

Board Resolution No. 2024-09-63
September 26, 2024

APPROVING MODIFICATIONS TO TRAVEL AND MISCELLANEOUS EXPENSE POLICY

Whereas, the Development Authority of the North Country operates according to Board policies and administrative guidelines as may be amended from time to time, and

Whereas, the Travel and Miscellaneous Expense Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, executive management has reviewed and recommends modification to the Travel and Miscellaneous Expense Policy as reflected in the attached Travel and Miscellaneous Expense Policy.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the Travel and Miscellaneous Expense Policy, attached hereto and incorporated in this Resolution.

Motion by: M. Hall

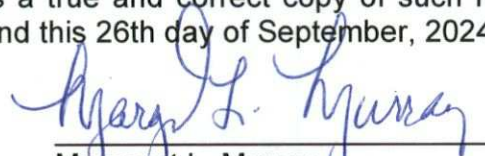
Seconded by: E. Virkler

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

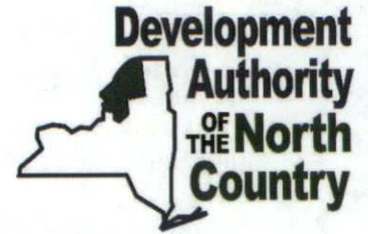
*- indicates attendance via videoconference.

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. 2024-09-63 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country



Subject: Travel & Miscellaneous Expense Policy
Adopted: September 26, 2024
Resolution: 2024-09-63

TRAVEL & MISCELANEOUS EXPENSE POLICY

TABLE OF CONTENTS

SECTION 2.0 IN-SERVICE AREA TRAVEL (NON-TRAVEL STATUS).....	3
SECTION 3.0 OUT OF SERVICE AREA TRAVEL STATUS.....	4
SECTION 4.0 OTHER REIMBURSEMENTS	6
SECTION 5.0 NON-REIMBURSEABLE EXPENSES.....	6
SECTION 6.0 SUBMISSION OF CLAIMS	6
SECTION 7.0 CONTINUING EDUCATION ASSISTANCE PROGRAM.....	7
SECTION 8.0 FORMS.....	7
SECTION 9.0 RECORD OF REVISIONS.....	7
APPENDIX A: CONTINUING EDUCATION ASSISTANCE PROGRAM FORMS	8

SECTION 1.0 GENERAL POLICY

- 1.1 The purpose of this policy is to provide for 1) reimbursement of allowable travel expenses incurred when business is conducted away from the Development Authority of the North Country ("Authority") official duty station; and 2) reimbursement of certain other expenses.
- 1.2 This policy applies to the Board of Directors and all employees of the Authority.
- 1.3 Only business expenses, which are determined to be reasonable and necessary, will be eligible for reimbursement.
- 1.4 A traveler is in travel status and eligible for reimbursement of travel expenses when on official business more than 100 miles from both the official station and place of residence. The official station is the employee's primary work location as designated by the Authority.
- 1.5 Travelers are required to obtain advance approval for any overnight travel deemed necessary for the conduct of Authority business utilizing the Travel and Training Authorization Form. Such approval must be obtained from the Chairperson for travel by Board Members and the Executive Director. The Executive Director and/or their designee approves travel by all other employees. The approved electronic Travel and Training Authorization Form will be retained electronically in OnBase, along with electronic copies of any supporting documentation such as registration form, airline rates, GSA per diem rates for lodging, meals, etc.
- 1.6 Employees are required to obtain advance approval before attending any conferences, workshop, or seminar. The Travel and Training Authorization Form shall be used for such requests that require Authority funds or employee reimbursement, and the Authorization Form will require prior electronic approval by the Executive Director and/or their designee before such funds are spent. Estimated expenses should assume worst case scenario for costs and include all expected expenses associated with such training, including any overnight travel costs. The approved electronic form will be retained electronically in OnBase, along with electronic copies of any supporting documentation such as conference, workshop, or seminar registration form and description. ~~If the training requires overnight travel, then the Travel and Training Authorization Form should include such accommodations.~~
- 1.7 Advanced approval for miscellaneous expenses is required to obtain reimbursement. Requests for such reimbursements require Chairperson approval for Board Members or the Executive Director. Reimbursements for all other employees require approval by the Executive Director and/or their designee. The completed and approved Miscellaneous Expense Authorization Form is required in order to obtain reimbursement. The approved electronic copies will be retained in OnBase, along with electronic copies of any supporting documentation.
- 1.8 To obtain reimbursement, all reimbursement requests must include an Expense Reimbursement Form submitted electronically with receipts and such supporting documentation as required by this policy. Reimbursement requests must be submitted for reimbursement to the immediate manager on a monthly basis for expenses totaling over fifty dollars and on a quarterly basis for expenses totaling under fifty dollars. In an effort to reimburse staff for expenses incurred for official Authority business as soon as practicable, staff may request reimbursement as soon as the expenditure has been incurred.
- 1.9 Expenses incurred for Authority business within New York State are exempt from state and local sales and use tax. When traveling within this State, travelers must complete Form ST-129, Exemption Certificate, for tax on occupancy of hotel rooms ([ST-129 Form](#)). New York State and local sales taxes will not be reimbursed for room occupancy.
- 1.10 The traveler is responsible for the accuracy and completeness of any travel expense documentation submitted. Such requests should include the following information:

- a. distance traveled,
- b. points of travel (to – from),
- c. purpose of travel,
- d. dates of trip,
- e. itemized listing of expenditures, with receipts (as required), and
- f. such other supporting documents as necessary.

1.11 The Expense Reimbursement Form, available in OnBase, shall be utilized by employees. For Board members, the Board of Directors Expense Form shall be used. The approved Expense Reimbursement Forms will be retained in OnBase, along with electronic copies of any supporting documentation.

SECTION 2.0 IN-SERVICE AREA TRAVEL (NON-TRAVEL STATUS)

When an employee is assigned to work at an alternate work location which is 100 miles or less from his or her official station and place of residence, the employee is not considered to be in travel status, but rather is considered to be traveling in proximity of his or her official station.

2.1 MILEAGE

- a. When traveling in proximity of home or official station, an employee using a personal vehicle, is, as outlined below, entitled to reimbursement of transportation expenses associated with travel:
 - from home to an alternate work location
 - between the official station and an alternate work location
 - between alternate work locations
 - from an alternate work location to the employee's home
- b. When travel is from an employee's home to an alternate work location, or from an alternate work location to home, transportation expenses will be reimbursed using the lesser of (1) mileage between the employee's home and the alternate work location, or (2) mileage between the employee's official station and the alternate work location, times the Internal Revenue Service mileage reimbursement rate. This reimbursement method is called the "lesser of mileage rule." When travel is between an employee's official station and an alternate work location, or between two or more alternate work locations, transportation expenses must be reimbursed by payment for the actual mileage between such locations, times the Internal Revenue Service mileage reimbursement rate.
- c. Reimbursement for transportation costs between the official station and the traveler's residence is not allowed, except in the case of designated vehicles, as detailed by the Fleet Management Policy.

2.2 MEALS

- a. Employees traveling within a 100 mile radius of their official work stations, on Authority business, will be entitled to mileage or use of an Authority vehicle, but will not be eligible for meal reimbursement, except as provided in Section 2.2 (b), (c), or (d).
- b. Employees traveling for external staff development or training required by the Authority will be reimbursed a meal allowance equal to the per diem per meal for breakfast, lunch and/or dinner found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)).
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate meal reimbursement upon the approval of the Executive Director and/or their designee.

- d. At the discretion of Authority management, working lunches may be scheduled from time to time at the convenience of the Authority. Working lunches may be reimbursed when there is a documented business purpose for such a meal. Such approval must be obtained in advance, as provided herein, and be documented by the completion of the Working Lunch Authorization Form.

Reimbursement for any working lunch must be approved in advance, unless in emergency situations where verbal or written pre-approval is obtained by the Executive Director and/or their designee. The Working Lunch Authorization Form is required in order to obtain reimbursement. Requests require approval by the Executive Director and/or their designee. The approved electronic Working Lunch Authorization Form will be retained in OnBase, along with electronic copies of any supporting documentation, such as quotes. A copy of the approved Working Lunch Authorization Form must be attached to the requisition documentation that is prepared by the Authority for the working lunch.

SECTION 3.0 OUT OF SERVICE AREA TRAVEL STATUS

3.1 MEALS

- a. When in travel status, travelers will be reimbursed for breakfast when travel begins at least one hour before their normal work starting time, and for dinner when returning home at least two hours after their normal work ending time. The per diem meal allowance breakdown for breakfast, lunch and/or dinner can be found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)). Different meal allowances are based on location. Locations can be found on the GSA website ([Per Diem Rates](#)). Employees should not use the GSA "First & Last Day of Travel" rate. Employees traveling on the first and last day of travel will be reimbursed the per diem rates that apply, including the Meals & Incidentals (M&IE) total if they meet the stated start time on the first day of travel and/or return time on their last day of travel.
- b. Employees traveling for business activities beyond the 100 miles from their official duty station and place of residence may qualify to be reimbursed for breakfast, lunch and dinner and will be reimbursed a per diem meal allowance equal to the Meals & Incidentals (M&IE) total found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)).
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate meal allowance upon the approval of the Executive Director and/or their designee.
- d. The Executive Director has the authority to grant per diem advances.

