



**Board Resolution No. 2025-02-01
February 27, 2025**

APPROVING DISPOSITION OF REAL PROPERTY 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, Public Authorities Law requires that the Disposition of Real Property Policy of the Development Authority of the North Country be reviewed and approved annually, and

Whereas, the Disposition of Real Property 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 minor updates to the Disposition of Real Property Policy. The most notable changes are 1) the addition of the reference to Public Authorities Law Section 2897 and 2) changes to Section 3(F)(4) pursuant to Public Authorities Law Section 2897

Now, upon recommendation of the Governance Committee, therefore be it

RESOLVED that the Development Authority of the North Country does hereby approve the Disposition of Real Property Policy, attached hereto and incorporated in this Resolution.

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

Voting:

Bibbins – **Present***
Doheny – **Absent**
Hall – **Yes**

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa - **Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

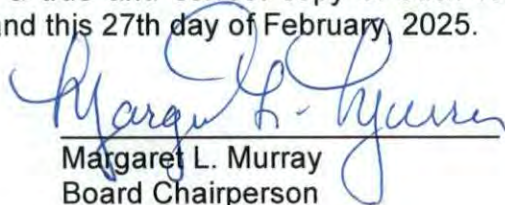
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

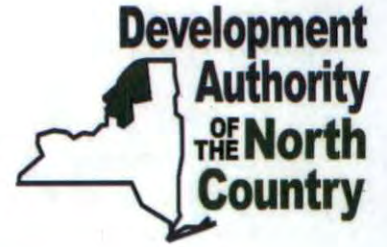
* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-01 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country



Subject: Disposition of Real Property Policy

Adopted: February 27, 2025

Resolution: 2025-02-01

DISPOSITION OF REAL PROPERTY POLICY

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ADOPTED PURSUANT TO SECTIONS 2896 & 2897 OF THE PUBLIC AUTHORITIES LAW

SECTION 1 DEFINITIONS

- A. "Contracting officer" shall mean the officer or employee of the Development Authority of the North Country (hereinafter, the "Authority") who shall be appointed by resolution to be responsible for the disposition of property. The designated Contracting Officer for the Authority is the Chief Financial Officer.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any addition or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

SECTION 2 DUTIES

- A. The Authority shall:
 - 1. maintain adequate inventory controls and accountability systems for all property owned by the Authority and under its control;
 - 2. periodically inventory such property to determine which property shall be disposed of;
 - 3. produce a written report of such in accordance with subsection B herewith; and
 - 4. transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.
- B. The Authority shall:
 - 1. publish, not less frequently than annually, a report listing all real property owned in fee by the Authority. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Authority and the name of the purchaser for all such property sold by the Authority during such period; and
 - 2. such report shall be published on the Public Authorities Reporting Information System (PARIS) within 90 days from the end of the fiscal year.

SECTION 3 TRANSFER OR DISPOSITION OF PROPERTY

- A. Supervision and Direction. Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Authority. The Authority shall have the right to dispose of its property for any valid corporate purpose.
- B. Custody and Control. The custody and control of Authority property, pending its disposition, and the disposal of such property, shall be performed by the Authority or by the Commissioner of General Services when so authorized under this section.
- C. Method of Disposition. Unless otherwise permitted, the Authority shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Authority

and/or Contracting Officer deems proper. The Authority may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, except in compliance with all applicable law, no disposition of real property, any interest in real property, or any other property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction.

Should the Authority deem the property to have no market value, but another government entity would have use for the property, for example teaching purposes, the Authority would declare a surplus and sell the property for \$1.00.

- D. Sales by the Commissioner of General Services (the "Commissioner"). When the Authority shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Authority may enter into an agreement with the Commissioner who may dispose of property of the Authority under terms and conditions agreed to by the Authority and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the Contracting Officer shall be deemed to refer to such Commissioner.
- E. Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Authority, purporting to transfer title or any other interest in property of the Authority in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.
- F. Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.
1. Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Authority shall be made after publicly advertising for bids except as provided in subsection (3) of this Section F.
 2. Whenever public advertising for bids is required under subsection (1) of this Section F:
 - a. the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;
 - b. all bids shall be publicly disclosed at the time and place stated in the advertisement; and
 - c. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Authority, price and other factors considered; provided, that all bids may be rejected at the Authority's discretion.
 3. Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (a1) and (2b) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:

- a. the personal property involved is of a nature and quantity which, if disposed of under subsections (1a) and (2b) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;
 - b. the fair market value of the property does not exceed fifteen thousand dollars;
 - c. bid ~~process prices~~ after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
 - d. the disposal will be to the state or any political subdivision, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
 - e. the disposal is for an amount less than the estimated fair market value of the property, the terms of such disposal are obtained by public auction or negotiation, the disposal of the property is intended to further the public health, safety or welfare or an economic development interest of the Authority, the state or a political subdivision (to include but not limited to, the prevention or remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, or where the Authority's enabling legislation permits or other economic development initiatives), the purpose and the terms of such disposal are documented in writing and approved by resolution of the board of the Authority; or
 - f. such action is otherwise authorized by law.
4. An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
- a. any personal property which has an estimated fair market value in of fifteen thousand dollars;
 - b. any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (c) through (de) of this subparagraph;
 - ~~c. any real property disposed of by lease for a term of five years or less, if the estimated fair annual rent is in excess of one hundred thousand dollars for any of such years;~~
 - ~~d.c. any real property disposed of by lease for a term of more than five years, if the total estimated rent over the term of the lease is in excess of one hundred thousand dollars; or if the estimated annual rent over the term of the lease is in excess of fifteen thousand dollars;~~
 - e.d. any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
5. Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal and a copy thereof shall be preserved in the files of the Authority making such disposal.

SECTION 4 RECORD OF REVISIONS

Revision Date	Resolution #
March 19, 2015	2015-03-31
March 31, 2016	2016-03-38
March 23, 2017	2017-03-28
March 28, 2018	2018-03-34
February 28, 2019	2019-02-03
May 28, 2020	2020-05-51
February 25, 2021	2021-02-34
February 23, 2023	2023-02-01
February 22, 2024	2024-02-01
February 27, 2025	2025-02-01

The Guidelines are subject to modification and amendment at the discretion of the Authority board and shall be filed annually with all local and state agencies as required under all applicable law.



**Board Resolution No. 2025-02-02
February 27, 2025**

APPROVING INVESTMENT 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, Public Authorities Law requires that the Investment Policy of the Development Authority of the North Country be reviewed and approved annually, and

Whereas, the Investment 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 minor updates to the Investment Policy. The most notable change is the addition to Section 9.0(5), documenting when a separate investment broker and custodian are required.

Now, upon recommendation of the Governance Committee, therefore be it

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

Motion by: M. Hall

Seconded by: D. Mastascusa

Voting:

Bibbins – **Present***
Doheny – **Absent**
Hall – **Yes**

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

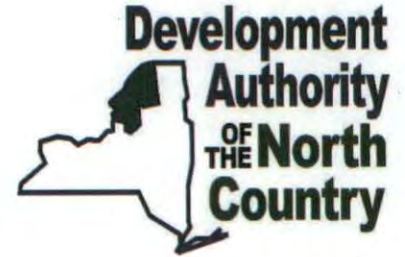
* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-02 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.

Margaret L. Murray
Board Chairperson

Development Authority of the North Country



Subject: Investment Policy
Adopted: February 27, 2025
Resolution: 2025-02-02

INVESTMENT POLICY

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GUIDELINES FOR INVESTMENTS
BY THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

SECTION 1.0 TITLE

The policy shall be known as the "Investment Policy by the Development Authority of the North Country", " or the "Investment Policy".

SECTION 2.0 PURPOSE

The purpose of the Investment Policy is to establish comprehensive guidelines which detail the operative policy and instructions to officers and staff of the Development Authority of the North Country regarding the investing, monitoring and reporting of Funds. Its purpose is to comply with Title VII of the New York Public Authorities Law, and to create a reasonable rate of return to the Development Authority in accordance with sound investment practices.

SECTION 3.0 DEFINITIONS

1. "Funds" means all monies and other financial resources available for investment by the Development Authority of the North Country on its own behalf or on the behalf of any other entity or individual. Funds shall not include pension funds, which are separately administered pursuant to State and Federal law.
2. "Board" means the Board of Directors of the Development Authority of the North Country.
3. "State" means the State of New York.

SECTION 4.0 PERMITTED INVESTMENTS

The following is a list of the permitted investments that may be made by the Development Authority of the North Country with the Funds, all of which investments must be made in a manner and upon such terms as are consistent with the appropriate provisions of law relating to the Development Authority of the North Country, Board policy directives, and the limitations contained in contracts with bond or note holders:

1. Obligations of the United States of America or the State;
2. Obligations, the principal and interest of which are guaranteed, or insured by the United States of America or the State;
3. Government Agency Bonds;
4. Bankers' acceptances of, or certificates of deposit or other interest bearing depository accounts issued by, or time deposits with, any bank or trust company or national banking association secured by obligations of the United States or the State, of a market value equal at all times to or greater than the amount of the investment;
5. Repurchase agreements with any bank or trust company, national banking association or government bond broker dealer reporting to, trading with, and recognized as a primary government securities dealer by the Federal Reserve Bank of New York (listed on the then-current "List of the Government

Securities Dealers Reporting to the Market Reports Division of the Federal Reserve of Bank of New York"), which agreement is secured by obligations of the United States or the State of a market value equal at all times to the amount of the investment.

6. General obligation bonds or notes of a municipality issued pursuant to the New York State Local Finance Law. Investments will be limited to municipalities located within the Development Authority's service area as defined by statute and are participants in the Solid Waste Management Participation Agreement dated August 26, 1993 and as amended.

