorizes the transfer of \$1,050,000 from its Housing Loan Revolving Fund to the Development Authority of the North Country Economic Development Fund, and further be it

RESOLVED, that the Development Authority of the North Country hereby authorizes the transfer of \$3,000,000 from its Community Rental Housing Program to the Housing Loan Revolving Fund.

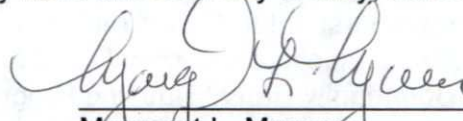
Motion by: D. Mastascusa
Seconded by: A. MacKinnon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

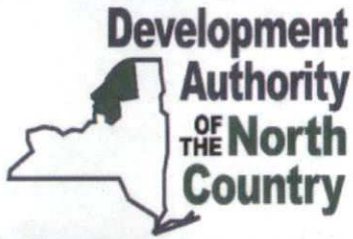
*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-43 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-05-44
May 25, 2023

ECONOMIC DEVELOPMENT LOAN FUND
VILLAGE OF HEUVELTON
LOAN

Whereas, the Village of Heuvelton ("Village") is undertaking a \$14.4 million wastewater infrastructure project from the Village to the City of Ogdensburg, and

Whereas, the Village has all funding commitments and is in need of a revolving line-of-credit to manage project cash flow, and

Whereas, the Development Authority's Engineering Division is contracted with the Village to provide project management, and

Whereas, the Village requested a \$700,000 revolving line of credit that will be guaranteed by the full faith of the Village, and

Whereas, the project meets the requirements of the Economic Development Loan Fund.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a not to exceed revolving line-of-credit loan of \$700,000 from the Economic Development Loan Fund to the Village of Heuvelton at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further

RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action

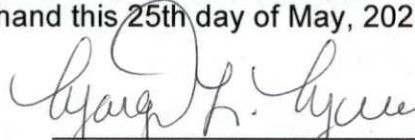
Motion by: A. MacKinnon
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-44 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Village of Heuvelton

Loan Fund: Economic Development Loan Fund

Amount: not to exceed revolving-line-of-credit of \$700,000

Loan Term: 18 months

Loan Rate: $\frac{1}{2}$ Wall Street Journal Prime plus 1 set 5 days prior to loan closing

Loan Payment: Monthly simple interest payments

Collateral: Full faith of the Village of Heuvelton

Conditions: Proof of all funding commitments
Assignment of grant proceeds

DANC Economic Development Loan Fund
May 17, 2023

BORROWER:	Village of Heuvelton
<hr/>	
BUSINESS ADDRESS:	51 State Street, Heuvelton, NY 13654
<hr/>	
OWNERSHIP:	Village of Heuvelton
<hr/>	
AMOUNT REQUESTED:	up to \$700,000 Revolving Line of Credit
<hr/>	
PAYMENTS:	Interest-only payments
<hr/>	
PRIMARY COLLATERAL:	Full faith and credit of Village of Heuvelton; assignment of grant proceeds
<hr/>	
GUARANTORS:	N/A
<hr/>	
JOB CREATION:	Existing: 0 New-Year 1: 0 New-Year 2: 0 New- Year 3: 0 Total Jobs: 0 FTE

SOURCES:	USES:
Rural Development Loan (committed) 5,103,000	Construction 10,665,500
Rural Development Grant (committed) 4,435,000	Contingency 1,902,589
EFC IMG Grant (committed) 3,100,000	Administrative 259,411
DOS Grant (committed) 1,385,469	Technical Services 1,572,500
NBRC Grant (committed) 376,190	
<u>Cash Equity</u> 341	
Total Sources \$14,400,000	Total Uses \$14,400,000

DANC revolving line-of-credit to bridge cash flow while funding sources are paid into the project.

PROJECT OVERVIEW:

The Village of Heuvelton is requesting up to \$700,000 from the Economic Development Fund for construction bridge financing. The funds would be provided as a revolving line of credit with a not to exceed outstanding principal amount at any given time of \$700,000. The Village is taking on a sewer project and all of the funding is committed, however there is a need for construction bridge financing to assist the Village with project cash flow. The bridge loan will be repaid with proceeds from the grant and loan financing.

The Village is in the process of constructing a sewer conveyance system to the City of Ogdensburg and the decommissioning of the Village's Wastewater Treatment Plant. This project will provide affordable sewer service to 306 households and 10 businesses in the Village of Heuvelton. Affordable sewer service will aid in the retention of these local businesses and the 243 jobs they provide to the economy. The conveyance system will allow the Ogdensburg International Airport the opportunity to connect to municipal sewer allowing continued Airport expansion and retention of 135 jobs. Affordable and reliable sewer service will aid in the Village of Heuvelton

DANC Economic Development Loan Fund
May 17, 2023

marketing of two former food processing facilities within the Village of Heuvelton that could see the return of two major employers to the local economy.

Development Authority's Engineering Division has a contract with the Village to oversee the project on its behalf.

FINANCIAL ANALYSIS:

Operating Statement-General Fund

FYE May 31	Actual	Actual	Actual
<i>General-Results of Operation</i>	2020	2021	2022
Revenues			
Real Property Taxes	256,098	263,548	266,845
Real Property Tax Liens	3,960	0	
Non Property Tax Items	129,378	134,009	154,756
Departmental Income	44,795	43,185	41,500
Intergovernmental charges	150,704	154,826	157,708
Use of Money and Property	215	579	741
Licenses and Permits	50	50	50
Fine and Forfeitures	0	0	0
Sale of Property and Compensation for Loss	8,022	0	20,883
Miscellaneous Local Sources	8,849	5,736	5,815
Interfund Revenues	0	0	0
State Aid	46,887	44,767	149,123
Federal Aid	0	0	37,026
Total Revenues	\$648,958	\$646,700	\$834,447
<i>Expenditures</i>			
General Government Support	84,531	112,491	30,163
Public Safety	104,353	120,305	128,002
Health	500	500	500
Transportation	175,674	143,553	270,140
Economic Assistance and Opportunity	0	0	0
Culture and Recreation	14,693	1,862	12,635
Home and Community Services	56,605	77,203	124,944
Employee Benefits	84,805	80,670	81,914
Debt Principal	55,000	0	0
Debt Interest	5,602	0	0
Debt Service	0	62,960	120,763
Total Expenditures	\$581,763	\$599,544	\$769,061
Fund Balance-End of Year	\$453,774	\$540,191	\$647,577

- Audits were provided for FYE 2020, 2021, and 2022. The auditing firm changed in FYE 2021.

DANC Economic Development Loan Fund
May 17, 2023

- Above reflects the General Operating Fund. The Village is in a strong financial position. It has a positive fund balance.
- As of 5/31/22 the Village had a net increase in funds from operations.

Cash Flow Analysis

- The village has sufficient cash flow to repay the interest-only payment on the debt service during construction.

Balance Sheet-General Fund

FYE May 31	Actual 2020	Actual 2021	Actual 2022
Cash and equivalents	\$460,598	\$443,265	\$539,601
Investments-restricted	\$0	\$42,247	\$49,363
Due from other funds	\$0	\$59,000	\$59,000
Total Assets	\$460,598	\$544,512	\$647,964
Due to Other Funds	\$6,824	\$26	\$0
Accrued Liabilities	\$0	\$4,295	\$387
Total Liabilities	\$6,824	\$4,321	\$387
Total Equity-Fund Balance	\$453,774	\$540,191	\$647,577
Total Liabilities and Equity	\$460,598	\$544,512	\$647,964

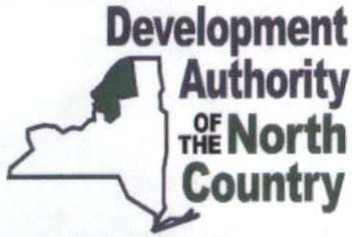
- Auditing firm changed in FYE 2021.
- Restricted cash totaled \$234,825 in 2020, \$210,798 in 2021, and \$222,876 in 2022.
- Unassigned fund balance totaled \$176,949 in 2020, \$242,146 in 2021, and \$287,337 in 2022. General fund balance has grown steadily since 2020.
- Balance sheet reflects General Fund only.