3.2 LODGING

- a. The Authority uses the per diem rates for travel reimbursement that have been established by the United States General Services Administration (GSA), which is consistent with the policy of the New York State Office of the State Comptroller (OSC) ([NYS Office of State Comptroller](#)). The maximum travel per diem rates for the continental United States are available at the GSA Office of Government-wide Policy Website ([Per Diem Rates](#)).

The Authority will utilize the GSA standards. When the GSA standards change, the Authority's policy will remain consistent with the GSA standards.

In the event the OSC establishes reimbursement rates or standards different from the GSA, the OSC guidelines will be the basis of the Authority policy.

The Executive Director may grant a waiver to these rates if there are circumstances that justify the need to exceed these rates.

- b. In cases where a substantial number of Board Members may be engaged in overnight travel, a budget shall be put together in advance, and authorized by the Board of Directors.
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate lodging reimbursement upon the approval of the Executive Director and/or their designee
- d. Reimbursement is limited to room, parking, and meals. Hotel receipts for overnight travel must be submitted to substantiate the reimbursement. Business and personal phone calls should be made using the employee's cell phone.
- e. Expenses for a spouse, family members or friends who accompany the employee are not reimbursable. Any incremental expenses resulting from a guest (i.e., increased room charge over single occupancy, additional meal charges) must be deducted from the expense reimbursement report.
- f. An exemption certificate for tax on occupancy of hotel rooms must be presented upon check-in (ST-129 Form). New York State sales and use taxes will not be permitted.

3.3 TRANSPORTATION

- a. Travel should be by the most efficient and cost effective method of transportation available. All travel assignments shall be scheduled to minimize expenses whenever possible.
- b. Actual travel costs will be reimbursed from origin to destination, in accordance with the following guidelines:
 - 1. Personal Automobile: When possible, designated or pool vehicles (see Fleet Management Policy) shall be used for travel. Mileage for use of a personal automobile while traveling for Authority business will be reimbursed using the latest IRS standard mileage rate (Publication 463). This mileage rate covers gasoline, oil, maintenance, repairs, insurance and vehicle registration. Parking costs and tolls are reimbursable when substantiated by receipts. Citations for violation of parking or vehicle and traffic laws incurred while on Authority travel will not be reimbursed.
 - 2. Air Transportation: When traveling by air, approval in advance is required, and travelers should obtain the lowest cost coach accommodations possible. The passenger's portion of the airline ticket or the original transportation receipt must be attached to the expense report. Boarding passes alone are not acceptable.
 - 3. Parking Fees/Tolls/Mileage: The cost of tolls, parking and mileage related to air transportation is reimbursable (i.e., travel to and from airport). Receipts must be provided.
 - 4. Public Transportation: The cost of travel by bus or train is reimbursable when documented by original, itemized receipts.
 - 5. Rental Car: Rental car and gasoline expenses are reimbursable, when documented by original, itemized receipts. Employees are expected to rent mid-size or smaller vehicles. Rental vehicles shall be obtained using the Authority corporate rental account only. See the Procurement Coordinator for corporate contact/account information.
 - 6. Taxi or Official Ride Hailing Fares: Reasonable taxi or ride hailing fares will be reimbursed, and customary tipping will be allowed. Receipts should be provided.

SECTION 4.0 OTHER REIMBURSEMENTS

- 4.1 The Authority recognizes that for developmental purposes and to remain abreast of best practices and current issues, employees may need to attend training seminars or workshops, join professional associations, or pursue other educational opportunities eligible for tuition reimbursement (See also Personnel Policies Manual, Section 5).
- 4.2 As approved by the Chairperson or Executive Director and/or designee, as appropriate, other reimbursements for training, professional memberships and education (not included under Section 7.0 of this Policy) may be provided. An employee must obtain prior approval through an Authority purchase order or approved Miscellaneous Expense Form in OnBase. If the cost is determined to be taxable income, such information shall be forwarded to the Finance office upon approval.
- 4.3 Such training, professional membership or other education shall have a direct relationship to the Authority job the employee performs, or to the employee's developmental plan.

SECTION 5.0 NON-REIMBURSEABLE EXPENSES

- 5.1 Only travel expenses that are considered reasonable and necessary in the performance of Authority business are reimbursable. Therefore, the following expenses are **not** reimbursable:
 - a. accommodations and/or meals that are provided to employee at no cost, or included as part of a reimbursable registration fee,
 - b. alcoholic beverages,
 - c. in-room movies,
 - d. souvenirs,
 - e. entertainment,
 - f. frequent flyer membership fees,
 - g. personal phone calls,
 - h. rental vehicle upgrades,
 - i. optional travel insurance,
 - j. laundry/valet service,
 - k. hotel health club or spa fees,
 - l. clothing and toiletries,
 - m. guest expenses, and
 - n. any other personal expenses not necessary to conducting Authority business.
- 5.2 Any such non-reimbursable expenses incurred while traveling on Authority business should **not** be included on the Expense Reimbursement Form when requesting reimbursement.

SECTION 6.0 SUBMISSION OF CLAIMS

- 6.1 Employees must complete the Expense Reimbursement Form in OnBase in order to be reimbursed for any qualified travel or miscellaneous expenses as described in this policy. The Board of Directors must complete the paper expense form that is provided to each board member annually.
- 6.2 All reimbursable expenses must be documented by receipts, with the exception of meals which will be reimbursed based on per diem rates.
- 6.3 Those individuals approving Expense Reimbursement Forms will compare the submitted form with the actual expenses for reasonableness. The Administrative Coordinator or designee will audit the approved forms and the actual expenses for reasonableness, and discuss and resolve any discrepancies with the division management and/or the Executive Director.

SECTION 7.0 CONTINUING EDUCATION ASSISTANCE PROGRAM

7.1 Employees wishing to continue their education and be reimbursed for such expenses should review Section 5.2, II of the Authority Personnel Policy and follow the Continuing Education Assistance Program Form instructions below ([Appendix A](#)) for authorization and reimbursement of such expenses.

SECTION 8.0 FORMS

Electronic versions of the following forms can be found in OnBase for processing:

- Expense Reimbursement Form
- Travel and Training Authorization Form
- Working Lunch Authorization Form
- Miscellaneous Expense Form

SECTION 9.0 RECORD OF REVISIONS

Revision Date:	Resolution Number:
April 10, 2007	2007-03-21
March 27, 2008	2008-03-11
March 13, 2009	2009-03-20
October 26, 2009	2009-10-03
May 20, 2010	2010-05-04
February 23, 2012	2012-02-02
October 25, 2012	2012-10-02
June 23, 2016	2016-06-71
March 23, 2017	2017-03-26
March 23, 2023	2023-03-20
March 28, 2024	2024-03-24
September 26, 2024	2024-09-63

APPENDIX A: CONTINUING EDUCATION ASSISTANCE PROGRAM FORMS

CONTINUING EDUCATION ASSISTANCE PROGRAM

Pursuant to the Development Authority of the North Country Personnel Policy, section called Training and Development, Section 5.2, II, B, 2 Continuing Education ~~(e.g.: tuition reimbursement)~~;

- The Authority will reimburse eligible employees for the cost of tuition and books for college credits, non-credits, and credential related individual courses or courses that have been approved by the Executive Director.
- The course or program must be work related or a required part of degree requirements, and must be offered by an accredited institution of learning.
- The employee must pay for tuition and books and submit a request for reimbursement at the end of each term.
- The employee will be reimbursed as follows:
 - 100% of tuition and books for achieving an A-, A or A+
 - 90% of tuition and books for achieving a B-, B or B+
 - 80% of tuition and books for achieving a C-, C or C+.
 - No reimbursement will occur if the grade is "D" or lower.
- The reimbursement of tuition shall not exceed the established rates for the graduate and undergraduate levels of the State University of New York tuition schedule.
- In special situations, at the discretion of the Executive Director, the Authority may pay for tuition, in advance, if the course is directly related to job performance and productivity.
- Any employee receiving continuing education reimbursement shall enter into an agreement for a mandatory continued employment or payback schedule established as per the policy for the Continuing Education Assistance Program.
- Only regular employees with one year or more of service are eligible for tuition reimbursement, unless specifically authorized by the Executive Director.