SECTION 5.0 SECURITY OF INVESTMENTS

The following procedures shall be followed in order to fully secure the Development Authority of the North Country's financial interest in investment:

1. Investments shall be guaranteed or insured by the United States of America or the State, or be secured with the securities of the same.
2. Investments may also be made with such security as may be permitted to be made by agencies and public benefit corporations of the State from time to time.
3. An investment of Funds may be less than fully secured in the event that any one of the following occurs:
 - a. in the opinion of the Board, the yield on the investment outweighs the risk of loss;
 - b. it involves an investment of less than \$25,000;
 - c. it is an investment with a duration of less than one (1) week
 - d. it involves the purchase of general obligation bonds or notes of a municipality issued pursuant to the New York State Local Finance Law approved by the Board.

SECTION 6.0 WRITTEN CONTRACTS AND PROCEDURES

The Development Authority of the North Country shall enter into written contracts pursuant to which investments are made, except if the Executive Director or Chief Financial Officer, shall determine that:

1. a written contract is not practical; or
2. there is no regular business practice of executing written contracts with respect to a particular investment or transaction.
3. In situations where there is no written contract for a particular investment, the Development Authority of the North Country shall follow such procedures as are appropriate to protect its financial interest.
4. Such written contracts or procedures shall include provisions so that:
 - a. The Development Authority of the North Country's financial interest in an investment or transaction is secured in an appropriate manner;
 - b. The use, type and amount of collateral or insurance is established;

- c. There is an established method for valuation of collateral and procedures for monitoring such valuation on a regular basis;
- d. There is an established mechanism for the monitoring, control, deposit and retention of investments and collateral including, in the case of a repurchase agreement, that obligations purchased be physically delivered for retention to the Development Authority of the North Country or its agent (which shall not be an agent of the party with whom the Development Authority of the North Country enters the repurchase agreement), unless such obligations are issued in book-entry form, in which case the Development Authority of the North Country shall take such other action as may be necessary to obtain title to, or a perfected security interest in, such obligations. "Open" or continuing agreements shall not be made.

SECTION 7.0 COLLATERAL, INSURANCE AND VALUATION OF COLLATERAL

1. The use, type and amount of collateral or insurance for each investment shall equal or exceed the amount of such Investment, except upon resolution by the Board.
2. Collateral held by the Development Authority of the North Country or its agent shall be valued either at its current value on regularly traded money market or stock market exchange and shall be one year or less in maturity. The valuation of such collateral shall be monitored on a regular basis, as determined by the Executive Director or Chief Financial Officer of the Development Authority of the North Country.
3. All investments and collateral shall be controlled and managed by the Executive Director, Chief Financial Officer or Comptroller of the Development Authority of the North Country and shall, if practicable, be deposited and secured in fire-proof or other safe locations.
4. Except where such an arrangement is impractical or not done in the ordinary course of business for investment transactions of that kind, payment of Funds should only be made against the delivery of collateral or other acceptable form of security, the delivery of government obligations when such obligations are purchased outright, or the delivery of the underlying securities when a repurchase agreement is involved. Custodians should be required to report periodically as appropriate on transactions involving the Development Authority of the North Country, and must have the written consent of the Development Authority of the North Country to transfer collateral. Telephonic communications should be confirmed in writing within a commercially acceptable period of time.
5. On a monthly basis, staff designated by the Executive Director or Chief Financial Officer shall verify the status of investments (and collateral if necessary) to determine that the financial interests of the Development Authority of the North Country are adequately protected.
6. Where appropriate, specific guidelines regarding margin maintenance should be established, taking into consideration (1) the size and terms of the transaction, (2) the type of underlying security, (3) the maturity of the underlying collateral, (4) the capitalization, financial status and type of purchaser and/or seller and (5) the method by which additional margin will be maintained.

SECTION 8.0 STANDARDS FOR DIVERSIFICATION OF INVESTMENTS

1. Investments of the Development Authority of the North Country shall be reasonably diversified, as shall the investment firms or banks with which the Development Authority of the North Country transacts investment business. This Section 8 shall not be construed so as to mandate absolute diversification in the event that the Board, Executive Director or Chief Financial Officer of the

Development Authority of the North Country considers, in a certain instance, that diversification is not in the best interests of the Development Authority of the North Country.

2. In making permitted investments, selection of investment shall be competitively based except in the case of the purchase of general obligation bonds or notes issued by a municipality that are approved by the Board. A complete and continuous record of all bids or quotes, both solicited and unsolicited, shall be maintained. Not less than three (3), if possible, investment options with similar risk and term should be considered, and the investment should be made in the one offering the highest yield.
3. The process of initiating, reviewing and approving requests to buy and sell investments shall be documented by the Executive Director, Chief Financial Officer or Comptroller of the Development Authority of the North Country. Telephonic communications must be confirmed in writing within a commercially acceptable period of time.

SECTION 9.0 STANDARDS FOR THE QUALIFICATION OF INVESTMENT BANKERS, BROKERS, AGENTS, DEALERS AND OTHER INVESTMENT ADVISORS AND AGENTS TRANSACTING BUSINESS WITH THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY; CONFLICTS OF INTEREST

1. The Development Authority of the North Country shall transact business only with qualified, certified or licensed investment bankers, brokers, agents, dealers and other investment advisors and agents. The Development Authority of the North Country shall consider the quality, reliability, experience, capitalization, size and any other appropriate factors that, in the judgment of the Development Authority of the North Country, make an individual or firm qualified to transact business with the Development Authority of the North Country on investment matters.
2. Specifically, but without limitation, the following shall be considered qualified:
 - a. As investment bankers, brokers, agents and dealers: any bank or trust company organized under the laws of the State or the United States of America, or any government bond broker dealer reporting to, trading with, and recognized as a primary government securities dealer by the Federal Reserve Bank of New York (listed on the then current "List of the Government Securities Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York").
 - b. As investment advisors: any bank or trust company organized under the laws of the State or the United States of America, and any person, firm or corporation that is: (a) Registered with the Securities and Exchange Commission under the Investment Advisor Act of 1940, (b) Registered with the Secretary of State as an Investment Advisor, and (c) A member in good standing of the Investment Counsel Association of America.
 - c. As Custodian: any bank or trust company organized under the laws of the State or the United States of America.
3. An approved list of dealers may be established by the Board.
4. Investment business may not be transacted with any institution or dealers of which a Board member, a senior Development Authority of the North Country officer, or any other officer or employee of the Development Authority of the North Country authorized to participate in the selection of such institutions or dealers is an officer, director, stockholders, member or partner, if such transaction would violate the prohibitions of Section 73 of the New York Public Officers Law or other applicable provisions of law.

4.5. Under Title 2 NYCRR Part 201.3, Public Authorities shall separate the investment broker and custodian in only one instance; where the investment is a repurchase agreement.

SECTION 10.0 OPERATIONS AND MANAGEMENT

1. Within the Development Authority of the North Country, the Executive Director approves, in writing, all investment transactions. Purchases of general obligation bonds or notes of a municipality issued pursuant to the New York State Finance Law must be approved in advance by the Board. The Chief Financial Officer or Comptroller executes the approved transactions. The Accountant I tracks, reconciles and records entries to the General Ledger on a monthly basis and reconciles the bank statements on a monthly basis. The Comptroller and/or Deputy Comptroller reviews in detail, the deposits and withdrawals of each of the reconciled bank statements and supporting documentation, on a monthly basis, and approves. Custodial-Internal investment functions shall be separately maintained. The Executive Director, Chief Financial Officer, and Comptroller are the management staff that has board authorization as bank signatories. The Chief Financial Officer and Comptroller do not have the board authorization to solely make investments.
2. All investment transactions, including (1) the disbursement of Funds for investment, (2) the delivery of securities, and (3) the corresponding receipt of securities or Funds, shall be approved in writing, by the Executive Director, and the actual, approved transfer, completed by the Chief Financial Officer or Comptroller.
3. The Investment Policy hereby prohibits any and all Third Party transactions from any of the Development Authority investment accounts. Inter-company transfers and bond indenture requirements will be permitted.
4. Testing of the investment practices and controls (including proper execution and completion of required documentation) shall be periodically done by the Comptroller, or designee and independent auditors.
5. Collateral should be verified monthly by the Chief Financial Officer or Comptroller, designated for such purpose by the Executive Director.
6. The Investment Policy or policies of the Development Authority of the North Country should be subject to continual review and revised as necessary to reflect changes in market conditions.
7. Review of compliance with Investment Policy and related procedures should be part of the annual certification by independent auditors. This should include confirmation letters from each bank verifying the obligations securing the Development Authority of the North Country deposits.
8. The Investment Manager is required to provide the Finance & Budget Committee with the actual costs associated with managing the Development Authority of the North Country accounts upon request and no more frequently than annually.
9. The Investment Manager is required to disclose the turnover on the Development Authority of the North Country accounts on an annual basis.
10. The Investment Manager is required to provide the Chief Financial Officer with Benchmarks and Index comparisons on a quarterly basis. The Chief Financial Officer shall report such index comparisons to the Board of Directors yearly.
11. The Management Staff is required to complete an annual comparison of costs.

12. The Management Staff is required to review turnover to determine if there is excessive buying and selling which would increase costs.
13. An examination of the market is required every five years to determine if the costs associated with managing the Development Authority of the North Country's accounts is in line.

SECTION 11.0 ANNUAL AUDIT OF INVESTMENTS

The Development Authority of the North Country shall annually engage a firm qualified to conduct an independent audit of all investments. The results of the audit shall be made available to the Board within 90 days of the end of the fiscal year. The Development Authority's financial statements should contain note disclosures on deposits with financial institutions and investments, as required by Government Accounting Standards Board Statement No. 3, effective for financial statements for periods ending after December 15, 1986.