COLLATERAL:

1. Full Faith and Credit of Village of Heuvelton
 2. Assignment of proceeds of grant funds
-

CONTINGENCIES:

1. Proof of all funding commitments



Board Resolution No. 2023-05-45

May 25, 2023

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
FAIR WIND RENTALS LLC
LOAN RATIFICATION**

Whereas, **Resolution No. 2013-08-12** establishes the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee has the authorization to commit loans of up to \$250,000 with the Authority Board ratifying the loan at its next meeting, and

Whereas, the Regional Loan Review Committee met May 2, 2023 to review an application from Fair Wind Rentals LLC requesting \$225,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to acquire and make improvements to a motel located at 38201 NYS Route 12E, Clayton, NY 13624 (Jefferson County), and

Whereas, the Regional Loan Committee felt that the improvements to the facility met the objectives of the Fund, and

Whereas, the North Country Alliance will fund the acquisition portion of the request of \$135,000, and

Whereas, the Regional Loan Review Committee approves a commitment of \$90,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$90,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Fair Wind Rentals LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and further be it

RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Motion by: D. Mastascusa

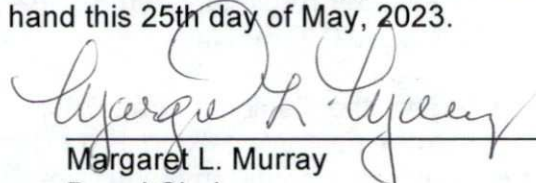
Seconded by: E. Virkler

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-45 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower:	Fair Wind Rentals LLC
Loan Fund:	Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]
Amount:	\$90,000.00
Loan Term:	20 years
Loan Rate:	1%
Loan Payment:	6 months interest-only, monthly principal and interest to term out loan over 234 months
Collateral:	Co-proportional second mortgage and assignment of rents and leases on 38201 NYS Route 12E, Clayton, NY 13624; Co-proportional 2 nd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Fair Wind Rentals LLC
Conditions:	<ul style="list-style-type: none">• Cash equity of a minimum of \$132,503 demonstrated at closing by the disbursement statement.• Community Bank financing of \$630,000• NCA financing of \$135,000• Labor peace does not apply as it will have less than 15 FTE• Acceptable MWBE plan or waiver• Personal Guarantees of Carl and Carli Obermeyer• Satisfactory third party broker opinion or appraisal with a minimum value of at least \$855,000 for a 1:1 LTV• Tourism Funds to go toward improvements• Copies of invoices, and cancelled checks or bank statements

North Country Transformational Tourism Fund

Original

Motion:
Second:

BORROWER: Fair Wind Rentals, LLC.

BORROWER ADDRESS: 321 Merrick Street
Clayton, NY 13624

PROJECT ADDRESS: 38201 NYS Route 12E
Clayton, NY 13624

OWNERSHIP: Carl Obermeyer (50%)
Carli Obermeyer (50%)

AMOUNT REQUESTED: \$90,000; 20 year term with an interest rate of 1% fixed at closing. Request for 6 months interest only.

BUSINESS CLASSIFICATION: NAICS Code: 721199; All Other Traveler
Accommodation

PRIMARY COLLATERAL: 2nd co-proportional mortgage and assignment of rents and leases with North Country Alliance behind Community Bank on 38201 NYS Route 12E, Clayton NY 13624.

2nd co-proportional lien position with North Country Alliance behind Community Bank on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of Fair Wind Rentals, LLC.

GUARANTORS: Carl Obermeyer
Carli Obermeyer

EMPLOYMENT: Existing: 0.0 FTE
Year 1-3: 1.0 FTE
Total: 1.0 FTE – 2 part-time employees

North Country Transformational Tourism Fund

Original

Sources and Uses of Funds			
Sources	Amount	Uses	Amount
Community Bank	\$ 630,000	Purchase of Real Estate and FF&E	\$ 900,000
North Country Alliance	\$ 135,000	Improvements	\$ 87,503
North Country Transformational Tourism Fund	\$ 90,000		
Owner Cash/Equity	\$ 132,503		
Total	\$ 987,503	Total	\$ 987,503

- Community Bank - \$630,000; 20 year term at 6.5%
- Community Bank has advanced a \$50,000 line of credit to the Obermeyers personally to utilize for working capital for the business.
- North Country Alliance - \$135,000; 15 years at WSJ prime minus 1% with a floor of 5% fixed at closing and assumes a 7.25% interest rate for analysis.
- Initial improvements will include a new dock/water access and new roofing for the motel and cottages. Quotes for the improvements were provided from Bach and Company and Brandon Jones construction.

FAIR WIND MOTEL AND COTTAGES

- The heart of the 1000 Islands -



Beautiful views

Enjoy beautiful views of the St. Lawrence River.



Dock

There's plenty of room for your boat at our 60 foot dock.



Swimming pool

Relax and have fun in our inground, heated pool.

Fair Wind is a much sought after vacation spot situated in the heart of the Thousand Islands. Built in the 1950's it has a unique, rustic charm. As a family-owned business, we are able to maintain affordable prices and provide outstanding housekeeping in our cottages and motel. Bring your family and pets. We are one of the few pet-friendly lodgings in the area. Enjoy our well-manicured, 6- acre, park- like setting directly on the St. Lawrence River. Enjoy our heated in-ground swimming pool. Make use of our golf practice area, horseshoe pits, volleyball net and fire pits. Or just relax in our lighted gazebo and enjoy the river views as ships from around the world pass by. Take advantage of FREE dock space to tie your boat. Our 60' deep- water dock is an ideal spot to view the spectacular sunsets or drop a line in the water to catch bass, pike or perch. Boat rental is also available nearby.

Cook your catch on the gas grills provided free with each housekeeping cottage. Our fully furnished two- bedroom cottages feature screened porches overlooking the river. They include all bedding, towels and a fully equipped kitchenette.

The spacious grounds allow for boat and trailer parking. Our 10- unit motel is fully air-conditioned. Rooms include a microwave, coffeemaker and refrigerator as well as WiFi, and cable. Situated just 2 miles west of Clayton, NY. This area boasts world-class fishing as well as the world- renowned Antique Boat Museum, numerous, reasonably priced golf courses and many other nearby attractions and activities. Book early since we are typically sold out during the summer months



Cottages

Cottages

Fair Wind has 6 air conditioned housekeeping cottages available for daily or weekly rentals. Each Cottage has a furnished kitchenette with dining area, 2 Bedrooms (1 double bed each), living room with pull out sofa and bathroom. Linens, bedding, towels are provided, and one exchange of towels for each person per week is provided.



Motel

Motel Rooms

Our 10 unit motel is fully air conditioned, rooms include a microwave, coffee-maker and refrigerator as well as WiFi, and cable. Motel Rates are based on 1 or 2 persons per room, per night. Each additional person or cot is \$10.00 per night.



Room Type	Off-Season	Summer Season
Motel Room	\$65-95 (nightly)	\$82-117 (nightly)
Cottage	\$735 (weekly)	\$1,092 (weekly)
Cottage	\$105-\$125 (daily)	\$148-\$179 (daily)

PROJECT OVERVIEW:

Fair Wind Rentals, LLC., owned by Carl and Carli Obermeyer, are in the process of purchasing the Fair Wind Motel and Cottages located at 38201 State Route 12E in Clayton NY 13624. The motel and cottages consist of a 6 acre waterfront property on the St. Lawrence River that includes one 10 unit motel, one single family residence, one single wide trailer, 6 two bedroom cottages, two sleeping cabins, a swimming pool, and a dock. The property is currently run seasonally from April through October.