APPLICATION INSTRUCTIONS:

- Complete the Continuing Education Assistance Application form, attach descriptive information regarding the course(s) or degree program you wish to enter, and sign the Repayment Agreement for Education Reimbursement form.
- Meet with your manager to discuss your continuing education assistance request. If it is agreed that your request meets guidelines and budgetary restrictions, the manager will provide a written recommendation to the Executive Director on the Continuing Education Approval Form.
- Submit completed application and repayment agreement form, attach the descriptive course/degree information, and manager-approved approval form and send to the Human Resources department for review, at which time, the Executive Director will review the application within 30-days of receipt.
- If funding is approved by the Executive Director, a letter will be sent to you from the office of Human Resources, along with the signed Repayment Agreement for reimbursement, in which you agreed to tuition repayment, should you leave employment within two (2) years of completion of any course work or completion of degree.
- Upon completion of coursework/classes, submit a copy of grade report and invoices to the Human Resources department. If the course was successfully completed, tuition will be reimbursed to the institution on your behalf, or directly to you.
- If the course is not successfully completed, the Authority will not reimburse you.

CONTINUING EDUCATION ASSISTANCE APPLICATION
(TO BE COMPLETED BY EMPLOYEE)

Date: _____

Employee Name: _____

Division: _____ Job Title: _____

Course Title: _____

Course Dates: _____ to _____

Degree sought (if applicable): _____

Estimated Cost of Degree sought (if applicable): _____

Name of Institution: _____

Address of Institution: _____

Course Expenses:

Tuition: \$ _____ Total cost \$ _____

Development objective (what long-term goal is this program/course intended to help you reach):

Employee Signature

Date

REPAYMENT AGREEMENT FOR EDUCATION REIMBURSEMENT

In order to be eligible to receive tuition assistance, the employee must sign and return this Agreement to the Human Resources department prior to any reimbursement by the Development Authority of the North Country (the Authority).

This Agreement is effective as of the date signed. It is between you, _____, (Employee) and the Authority.

1. In accordance with the Authority's Continuing Education Reimbursement Plan, the Authority has agreed to provide continuing education assistance to you.
2. Should you terminate employment with the Authority, you agree to repay reimbursements for continuing education expenses paid to the educational institution on behalf of you or paid to you directly in the following manner:

TIME ELAPSED (AMOUNT OF TIME BETWEEN THE DATE(S) OF THE TUITION PAYMENT AND EMPLOYEE'S TERMINATION FROM EMPLOYMENT DATE):	PERCENT OF REPAYMENT APPLICABLE TO THE AMOUNT OF THE TUITION PAY:
6 months or less	100%
More than 6-months, but less than 12-months	75%
More than 12-months, but less than 18-months	50%
More than 18-months, but less than 24-months	25%

3. This repayment agreement applies to continuing education assistance received for courses that are part of an approved degree program as well as single courses outside a degree program.
4. You hereby authorize the Authority to deduct all or a portion of the amount owed to the Authority from your final paycheck (including base salary, bonuses, vacation pay and/or expense reimbursements), to the extent allowed by law, up to the full amount due the Authority for Continuing Education Assistance reimbursement(s) paid, based on the above table. Any portion of the repayment amount that remains outstanding after such deduction remains your responsibility; and you hereby agree to repay such amount to the Authority within ninety (90) days following your termination.
5. Additionally, by signing this agreement, you confirm that you are not receiving financial aid from any other company or source, including the Veterans Administration, either partially or in full, for any of your requested reimbursements for tuition expenses. Tuition Assistance benefits paid by the Authority would be subject to reduction if benefits were paid by another source.

Employee Signature

Date

Human Resources Signature

Date

CONTINUING EDUCATION – APPROVAL FORM

Employee Name: _____

Division: _____ Job Title: _____

Course Title: _____

Course Dates: _____ to _____

Tuition: _____ Total Costs: _____

MANAGER RECOMMENDATION

Approved Not approved

Reason:

Does this application meet the established guidelines of the continuing educational assistance program policy? Yes No

Was this expense included in the Division budget? Yes No

Manager Signature

Date

EXECUTIVE DIRECTOR APPROVAL

This request is Approved Not approved

Reason (if not approved):

Executive Director Signature

Date

CONTINUING EDUCATION REIMBURSEMENT APPROVAL FORM
(TO BE COMPLETED BY HUMAN RESOURCES)

The Employee must inform Human Resources of the dollar amount expected to be reimbursed and date of course work. After successful completion of each course, the employee must provide proof of grade to Human Resources.

Date: _____

Reimbursement in the amount of \$ _____ is approved.

Expenses should be charged to: _____

Documentation of successful completion attached: Yes No

Human Resources Director

Date

Submitted to Finance for reimbursement on: _____



Board Resolution No. 2024-09-64
September 26, 2024

CAPITAL BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION
NATURAL RESOURCES MANAGEMENT

Whereas, pursuant to **Resolution No. 2023-02-08** the Development Authority of the North Country established a \$70,000 capital project budget for FY 2024 to complete necessary improvements to Dona Road in support of the Authority's Natural Resource Management Plan (Project 20013), and

Whereas, due to severe weather events experienced in 2024 additional improvements are necessary to address damage to storm water infrastructure that was previously unaccounted for, and

Whereas, the estimated cost to make the necessary repairs to the damaged infrastructure is \$75,000, and

Whereas, pursuant to **Resolution No. 2022-02-10** the Development Authority of the North Country authorized a \$15,000 Materials Management Maintenance Shop Improvements Capital Project (Project 20206) to evaluate the maintenance shop at the Materials Management Facility for necessary improvements, and

Whereas, pursuant to **Resolution No. 2023-02-08** the Materials Management Maintenance Shop Improvements Project was increased to \$587,000 to address improvements identified in the evaluation, and

Whereas, the Maintenance Shop Improvements Project is substantially complete with \$176,786 available in contingency, and

Whereas, the funding source for both projects is the Replacement Reserve.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the Materials Management Capital Budget as follows:

Company	Project Number	Current Budget	Available Budget	Amended Budget	Change
20	20213	\$ 70,000	\$ 4,765	\$ 145,000	\$ 75,000
20	20206	\$ 587,000	\$ 176,786	\$ 512,000	\$ (75,000)

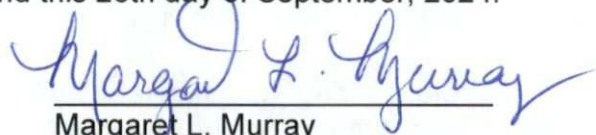
Motion by: T. Hefferon
Seconded by: A. MacKinnon

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

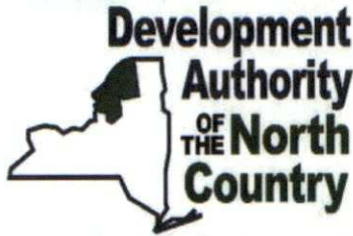
*- indicates attendance via videoconference.

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. 2024-09-64 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-09-65
September 26, 2024

CAPITAL PROJECT AUTHORIZATION
TELECOMMUNICATIONS DIVISION
LEWIS COUNTY ELIJAH LAKE ROAD EXTENSION

Whereas, Lewis County applied for and received an Adirondack Park and Catskill Park Community Smart Growth Grant (Application Number DEC01-SGADK-2023-00021), hereinafter referred to as "Grant", to complete a broadband expansion project within the Adirondack Park in Lewis County, and

Whereas, the broadband expansion on Elijah Lake Road was funded in the amount of \$50,000, which is adjacent to a recently completed broadband project in the Town of Diana, and

Whereas, Lewis County has requested that the Development Authority of the North Country extend its existing network approximately 1.6 miles to Elijah Lake to enable the provision of high-speed internet to unserved customers, and

Whereas, Lewis County will reimburse the Development Authority of the North Country to complete such work, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Memorandum of Understanding with Lewis County which shall include the following provisions; 1) The Development Authority of the North Country shall construct, own and operate approximately 1.6 miles of fiber optic facilities to Elijah Lake, and 2) Lewis County shall reimburse the Development Authority of the North Country for up to \$50,000 in project costs, and further be it

RESOLVED, upon execution of the Memorandum of Understanding, the Development Authority of the North Country does hereby authorize the Chief Financial Officer to establish a Telecommunications Division Capital Project, "Lewis County Elijah Lake Road Extension", in the amount of \$50,000.

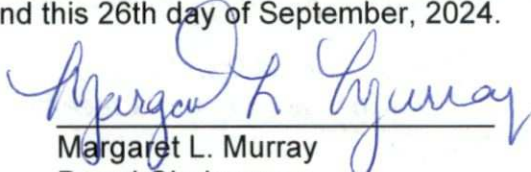
Motion by: T. Hefferon
Seconded by: M. Hall

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

*- indicates attendance via videoconference.

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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. 2024-09-65 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND
THE COUNTY OF LEWIS
FOR ELIJAH LAKE ROAD BROADBAND EXTENSION**

This Agreement entered into this ____ day of _____, 2024, by and between:

THE COUNTY OF LEWIS (hereinafter referred to as "County"), having office and principal place of business located at 7660 N. State Street, Lowville, NY 13667, is a municipal corporation.