SECTION 12.0 INVESTMENT MANAGER REPORTS

Quarterly reports or reports covering such other period as may be approved by the Board shall be prepared by the Investment Manager and filed by the Executive Director or Chief Financial Officer with the Authority Treasurer and Finance Committee regarding:

1. The maximization/performance of investments
2. The inventory of existing investments (available upon request)
3. The selection of investment bankers, brokers, agents, dealers or auditors, if —appropriate, since the last report.

On an annual basis, a formal presentation will be made to the Board by the Investment Manager as to the current Investment status.

SECTION 13.0 PUBLIC AUTHORITY REPORTING INFORMATION SYSTEM REPORTING

The Development Authority of the North Country shall prepare and submit an annual investment report as required under Public Authority law; which will include:

1. These Investment Guidelines as then currently amended.
2. A description of any amendments to these Investment Guidelines since the last annual investment report.
3. An explanation of these Investment Guidelines as amended.
4. The results of the annual independent audit.
5. The investment income of the Development Authority of the North Country for the previous year.
6. A list of the total fees, commissions or other charges paid to each investment banker, broker, agent, dealer and advisor that or who rendered investment associated services to the Development Authority of the North Country since the last annual investment report. The annual investment report may be a

part of any other annual report that the Development Authority of the North Country is required to make.

Such report shall be submitted electronically in the Public Authority Information System within 90 days from the end of the Authority's Fiscal Year.

SECTION 14.0 THIRD PARTY RIGHTS; VALIDITY OF CONTRACTS; ETC.

1. The Investment Policy is intended for the guidance of the Board, officers and employees of the Development Authority of the North Country only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of any requirement or provision hereof.
2. Nothing contained in the Investment Policy shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of these Guidelines.
3. Where applicable Federal, State or local laws or regulations contain requirements that are in conflict with, or that impose greater obligations upon the Development Authority of the North Country than the Investment Policy, then such laws or regulations shall take precedence over those contained herein.

SECTION 15.0 EFFECTIVE DATE; ANNUAL REVIEW

The Investment Policy shall be effective as of the 1st day of January, 1986, may be amended from time to time, and shall be reviewed and approved on an annual basis by the Board.

SECTION 16.0 RECORD OF REVISIONS

Revision Date	Resolution #
March 19, 2015	2015-03-30
March 31, 2016	2016-03-37
March 23, 2017	2017-03-24
March 28, 2018	2018-03-31
February 28, 2019	2019-02-01
May 28, 2020	2020-05-49
February 25, 2021	2021-02-35
February 23, 2023	2023-02-02
February 22, 2024	2024-02-02
February 27, 2025	2025-02-02



Board Resolution No. 2025-02-03
February 27, 2025

APPROVING PROCUREMENT 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, Public Authorities Law requires that the Procurement Policy of the Development Authority of the North Country be reviewed and approved annually, and

Whereas, the Procurement 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 minor updates to the Procurement Policy. The most notable changes are 1) requiring the submission of vendor responsibility questionnaires and 2) adding a new requirement for contractors and subcontractors who are subject to payment of prevailing wages to submit NYSDOL certificates of registration pursuant to Article 8 of the State Labor Law.

Now, upon recommendation of the Governance Committee, therefore be it

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

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

Voting:

Bibbins – **Present***
Doheny – **Absent**
Hall – **Yes**

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa - **Yes**

Murray – **Yes**
Virkler – **Yes**

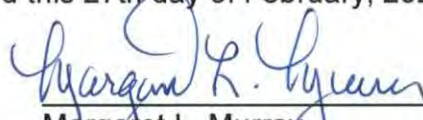
Non-Voting:

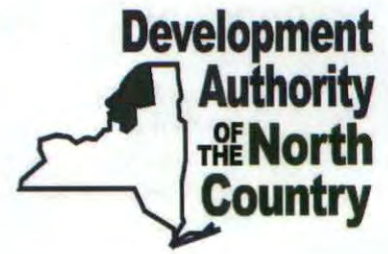
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2025-02-03 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson



Subject: Procurement Policy
Adopted: February 22, 2024
Resolution: 2025-02-03

PROCUREMENT POLICY

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SECTION 1.0 PURPOSE

It is the policy of the Development Authority of the North Country ("the Authority") to procure goods and services in a manner which assures: (i) compliance with all applicable provisions of law governing procurements by the Authority; (ii) the acquisition of quality goods and services which meet the Authority's needs; (iii) fairness and open competition; (iv) the wise and prudent use of the resources of the Authority; (v) opportunities for certified Minority and Women-Owned Business Enterprises in accordance with law; and (vi) the avoidance of favoritism, extravagance, fraud and corruption.

The Authority shall maintain written procedures consistent with this Policy concerning the solicitation, evaluation and selection of Contractors. These procedures shall among other things, provide for the utilization of certified Minority and Women-Owned Business Enterprises, Service-Disabled Veteran Owned Businesses, New York State Business Enterprises, New York State Residents and Small Businesses. Such procedures shall be developed by the Administrative Division and recommended to the Executive Director for approval.

This Policy is adopted in accordance with the Act (as defined below); applicable provisions of Public Authorities Law; and applicable Federal and State laws.

SECTION 2.0 DEFINITION OF TERMS

The following terms shall, for purposes of this Policy, have the following meanings unless the context shall clearly indicate otherwise:

1. "Act" shall mean the Development Authority of the North Country Act found at Title 29, Article 8 of the New York State Public Authorities Law.
2. "Authority" shall mean the Development Authority of the North Country.
3. "Competitive Basis" shall mean the utilization of any of the competitive procurement methods enumerated in Section 3.1 of this Policy.
4. "Contract for Professional Services" shall mean any written agreement for services involving the exercise of discretion, knowledge or expertise that are performed for fee, commission or other compensation by persons or organizations, not providing such services in their capacities as an Officer or employee of the Authority. Professional Services include, but are not limited to, legal, accounting, management consulting, investment banking, financial services, insurance, planning, training, statistical research, public relations, architectural, engineering, surveying or any other services of a consulting, technical or professional nature.
5. "Contractor" shall mean any contractor, consultant or vendor who enters into a Procurement Contract to provide goods, materials, equipment or services to the Authority.
6. "Exempt Contracts" shall mean any written agreement for goods or services for which a procurement process is impractical and may be awarded on other than a competitive basis. Such exempt contracts may include services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.
7. "Minority-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended.
8. "New York State Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of

exchange, goods which are substantially manufactured, produced or assembled in New York State, or services which are substantially performed within New York State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business in New York State.

9. "New York Resident" shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located elsewhere, always intends to return.
10. "Officer" shall mean any person so defined in the By-Laws of the Authority.
11. "Procurement Contract" shall mean any written agreement to which the Authority is a party for the acquisition of goods or services of any kind, including construction and public works.
12. "Procurement Policy" shall mean the Procurement Policy of the Authority that is developed and authorized by the Board of Directors of the Authority.
13. "Service-Disabled Veteran-Owned Business" shall have the same meaning ascribed thereto by Article 3 of the Veterans' Services Law, as same may be amended.
14. "Small Business" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended, and shall include a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Minority and Women's Business Development, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto.
15. "Women-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law as same may be amended.

SECTION 3.0 COMPETITIVE PROCUREMENT METHODS

- 3.1 All procurements of goods and services shall be made by the Authority on a Competitive Basis except as otherwise provided in this Policy. The competitive methods used to make procurements shall include:
- A. **Centralized Contracts.** Services, goods or materials may be obtained through contracts or other arrangements of the New York State Office of General Services or the United States General Services Administration or contracts or other arrangements of local government provided that the procurement complies with applicable procurement laws, regulations and guidelines for the use of such contracts.
 - B. **Comparative Pricing.** Solicitation and compilation of qualified potential contractor quotes and comparative analysis of the cost of each good, material or service required.
 - C. **Sealed Competitive Bid.** Solicitation of sealed price bids by invitation and advertising for specified services (other than Professional Services), goods, materials, to be awarded to the lowest responsible bidder after the submission of a responsive bid.
 - D. **Requests for Proposals.** Solicitation of specific proposals for services and materials to determine the proposer's understanding of identified financial, organizational, logistical and technical requirements. Request for Proposals may also be used when there are problems

detailing elements of performance including techniques and procedures as well as prices. Award of a Procurement Contract using this method is made on the basis of a formal evaluation of the qualifications of the proposers and the characteristics, quality and cost of such proposals.

E. Other Competitive Method. Any other competitive method of procurement that is consistent with the purposes of this Policy.

- 3.2** For every contract awarded pursuant to sealed competitive bids, the Authority shall maintain procedures designed to ensure that the contract is awarded to the lowest responsible bidder submitting a bid that meets the specifications. In determining responsibility, staff shall consider factors such as financial responsibility, reliability, skill, past performance by the contractor on Authority projects, judgment and integrity. The written procedures shall further require, among other things, that: (i) to the extent required by law, there be separate specifications for major categories for work; (ii) all advertisements for sealed bids be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; and (iii) the rationale for awarding the contract to other than the apparent low bidder be documented and retained in the procurement file.
- 3.3** For every contract awarded pursuant to a request for proposal process, the Authority shall maintain procedures governing the solicitation, evaluation and selection of consultants and contractors designed to ensure that the contract is awarded to a responsible contractor evidencing proven experience with projects of the scope, magnitude and complexity of the type that are the subject of the contract and that the contractor has the ability to perform all work required in a professional and timely manner. The written procedures shall require, among other things, that: (i) there be a written request for proposals setting forth the criteria and standards upon which the award is to be based; (ii) the notice of request for proposals be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; (iii) the rationale for awarding the contract be documented and retained in the procurement file; and (iv) any competitive negotiations with a proposer be in the best interests of the procurement and documented in the procurement file.
- 3.4** The Authority shall, in addition to the procedures required above, maintain written procedures for any other method of competitive procurement to be used by the Authority. These procedures shall, among other things: (i) identify the category of procurement to which the procedure relates; (ii) ensure reasonable competition given the cost and type of procurement; and (iii) require written documentation of the rationale for awarding the procurement.
- 3.5** The Authority shall implement and maintain a procedure for reviewing inquiries from unsuccessful bidders and proposers. Such process shall ensure that unsuccessful bidders and proposers are treated in a fair and equitable manner.