The Obermeyer's are requesting \$90,000 from the North Country Transitional Tourism Fund and \$135,000 from the North Country Alliance in combination with \$630,000 from Community Bank to assist with the purchase of the property, machinery and equipment, and to provide funds for improvements. The acquisition will include structural and cosmetic renovations to all of the structures to modernize the facility. Initial repairs and renovations will be done on the water access and roofs. The old unstable stairway to the dock will be replaced with a structurally sound stairway. The shoreline will be cleared of dead shrubbery and landscaped with tiered landings to provide

additional seating that will be aesthetically pleasing from land and water. The motel roof is leaking and in need of repair and all damages will be repaired and or replaced. The cottage roofs are in fair condition, but they are old and will be replaced on a staggered schedule to avoid disruption in rentals and prevent damage to the interior of the cottages. The swimming pool filtration system will be upgraded to an energy efficient system and the cracked uneven pool deck will be replaced with porcelain tile. The interior of all the units will be updated with new paint, furniture, appliances, and décor as needed on a staggered schedule as well. The Obermeyer's provided quotes for the proposed shoreline/dock improvements from Bach and Co. and Brandon Jones Construction for the roof replacements and pool upgrades. Community Bank plans to advance a term loan in the amount of \$200,000 to bridge the North Country Transformational Tourism Loan to secure the purchase of the property.

Community Bank received an appraisal based on as going concern from Michael L. Varley dated February 28, 2023 valued at \$925,000. Based on the valuation of the real estate, FF&E, and general intangibles the North Country Transformational Tourism Fund, North Country Alliance and Community Bank will have a 1:1 loan to value for collateral not including the proposed improvements.

MANAGEMENT: Resumes were provided with their business plan

Carl Obermeyer – Mr. Obermeyer is employed by the New York State Office of Parks, Recreation, and Historic Preservation as a Professional Engineer.

Carli Obermeyer – Mrs. Obermeyer is employed by Hudson Valley Medical Physical Therapy and is a Clinic Director and Physical Therapist.

The following management overview was provided by Mr. and Mrs. Obermeyer

We plan to focus on keeping our occupancy rates as high as possible during the operating season by making reservations available through several booking websites and coordinating reservations with property management software. As much work will be done by ownership as possible and ownership will continually re-invest earnings into streamlining operations, improving the grounds and adding value to the guest experience.

FINANCIAL ANALYSIS:

Income Statement/Cash Flow	Fair Wind Lodge, LLC.						
	Former Owners				New Owners		
	Actual				Pro Forma		
	2019	2020	2021	2022	2023	2024	2025
Sales Revenue	\$166,308	\$182,911	\$217,025	\$192,426	\$248,500	\$260,925	\$273,971
COGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gross Profit	\$166,308	\$182,911	\$217,025	\$192,426	\$248,500	\$260,925	\$273,971
Total Expenses	\$118,205	\$116,377	\$150,903	\$128,495	\$162,500	\$162,500	\$162,500
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Income	\$48,103	\$66,534	\$66,122	\$63,931	\$86,000	\$98,425	\$111,471
Add: Depreciation	\$6,410	\$6,410	\$6,410	\$6,410	\$0	\$0	\$0
Add: Interest	\$10,287	\$8,224	\$7,668	\$0	\$50,982	\$49,354	\$47,896
Total Cash for Debt	\$64,800	\$81,168	\$80,200	\$70,341	\$136,982	\$147,779	\$159,367
Community Bank (\$630,000; 20 years at 6.50%)	\$56,801	\$56,801	\$56,801	\$56,801	\$56,801	\$56,801	\$56,801
North Country Alliance (\$135,000; 15 years at 7.25%)	\$14,788	\$14,788	\$14,788	\$14,788	\$14,788	\$14,788	\$14,788
North Country Tourism Fund (\$90,000; 20 years at 1%)	\$4,967	\$4,967	\$4,967	\$4,967	\$4,967	\$4,967	\$4,967
Total Debt	\$71,590	\$71,590	\$71,590	\$71,590	\$71,590	\$71,590	\$71,590
Debt Coverage Ratio	0.91	1.13	1.12	0.98	1.91	2.06	2.23
Sales Growth	NA	0.10	0.19	-0.11	0.29	0.05	0.05
COGS % of Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Operating Exp.	0.71	0.64	0.70	0.67	0.65	0.62	0.59
EBIT	0.29	0.36	0.30	0.33	0.35	0.38	0.41

INCOME STATEMENT

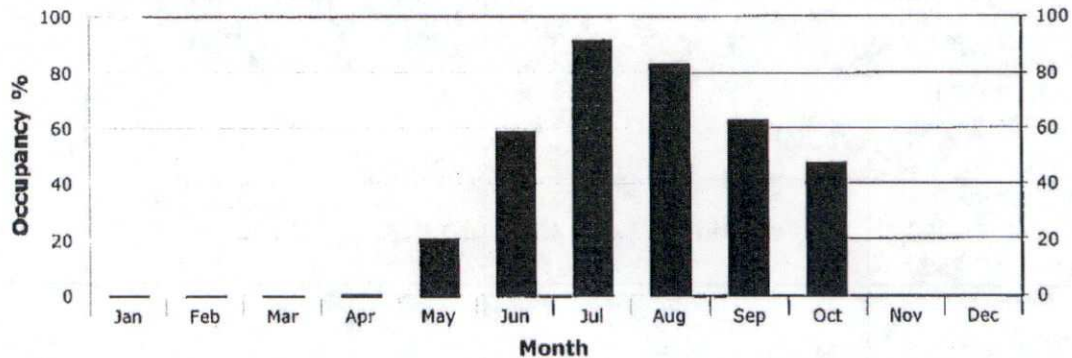
ACTUAL

- The actual figures were derived from the U.S. Federal Tax Returns from 2019 through 2021 from the previous owners. The 2022 figures were based on internally generated financials. Interest and depreciation were added back where provided.
- Sales Revenue averaged \$189,667 over the four years provided from the previous owners from 2019 through 2022.
- The cottages are rented daily for \$105-125 and \$735 weekly during the off season and \$148-\$179 daily and \$1,092 a week during the summer season.
- The motel rooms are rented for \$65-95 a night during the off season and \$82-\$117 a night in the summer season.
- The occupancy chart below was provided by the former owner. The months of operations are from May through October, however, the new owners will try to extend operations into the offseason as far as possible.

Fairwind Lodge, LLC

38201 State Rt. 12E, Clayton, NY, 13624, United States
Phone: (315) 686 - 5251; Fax: (315) 686 - 3828

Yearly Occupancy Chart(2022)



PRO FORMA

- Sales revenues for the Pro Forma were estimated based on historical occupancy and rental rates. The existing three (3) bedroom home on the property was occupied by the previous owners and not rented. The home will be rented for \$2,500 per week during the summer season at approximately \$10,000 per month.
 - Historically the rates at the Fair Wind Lodge have been among the lowest in the area approximately 10-15% lower than similar motel/cottage properties along the St. Lawrence River.
 - The Obermeyers plan to renovate the motel rooms and cottages over the next 2-3 years and bring the rates up 10-15% to match existing rates for similar properties.
- Primary Operating Expenses were shown to be payments to Community Bank and NC Transformational Tourism Fund, Taxes and Licenses, Salaries and Wages, Utilities, Advertising, Insurance, and Office Related Expenses.
 - Salaries were shown to be \$25,000 annually for 2023-2025 and will include 2 employees part-time making \$20/hour to do check-ins, check-outs, cleaning and maintenance.

- The owners do not intend on taking an owners draw as they are employed outside of the business and plan to reinvest any profits back into the property.
- All the other expenses shown appear to be on trend with historical figures from the previous owners.

CASH FLOW ANALYSIS

- Historically it appears the business would generate enough cash flow to service the proposed debt for the project and the Pro Forma would as well if the projections hold true.