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 County applied for and received an Adirondack Park and Catskill Park Community Smart Growth Grant (DEC01-SGADK-2023-00021) (Hereinafter referred to as "Grant") to complete a broadband expansion project within the Adirondack Park in Lewis County. The Authority build portion of the Grant application included an approximately 1.6 mile extension of the Authority's current network on Elijah Lake Road, in the Town of Diana, to provide broadband service to the residents of Elijah Lake (hereinafter the "Project"). The actual Project routes will be confirmed with the County after field verification is completed and preliminary engineering progresses.
- B. The "Term" of the Project is August 1, 2024 – July 31, 2027, in accordance with Grant requirements.
- C. The Grant will provide a \$125,000 to the County, of which \$50,000 is to be used for the Project.
- D. The Authority will oversee and manage the fiber construction and own and operate the fiber constructed as part of this Project.
- E. This Memorandum of Understanding (MOU) sets out the principles which will guide the activities of the Project.

Agreement

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

1. **Project Responsibilities**

The County shall be responsible for the following at its sole cost and expense:

Responsibility/Activity	
-	Execute and complete all Grant contractual agreements and administrative functions required to obtain the \$50,000 required to fund the Project.
-	Perform all duties related to managing the grant including all reporting and submission required by the Grant.
-	Providing reimbursement to the Authority of up to \$50,000 upon project completion.
-	Assist the Authority and SLIC Network Solutions with marketing to the residents of Elijah Lake.

The Authority shall be responsible for the following at its sole cost and expense:

Responsibility/Activity	
-	Performing construction activities including the final design, pole licensing, construction, test and acceptance of the fiber from our existing network on Bryant Bridge Road to the residents on Elijah Lake, a build of approximately 1.6 miles.
-	Providing the necessary cost documentation required by the Grant to allow the County to receive reimbursement.
-	Planning and design of the last mile networks.
-	Deployment of fiber-optic last mile network, including the procurement of materials, design and installation contractors, and attachment of OSP.
-	Management of the fiber optic network as an open access last mile system. This includes all contractual engagement with broadband providers, community anchor institutions, and other agencies.
-	Coordination with 3 rd party pole owners for licensing. The Authority will assume all coordination efforts to relocate other parties' attachments.
-	Operations and maintenance of the new fiber network.

Financial Contributions

The County shall be responsible for:

Service / Payment	
-	Funding 100% of the permitting, fiber procurement, make-ready, construction, and other related costs that are specifically attributable to the Project.

- Providing payment to the Authority within thirty days of receiving an invoice detailing the Project costs.

DANC shall be responsible for:

Service / Payment
<ul style="list-style-type: none"> - Providing internal DANC labor to plan, design, and project manage the deployment of the new infrastructure. - Ownership of the new fiber optic infrastructure for its useful life. - Providing the County with a monthly detailed cost breakdown by expense type and supporting documentation as required by the Grant until project completion.

2. **Change Orders**

The Authority will obtain County approval, prior to incurring any costs that exceed the budgeted amounts in **Exhibit A**.

3. **Reconciliation**

The estimated project costs are based on the Authority's best engineering judgment at this phase in the project. The project estimates will change after bidding, make-ready/permitting is complete, and when construction is complete. The Authority will track project costs on a monthly basis and provide the County with a cost summary report.

4. **Timeline**

This Memorandum of Understanding will be effect during the Term of the grant. This Memorandum of Understanding does not cover any activities post grant close-out.

5. **Project Scope**

The new last mile network will include approximately 1.6 miles of new infrastructure, as shown in **Exhibit B**.

6. **Amendments to this Memorandum of Understanding**

This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. The parties may agree to amend this Memorandum of Understanding in writing, provided that any such amendment is incorporated into and made a part of this document. This Memorandum of Understanding will remain in effect until the project is closed by DEC and all funds have been disbursed.

7. **Governing Law**

This MOU shall be governed in all respects by, and be construed in accordance with, the laws of the State of New York.

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

County of Lewis

By: _____
Carl E. Farone, Jr.
Executive Director

By: _____
Lawrence L. Dolhof
Chair, Lewis County Board of Legislators

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) ss:
COUNTY OF LEWIS)

On this ____ day of _____, 2024, before me personally came Lawrence L. Dolhof who being duly sworn, did dispose and says that they reside in Lyons Falls, New York; that they are the Chair, Lewis County Board of Legislators described herein, and which executed the foregoing instrument; and that they signed their name thereto by order of said County.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)

On this ____ day of _____, 2024, before me personally came Carl E. Farone, Jr. who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC

EXHIBIT A – PROJECT BUDGET

PROJECT BUDGET/COST CERTIFICATION

Project Number:
 Project Name: Lewis County DEC Grant

Date: 9/9/2024 Report No.: PRELIMINARY
 Actual:
 Estimate:

Funding Source(s)	Amount
Lewis County	\$50,000.00
SUBTOTAL:	\$50,000.00

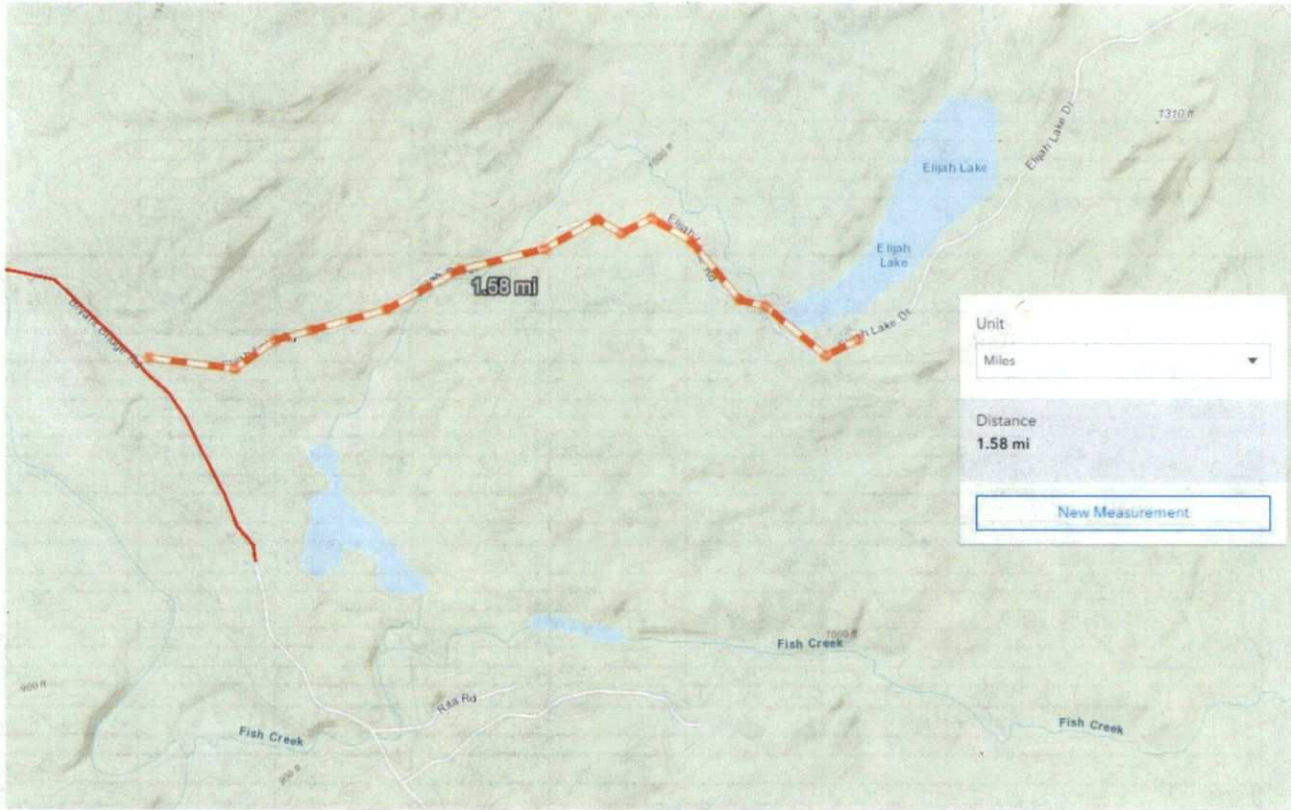
Other Funding Source(s)	Amount
Other Source:	
Other Source:	
Other Source:	
SUBTOTAL:	\$0.00
TOTAL:	\$50,000.00