SECTION 4.0 NON-COMPETITIVE PROCUREMENT METHODS

- 4.1** The Authority, subject to the provisions of Section 4.2 of this Policy, shall not be required to use a competitive method of procurement in the following instances:
- A. Emergency Purchase.** In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting property or other interests of the Authority, or the life, health or safety of persons require immediate action, the Executive Director or his or her designee may authorize the procurement on other than a competitive basis. For each such procurement, there shall be a written record setting forth the basis for concluding that there was an emergency and the methods used to identify the selected contractor.

- B. Discretionary Purchases - SB/MWBE/SDVOB. In accordance with New York State Procurement Guidelines, the Executive Director, or designee, of the Authority may authorize the purchase of commodities or services from Small Business concerns, certified Minority or Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, or commodities or technology that are recycled or remanufactured, in an amount not exceeding the threshold established per State Finance Law §163-6 without a formal competitive process.
 - C. Discretionary Purchases – Small Purchases. The Authority may purchase commodities or services costing less than fifteen thousand dollars (\$15,000), in the aggregate during the fiscal year, without requiring competitive quotations.
 - D. Preferred Sources. Goods or materials may be obtained from any provider which has been afforded Preferred Source status in accordance with Section 162 of the State Finance Law, such as the New York State Department of Correctional Services Division of Industries-Corcraft, Industries of the Blind of New York State, New York State Industries for the Disabled and New York State Office of Mental Health, which, by law, are exempt from competitive bidding or similar requirements.
 - E. Single Source: A procurement in which, even though two or more firms can supply the required commodities or services, the Executive Director, or designee, upon written findings setting forth the material and substantial reasons therefore, may award the contract to one offerer over the other. For each such procurement, there shall be documented in the procurement record the circumstances leading to the selection of the vendor, including the alternatives considered, the rationale for selecting the specific vendor, and the basis upon which it determined the cost was reasonable (State Finance Law § 163(h)).
 - F. Sole Source. A procurement in which only one offerer is capable of supplying the required commodities or services (State Finance Law § 163 (g)). The Executive Director, or designee, may authorize the award of a contract for that commodity or service on other than a competitive basis. A written record shall be made of the facts supporting such a sole source determination.
 - G. Exempt Contracts. Other types of goods or services for which a competitive procurement process is impractical may be solicited on other than a competitive basis. Such exempt contracts may include; services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.
- 4.2 All procurements made pursuant to this Section shall be done in accordance with law and in furtherance of the purposes enumerated in Section 1.0 of this Policy. In addition, even if procurements need not be made on a competitive basis under this Policy, the Authority will seek competition to the maximum extent practicable under the circumstances.

SECTION 5.0 MONETARY THRESHOLDS FOR PROCUREMENT METHODS

The table below represents the minimum procurement methods that must be utilized with the associated monetary thresholds for purchases, unless using a non-competitive procurement method per Section 4.1

Estimated Amount of Purchase	Procurement Method
Discretionary Purchases – Small Purchase: aggregate purchase < \$15,000	Non – Competitive Procurement
Medium Purchase: aggregate purchase: ≥\$15,000 and <\$50,000	Written Quote(s)
Large Purchase: aggregate ≥ \$50,000.00	Formal Bid, Request for Proposals, Centralized Contract, Preferred Source

SECTION 6.0 PUBLICATION REQUIREMENTS FOR PROCUREMENT METHODS

6.1 The following publication requirements shall apply to solicitations for Procurement Contracts:

- A. **Methods of obtaining Bids and Proposals.** The solicitation of bids, proposals or submissions of qualification data or offers for Procurement Contracts shall be made by the Authority in a manner determined by the Authority to be the most cost effective or providing reasonable competition. For Procurement Contracts that must be awarded on a Competitive Basis, the requirements may include advertisement in appropriate newspapers or trade journals and may also include direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with this Policy, including the Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Business Enterprise provisions herein.
- B. **Contracts \$50,000 or More.** In the case of Procurement Contracts in the actual or estimated amount of fifty thousand dollars (\$50,000) or more, the Authority will place a notice of all such opportunities in the New York State Contract Reporter and shall post the full bid/proposal documents on the Authority's website for downloading.

The link to the NYS Contract Reporter is: <https://www.nyscr.ny.gov>
 The link to the Authority's bid listings is: <https://www.danc.org/bids>

- C. **Exemptions from Publication Requirement** - The requirements above, relative to publications in the Contract Reporter, shall not apply to Procurement Contracts awarded pursuant to; 1) Centralized Contracts, 2) Emergency Contracts, 3) Exempt Contracts, 4) Preferred Sources, 5) Single Source, or 6) Sole Source.

SECTION 7.0 REQUIREMENTS REGARDING THE SELECTION OF PROCUREMENT CONTRACTORS

7.1 **Contracts for Professional Services.** The Authority shall award Contracts for Professional Services on a Competitive Basis unless the Procurement Contract is an Exempt Contract or is awarded using any of the non-competitive Source Selection Methods. Before entering into a Procurement Contract for Professional Services, the Authority should consider whether the contemplated services are best provided by Authority staff or external consultants. Capacity, expertise and cost shall be considered in making the determination. In addition, the Authority shall assure that the award of such contract is made to a Procurement Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. The Authority shall also consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. As part of the competitive process, the Authority shall:

- A. Solicit proposals from several firms known to be qualified in the area of the service to be provided;
- B. Evaluate those proposals received on the basis of the proposers' qualifications and other appropriate factors recited in the Request for Proposals. Contract price and fee may be the subject of Competitive Negotiation;
- C. Document the deliberative processes by which Contractors providing Professional Services are selected;
- D. Maintain written procedures to be used in connection with Requests for Proposals and Competitive Negotiations that are consistent with this Policy and that contain provisions relating to the solicitation, evaluation and selection of service contractors to which Procurement Contracts for Professional Services are to be awarded.
- E. Document the deliberative process in which the Procurement Contractor was determined to be Responsive and Responsible. ~~Request e~~ Contractors are required to submit completed New York State Vendor Responsibility Questionnaires.

7.2 Contracts for Construction. The award of construction contracts by the Authority will require contracts to be awarded pursuant to Competitive Bids. The award of separate contracts for the major categories of work, i.e., general contracting; plumbing; electrical, and heating, ventilating, and air conditioning, may be required. The Authority shall select its construction contractors competitively unless the Procurement Contract is an Exempt Contract or is made using any of the following Source Selection Methods: Emergency Contract or Sole Source. ~~In addition, a~~ All Public Works Contracts will require compliance by contractors and subcontractors with the provisions of the Labor Law requiring the payment of prevailing wage rates. In addition, contractors and subcontractors shall provide updated NYSDOL certificates of registration pursuant to Article 8 of the State Labor Law, Section 220-i, as same may be amended.

Any method of procurement employed for any construction contract shall assure that the work is done by qualified and experienced Contractors at the lowest price to the Authority. If a contract is awarded on a Competitive Basis, the Authority shall assure that the award of such contract is made to a Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. In addition, the Authority shall consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity.

The Authority shall document the deliberative process in which the Contractor was determined to be responsive and responsible, and shall ~~request~~ require contractors to submit completed New York State Vendor Responsibility Questionnaires.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of Contractors to which Procurement Contracts for construction services are to be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

7.3 Procurement Contracts for Goods and Materials. The Authority shall award Procurement Contracts for goods, materials, fixtures, furnishings, equipment and service contracts such as maintenance services and waste disposal (other than for Professional Services and construction) on a Competitive Basis (including Competitive Bids) unless the Procurement Contract is an Exempt Contract or is made using one of the following Source Selection Methods: Centralized

Contracts, Emergency Contracts, Preferred Source, Discretionary Purchases, Single Source or Sole Source.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of vendors and suppliers to which Procurement Contracts for goods and materials shall be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

7.4 Standardization. Where the Authority has determined that it is in its best interests to standardize on a particular make, manufacturer, model or licensed product for the efficient operation of its business, the Board may resolve to standardize on the specified make, manufacturer, model or licensed product for purchase. In that event any competitive procurement will identify in the bid or proposal's specifications the standardized items that must be provided by the vendor, or source.

7.5 Bidder Debriefing. In the event that an unsuccessful bidder or proposer requests the Authority to review the award of a Contract, the Authority shall afford the unsuccessful bidder or proposer the opportunity to review its bid or proposal with the Authority and provide the unsuccessful bidder or proposer with the basis for decision and award of the Procurement Contract. In the process of reviewing the bid or proposal of an unsuccessful bidder or proposer the Authority shall treat each bidder or proposer in a fair and equitable manner.