Balance Sheet - Fair Wind Rentals, LLC - Pro Forma	At Closing
Current Assets	\$50,000
Capital Assets – Net	\$987,503
Other Assets	\$0
Total Assets	\$1,037,503
Current Liabilities	\$25,139
Long Term Liabilities	\$829,861
Other Liabilities	\$0
Total Liabilities	\$855,000
Total Shareholders' Equity	\$182,503
Total Liabilities & Shareholders' Equity	\$1,037,503
Working Capital	\$24,861
Current Ratio	2.0
Debt/Worth	4.7

Current Assets

- Cash on hand or in banks: \$50,000 (Line of Credit)

Capital Assets

- Real Estate Purchase: \$900,000
- Improvements: \$87,503

Current Liabilities

- NC Transformational Tourism Fund, NCA, and Community Bank loans amount due in one year or less: \$25,139

Long Term Liabilities

- NC Transformational Tourism Fund, NCA, and Community Bank loans amount due in one year or more: \$829,861

PERSONAL FINANCIAL/CREDIT ANALYSIS:

Carl and Carli Obermeyer	
321 Merrick Street	
Clayton NY 13624	
Current Assets	\$15,000
Capital Assets – Net	\$616,000
Other Assets *	\$0
Total Assets	\$631,000
Current Liabilities	\$20,508
Long Term Liabilities	\$213,000
Other Liabilities	\$0
Total Liabilities	\$233,508
Net Worth	\$397,492
Total Liabilities & Shareholders Equity	\$631,000
Sources of Income	
Salary (Yearly)	\$181,381
Dividends	\$0
Rental/Real Estate Income	\$0
Other Income	\$0
Total Income	\$181,381

Current Assets

- Cash on hand or in banks: \$15,000

Capital Assets

- Automobiles: \$30,000
- Marketable Securities: \$286,000
- Personal Residence – Market Value: \$300,000

Current Liabilities

- Mortgage on Personal Residence due in one year or less: \$20,508

Long Term Liabilities

- Mortgage on Personal Residence due in one year or more: \$213,000

Salary

- Carl Obermeyer is employed by the New York State Office of Parks, Recreation, and Historic Preservation as a Professional Engineer with a salary of \$106,000 annually.
- Carli Obermeyer is employed by Hudson Valley Medical Physical Therapy and is a Clinic Director and Physical Therapist with a salary of \$75,381 annually.

CREDIT ANALYSIS:

Carl J. Obermeyer has an Experian Credit Score of 831 with no delinquent accounts and all accounts paid as agreed. Primary accounts are centered in real estate and their personal residence.

Carli J. Obermeyer has an Experian Credit Score of 868 with no delinquent accounts and all accounts paid as agreed. Primary accounts are centered in real estate and their personal residence. Mrs. Obermeyer also has installment accounts with balances totaling \$11,038 and \$4,106.

COLLATERAL ANALYSIS:

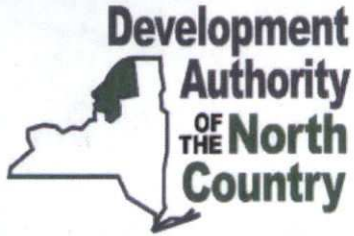
- 2nd co-proportional mortgage and assignment of rents and leases with North Country Alliance behind Community Bank on 38201 State Route 12E, Clayton, NY 13624.
- 2nd co-proportional lien position with North Country Alliance on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Fair Wind Rentals, LLC.
- Personal Guarantees of Carl and Carli Obermeyer.

Collateral Analysis	
Real Estate, FF&E, and all business assets (As Going Concern Appraisal February 28, 2023)	\$925,000
Total Collateral	\$925,000
Community Bank (1st mortgage and assignment of rents and leases, 1st lien position on all business assets)	\$630,000
North Country Alliance (2nd co-proportional mortgage and 2nd lien position on all business assets)	\$135,000
North Country Transformational Tourism Fund (2nd co-proportional mortgage and assignment of rents and leases, 2nd co-proportional lien on all business assets)	\$90,000
Total Debt	\$855,000
Loan to Value All Lenders	92.4%

- Based on the as going concern appraised value of \$925,000 for the real estate, furniture, fixtures, equipment, and intangibles the North Country Transformational Tourism Fund and North Country Alliance will have a 1:1 loan to value for the loan request.
 - The collateral analysis does not incorporate the improvements proposed by the Obermeyers for the property.
 - Community Bank's Line of Credit is issued to the Obermeyer's personally and is not shown as a lien against the business collateral.
-

CONTINGENCIES:

1. Community Bank financing in the amount of \$630,000
2. North Country Alliance financing in the amount of \$135,000
3. Owner Cash/Equity of \$132,503
4. 2nd co-proportional mortgage and assignment of rents and leases with North Country Alliance behind Community Bank on 38201 State Route 12E, Clayton NY 13624
5. 2nd co-proportional lien position with North Country Alliance behind Community Bank on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of Fair Wind Rentals, LLC
6. Personal Guarantees of Carl and Carli Obermeyer
7. All required permits and approvals
8. Labor Peace does not apply as the business has less than 15 FTE employees
9. Copies of invoices, and cancelled checks or bank statements
10. Application fee of \$250, .5% commitment fee, and 2% processing fee



Board Resolution No. 2023-05-46

May 25, 2023

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
TOWN HOUSE LODGE HOLDCO LLC
LOAN RATIFICATION**

Whereas, **Resolution No. 2013-08-12** establishes the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee has the authorization to commit loans of up to \$250,000 with the Authority Board ratifying the loan at its next meeting, and

Whereas, the Regional Loan Review Committee met May 15, 2023 to review an application from Town House Lodge HoldCo LLC requesting \$200,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements to a hotel located at 2267 Saranac Ave., Lake Placid, NY 12946 (Essex County), and

Whereas, the Regional Loan Committee felt that the improvements to the facility met the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approves a commitment of \$200,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$200,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Town House Lodge HoldCo LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and further be it

RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

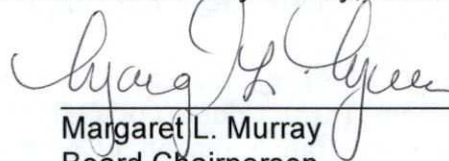
Motion by: D. Mastascusa
Seconded by: A. MacKinnon

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-46 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Town House Lodge HoldCo LLC

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]

Amount: \$200,000.00

Loan Term: 20 years

Loan Rate: 1%

Loan Payment: 6 months interest-only, monthly principal and interest to term out loan over 234 months

Collateral: Third mortgage and assignment of rents and leases on 2267 Saranac Ave, Lake Placid, NY 12946;

3rd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Town House Lodge Holdco LLC

Conditions:

- Cash equity of a minimum of \$322,000 (committed)
- Champlain National Bank financing of \$1,380,000 (committed)
- Pursuit SBA 504 financing of \$853,000 (committed)
- Seller's Note unsecured of \$230,000 (committed)
- Labor peace does not apply as it will have less than 15 FTE
- Personal Guarantees of Keir Weimer, Town House Lodge Opco LLC, Weekender Hospitality LLC
- Satisfactory third party broker opinion or appraisal with a minimum value of at least \$2,433,000 for a 1:1 LTV (acceptable appraisal received)
- Tourism Funds to go toward improvements and disbursed as construction loan
- Copies of invoices, and cancelled checks or bank statements

TRANSFORMATIONAL TOURISM FUND

Borrower: Town House Lodge HoldCo LLC d/b/a Town House Lodge

Project Location: 2267 Saranac Ave, Lake Placid, NY 12946 (parcel # 42.142-1-1)

Borrower Address: 18 Division Street, Suite 409, Saratoga Springs, NY 12866

Ownership: Keir Weimer-51.25%
Adirondack Weekender LLC-19.5%
Stephen Byers-19.5%
William Evertz-9.75%

Loan Amount: up to \$200,000.00

Term: 20 years

Rate: 1%

Payments: 6 months interest-only, Monthly principal and interest thereafter to amortize over remaining 234 months