ITEM	APPROVED BUDGET	MODIFIED BUDGET	PREVIOUS EXPENDITURES	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE REMAINING
A. ADMINISTRATIVE EXPENSES						
1. Legal (Task Legal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Bonding (Task Legal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Net Interest (Task Admin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Single Audits (Task Admin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Miscellaneous (Task Admin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Fiscal Administration - DANC (Task Admin)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total A. Administrative Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. TECHNICAL SERVICES						
1. Engineering (Task Engineer1)						
a. Telecom Div Internal Labor	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
b. Engineering Div Internal Labor	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
2. External Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total B. Technical Services	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
C. CONSTRUCTION						
1. Construction Contracts						
a. Make Ready(Task Const2)	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00
a. Contract No. 1 (Task Const1)	\$ 24,508.80	\$ -	\$ -	\$ -	\$ -	\$ 24,508.80
2. Direct Expenditures						
a. Equipment (Task Equip 1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
b. Equipment (Task Equip 2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
c. Fiber Procurement (Task Materials)	\$ 5,491.20	\$ -	\$ -	\$ -	\$ -	\$ 5,491.20
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total C. Construction	\$ 44,000.00	\$ -	\$ -	\$ -	\$ -	\$ 44,000.00
D. CONTINGENCY						
1. Contingency (Task Ctnegy)	\$ 0.00					\$ 0.00
Total D. Contingency	\$ -					\$ -
TOTAL PROJECT COST	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
MODIFIED BUDGET CHANGES:	\$50,000.00					

1

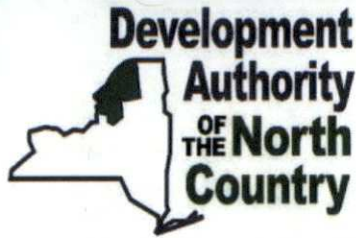


EXHIBIT B – PROJECT MAP



KEY:

Red Line = Existing Authority Network
Orange/White Line = Grant Build



**Board Resolution No. 2024-09-66
September 26, 2024**

**FISCAL YEAR 2025 OPERATING BUDGET AMENDMENT
ARMY SEWER LINE**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Army Sewer Line for FY 2025 pursuant to **Resolution No. 2024-02-10**, and

Whereas, the current budget includes authorized expenditures as follows, and

Account Description	Annual Budget	Actual Expenditures as of 9/16/2024
Overtime Wages	\$18,416.00	\$46,708
Safety Equipment & Supplies	\$14,000.00	\$12,580
Pipeline Maintenance	\$45,000.00	\$38,150

Whereas, the Army Sewer Line experienced two significant emergency events due to severe weather during the months of July and August 2024 which resulted in unplanned expenditures to respond effectively to the events and ensure continuous, uninterrupted service to the over 40,000 customers that are served by the system, and

Whereas, the Army Sewer Line is the only sewer system supporting Fort Drum, the Towns of Champion, LeRay, and Rutland, and the Village of Black River, and

Whereas, the details of these events were documented in After Action Reports which identified staff overtime requirements and the need to procure additional tools and supplies that will enable staff to respond to future events more safely and expeditiously, and

Whereas, the additional costs to address the increased expenditures due to these emergency events is estimated to be \$75,000 and will be offset by Customer Billings.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the FY 2025 Army Sewer Line Budget as follows:

Account Description	Current Budget	Amended Budget	Change
<i>Customer Billings (GL4001)</i>	\$4,033,530	\$4,108,530	\$75,000
Overtime Wages (GL5002)	\$18,416	\$58,416	\$40,000
Safety Equip & Supplies (GL5403)	\$14,000	\$29,000	\$15,000
Pipeline Maintenance (GL5812)	\$45,000	\$65,000	\$20,000

Motion by: M. Hall
Seconded by: T. Hefferon

Bibbins – **Yes** *
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Absent**
Hunt - **Present**

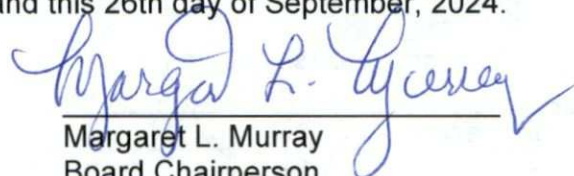
MacKinnon – **Yes**
McGrath – **Present** *
Mastascusa – **Yes** *

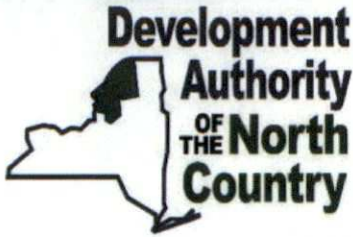
Murray – **Yes** *
Virkler – **Yes**

*- 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. 2024-09-66 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-09-67
September 26, 2024

SEWER SERVICE AGREEMENTS
ARMY SEWER LINE
AMENDMENTS

Whereas, the Development Authority of the North Country (Authority) is nearing completion of a capital improvement project that will repair approximately 17,160 feet of 36" Pre-Stressed Concrete Pipe and associated manholes located on the section of the Army Sewer Line beginning at the Calcium Nature Trail head and ending at the Warneck Pump Station, referred to as the Army Sewer Line Pipeline Rehabilitation Project No. 41065 (Project), and

Whereas, the New York State Environmental Facilities Corporation (EFC) is providing interim financing for the Project, has listed this project on the Clean Water State Revolving Fund under Project No. C-6026-08-00, and will be providing long-term financing for up to 30 years for the Project, and

Whereas a condition of financing with EFC is to ensure that customer agreements for sewer service have a term at least as long as the long-term financing agreement, and

Whereas a review of the existing Authority Outside User agreements indicates that the following agreements will require amendments:

Outside Sewer Service Agreement	Current Expiration Date	Proposed Expiration Date
Town of LeRay, SD No. 1, 2 & 4	4/8/2041	12/31/2055
Town of Pamelaia, SD No. 3, 4, 5 & 9	1/1/2043	12/31/2055
Route 3 Sewer Board of Commissioners	12/17/2029	12/31/2055

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached amended Sewer Service Agreements with the Town of LeRay, Town of Pamelaia, and the Route 3 Sewer Board of Commissioners.

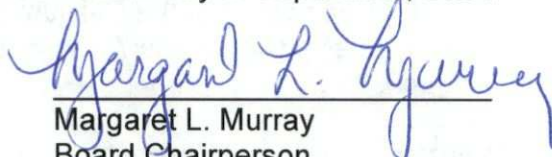
Motion by: E. Virkler
Seconded by: A. MacKinnon

Bibbins – Yes *	Hefferon – Yes	MacKinnon – Yes	Murray – Yes *
Doheny – Yes	Henry - Absent	McGrath – Present *	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-09-67 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson

SEWER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF LERAY SEWER DISTRICTS NO. 1, 2, & 4**

AMENDMENT NO. 1

This sets forth the amendment made as of _____, 20____ by and between the by and between the Town of LeRay ("Town"), a New York municipal corporation, with offices at 8650 LeRay Street, Evans Mills, NY 13637 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the April 8, 2021 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

TOWN OF CHAMPION

By: _____
Lee Carpenter, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Lee Carpenter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

SEWER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF PAMELIA SEWER DISTRICTS NO. 3, 4, 5 & 9**

AMENDMENT NO. 1

This sets forth the amendment made as of _____, 20____ by and between the Town of Pamela ("Town"), a New York municipal corporation, with offices at 25859 NYS Route 37, Watertown, NY 13601 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the January 1, 2023 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

TOWN OF PAMELIA

By: _____
Scott Allen, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Scott Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

SEWER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
THE ROUTE 3 SEWER FACILITIES BOARD OF COMMISSIONERS
TOW OF CHAMPION
TOWN OF LERAY
TOWN OF PAMELIA
TOWN OF RUTLAND
VILLAGE OF BLACK RIVER**

AMENDMENT NO. 2

This sets forth the amendment made as of _____, 20____ by and between the Route 3 Board of Commissioners for the NYS Route 3 Sewer System ("Board of Commissioners), as authorized under an Inter-Municipal Agreement dated May 15, 2003 between the Towns of Champion, LeRay, Pamela, Rutland and the Village of Black River; and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the August 13, 2012 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. Amendment No. 1 was made as of August 9, 2021 and is still in effect.
3. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

ROUTE 3 BOARD OF COMMISSIONERS

By: _____
Thomas E. Stewart, Chairman

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

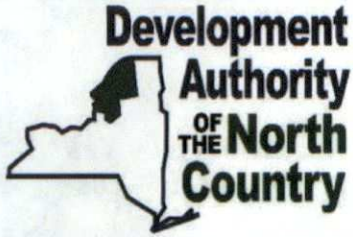
On the ____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas E. Stewart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public



Board Resolution No. 2024-09-68
September 26, 2024

WATER SERVICE AGREEMENTS
ARMY WATER LINE
AMENDMENTS

Whereas, the Development Authority of the North Country (Authority) is nearing completion of a capital improvement project that replaced 12,872 feet of pipeline on Patterson Road identified as a high priority due to potential risk of failure and included some improvements at the Booster Pump Stations, referred to as the Phase 1 Army Water Line Pipeline Replacement Project No. 42041 (Project), and

Whereas, the New York State Environmental Facilities Corporation (EFC) is providing interim financing for the Project, has listed this project on the Drinking Water State Revolving Fund under Project No. 19126, and will be providing long-term financing for up to 30 years for the Project, and

Whereas a condition of financing with EFC is to ensure that customer agreements for water sales have a term at least as long as the long-term financing agreement, and

Whereas a review of the existing Authority Outside User agreements indicates that the following agreements will require amendments:

Outside Water Service Agreement	Current Expiration Date	Proposed Expiration Date
Town of Champion, WD No. 1	2/10/2030	12/31/2055
Town of LeRay, Consolidated WD No. 1	10/31/2030	12/31/2055
Town of Pamela, WD No. 1, 2 & Consolidated WD No.1	2/10/2034	12/31/2055

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached amended Water Service Agreements with the Towns of Champion, LeRay, and Pamela.