7.6 Promotion of Minority and Women-Owned Business Enterprises. It is the goal of the Authority to (a) promote and assist participation by Certified Minority and Women-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Minority and Women-Owned Business Enterprises. It is also the Authority's goal to award contracts to those contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment. The Authority recognizes that this goal may be achieved by awarding Procurement Contracts to those firms who have demonstrated that they do not discriminate in employment. Furthermore, if a Contractor utilizes a subcontractor(s) in the performance of any Procurement Contract, said Procurement Contract, where required pursuant to Article 15-A of the Executive Law, shall require the Contractor to act affirmatively to secure participation by Certified Minority and Women-Owned Business Enterprises in such subcontract and to report the nature and extent of such efforts to the Authority. All Procurement Contracts, where required, shall be in compliance with Article 15-A of the Executive Law, as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Minority and Women-Owned Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation of Minority and Women-Owned Business Enterprises in Procurement Contracts and for the utilization of Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 15-A of the Executive Law, as same may be amended.
2. Solicit offers from Minority and Women-Owned Business Enterprises known to have experience in the area of the goods or service to be provided on Procurement Contracts in accordance with Article 15-A of the Executive Law, as same may be amended.
3. Provide notice of any procurement to appropriate professional organizations that serve Minority and Women-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.

4. Consult any list maintained by any State agency or department known to the Authority, including the Department of Economic Development, which identifies Minority and Women-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Minority and Women-Owned Business Enterprises listed therein to solicit their offers.
5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (i) participation by certified Minority or Women-owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (ii) the utilization of certified Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (iii) the utilization of partnerships, joint ventures or other similar arrangements between certified Minority and Women-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.
6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.1 above and that eliminates barriers to participation by Minority and Women-Owned Business Enterprises on Procurement Contracts.

7.7 Promotion of Service-Disabled Veteran-Owned Business Enterprises. It is the goal of the Authority to (a) promote and assist participation by Certified Service-Disabled Veteran-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Service-Disabled Veteran-Owned Business Enterprises. All Procurement Contracts, where required, shall be in compliance with Article 3 of the Veterans' Services Law, as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Service-Disabled Veteran-Owned Business Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation with Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 3 of the Veterans' Services Law, as same may be amended.
2. Solicit offers from Service-Disabled Veteran-Owned Business Enterprises known to have experience in the area of goods or service to be provided on Procurement Contracts in accordance with Article 3 of the Veterans' Services Law, as same may be amended.
3. Provide notice of any procurement to appropriate professional organizations that serve Service-Disabled Veteran-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.
4. Consult any list maintained by any State agency or department known to the Authority, including the Office of General Services, which identifies Service-Disabled Veteran-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Service-Disabled Veteran-Owned Business Enterprises listed therein to solicit their offers.

5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (1) participation by Service-Disabled Veteran-Owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (2) the utilization of certified Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (3) the utilization of partnerships, joint ventures or other similar arrangements between certified Service-Disabled Veteran-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.
6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.1i above.

7.8 Promotion of New York State Business Enterprises and New York State Residents. It is the goal of the Authority to promote the participation of New York State Business Enterprises and New York State Residents in Procurement Contracts. Accordingly, the following procedures shall apply:

- A. The Authority shall collect and consult the specifications of New York State Business Enterprises in developing specifications for any Procurement Contract for the purchase of goods where possible, practicable, feasible and consistent with open bidding.
- B. The Authority shall include in all bid documents provided to potential bidders a statement that information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development and it is the policy of New York State to encourage the use of New York State subcontractors and suppliers.

7.9 Approval and Annual Review of Certain Contracts. The Authority may enter into Procurement Contracts for Professional Services for periods of longer than one year in accordance with this Policy provided such contractors are presented to the Board of the Authority for approval and reviewed annually as part of the approval of the Annual Report on Procurement Contracts. Such Procurement Contracts may also be terminated by the Board of the Authority.

7.10 Budget. The Authority Board of Directors shall approve budgets on an annual basis. The Authority shall not enter into a Procurement Contracts where budgeted funds are not available.

7.11 Limitations on Contracts with Former Officers and Employees. The Authority shall not enter into a Procurement Contract with a former Officer or employee of the Authority or any entity in which such Officer or employee has an interest (including a position of employment with such entity) unless there has been compliance with the applicable provisions of the Public Officers Law.

SECTION 8.0 STANDARD PROVISIONS FOR PROCUREMENT CONTRACTS

8.1 Procurement Contracts for Professional Services. Procurement Contracts for Professional Services shall detail the scope of services to be performed and the time frame for performance, the monitoring or reviewing of that performance by Authority personnel and, where appropriate, any permitted use of Authority supplies, facilities or personnel. Such contracts shall also state the compensation for the services, the schedule of payment, the pre-conditions for receiving

payment from the Authority, procedures for termination of the contract and any other provisions deemed necessary or appropriate for each particular Contract.

- 8.2 All Procurement Contracts which require a formal competitive solicitation (Competitive Bid, Request for Proposal) under this Policy shall include the current Authority's "Standard Terms, Conditions and Mandatory Clauses".
- 8.3 **Compliance with State Finance Law §§ 139-j and 139-k (the Procurement Lobbying Law).** In order to comply with the Procurement Lobbying Law, the Authority has established Policy and Procedures pertaining to contacts regarding Procurement Contracts. Consistent with the Procurement Lobbying Law and the Authority's Policies and Procedures, the Authority shall designate one or more persons who may be contacted by Contractors regarding a given procurement and shall require disclosure from Contractors of persons or organizations designated, retained or employed to attempt to influence the procurement process. The Authority shall incorporate a summary of the Policy and Procedures in all solicitation of proposals, bid documents or specifications. Procurement Contracts must contain a certification by the Contractor that all information provided to the Authority with respect to the Procurement Lobbying Law is complete, true and accurate, and a provision authorizing termination of the Procurement Contract where it is found that the Contractor intentionally violated the Procurement Lobbying Law. The Authority shall consider as part of its determination of responsibility of a Contractor whether there has been past or present non-compliance with the Procurement Lobbying Law.
- 8.4 Pursuant to Public Authorities Law (PAL) section 2879-A and Title 2, Chapter V of New York Code of Rules and Regulation (NYCRR) Part 206, the Comptroller of the State of New York, at his or her discretion and upon notification to a public Authority, is authorized to review and approve such Authority's contracts in excess of one million dollars (\$1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York. The Comptroller of the State of New York has provided official notification to the Authority that such statutory authority is being exercised and that all contracts meeting the requirements specified in Public Authorities Law (PAL) section 2879-A and Title 2, Chapter V of New York Code of Rules and Regulation (NYCRR) Part 206 shall be subject to prior approval by the Comptroller of the State of New York.

SECTION 9.0 REPORT ON PROCUREMENT CONTRACTS

- 9.1 Within ninety (90) days after the end of its fiscal year, the Authority shall prepare a report on Procurement Contracts pursuant to Public Authority Law 2879. Such a report may be a part of any other annual report that the Authority is required to make, such as the Public Authorities Reporting Information System (PARIS) report. The Authority Chief Financial Officer and Procurement Coordinator are responsible for completing and submitting the PARIS report to the Office of the State Comptroller and the Authority Budget Office. The report shall include:
- A. A copy of the Procurement Policy of the Development Authority of the North Country,
 - B. An annual report on procurement contracts which is available to the public.
 - C. An annual report explaining this Policy on Procurement Contracts and any amendments hereto.
 - D. Any other reports required by law.
- 9.2 **Availability to Public.** Copies of the annual report on Procurement Contracts shall also be available to the public on the Authority's website or upon reasonable request at the Authority's main office.

9.3 Pursuant to PAL 2879-A and NYCRR 206.3, the Authority is required to submit a report to the Office of the State Comptroller annually within 30 days prior to the end of its fiscal year. The report will include a description of every eligible contract and eligible contract amendment which the Authority reasonably anticipates awarding in the following fiscal year. This requirement relates specifically to Authority contracts in excess of one million dollars (\$1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Amendment of Policy.** Any modification or amendment of this Policy may be made by a Supplemental Resolution adopted at any duly constituted meeting of the Board of the Authority; provided, however, that no such modification or amendment shall abrogate the rights and duties of existing Authority contracts, the terms of which were established pursuant to this Policy.
- 10.2 No Recourse under this Policy.** No provision contained solely in this Policy shall be the basis for any claim against any member, Officer or employee of the Authority or the Authority itself.
- 10.3 Effect of Noncompliance of Policy.** Nothing contained solely in this Policy shall be deemed to alter, invalidate, modify, or impair the terms of any contract or agreement made or entered into in violation of, or not in compliance with, the provisions of this Policy.
- 10.4** In furtherance of this Policy, the Board of the Authority shall annually review this Policy, and may amend same at its pleasure.
- 10.5** The Authority shall utilize Executive Order No. 4, Establishing a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and implement sustainability initiatives.

SECTION 11.0 RECORD OF REVISIONS

Revision Date	Resolution #
March 19, 2015	2015-03-32
March 31, 2016	2016-03-39
March 23, 2017	2017-03-27
March 28, 2018	2018-03-33
February 28, 2019	2019-02-02
May 28, 2020	2020-05-50
February 25, 2021	2021-02-36
February 23, 2023	2023-02-03
February 22, 2024	2024-02-03
February 27, 2025	2025-02-03



Board Resolution No. 2025-02-04
February 27, 2025

**AUTHORIZING EXECUTIVE DIRECTOR
TO IMPLEMENT COMPENSATION PLAN**

Whereas, the Authority's Fiscal Year 2026 Budget, as recommended by the Finance & Budget Committee, includes appropriations for compensation and benefits, and

Whereas, consistent with the provisions of the personnel policies manual adopted by the Board an annual adjustment pool has been established as a percentage of anticipated base salaries for the provision of annual adjustments, reclassifications, promotions, merit for performance, and

Whereas, the aggregate of adjustments will not exceed the pool established by the Board.