Guarantor: Keir Weimer, Town House Lodge Opco, LLC, Weekender Hospitality LLC

Use of Funds: Improvements

Collateral: Third mortgage and assignment of leases and rents

Jobs: Existing: 4.5 FTE
Years 1-3: 6.5 FTE

Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>		
<i>Tourism Loan Fund</i>	\$200,000.00	6.7%	Acquisition	\$2,175,000.00
Champlain National Bank	\$1,380,000.00		Renovations	\$ 638,475.00
Pursuit SBA 504	\$853,000.00		FFE	\$ 104,780.00
Cash Equity	\$322,000.00		Soft costs	\$ 41,745.00
Seller's Note	<u>\$230,000.00</u>		Debenture Costs	<u>\$ 25,000.00</u>
Total	\$2,985,000.00		Total	\$2,985,000.00

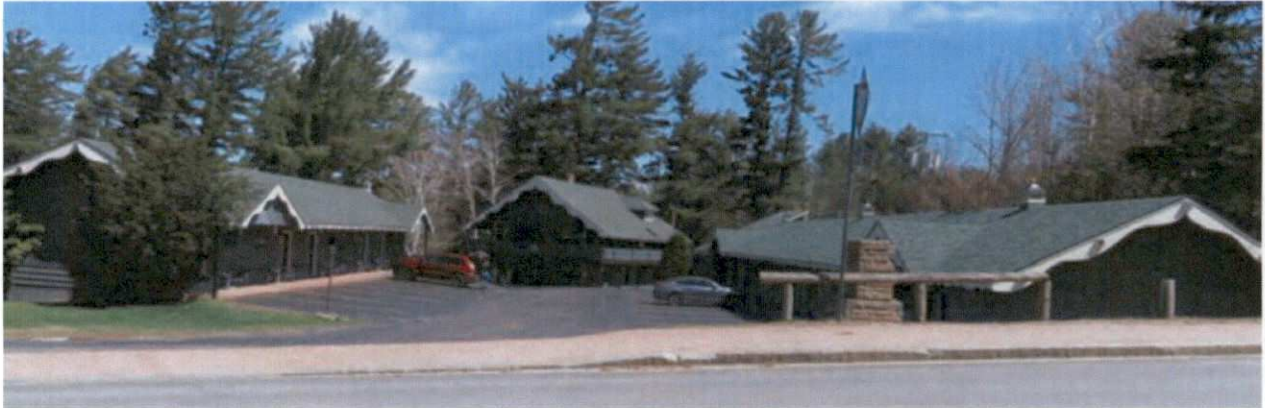
Champlain National Bank – Assumes 5%, 10 year maturity amortized for 20 years

Pursuit SBA 504-assumes 6% rate (debenture rate on 4/27/2023 is 5.96% for 20 years) over 20 years

d/b/a Town House Lodge
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April 25, 2023
Seller's Note-unsecured, personal guaranty only

Cash equity-Cash contributed by applicant

Description of Project



Before Picture



After Picture

Town House Lodge is situated on 1.5 beautifully landscaped acres in Lake Placid with 22 motel units. It is conveniently located within easy walking distance of the Olympic Center, Main Street activities and restaurants. The facility offers a heated outdoor, in-ground pool, BBQ area, communal kitchen, bonfire pit, and cruiser bikes. The facility offers a mix of rooms including king and queen suites, standard double, double queen, and standard king. It is a pet friendly establishment.



Mr. Keir Weimer purchased the hotel known as Town House Lodge in Lake Placid in August 2022. The business was formerly owned by J and L Lodging. J and L Lodging received a Tourism loan from DANC in June 2017 for \$122,000 to purchase the facility. That loan was repaid in August 2022. Those funds were used toward acquisition only and no improvements were made at the time.

Mr. Weimer, in acquiring the property, is making significant improvements to the facility. The improvements began in October 2022, however costs have increased due to inflation with both material and labor pricing. In addition, the applicant was able to identify unused rooms and space to convert to rentable units using the Tourism Funds.

Mr. Weimer has closed on funding from Champlain National Bank to acquire the property and complete renovations to the facility totaling \$438,475. The cost overruns and 5 additional units, as identified below, cost an additional \$200,000 to complete. These were not part of the bank's funding package, therefore Mr. Weimer is requesting the additional funding from the Tourism fund.

- Build a new modern mini cabin (800 sq ft)
- Renovate main lodge apartment to add 2 bedroom unit (800 sq ft)
- Remodel 3 new units-2nd floor main lodge (400 sq ft total)
- Renovate a barn by the pool.

The additional \$200,000 brings the total budget for improvements to \$638,475. Champlain National Bank is providing bridge loan construction financing which will be taken out by a Pursuit SBA 504 loan in the summer.

Mr. Weimer is requesting up to \$200,000 from the Tourism fund for cost overruns and to complete the 5 new units. This will be disbursed as a construction loan. The contractor is on-site and working 5-6 days a week on the improvements. He is currently funding the cost overruns through operating revenue, however this is not a good strategy long term as improvements should be amortized over the useful life of the improvements. In addition to the 7 units, other improvements to the facility included:

- All new technology and PMS booking system called Cloudbeds. This allows for text messaging and virtual concierge for better service to the guests. They also installed in-room technology upgrades to make the units "Smart" (smart TV with preloaded streaming apps free to guests, lightning fast Wi-Fi, voice-enabled rooms for music, weather, and other content powered by Amazon Alexa devices and tech, device charging stations, Wi-Fi locks for secure 24 hour access by code or app, Wi-Fi thermostats, etc.).
- Painted exteriors, new sign, updated rooms, new furniture and fixtures, new appliances, landscaping, and updated lobby.

d/b/a Town House Lodge

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April 25, 2023

Management -

Keir Weimer is Founder and CEO of Weekender Hotels, and CEO and Managing Member of Town House Lodge HoldCo LLC. His background is in real estate. He has a B.S. in Finance & Economics from Syracuse University Whitman School of Management, and a M.S. in Real Estate Finance and Investment from New York University. He owns several hotels in the North Country.

Town House Lodge Opco LLC will enter into a lease agreement with Town House Lodge HoldCo LLC to operate the business within the facility. Weekender Hospitality LLC is the management company and will enter into an agreement with Town House Lodge OpCo to provide management services to the business.

Weekender Hospitality LLC is owned by Mr. Weimer. Weekender's vision is "to become an international adventure & experiences hospitality brand that changes the way people interact with space, place and activity as they explore the world through adventure." Their portfolio of hotels includes Great Pines (in Old Forge, received a NCEDF loan), Adirondack Pine Lodge (North Creek), Placid Bay (Lake Placid), Riverhouse, formerly Jack Daniels Inn (Peterborough, NH), and Shaheen's (Tupper Lake).

Their 3-part value creation strategy is to:

1. Execute a light-renovation, value-add strategy immediately upon acquisition which is typically completed within 6-9 months of acquisition.
2. Implement new trained management team to drive revenue, cut costs and improve guest experience.
3. Implement Proprietary Brand Positioning Strategy and Marketing Plan to drive revenue and competitive differentiation.

Financial Review

Town House Lodge Holdco LLC

	2022	2023 (projected)
Sales	110,607	221,517
Gross Profit	110,607	221,517
Expenses	133,441	266,210
Other Income/(Exp)	0	0
Net Income (Loss) before Taxes	(22,834)	(44,693)
Add Back:		
Depreciation	42,246	106,040
Interest	44,726	138,083
Cash for Debt Service	64,138	199,430
Tourism Fund	11,426	11,426
Catskill Hudson Bank	109,289	109,289
Pursuit SBA 504	73,334	73,334
Total Debt	194,049	194,049

d/b/a Town House Lodge

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April 25, 2023

Debt Service Coverage	.33	1.03
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Tourism Fund-\$952.17/mo

Champlain National Bank-\$9,107.39/mo

Pursuit SBA 504-\$6,111.16/mo

- The 2022 information is from the IRS Form 1065 Partnership Return. The 2023 information was internally prepared.
- Sales are entirely gross rental income from the OpCo. Expenses are primarily in taxes, interest, depreciation, and insurance.