Motion by: M. Hall
Seconded by: E. Virkler

Bibbins – **Yes** *
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Absent**
Hunt - **Present**

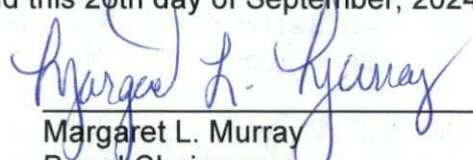
MacKinnon – **Yes**
McGrath – **Present** *
Mastascusa – **Yes** *

Murray – **Yes** *
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. 2024-09-68 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.



Margaret L. Murray
Board Chairperson

WATER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF CHAMPION WATER DISTRICT NO. 1**

AMENDMENT NO. 1

This sets forth the amendment made as of _____, 20____ by and between the Town of Champion ("Town"), a New York municipal corporation, with offices at 10 Broad Street, West Carthage, NY 13619 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the February 10, 2014 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

TOWN OF CHAMPION

By: _____
Thomas E. Stewart, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas E. Stewart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

WATER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF LERAY CONSOLIDATED WATER DISTRICT**

AMENDMENT NO. 1

This sets forth the amendment made as of _____, 20____ by and between the by and between the Town of LeRay ("Town"), a New York municipal corporation, with offices at 8650 LeRay Street, Evans Mills, NY 13637 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the November 4, 2022 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

TOWN OF CHAMPION

By: _____
Lee Carpenter, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Lee Carpenter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

WATER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF PAMELIA WATER DISTRICTS NO. 1, 2, & CONSOLIDATED DISTRICT NO. 1**

AMENDMENT NO. 2

This sets forth the amendment made as of _____, 20____ by and between the Town of Pamela ("Town"), a New York municipal corporation, with offices at 25859 NYS Route 37, Watertown, NY 13601 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. Article III, Section 301 of the February 10, 2014 agreement is hereby amended to increase the term expiration date of this contract to December 31, 2055.
2. Amendment No. 1 was made as of December 13, 2021 and is still in effect.
3. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr., Executive Director

TOWN OF PAMELIA

By: _____
Scott Allen, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

STATE OF NEW YORK)
COUNTY OF JEFFERSON) s.s.:

On the ____ day of _____ in the year 20 ____, before me, the undersigned, a Notary Public in and for said state, personally appeared Scott Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public



Board Resolution No. 2024-09-69
September 26, 2024

HOME-ARP
NEIGHBORS OF WATERTOWN INC
AWARD MODIFICATION

Whereas, **Resolution No. 2024-03-34** authorized an award of \$900,000 to Neighbors of Watertown Inc. for affordable housing from HOME-ARP funding, and

Whereas, **Resolution No. 2024-03-34** awarded \$107,000 to North Country Transitional Living Services for supportive services and administration, and

Whereas, North Country Transitional Living Services withdrew its application for funding, and

Whereas, Neighbors of Watertown Inc. has a gap in its project to create 61 units of permanent supportive housing in the City of Watertown, and

Whereas, the HOME Administrative Board met and agreed to award an additional \$100,000 to Neighbors of Watertown Inc. for a total award of \$1 million for affordable housing.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to execute a HOME-ARP contract with Neighbors of Watertown Inc. for \$1 million based upon the award made by the North Country HOME Consortium Administrative Board.

Motion by: T. Hefferon

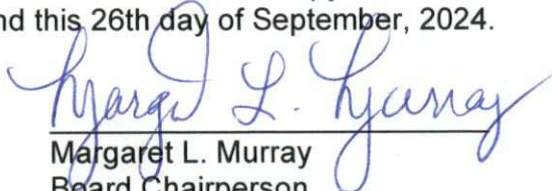
Seconded by: M. Hall

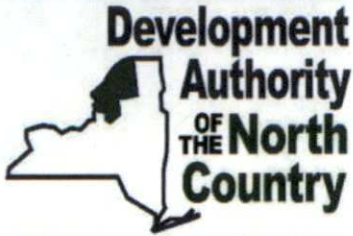
Bibbins – Yes *	Hefferon – Yes	MacKinnon – Yes	Murray – Yes *
Doheny – Yes	Henry - Absent	McGrath – Present *	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – Yes *	

*- 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. 2024-09-69 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-09-70
September 26, 2024

**NORTH COUNTRY REGIONAL TOURISM TRANSFORMATIONAL
REVOLVING LOAN FUND
EASTERN RESORT MANAGEMENT LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2015-06-83** authorized a loan of \$168,000 from the North Country Regional Tourism Transformational Revolving Loan Fund (ESD Funds) to Eastern Resort Management, LLC to acquire the Snow Ridge Ski Resort in Turin, NY (Lewis County), and

Whereas, **Resolution No. 2019-06-82** extended the term of the loan from 10 years to 20 years, and

Whereas, the current balance on the loan is \$109,739.38, and

Whereas, the business is working through cash flow issues due to recovery from a tornado last year that caused damage to the ski facility, and last season's mild winter weather, and

Whereas, the business has requested interest-only payments from July 1-December 1, 2024 to preserve cash to open the facility for the coming season, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve for Eastern Resort Management LLC interest-only payments for July 1, 2024 through December 1, 2024, with all other terms and conditions remaining the same.

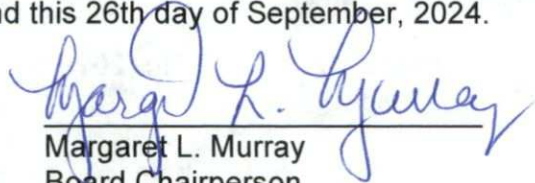
Motion by: E. Virkler
Seconded by: T. Hefferon

Bibbins – Yes *	Hefferon – Yes	MacKinnon – Yes	Murray – Yes *
Doheny – Yes	Henry - Absent	McGrath – Present *	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-09-70 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Eastern Resort Management, LLC

Loan Fund: North Country Regional Tourism Transformational
Community Revolving Loan Fund (**ESD Funds**)

Loan Amount: \$168,000.00

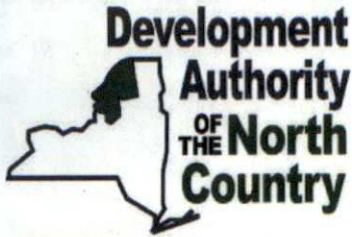
Term: 240 months

Rate: 1%

Payment: Monthly principal and interest payments

Collateral: Co-proportional second mortgage with Lewis County IDA on
real estate; assignment of leases and rents; co-proportional
second lien on all business assets.

Personal guaranty of Cynthia Sisto



Board Resolution No. 2024-09-71
September 26, 2024

**NORTH COUNTRY REGIONAL TOURISM TRANSFORMATIONAL
REVOLVING LOAN FUND
TURIN HIGHLAND LODGE LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2023-02-17** authorized a loan of \$225,000 from the North Country Regional Tourism Transformational Revolving Loan Fund (ESD Funds) to Turin Highland Lodge, LLC to build a 6-room single story motel in the Village of Turin, NY (Lewis County), and

Whereas, the loan closed on August 4, 2023 and the current balance on the loan is \$225,000, and

Whereas, the business is expecting reimbursement for a grant to complete its sidewalks in order to get its certificate of completion which should occur by mid-October, and

Whereas, the business has requested interest-only payments from October 1-December 1, 2024, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve for Turin Highland Lodge LLC interest-only payments for October 1, 2024 through December 1, 2024, with all other terms and conditions remaining the same.

Motion by: M. Hall
Seconded by: T. Hefferon

Bibbins – **Yes** *
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Absent**
Hunt - **Present**

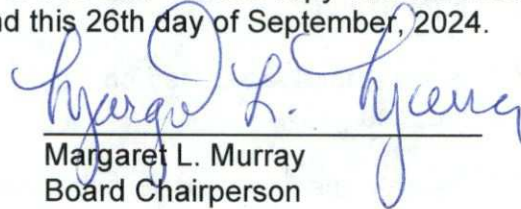
MacKinnon – **Yes**
McGrath – **Present** *
Mastascusa – **Yes** *

Murray – **Yes** *
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. 2024-09-71 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Turin Highland Lodge, LLC

Loan Fund: North Country Regional Tourism Transformational
Community Revolving Loan Fund (**ESD Funds**)

Loan Amount: \$225,000.00

Term: 240 months

Rate: 1%

Payment: 12 months interest-only, then monthly principal and interest
payments

Collateral: Co-proportional second mortgage on real estate; assignment
of leases and rents; co-proportional second lien on all
business assets.