Now, upon recommendation of the Governance Committee, therefore be it

RESOLVED, the Development Authority herewith authorizes the Executive Director to approve compensation adjustments, effective for the Fiscal Year 2026, commencing April 1, 2025 within the budgetary authorizations and consistent with Authority personnel policies authorized by the Board.

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

Voting:

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

Non-Voting:

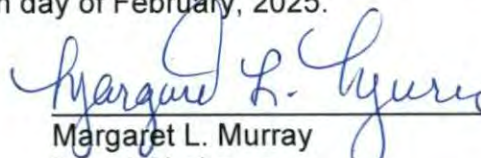
Henry – Present
Hunt – Present
McGrath – Present*

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-04 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-02-05
February 27, 2025

APPROVING FISCAL YEAR 2026 ADMINISTRATIVE BUDGET, CAPITAL PROJECTS, ADMINISTRATIVE ALLOCATIONS AND AUDIT COMMITTEE BUDGET

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the Fiscal Year 2026 Administrative Budget detailed by the attached Appendix A, and

Whereas, upon recommendation by staff, it is determined that certain capital projects are necessary as set forth on the capital projects schedule as Appendix B, and

Whereas, it is necessary for the Development Authority of the North Country to restrict certain funds, as detailed by the attached Appendix C, and to, upon request, receive legislative initiatives to administer, and

Whereas, the Development Authority of the North Country allocates gross administrative charges to operating companies as detailed by the attached Appendix D, and

Whereas, the Audit Committee retains Certified Public Accountants to perform audits of the financial statements and internal controls and requires a budget for such services as follows:

Financial Audit	\$52,900
Miscellaneous Accounting Services	<u>\$ 6,500</u>
	\$59,400

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

1. The Fiscal Year 2026 Administrative Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.
2. The Administrative capital project(s) for the Fiscal Year 2026, as set forth in Appendix B, are hereby approved and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting, therefore, on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2026.

3. The Schedule of Restricted / Board Designated Reserves, as proposed and set forth in Appendix C, is hereby approved and adopted. Further, to enhance the Authority's ability to manage such reserves, the authority to create and manage reserves is hereby delegated to the Executive Director who shall report such actions to the Board of Directors on a timely basis.
4. The Fiscal Year 2026 Administrative Allocations as proposed and set forth in Appendix D are hereby approved and adopted.
5. The Audit Committee Budget, as proposed and set forth, is hereby approved and adopted.
6. The Executive Director is authorized to receive legislative initiatives on behalf of the Authority and to execute grant agreements and related documents with grant recipients as appropriate.

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

Voting:

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

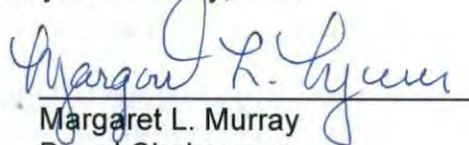
Non-Voting:

Henry – **Present**
 Hunt – **Present**
 McGrath – **Present***

* - indicates attendance via videoconference.
 * - indicates voting member attending using audio only, unable to vote.

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. 2025-02-05 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


 Margaret L. Murray
 Board Chairperson

**Administration
BUDGET FYE 2026
APPENDIX A**

	Account Description	FYE	FYE	Actual	FYE
		3/31/2024	3/31/2025	12/31/2024	3/31/2026
		Actual	Amended Budget		Budget
5402	Employee Uniforms	1,380.98	1,500.00	100.00	1,500.00
5404	Safety Training	13,806.25	11,011.50	5,161.50	13,610.00
5508	Cleaning Services	10,920.00	10,920.00	7,280.00	12,120.00
6102	Board Member Travel & Expenses	135.88	875.00	0.00	500.00
6104	Sponsorships	1,470.00	4,620.00	1,550.00	2,250.00
	Total Office & Admin	104,855.45	169,404.00	197,854.11	160,265.00
	Professional Fees				
5924	Legal	28,746.25	39,000.00	23,238.75	35,600.00
5926	Investment Banking Fees	4,282.18	5,500.00	3,159.64	5,300.00
592...	Accounting Fees	41,627.50	51,800.00	51,800.00	59,400.00
5970	Consulting	12,612.00	22,665.00	14,974.00	11,640.00
	Total Professional Fees	87,267.93	118,965.00	93,172.39	111,940.00
	Automobile				
5601	Auto/Light Truck Rep. & Maint.	1,921.50	957.00	927.90	540.00
5602	Auto/Light Truck Fuel	0.00	189.00	42.08	0.00
	Total Automobile	1,921.50	1,146.00	969.98	540.00
	Computer				
5124	Computer Equipment	31,087.10	33,100.00	10,870.47	40,840.00
5126	Computer Maintenance	0.00	15,000.00	400.00	17,000.00
5127	Software Subscription Expense	(35,105.00)	0.00	0.00	(34,000.00)
5128	Programming & Software	148,855.49	205,804.00	144,006.29	215,750.00
5129	ECMS Expense	37,159.86	45,240.00	45,239.93	53,300.00
6108	Web Page Design & Maintenance	2,000.00	5,372.00	2,060.00	5,460.00
	Total Computer	183,997.45	304,516.00	202,576.69	298,350.00
6114	Insurance	19,569.36	21,600.00	16,200.00	21,900.00
619...	Admin Allocation	(2,254,696.00)	(2,534,259.00)	(1,949,543.97)	(2,505,635.00)
619...	Engineering Allocation	14.77	0.00	0.00	0.00
7032	Depreciation	245,639.09	307,400.00	201,479.49	354,300.00
7003	Amortization, Lease ROU/SUB	147,782.98	120,000.00	0.00	150,000.00
6901	Contingency	0.00	2,825.00	0.00	30,000.00
	Total Expenses	379,297.77	681,641.00	332,949.02	809,885.00
	Change in Net Position	270,174.57	7,154.00	322,814.60	(8,718.00)

**Administration
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(8,718.00)
PLUS DEPRECIATION & AMORTIZATION				354,300.00
- 25... LESS PRINCIPAL PAYMENTS				(50,000.00)
RESERVE/CAPITAL REQUIREMENTS				
- 1440 ADMIN CAPITAL PROJECTS				(289,200.00)
TOTAL RESERVE/CAPITAL REQUIRED				<u>(289,200.00)</u>
CASH FLOW				<u><u>6,382.00</u></u>

**APPENDIX B
ADMINISTRATIVE CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	Fleet Vehicles	Operating Inv.	\$ 289,200	\$ 218,900	\$ 212,600	\$ 551,200	\$ 366,300
	Server Replacement	Operating Inv.	\$ 12,400	\$ -	\$ -	\$ -	\$ -
	Microsoft 365	Operating Inv.	\$ -	\$ 57,000	\$ -	\$ -	\$ -
	GIS ESRI Software and Internet Mapping Application Upgrade	Operating Inv.	\$ -	\$ -	\$ -	\$ -	\$ 70,000
TOTAL ADMINISTRATIVE			\$ 289,200	\$ 288,300	\$ 212,600	\$ 551,200	\$ 436,300

APPENDIX C
Development Authority of the North Country
Restricted/ Board Designated Reserves
Fiscal Year Ending March 31, 2026

The Development Authority of the North Country recognizes the following restricted reserves as detailed below,

Restricted Fund Balance:	Balance 3/31/2024	Estimated Balance 3/31/2025
Community Rental Housing Program	\$ 13,369,120	\$ 13,367,835
Community Development Loan Fund	\$ 10,175,163	\$ 10,266,469
Housing Loan Revolving Fund	\$ 22,661,333	\$ 23,122,505
Army Water & Sewer Repair Reserve	\$ 1,800,000	\$ 1,800,000
Regional Waterline	\$ 377,190	\$ 377,190
Wetlands Mitigation Reserve	\$ 325,943	\$ 329,622
MMF Replacement Reserve*	\$ 4,639,425	\$ 3,740,869
MMF Liner Reserve *	\$ 15,705,313	\$ 17,456,342
MMF Closure/Post Closure Reserve	\$ 26,113,288	\$ 27,799,627
Telecom Repair & Replacement Reserve	\$ 4,506,053	\$ 4,772,889
	\$ 99,672,828	\$ 103,033,348

Further, it is necessary for the Development Authority of the North Country to designate a portion of its fund balance for the purposes detailed below,

Board Designated Reserves:	Balance 3/31/2024	Estimated Balance 3/31/2025
Administrative / Supplemental Insurance	\$ 4,000,000	\$ 4,000,000
Army Waterline Capital Reserve	\$ -	\$ -
Army Sewerline Administrative Support Reserve	\$ 749,985	\$ 749,985
Army Sewerline Infrastructure Development	\$ 223,107	\$ 223,107
Army Sewerline Capital Reserve	\$ 217,337	\$ 200,579
MMF Capital Reserve	\$ 473,994	\$ -
MMF Tip Fee Stabilization Reserve	\$ 3,103,796	\$ 3,208,884
MMF Landfill Gas Reserve	\$ 1,359,889	\$ -
Economic Development Loan Fund	\$ 5,352,962	\$ 5,470,694
Affordable Housing Program	\$ 3,000,000	\$ 3,000,000
	\$ 18,481,070	\$ 16,853,249

* After completion of the MMF reserve projections in December 2024, it was noted that additional funds were needed to properly fund upcoming capital projects. As such, \$4,895,000 will be transferred from the Liner Reserve to the Replacement Reserve in FY26.