Town House Lodge Opco LLC

	2020	2021	2022*	2023 (projected)
Sales	455,127	670,795	462,225	1,038,109
Gross Profit	414,784	618,213	437,160	1,035,709
Expenses	393,651	486,711	386,901	906,473
Other Income/(Exp)	0	168	0	0
Net Income (Loss) before Taxes	21,133	131,671	50,259	129,236
Add Back:				
Depreciation	0	0	0	0
Interest	0	240	0	0
Rent (Interest portion)	0	96,364	44,726	138,083
Cash for Debt Service	21,133	96,772	94,985	267,319
Tourism Fund	11,451	11,451	5,726	11,451
Champlain National Bank	109,289	109,289	54,644	109,289
Pursuit SBA 504	73,334	73,334	36,667	73,334
Total Debt	194,049	194,049	97,037	194,049
Debt Service Coverage	.11	.50	.98	1.38

Sales Inc (Dec.)	---	---	----	----
Gross Profit	.91	.92	.95	1.0
Expenses	.86	.73	.84	.87
Profit Ratio	.05	.20	.11	.12

*Approximately 6 months of operations under new ownership.

- 2020 and 2021 information from Seller's internally prepared statements. 2022 information from Applicant's tax return. 2023 information internally prepared by the Applicant.
- 2020 revenue lower due to COVID-19 pandemic.
- Year one revenues assumes 5 additional rooms brought online in July 2023. Average occupancy for the year is 52% and the average daily rate is \$203.

The applicant provided the STR info for October 2021. At that time, for Lake Placid, the following was provided for Occupancy, Average Daily Rate, and RevPAR:

- Occupancy
 - Market: NYS 57.9%
 - Market Class: Economy 55.9%
 - Submarket: Upstate NY 58.3%
 - Submarket Scale: Independents 56.7%
 - Comp. Set: Competitors 52.2%
- ADR
 - Market: NYS \$131.51
 - Market Class: Economy \$93.68
 - Submarket: Upstate NY \$139.18
 - Submarket Scale: Independents \$153.70
 - Comp. Set: Competitors \$212.71 (demand had only 1.4% change for 12 months which was much lower than the others above)
- RevPAR
 - Market: NYS \$76.09
 - Market Class: Economy \$52.35
 - Submarket: Upstate NY \$81.09
 - Submarket Scale: Independents \$87.10
 - Comp. Set: Competitors \$111.02

This information is dated and came on the heels of the COVID pandemic. While the Applicant is planning increases to lodging rates, this is not outside of what the market can bear and with inflation, not entirely unexpected.

- Primary expenses are as follows: management fee of \$215,498, rent of \$221,517, which a like amount shows up on the proforma for Town House Lodget HoldCo as income, salaries and associated taxes of \$200,134, and utilities of \$63,366. The management company, Weekender Management Co. provides bookkeeping and assists with marketing and advertising.
- Staff questioned the applicant about the management fee as it appears high. It was noted by the Applicant that they were trying a different system in Q1 for management budget allocation to be based on a “per key” system. However, as they have seen in Q1, due to half of the rooms being offline due to renovations and a slower start to winter, that this system may not be the best, and unfairly penalizes larger-key properties given the circumstances. They are reevaluating with the accounting team and CFO this method and will changing the formula moving forward so that it is more equitable across properties.

Cashflow

- Cash flow is based upon projections holding true.

d/b/a Town House Lodge
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Weekender Hospitality LLC

	2022	2023 (projected)
Sales	989,990	1,386,681
Gross Profit	981,678	1,386,681
Expenses	927,156	1,386,681
Other Income/(Exp)	0	0
Net Income (Loss) before Taxes	54,522	0

- 2022 information from Mr. Weimer's tax return.
- In 2022 primary expenses were in advertising, \$224,057, wages, \$173,118, legal and professional, \$112,583, car and truck expense, \$86,807.
- In 2023, the business is projected to break-even. Primary expenses will be in salaries and wages, \$595,480, professional fees, \$38,500, and vehicle leases, \$78,733.

Town House Lodge HoldCo LLC

	At Closing
Assets	
Current	0
Fixed	2,675,000
Other	0
Total Assets	2,675,000
Liabilities	
Current	73,467
Long Term	2,589,533
Total Liabilities	2,663,000
Equity	12,000
Total Liabilities & Equity	2,675,000

Working Capital	----
Current Assets	----
Debt to Equity	221.9

- Fixed assets based on real estate appraised value.
- Liabilities include bank, Pursuit 504, DANC and seller's note.
- Equity impacted by seller's note.

Personal Credit:

Keir reports assets of \$24,952,109 and liabilities of \$11,961,100. Primary assets in cash and other retirement accounts of \$589,000, stocks and bonds, \$435,000, real estate, \$23,400,000, and other personal property, \$353,109. Primary liabilities are notes payable, \$227,511, and mortgages, \$11,733,589. He shows salary of \$25,000, net investment income, \$50,000, and real estate income, \$300,000. Keir has a TransUnion credit score of 680. He has one derogatory comment on record for a late payment on a closed account in June 2021. He lists open balances of \$259,649, of which \$259,544 is in installment credit.

d/b/a Town House Lodge

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April 25, 2023

The Credit Logic Score for Weekender Hospitality is 59, Data Depth Score is shallow, Business Failure Assessment lists as Warning. This is all due to a lack of credit, basically. There is only one account listed, originally \$40, 400 and now has a balance of \$37,400 and paid as agreed or no late pays. The report also shows no derogatory accounts, clear of collections, judgments, bankruptcies, liens, and OFAC records. There are no UCC filings. Weekender Hospitality's balance sheet for 12/31/2022 shows total assets of \$169,618 primarily comprised of fixed assets of work in-progress of \$269,975 and due to intercompany accounts of \$100,358 (a credit on the balance sheet). Liabilities total \$59,105 all comprised of short term obligations. Equity totals \$110,513.

Collateral:

- Third mortgage on real estate behind Champlain National Bank and Pursuit SBA 504 loan on 2267 Saranac Ave, Lake Placid, NY 12946 (parcel # 42.142-1-1)
- Assignment of Leases and Rents
- Third lien on all assets of Town House Lodge Holdco LLC and Town House Lodge Opco LLC

	<u>Cost</u>	<u>Discount</u>
Real Property (70%)	\$2,813,475	\$1,969,433
F&FE (20%)	\$104,780	\$20,956
Collateral Available	\$1,609,739	\$1,990,389

Champlain National Bank	\$1,380,000	\$1,380,000
Pursuit SBA 504	<u>\$853,000</u>	<u>\$853,000</u>
Total Senior Debt	\$2,233,000	\$2,233,000

Collateral Available-DANC \$426,739 (\$130,185)

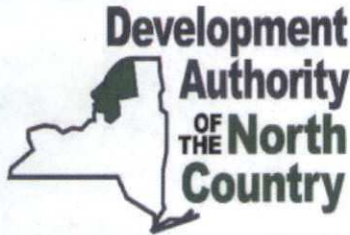
Tourism Fund \$200,000 \$200,000

Loan to Value 47% (154%)

Appraisal completed by Michael Varley for Champlain National Bank on April 28, 2022 gave an as completed value of \$2,675,000. This is more than sufficient for the DANC to have a 1:1 LTV. The value was \$2,575,000 as a going concern. This is also sufficient for DANC to have a 1:1 LTV.