Conditions:

- Cash equity of a minimum of \$150,000 demonstrated at closing by bank statement.
- Community Bank financing of \$375,000
- Labor peace does not apply as it is an existing business with less than 15 full time equivalent employees
- Personal Guaranty of Kaitlyn Matthews, Robert B. Matthews, Bonny Lou Mahar, and Timothy J. Mahar
- Satisfactory third party broker opinion or appraisal with a minimum value of at least \$600,000 for a 1:1 LTV
- Copies of invoices, and cancelled checks or bank statements
- Disbursed as construction loan
- All required permits and approvals



Board Resolution No. 2024-09-72
September 26, 2024

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
WELLS-JAREO HOLDINGS 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 September 18, 2024 to review an application from Wells-Jareo Holdings, LLC requesting \$110,400.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements; repairs, and purchase equipment at their facility known as Dry Hill Ski Lodge located at 18160 Alpine Ridge Road, Watertown, NY (Jefferson County), and

Whereas, the Regional Loan Committee felt that the improvements, repairs and equipment to be purchased for Dry Hill Ski Lodge meet the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approves a commitment of \$110,400 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 \$110,400 from the Regional Tourism Transformational Community Revolving Loan Fund to Wells-Jareo Holdings 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: E. Virkler
Seconded by: T. Hefferon

Bibbins – **Abstained****
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Absent**
Hunt - **Present**

MacKinnon – **Yes**
McGrath – **Present ***
Mastascusa – **Yes ***

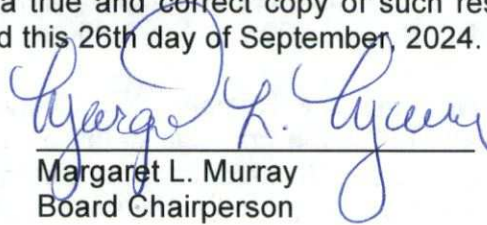
Murray – **Yes ***
Virkler – **Yes**

*- indicates attendance via videoconference.

+ -Mr. Bibbins' abstention was received via email on Friday, September 20, 2024.

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. 2024-09-72 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 26th day of September, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of September, 2024.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Wells-Jareo Holdings LLC

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

Amount: \$110,400.00

Loan Term: 15 years

Loan Rate: 1%

Loan Payment: Seasonal payment schedule: Fixed principal of \$3,680 plus accrued interest due January and February of each year followed by Interest only payments due the months of March-December of each year.

Collateral: Fourth mortgage and assignment of rents and leases on 18160 Alpine Ridge Road, Watertown, NY 13601

Lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Wells-Jareo Holdings LLC

Conditions:

- Cash equity of \$27,600
- Watertown Savings Bank loan of \$138,000
- Personal Guarantees of Patrick R. Jareo and Janet M. Wells, and the operating entity, if any
- NCEDF approval of subordination to additional Watertown Savings Bank debt
- Pledge of cash collateral of \$100,000

North Country Transformational Community Tourism Fund

BORROWER: Wells-Jareo Holdings, LLC

CORPORATE ADDRESS: 7379 Martin Road, Adams, NY 13605

PROJECT ADDRESS: 18160 Alpine Ridge Road, Watertown, NY 13601 (tax parcels 91.00-1-25.1 and 91.00-1-24.17)

OWNERSHIP: Patrick R. Jareo-50%
Janet M. Wells-50%

AMOUNT REQUESTED: \$110,400; 15 years at 1%

PAYMENT: Seasonal payment schedule: Fixed principal of \$3,680 plus accrued interest due January and February of each year followed by Interest only payments due the months of March-December of each year.

BUSINESS CLASSIFICATION: NCAIS Code: 713920

PRIMARY COLLATERAL: Fourth mortgage on real estate and assignment of leases and rents co-proportional behind Watertown Savings Bank loans of \$350,000 and \$138,000 and NCEDF loan of \$175,000 on property located at 18160 Alpine Ridge Road, Watertown, NY 13601.

Fifth lien co-proportional on all business assets of Ski Dry Hill Inc. behind Watertown Savings Bank loans of \$350,000, \$138,000 and a \$50,000 LOC.

GUARANTORS: Patrick R. Jareo and Janet M. Wells

EMPLOYMENT: Existing: 35 FTE seasonal
New Jobs Years 1-3: 23 FTE

North Country Transformational Community Tourism Fund

Sources of Funds:

Tourism Fund	\$110,400.00
Watertown Savings Bank	\$138,000.00
Owner Equity	<u>\$ 27,600.00</u>
Total Sources	\$276,000.00

Uses of Funds

Improvements	\$175,000.00
Equipment	\$101,000.00
Total Uses	<u>\$276,000.00</u>

Watertown Savings Bank – Pending-assumes 15 years at 7%

PROJECT OVERVIEW:

Ski Dry Hill Inc is a S corporation formed August 15, 2022 with NYS DOS. It is owned 50% by Janet (Boo) M. Wells and her husband, Patrick Jareo, 50%. The applicant purchased Dry Hill in October of 2022. At that time, they were notified that the project was not eligible for funding through the Tourism Fund as it was for acquisition only, however they might be eligible in the future for funding from the Tourism Fund if improvements to the facility were made. The applicant is requesting \$110,400 from the Tourism Fund to acquire equipment and make improvements to existing equipment that will improve efficiencies and operations at the Dry Hill Ski Resort located in Watertown, NY.

Dry Hill Ski area is a small, family-owned ski resort located in Watertown, Jefferson County. After purchasing Dry Hill, they began transitioning the business from a single-season ski area to a four-season community destination. Concerts, a weekly summer farmer's market, weddings, private parties, a disc golf course, and several seasonal festivals have taken place over the last two years. In the future, mountain bike trails, chairlift rides and more outdoor activities for the community are planned.



Given the current warming trend of the environment, Dry Hill requires major snow-making infrastructure upgrades to remain operational. The snowmaking system has been redesigned and divided into three phases. Phase one will bring snow to the new learner's area where a new surface lift called a Magic Carpet will be installed in November. Snow making will also be brought to the top of the snow tubing hill. The ability to open the snow tubing hill as soon as temperatures drop, regardless of natural snow, will have an enormous positive impact on cash flow. The 2nd and 3rd phases will involve bringing snow making to the entire hill and replace the current pump and pump house. The SMI PoleCat retrofit kits and EVO fan guns will make their current snow

North Country Transformational Community Tourism Fund

guns more efficient and productive. Technology has advanced in the snow making industry to allow quality snow production at warmer temperatures.

A Prinoth BR350 will replace the aging BR275 snowcat. The overlap in equipment will allow them to protect against the enormous problem that exists when the BR275 becomes unrepairable. The Prinoth BR 350 S Tier 3 is a 2011 model with 7,811 hours on it.

Due to decades of deferred maintenance and necessary safety upgrades, the Hall double chairlift requires attention. The current drive (motor) on the chairlift is a single speed drive and can not be slowed down for beginners or safety concerns. The new VFD will allow the chair to be slowed down for beginner skiers and snowboarders, making the lift much more user friendly and safer for beginners and young children. It will also allow for the future expansion into scenic chair lifts during the Fall and Summer seasons. The tower safety switches will be replaced at the same time as the VFD installation.

Finally, the new ANSI code requires replacement of the work platform used to do maintenance on the lift. In addition to the new work platform, the applicant will be purchasing safety gear for tower work such as harnesses and hard hats. Mountain Operations will be implementing all new safety protocols for working on the lift.

A breakdown of expenses is as follows:

SMI PoleCat retrofit kits 3 @ \$15,000	\$45,000
Pipe & electrical material to upgrade/repair snowmaking system	\$50,000
Demac Lenko (used) EVO snow fan gun	\$36,000
New Variable Speed Drive (VFD), new safety circuits for Hall chairlift	\$70,000
Replacement (used) Prinoth snowcat for grooming	\$65,000
Dopplemeyer work platform and safety gear	\$10,000

In addition to the existing WSB mortgage and line of credit, the applicant has a small term loan with a balance of around \$20,000 with the bank secured by a specific piece of equipment.

MANAGEMENT OVERVIEW:

Boo Wells owned and operated the Farm House Kitchen from 2002-2021 in Sackets Harbor. She managed the mid-sized catering company serving corporate, institutional and private clients. She was also a Culinary Arts Instructor at Jefferson Community College from 2006-2009. She attended the Culinary Institute of America, Hyde Park, for Continuing Education/Culinary. Her vast culinary and event experience will help in running the Lodge and expanding offerings at the facility to more year-round. She has also been an Alpine Ski Instructor at Dry Hill as well as Pat's Peak in New Hampshire. She is a member of the Professional Ski Instructors of America.