APPENDIX D
Administrative Allocations
Budget - FYE March 31, 2026

	Budgeted FYE 3/31/25		Budgeted FYE 3/31/26		Increase or Decrease
Administrative Costs:					
Salaries & Fringes	\$ 2,032,369	\$	2,039,226	\$	6,857
Administrative Overhead	\$ 649,079	\$	642,301	\$	(6,778)
Administrative Capital	\$ 71,900	\$	71,900	\$	-
Total Administrative Costs	\$ 2,753,348	\$	2,753,427	\$	79
Administrative Allocation:					
	Budgeted FYE 3/31/25		Budgeted FYE 3/31/26		Increase or (Decrease)
Army Sewer	\$ 365,269	\$	347,589	\$	(17,680)
Army Water	\$ 230,106	\$	247,988	\$	17,882
Regional Water	\$ 17,445	\$	17,868	\$	423
Water Quality Contracts	\$ 41,821	\$	44,516	\$	2,695
Engineering	\$ 52,672	\$	53,030	\$	358
Materials Mgt	\$ 1,029,777	\$	974,568	\$	(55,209)
Telecommunications	\$ 629,714	\$	631,086	\$	1,372
Regional Development Contracts	\$ 22,945	\$	22,172	\$	(773)
Affordable Housing Program	\$ 59,375	\$	60,299	\$	924
Community Development Loan Fund	\$ 4,385	\$	4,458	\$	73
Authority Economic Development Fund	\$ 58,270	\$	58,535	\$	265
Community Rental Housing Program	\$ 8,910	\$	9,202	\$	292
Next Move New York	\$ 30,659	\$	50,381	\$	19,722
Internal Subsidy	\$ 202,000	\$	231,735	\$	29,735
Total	\$ 2,753,348	\$	2,753,427	\$	79



Board Resolution No. 2025-02-06
February 27, 2025

**APPROVING FISCAL YEAR 2026 ENGINEERING DIVISION
OPERATING BUDGET**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2026 Engineering Budget, said proposed Budget being attached to this resolution as Appendix A, and

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2026 Engineering Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.**

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

Voting:

Bibbins – **Present***
Doheny – **Absent**
Hall – **Yes**

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

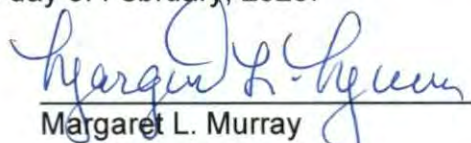
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-06 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**Engineering
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Customer Billings					
4001	Customer Billings	\$547,266.08	\$643,335.00	\$526,372.49	\$650,635.00
	Total Customer Billings	547,266.08	643,335.00	526,372.49	650,635.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Income	547,266.08	643,335.00	526,372.49	650,635.00
Salaries					
	Engineering Wages	271,965.55	312,257.00	256,342.78	284,128.00
	Telecom Wages	0.00	0.00	910.39	0.00
	WQ Wages	1,271.82	12,099.00	8,352.78	0.00
	Total Salaries	273,237.37	324,356.00	265,605.95	284,128.00
Fringe Benefits					
503...	FICA Expense	19,233.57	21,920.00	19,526.86	20,532.00
503...	Pension Expense	50,045.64	37,358.00	28,411.01	29,905.00
503...	VDC Expense	2,031.42	0.00	1,768.54	1,727.00
503...	Health Insurance	37,867.88	37,817.00	34,108.89	42,767.00
503...	Workers Comp	1,182.94	2,024.00	1,627.03	1,142.00
503...	Disability Insurance	1,025.63	1,379.00	1,034.01	998.00
504...	Post Retire Overhead	21,140.49	22,934.00	15,781.74	16,696.00
5054	Employee Physicals & Screening	1,261.32	600.00	217.50	600.00
	Total Fringe Benefits	133,788.89	124,032.00	102,475.58	114,367.00
Operations & Maintenance					
5403	Safety Equipment & Supplies	1,073.41	400.00	366.23	1,000.00
5904	SCADA	10,383.10	21,750.00	8,867.07	23,351.00
8090	Purchases for Resale	40,658.36	91,772.00	37,827.24	150,000.00
	Total O & M	52,114.87	113,922.00	47,060.54	174,351.00
Office & Administrative					
5053	Misc Employee Costs	5.87	0.00	0.00	500.00
5102	Office Rent	1,869.96	1,870.00	1,402.47	1,870.00
5104	Office Supplies	996.37	454.26	0.00	1,000.00
5112	Telephone	279.18	327.00	0.00	396.00
5114	Cellular Services	5,471.80	6,200.00	4,675.80	6,700.00
5120	Dues & Subscriptions	0.00	312.00	0.00	1,000.00
5122	Public Info & Advertising	4,066.90	0.00	0.00	0.00
5130	Office Equipment	211.75	1,140.00	0.00	1,500.00
5202	Employee Mileage Reimbursement	9,458.69	9,000.00	7,645.37	11,500.00
5204	Empl. Meals & Incidental	440.00	1,000.00	554.00	1,000.00
5206	Empl. Lodging	562.55	2,000.00	1,918.53	2,750.00
5270	Travel & Meeting Expense	0.00	1,000.00	570.01	1,000.00
5312	Continuing Education	0.00	3,350.00	3,320.65	13,305.00
5370	Training & Development	3,254.00	6,000.00	2,048.48	6,620.00
5402	Employee Uniforms	533.94	3,433.74	2,745.74	2,200.00
	Total Office & Admin	27,151.01	36,087.00	24,881.05	51,341.00
Professional Fees					
5924	Legal	0.00	0.00	0.00	1,000.00
	Total Professional Fees	0.00	0.00	0.00	1,000.00
Automobile					
5601	Auto/Light Truck Rep. & Maint.	2,046.93	3,340.00	1,817.45	3,400.00
5602	Auto/Light Truck Fuel	4,588.83	4,000.00	3,296.13	4,000.00
5603	Auto/Light Truck Rental/Lease	6,700.00	14,000.00	10,500.03	11,800.00
5605	Vehicle Ins	3,739.82	3,100.00	2,324.97	2,900.00
	Total Automobile	17,075.58	24,440.00	17,938.58	22,100.00
Computer					
5124	Computer Equipment	3,976.25	5,000.00	4,987.91	8,500.00
5128	Programming & Software	2,360.65	3,238.00	2,952.53	2,975.00
5906	GIS	37,825.79	45,440.00	36,994.06	45,440.00

**Engineering
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Total Computer	44,162.69	53,678.00	44,934.50	56,915.00
6114 Insurance	16,369.57	17,700.00	13,275.00	16,300.00
619... Admin Allocation	50,307.28	52,672.00	40,550.55	53,030.00
619... Engineering Allocation	(95,012.18)	(111,819.00)	(76,842.41)	(137,852.00)
6208 NYS Administrative Assessment	3,402.00	3,523.00	0.00	2,638.00
890... Water Quality Allocation	315.20	0.00	2,762.35	0.00
7032 Depreciation	7,647.80	0.00	0.00	0.00
Total Expenses	<u>530,560.08</u>	<u>638,591.00</u>	<u>482,641.69</u>	<u>638,318.00</u>
Change in Net Position	<u>16,706.00</u>	<u>4,744.00</u>	<u>43,730.80</u>	<u>12,317.00</u>



Board Resolution No. 2025-02-07
February 27, 2025

**APPROVING FISCAL YEAR 2026 MATERIALS MANAGEMENT DIVISION
OPERATING BUDGET, CAPITAL PROJECTS,
RESERVE REQUIREMENTS, AND TIPPING FEES**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2026 Materials Management Budget based on anticipated waste volumes, said proposed Budget being attached to this resolution as Appendix A, and

Whereas, upon recommendation by staff and consulting engineers, it is determined that certain capital projects are necessary, as set forth on the capital projects' schedule attached as Appendix B, and

Whereas, it is necessary to establish reserve requirements, tipping fees and related understandings for Fiscal Year 2026 in support of said Budget.

Whereas, upon review of required reserve contributions and projected operating expenditures, it is recommended that effective January 1, 2026, the tipping fee for municipal solid waste, construction and demolition waste, and ash be increased from \$57 per ton to \$61 per ton; for non-beneficial sludge, sewage sludge and industrial waste be increased from \$43 per ton to \$50 per ton; for beneficial sludge and non-hazardous petroleum contaminated soil be increased from \$27 per ton to \$31 per ton; and for asbestos-containing material be increased from \$87 per ton to \$91 per ton.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2026 Materials Management Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. The Materials Management capital projects for the Fiscal Year 2026, as set forth in Appendix B, are hereby approved for immediately expenditure, with the stated cost thereof to be charged against indicated reserves, and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2026.**

3. Based upon receipt at the Facility of anticipated waste volumes, the tipping fee shall be:

- **Municipal solid waste, construction and demolition waste, and ash**
 - April 1, 2025 \$57.00 per ton
 - January 1, 2026 \$61.00 per ton

- **Non-beneficial use sludge, industrial waste and sewage sludge**
 - April 1, 2025 \$43.00 per ton
 - January 1, 2026 \$50.00 per ton

- **Non-hazardous petroleum contaminated soil and beneficial use sludge**
 - April 1, 2025 \$27.00 per ton
 - January 1, 2026 \$31.00 per ton

- **Friable asbestos (one ton minimum)**
 - April 1, 2025 \$200 per ton (no change)

- **Asbestos-containing material or other waste that requires special handling protocol during disposal**
 - April 1, 2025 \$87.00 per ton
 - January 1, 2026 \$91.00 per ton

4. The Community Improvement Program and the Residential Cleanup Program shall be extended for Fiscal Year 2026 at a discount of 25% off the published gate rate.

5. Reserve requirements for such year (included in the tipping fees) shall be, per ton:

Closure	\$ 6.50
Replacement	\$ 7.00
Liner	\$11.00

6. Pursuant to the Host Community Agreement with the Town of Rodman, estimated host community benefit fees of \$940,685 will be paid for the Fiscal Year 2026.