Contingencies:

- Cash equity has been committed to the project
- Champlain National Bank and Pursuit SBA 504 loan have been committed to project
- Appraisal already demonstrates an acceptable LTV
- All required permits and approvals, if any additional are needed
- Labor Peace does not apply as it is has less than 15 FTE employees
- Personal guaranty of Keir Weimer and corporate guaranty of Town House Lodge Opco LLC and Weekender Hospitality LLC
- Copies of invoices, and cancelled checks or bank statements
- Will be disbursed as construction loan



Board Resolution No. 2023-05-47

May 25, 2023

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
TUPPER LAKE HOTEL HOLDCO LLC
LOAN RATIFICATION**

Whereas, **Resolution No. 2013-08-12** establishes the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee has the authorization to commit loans of up to \$250,000 with the Authority Board ratifying the loan at its next meeting, and

Whereas, the Regional Loan Review Committee met May 15, 2023 to review an application from Tupper Lake Hotel HoldCo LLC requesting \$200,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements to a hotel located at 314 Park Street, Tupper Lake, NY 12986 (Franklin County), and

Whereas, the Regional Loan Committee felt that the improvements to the facility met the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approves a commitment of \$200,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$200,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Tupper Lake Hotel HoldCo LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and further be it

RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

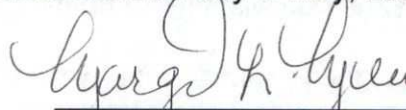
Motion by: T. Hefferon
Seconded by: D. Mastascusa

Bibbins – Absent	Hefferon – Yes	Hunt - Present	Mastascusa - Yes
Doheny – Yes*	Henry - Absent	MacKinnon – Yes	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Present*	Virkler - Yes

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2023-05-47 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of May, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of May, 2023.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower:	Tupper Lake Hotel HoldCo LLC
Loan Fund:	Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]
Amount:	\$200,000.00
Loan Term:	20 years
Loan Rate:	1%
Loan Payment:	6 months interest-only, monthly principal and interest to term out loan over 234 months
Collateral:	Third mortgage and assignment of rents and leases on 314 Park Street, Tupper Lake, NY 12986; 3 rd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Tupper Lake Hotel Holdco LLC
Conditions:	<ul style="list-style-type: none">• Cash equity of a minimum of \$292,000 (committed)• Catskill Hudson Bank financing of \$730,000 (committed)• Pursuit SBA 504 financing of \$453,000 (committed)• Labor peace does not apply as it will have less than 15 FTE• Personal Guarantees of Keir Weimer, Tupper Lake Hotel Opco LLC, Weekender Hospitality LLC• Satisfactory third party broker opinion or appraisal with a minimum value of at least \$1,383,000 for a 1:1 LTV (acceptable appraisal received)• Tourism Funds to go toward improvements and disbursed as construction loan• Copies of invoices, and cancelled checks or bank statements

TRANSFORMATIONAL TOURISM FUND

Borrower: Tupper Lake Hotel Holdco LLC d/b/a Shaheen's Adirondack Inn

Project Location: 314 Park Street, Tupper Lake, NY 12986 (Section 491.54, Block 10, Lot 2)

Borrower Address: 18 Division Street, Suite 409, Saratoga Springs, NY 12866

Ownership: Keir Weimer-100%

Loan Amount: up to \$200,000.00

Term: 20 years

Rate: 1%

Payments: 6 months interest-only, Monthly principal and interest thereafter to amortize over remaining 231 months

Guarantor: Keir Weimer, Tupper Lake Hotel Opco, LLC, and Weekender Hospitality LLC

Use of Funds: Improvements

Collateral: Third mortgage and assignment of leases and rents.

Jobs: Existing: 4.5 FTE
Years 1-3: 6.5 FTE

Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>	
Tourism Loan Fund	\$200,000.00	Acquisition	\$ 940,000.00
Catskill Hudson Bank	\$730,000.00	Renovations	\$ 521,734.00
Pursuit SBA 504	\$453,000.00	FFE	\$ 148,005.00
Cash Equity	\$292,000.00	Soft costs	\$ 40,261.00
		Interim Interest	\$ 25,000.00
Total	\$1,675,000.00	Total	\$1,675,000.00

Catskill Hudson Bank – Assumes 10 year maturity amortized for 25 years; Rate fixed for first 5 years at 5%, then adjusts every 5 years to the Federal Home Loan Bank of NY Five (5) Year Advance Rate plus 175 Basis Points, being fixed at the time of the adjustment with a floor of 5%. There is a prepayment penalty if loan refinanced in first 5 years. No penalty for applying extra payments toward principal.

d/b/a Shaheen's Adirondack Inn

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Pursuit SBA 504-assumes 6% rate (debenture rate on 4/27/2023 is 5.96% for 20 years) over 20 years

Cash equity-Cash contributed by applicant

Description of Project



Shaheen's Adirondack Inn is located in the village of Tupper Lake, and boasts a long history of providing hometown hospitality and excellent accommodations to the traveling public. Offering modern amenities with a eco-conscious effort, Shaheen's is proud to call the pristine Adirondack Mountains home. Sparkling clear waters and beautiful tree lined shores of Raquette River, Tupper Lake, Raquette Pond, and Lake Simond are all nearby. The state boat launch sites make the area a canoeist's, boater's, and fisherman's delight. Shaheen's is close to restaurants and

the Wild Center. The Tupper Lake business district with it's interesting shops and stores is just a short distance away. You will also find that the municipal park, outdoor amphitheater, brew pubs, movie theater, library, bowling alley, Adirondack Sky Center & Observatory and churches are all conveniently located. The facility also has a pool. The property will be rebranded as Trailhead Lodge by Weekender once the renovations are completed.

Mr. Keir Weimer purchased the hotel known as Shaheen's Adirondack Inn in Tupper Lake in August 2022. As part of the acquisition, he is making improvements to the facility which began last fall, however costs have increased due to inflation with both material and labor pricing. In addition, the applicant identified unused space to add an additional 2 units to the property.

Mr. Weimer has closed on funding from Catskill Hudson Bank to acquire the property and complete renovations to the property totaling \$321,734. The cost overruns and 2 additional units cost an additional \$200,000 to complete. These were not part of the bank's funding package, therefore Mr. Weimer is requesting the additional funding from the Tourism fund.

The additional \$200,000 brings the total budget for improvements to \$521,734. Catskill Hudson Bank is providing bridge loan construction financing which will be taken out by a Pursuit SBA 504 loan in the summer.

Mr. Weimer is requesting up to \$200,000 from the Tourism fund for cost overruns and to complete the 2 new units. This will be disbursed as a construction loan. The contractor is on-site and working 5-6 days a week on the improvements. He is currently funding the cost overruns through operating revenue, however this is not a good strategy long term as improvements should be amortized over the useful life of the improvements. In addition to the 2 units, other improvements to the facility included:

- All new technology and PMS booking system called Cloudbeds. This allows for text messaging and virtual concierge for better service to the guests. They also installed in-room technology upgrades to make the units "Smart" (smart TV with preloaded streaming apps free to guests, lightning fast Wi-Fi, voice-enabled rooms for music, weather, and other content powered by Amazon Alexa devices and tech, device charging stations, Wi-Fi locks for secure 24 hour access by code or app, Wi-Fi thermostats, etc.).
- New sidewalks and concrete area around pool, landscaping, new sign, electrical improvements, renovate lobby, renovate owner's quarters and basement suites, all new furnishings, fixtures, and appliances.

Management -

Keir Weimer is Founder and CEO of Weekender Hotels. His background is in real estate. He has a B.S. in Finance & Economics from Syracuse University Whitman School of Management, and a M.S. in Real Estate Finance and Investment from New York University. He owns several hotels in the North Country.

Tupper Lake Hotel Opco LLC will enter into a lease agreement with Tupper Lake Hotel HoldCo LLC to operate the business within the facility. Weekender Hospitality LLC is the management company and will enter into an agreement with Tupper Lake Hotel OpCo to provide management services to the business.

Weekender Hospitality LLC is owned by Mr. Weimer. Weekender's vision is "to become an international adventure & experiences hospitality brand that changes the way people interact with space, place and activity as they explore the world through adventure." Their portfolio of hotels includes Great Pines (in Old Forge, received a NCEDF loan), Adirondack Pine Lodge (North Creek), Placid Bay (Lake Placid), Riverhouse, formerly Jack Daniels Inn (Peterborough, NH), and Town House Lodge (Lake Placid).

Their 3-part value creation strategy is to:

1. Execute a light-renovation, value-add strategy immediately upon acquisition which is typically completed within 6-9 months of acquisition.
2. Implement new trained management team to drive revenue, cut costs and improve guest experience.
3. Implement Proprietary Brand Positioning Strategy and Marketing Plan to drive revenue and competitive differentiation.