Patrick Jareo is a Civil Engineer and partner in P&T Supply and Services Inc. He is a graduate of Clarkson University in Civil Engineering and is retired U.S. Army. He is member of the Jefferson County Board of Legislators, currently Vice Chairman.

North Country Transformational Community Tourism Fund

FINANCIAL ANALYSIS:

	2021	2022	2023	8/14/2024	Projected 2025
Revenue	\$834,960	\$297,734	\$671,221	\$545,574	\$829,520
Gross Profit	\$765,344	\$269,470	\$531,477	\$461,056	\$759,560
Expenses	\$540,111	\$174,000	\$637,359	\$506,046	\$568,406
Other Income/(Expenses)	\$465	\$0	\$0	\$0	\$0
Net Profit/(Loss)	\$225,688	\$95,470	(\$105,882)	(\$44,990)	\$191,154
Add: Depreciation	\$8,289	\$524	\$36,759	\$0	\$0
Add: Interest	\$9,535	\$0	\$12,070	\$14,914	\$49,440
Cash Available for Debt	\$243,512	\$95,994	(\$57,053)	(\$30,076)	\$240,594
Watertown Savings Bank	\$38,418	\$38,418	\$38,418	\$25,612	\$38,418
NCEDF	\$11,667	\$11,667	\$11,667	\$7,778	\$11,667
Watertown Savings Bank #2	\$18,296	\$18,296	\$18,296	\$12,197	\$18,296
Tourism Fund	\$8,400	\$8,400	\$8,400	\$5,600	\$8,400
Watertown Savings Bank #3	\$5,100	\$5,100	\$5,100	\$3,400	\$5,100
Total Debt	\$81,881	\$81,881	\$81,881	\$54,587	\$81,881
DSC Ratio	2.97	1.17	(.69)	(.55)	2.93

Sales Increase/(Decrease)	----	(64%)	----	---	24%
Gross Profit Ratio	91%	91%	79%	85%	92%
Expenses Ratio	65%	58%	95%	93%	66%
Profit/Loss Ratio	27%	32%	(15)%	(8)%	23%

Watertown Savings Bank-\$38,418 in year one. The amount will decrease annually.

NCEDF-Assumes rate at 3.75% over 15 years; \$17,846 in year one. The amount will decrease annually.

Watertown Savings Bank #2-\$18,296 in year one. Amount to decrease annually.

Tourism Fund-\$8,400 in year one. Amount to decrease annually.

Watertown Savings Bank #3-\$5100

- 2021 financial information provided by Seller as reported on the IRS form 1120-S. 2022 was from the IRS form 1120-S from 8/15/2022-12/31/2022. 2023 information was from the IRS form 1120-S. The 2024 information was internally prepared. The projection was internally prepared by Applicant.
- 2021 was a really good winter as people were looking to get outside after being quarantined during the pandemic.
- Primary expenses in 2021 were salaries and wages, \$244,356, utilities, \$35,276, insurance, \$49,988, taxes, \$40,770, and repairs and maintenance, \$38,289. Compensation of officers was \$42,732 in 2021.

North Country Transformational Community Tourism Fund

- 2023 was their first full year of operations. Primary expenses were in salaries and wages of \$354,634, rent, \$28,000, depreciation, \$36,759, and advertising, \$14,567.
- Through August 2024, sales are on track to exceed 2023. They received \$23,646 from grant funding. Repairs and maintenance are \$59,078. This will likely go down with the current investment from these funds into systems and equipment. Utilities are \$47,970, insurance, \$36,452, and equipment, \$25,609. While not included on the internally prepared financial statement, the payroll and tips through 8/14/2024 were \$225,950. This was added to the expenses.
- The projections assume 54.7% of revenue from daily lift and season passes, 10.9% from food sales, and 10.3% from special events. Other revenue lines are lessons, tubing park, bar, equipment rental, and equipment and clothing sales.
- Cost of sales includes food, liquor and beer purchases as well as bar and kitchen supplies.
- Primary expenses projected for 2025 are for payroll, \$250,920, insurance, \$35,700, repairs and maintenance, \$35,700. Other expenses include income, payroll, and real estate taxes, and debt service.
- Based upon the 2021 and 2022 operations, year-to-date, and the projections, there would be sufficient cash flow to repay debt.

	8/14/2024	At Closing
Current Assets	\$251,708	\$224,108
Fixed Assets (net depreciation)	\$396,470	\$672,470
Other Assets	\$59,584	\$59,584
Total Assets	\$707,762	\$956,162
Current Liabilities	\$2,017	\$18,577
Long Term Liabilities	\$231,113	\$462,953
Total Liabilities	\$233,130	\$481,530
Net Equity	\$474,632	\$474,632
Total Liabilities & Net Equity	\$707,762	\$956,162
Working Capital	\$249,691	\$205,531
Current Ratio	124.79	12.06
Quick Ratio	124.79	12.06
Debt to Equity	.49	1.01

- Current assets primarily cash.
- Current liabilities include accounts payable, however do not include the current portion of existing long-term debt. At closing, this increases by the principal payments due for the new debt.
- Long term liabilities are the balance of the bank and NCEDF debt. At closing, this increases by the new debt.
- Working capital appears to be sufficient and ratios appear good.

North Country Transformational Community Tourism Fund

CREDIT ANALYSIS:

Boo Wells shows total assets of approximately \$4.8 million and liabilities of \$43,000. Primary assets are in stocks and bonds and real estate, \$655,000. Real estate includes a personal residence in Lake Placid and 69 acres of land in Sackets Harbor. Her primary liabilities are vehicle loans. She shows investment income of \$5,000/monthly. Her TransUnion credit score is 699. There is nothing in Public Record. She has 3 derogatory comments. All were for 30-60 days past due and all ranged from 2019-2020. It doesn't appear that there were any losses. She shows outstanding balances of \$34,133.

Patrick Jareo shows total assets of \$1.1 million and liabilities of \$89,500. Primary assets are in IRA and other retirement accounts, real estate, \$350,000, and other assets, \$385,000. Real estate is personal residence and other assets is his ownership in P&T Supply. His primary liability is his mortgage on his personal residence and a loan for a piece of equipment. He shows a salary of \$115,100. His TransUnion credit score is 666. There is nothing in Public Record. He has 2 derogatory comments. One was for 30 days past due on the equipment loan (08/22, 03/23, and 01/24), and the other was on a revolving account (03/19 and 01/18). He had a bankruptcy in 2001. He shows outstanding balances of \$63,145.

The Logic Score for Dry Hill Management Corporation, DBA Dry Hill Ski Area is a high-risk score of 25, with a high-risk business failure assessment. The average days beyond terms is 81 or less. It has one released (paid) state tax lien for \$358.00 in August of this year. No other derogatory public records, collection accounts, or pending lawsuits exist. Out of the 9 tradelines, only 2 are paid as agreed. Financial Services and Food Distributors are both 100% current, while the other accounts are paid anywhere from 30 to over 90 days late.

COLLATERAL ANALYSIS

- Fourth mortgage behind Watertown Savings Bank loans of \$350,000 and \$138,000 and NCEDF loan on real estate located at 18160 Alpine Ridge Road, Watertown, NY 13601 (tax parcels 91.00-1-25.1 and 91.00-1-24.17).
- Fourth lien co-proportional with the existing NCEDF loan on all business assets of Ski Dry Hill, Inc. behind Watertown Savings Bank loans of \$350,000 and \$138,000 and \$50,000.

	<u>Market Value</u>	<u>Discounted Value</u>
18160 Alpine Ridge Road	\$675,000	
Discounted 70%		\$472,500
Snow Fan Gun (used)	\$36,000	
Discounted 50%		\$18,000
Snowcat (used)	\$65,000	
Discounted 50%		\$32,500
Total Collateral	\$776,000	\$523,000
Watertown Savings Bank (\$350,000 mortgage)	(\$315,000 balance)	(\$315,000)
Watertown Savings Bank #2	(\$138,000)	(\$138,000)
Watertown Savings Bank LOC	(\$50,000)	(\$50,000)
Collateral Available after Bank Debt	\$273,000	\$20,000
NCEDF (\$175,000 mortgage)	(\$151,526 balance)	(\$151,526)
Tourism Fund	(\$110,400)	(\$110,400)
LTV	96%	1310%

North Country Transformational Community Tourism Fund

An appraisal dated 8/16/2022 reflected an "As Is" market value of \$675,000.

CONTINGENCIES:

1. Personal Guarantee of Janet M. Wells and Patrick R. Jareo, and the operating entity if any
2. Watertown Savings Bank financing of up to \$138,000
3. Owner Cash/Equity injection of up to \$26,700
4. Cash collateral of \$100,000 pledged to DANC for Tourism Loan
5. NCEDF subordination of new Watertown Savings Bank debt