Financial Review

Tupper Lake Hotel Holdco LLC

	2022	2023 (projected)
Sales	28,304	182,033
Gross Profit	28,304	182,033
Expenses	158,386	170,065
Other Income/(Exp)	0	0
Net Income (Loss) before Taxes	(130,082)	11,968

d/b/a Shaheen's Adirondack Inn

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Add Back:		
Depreciation	60,941	60,696
Interest	14,131	86,174
Cash for Debt Service	(55,010)	158,838
Tourism Fund	4,761	11,426
Catskill Hudson Bank	21,338	51,210
Pursuit SBA 504	16,227	38,945
Total Debt	42,326	101,581
Debt Service Coverage	(1.29)	1.56

Tourism Fund-\$952.17/mo

Catskill Hudson Bank-\$4,267.51/mo

Pursuit SBA 504-\$3,245.43/mo

- The 2022 information is from the IRS Form 1065 Partnership Return. The 2023 information was internally prepared. The 2022 information was for 5 months only.
- Sales are entirely gross rental income from the OpCo. Expenses are primarily in taxes, interest, depreciation, and insurance. Many of the expenses in 2022 were one-time expenses due to closing on the financing for the acquisition. Legal and acquisition was \$20,295 and bank service charges were \$24,826.

Tupper Lake Hotel Opco LLC

	2020	2021	2022	2023 (projected)
Sales	288,255	502,768	249,441	795,370
Gross Profit	288,255	502,768	249,216	792,970
Expenses	241,071	230,218	173,938	884,335
Other Income/(Exp)	(3,092)	0	0	0
Net Income (Loss) before Taxes	44,092	272,550	75,278	(91,365)
Add Back:				
Depreciation	38,859	47,442	0	0
Interest	2,187	6,325	0	0
Rent	0	0	14,131	86,174
Cash for Debt Service	85,138	227,071	89,409	(5,190)
Tourism Fund	11,426	11,426	4,761	11,426
Catskill Hudson Bank	51,210	51,210	21,338	51,210
Pursuit 504	38,945	38,945	16,227	38,945
Total Debt	101,581	101,581	42,326	101,581
Debt Service Coverage	.84	2.23	2.11	(.05)

Sales Inc (Dec.)	---	---	----	10%
Gross Profit	---	---	----	----

Expenses	84%	46%	70%	1.11%
Profit Ratio	16%	54%	30%	(11)%

Tourism Fund-\$952.17/mo

Catskill Hudson Bank-\$4,267.51/mo

Pursuit SBA 504-\$3,245.43/mo

- 2020 and 2021 information from Seller's internally prepared statements. 2022 information from Applicant's tax return. 2023 information internally prepared by the Applicant. The Applicant took over the operations in August.
- 2020 sales low due to COVID-19.
- 2021 provided by Shaheen's. Primary expenses were bed and sales tax, \$53,628, depreciation, \$47,442, insurance, \$12,595, payroll and associated taxes, \$38,719, and utilities, \$43,577.
- Average occupancy in 2022 was 39% with an ADR of \$114.01. Occupancy peaked in July, August and September with rates of 75%, 56%, and 65% respectively. ADRs for the same time period were \$116.96, \$132.61, and \$139.96. Occupancy was at its lowest in January 2022, 17%, and December 2022, 18%.
- In 2022 and 2023, there was no depreciation, insurance or interest paid but rent to the Holdco instead. To account for the interest in the debt service, the underwriter added back the rent amount. Other primary expenses were: salaries and wages, \$53,780, utilities, \$18,274, rent, \$28,340, and management fee, \$11,000.
- 2023 revenues assume 2 additional rooms brought online in July 2023. The facility has standard queen rooms (two queen beds) for \$98.10 per night in April, down from \$109, and \$259 per night in July; standard king rooms (one king bed) for \$107.10 in April, down from \$119, and \$269 in July; deluxe room (one queen & one king bed) is \$299 in July; the deluxe suite and king suites are \$299 per night in July, and 2 ADA accessible rooms.
- In 2023, primary expenses are as follows: management fee of \$309,192, rent of \$182,033, which a like amount shows up on the proforma for Tupper Lake Hotel HoldCo as income, salaries and associated taxes of \$184,631, and utilities of \$63,366. The management company, Weekender Management Co. provides bookkeeping and assists with marketing and advertising.
- Staff questioned the applicant about the management fee as it appears high. It was noted by the Applicant that they were trying a different system in Q1 for management budget allocation to be based on a "per key" system. However, as they have seen in Q1, due to half of the rooms being offline due to renovations and a slower start to winter, that this system may not be the best, and unfairly penalizes larger-key properties given the circumstances. They are reevaluating with the accounting team and CFO this method and will changing the formula moving forward so that it is more equitable across properties.

d/b/a Shaheen's Adirondack Inn

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Cashflow

- Based upon historical cash flow, there is sufficient cash flow to repay debt. When combining the Opco and Holdco there is sufficient cashflow in 2023 to repay debt.

Weekender Hospitality LLC

	2022	2023 (projected)
Sales	989,990	1,386,681
Gross Profit	981,678	1,386,681
Expenses	927,156	1,386,681
Other Income/(Exp)	0	0
Net Income (Loss) before Taxes	54,522	0

- 2022 information from Mr. Weimer's tax return.
- In 2022 primary expenses were in advertising, \$224,057, wages, \$173,118, legal and professional, \$112,583, car and truck expense, \$86,807.
- In 2023, the business is projected to break-even. Primary expenses will be in salaries and wages, \$595,480, professional fees, \$38,500, and vehicle leases, \$78,733.

Tupper Lake Hotel Holdco LLC

	At Closing
Assets	
Current	0
Fixed	1,640,000
Other	0
Total Assets	1,640,000
Liabilities	
Current	36,615
Long Term	1,346,385
Total Liabilities	1,383,000
Equity	257,000
Total Liabilities & Equity	1,640,000

Working Capital	----
Current Assets	---
Debt to Equity	5.38

- Fixed assets based on real estate appraised value.
- Liabilities include bank, Pursuit 504, and DANC loans.
- An overall good debt to equity ratio.

Personal Credit:

Keir reports assets of \$24,952,109 and liabilities of \$11,961,100. Primary assets in cash and other retirement accounts of \$589,000, stocks and bonds, \$435,000, real estate, \$23,400,000, and other personal property, \$353,109. Primary liabilities are notes payable, \$227,511, and mortgages, \$11,733,589. He shows salary of \$25,000, net investment income, \$50,000, and real estate income,

d/b/a Shaheen's Adirondack Inn

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\$300,000. Keir has a TransUnion credit score of 680. He has one derogatory comment on record for a late payment on a closed account in June 2021. He lists open balances of \$259,649, of which \$259,544 is in installment credit.

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- Assignment of Leases and Rents
- Third lien on all assets of Tupper Lake Hotel Holdco LLC and Tupper Lake Hotel Opco LLC

	<u>Cost</u>	<u>Discount</u>
Real Property (70%)	\$1,461,734	\$1,023,214
F&FE (20%)	\$148,005	\$29,601
Collateral Available	\$1,609,739	\$1,052,815
Catskill Hudson Bank	\$730,000	\$730,000
Pursuit SBA 504	<u>\$453,000</u>	<u>\$453,000</u>
Total Senior Debt	\$1,183,000	\$1,183,000
Collateral Available-DANC	\$426,739	(\$130,185)
Tourism Fund	\$200,000	\$200,000
Loan to Value	47%	(154%)

Total parcel is 1.38 acres and has a full market value of \$743,951 per Franklin County real property records. Appraisal completed by Michael Varley for Catskill Hudson Bank on April 28, 2022 gave an as completed value of \$1,640,000. This is more than sufficient for the DANC to have a 1:1 LTV. The value was \$1,520,000 as a going concern. This is also sufficient for DANC to have a 1:1 LTV.

Contingencies:

- Cash equity has been committed to the project
- Catskill Hudson Bank and Pursuit SBA 504 loan have been committed to project
- Appraisal already demonstrates an acceptable LTV
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- Copies of invoices, and cancelled checks or bank statements
- Will be disbursed as construction loan