7. To enhance the Authority's ability to respond promptly to changing conditions in the competitive solid waste disposal market, the authority to establish tipping fees, special condition fees, manage reserves, establish host community agreements and negotiate hauler contracts is hereby delegated to the Executive Director who shall report such actions to the Board of Directors in a timely manner.

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

Voting:

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

Non-Voting:

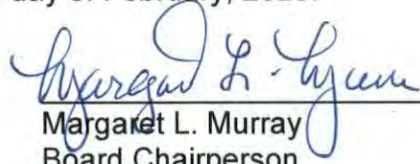
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-07 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.



Margaret L. Murray
Board Chairperson

**Materials Management
BUDGET FYE 2026
APPENDIX A**

	FYE 3/31/2024 Actual	FYE 3/31/2025 Amended Budget	Actual 12/31/2024	FYE 3/31/2026 Budget	
Account Description					
Customer Billings					
4001	Customer Billings	\$6,358,985.84	\$7,149,532.00	\$4,981,530.26	\$6,643,748.00
4006	Replacement Reserve Tip Income	1,283,893.20	1,671,217.00	1,234,324.63	1,556,335.00
4007	Liner Reserve Tip Income	1,711,857.60	2,387,454.00	1,763,320.90	2,445,670.00
4008	Closure Reserve Tip Income	748,937.73	1,074,354.00	793,494.44	1,445,169.00
	Total Customer Billings	10,103,674.37	12,282,557.00	8,772,670.23	12,090,922.00
Grant Revenue					
4183	NY State Grants	0.00	150,351.00	64,194.82	154,776.00
	Total Grant Revenue	0.00	150,351.00	64,194.82	154,776.00
Other Income					
4164	Miscellaneous	6,075.38	10,000.00	7,482.35	3,000.00
4166	LFGTE Revenue	420,296.06	431,629.00	377,860.77	456,870.00
4167	Carbon Credit Revenue	0.00	1,220,420.00	866,067.65	543,650.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Other Income	426,371.44	1,662,049.00	1,251,410.77	1,003,520.00
4201	Gain on Sale of Assets	179,772.03	45,000.00	25,300.00	49,000.00
4200	Gain on Trade-In of Assets	83,000.00	860,000.00	480,250.41	70,000.00
Interest Income					
410...	Trustee Interest	74,319.02	69,631.00	33,530.66	32,001.00
4108	Reserve Interest	164,261.38	172,228.00	104,795.19	119,239.00
4116	Replace Reserve Interest Income	240,065.01	194,044.00	186,302.68	84,542.00
4117	Liner Reserve Interest Income	192,195.88	197,888.00	215,943.05	170,310.00
4118	Closure Reserve Interest Income	252,194.79	356,209.00	337,938.90	306,710.00
4119	Post Close Interest Income	103,009.13	145,494.00	131,420.69	119,276.00
4120	Wetlands Mitigation Interest Income	4,047.37	2,815.00	3,679.39	13,108.00
420...	Mark to Market Adjustment	382,362.23	0.00	509,414.59	0.00
	Total Interest Income	1,412,454.81	1,138,309.00	1,523,025.15	845,186.00
	Total Income	12,205,272.65	16,138,266.00	12,116,851.38	14,213,404.00
Salaries					
	Engineering Wages	239,650.38	242,731.00	185,826.49	320,986.00
	Telecom Wages	0.00	0.00	678.21	0.00
	MMF Wages	1,417,512.74	1,523,345.00	1,056,445.02	1,537,969.00
	WQ Wages	0.00	0.00	1,719.25	0.00
500...	Overtime Wages	51,874.11	31,338.00	56,412.51	48,489.00
5005	On-Call Stipend	7,800.00	7,800.00	6,960.00	16,315.00
	Total Salaries	1,716,837.23	1,805,214.00	1,308,041.48	1,923,759.00
Fringe Benefits					
503...	FICA Expense	120,800.68	117,064.00	96,294.58	138,135.00
503...	Pension Expense	373,749.80	258,909.00	193,010.81	294,804.00
503...	VDC Expense	1,229.69	0.00	2,493.68	7,420.00
503...	Health Insurance	247,329.55	279,979.00	205,226.92	334,410.00
503...	Workers Comp	53,951.28	69,495.00	54,656.81	73,254.00
503...	Disability Insurance	6,097.29	7,640.00	5,730.30	7,684.00
504...	Post Retire Overhead	129,294.63	140,689.00	94,908.84	140,488.00
5054	Employee Physicals & Screening	6,584.50	8,000.00	6,197.95	8,000.00
	Total Fringe Benefits	939,037.42	881,776.00	658,519.89	1,004,195.00
Operations & Maintenance					
5062	Third Party Temporary - O&M	7,656.12	0.00	0.00	0.00
5403	Safety Equipment & Supplies	13,806.43	28,933.00	20,416.45	30,000.00
5702	Large Equipment Parts	105,527.40	105,000.00	73,874.34	90,000.00
5703	Small Equipment	25,449.85	14,150.00	7,200.37	15,000.00
5704	O&M Supplies	15,194.31	22,500.00	10,162.93	21,000.00
5708	Fuels	320,253.65	424,100.00	193,799.32	416,000.00
5710	Lubricants	13,253.53	15,000.00	11,733.48	14,000.00
5712	Purchased Maintenance & Repair	83,633.89	70,680.00	39,454.86	62,000.00
5716	Equipment Rental	0.00	1,900.00	0.00	15,000.00
5718	Tires	24,563.55	30,000.00	17,912.63	30,000.00

**Materials Management
BUDGET FYE 2026
APPENDIX A**

	<u>Account Description</u>	FYE 3/31/2024 Actual	FYE 3/31/2025 Amended Budget	Actual 12/31/2024	FYE 3/31/2026 Budget
5770	Other Tool, Equip & O&M	70,684.39	5,000.00	3,064.99	5,000.00
5815	Chemicals	6,557.40	12,000.00	913.50	6,000.00
5818	Leachate System Expense	10,013.92	9,000.00	4,325.00	10,000.00
5820	LFG Maintenance	44,156.19	52,700.00	18,282.53	69,400.00
5870	Natural Habitat Enhancements	52,396.14	125,000.00	96,520.20	41,430.00
5932	Monitoring & Testing	170,078.06	255,590.00	150,768.97	234,607.00
6008	Contract Hauling	1,032.50	4,300.00	0.00	5,000.00
	Total O & M	964,257.33	1,175,853.00	648,429.57	1,064,437.00
	Waste Diversion				
5125	Promotional Materials - RRR	6,972.63	30,000.00	24,549.36	40,000.00
6009	Household Hazardous Waste	146,424.69	170,000.00	150,468.98	169,000.00
6017	Book Debinding	7,500.00	7,750.00	1,937.50	7,750.00
6018	Mattress Recycling - All Counties	388,472.40	0.00	0.00	0.00
	Total Waste Diversion	549,369.72	207,750.00	176,955.84	216,750.00
6002	Sewage Treatment	566,241.74	600,000.00	368,041.01	600,000.00
601...	Closure & Post Closure Care	1,266,768.14	1,757,503.00	1,396,866.42	2,040,129.00
6006	Host Community Benefits	854,815.16	981,563.00	721,121.91	940,685.00
6007	LFGTE Revenue Sharing	2,239.06	0.00	7,288.98	0.00
	Office & Administrative				
5053	Misc Employee Costs	3,444.21	1,500.00	371.26	1,500.00
5104	Office Supplies	3,625.60	5,000.00	3,712.35	5,000.00
5112	Telephone	5,661.58	7,681.00	4,570.52	5,072.00
5114	Cellular Services	10,788.76	11,000.00	8,168.23	11,600.00
5120	Dues & Subscriptions	1,970.00	4,375.00	2,538.08	1,500.00
5122	Public Info & Advertising	1,089.45	0.00	0.00	0.00
5123	Promotional Materials	8,471.56	0.00	0.00	5,300.00
5130	Office Equipment	654.63	4,000.00	0.00	4,000.00
5132	Office Equip Maintenance	617.76	1,200.00	666.09	1,200.00
5202	Employee Mileage Reimbursement	4,736.92	10,000.00	6,328.82	6,500.00
5204	Empl. Meals & Incidental	323.21	1,800.00	452.60	1,000.00
5206	Empl. Lodging	1,302.84	4,800.00	1,651.30	3,500.00
5312	Continuing Education	0.00	0.00	0.00	10,000.00
5370	Training & Development	5,134.26	24,200.00	20,074.50	30,000.00
5402	Employee Uniforms	14,829.65	22,425.00	17,699.33	22,939.00
5508	Cleaning Services	12,545.00	0.00	0.00	0.00
5570	Public Work Enforcement Fees	1,544.80	3,955.00	1,323.58	25,740.00
6210	Trustee Fees	7,000.00	7,500.00	7,000.00	7,500.00
	Total Office & Admin	83,740.23	109,436.00	74,556.66	142,351.00
	Utilities				
5802	Gas & Electric	44,485.12	50,000.00	26,987.15	50,000.00
5803	Propane	19,302.78	40,000.00	8,243.62	40,000.00
	Total Utilities	63,787.90	90,000.00	35,230.77	90,000.00
	Materials & Supplies				
5806	Building Supplies	3,815.19	8,000.00	3,986.73	7,000.00
5810	Site Supplies	28,990.58	30,000.00	24,946.34	30,000.00
5824	Sand, Gravel & Stone	249,579.40	255,000.00	233,878.16	255,000.00
5826	Seed & Mulch	36,069.25	32,475.00	25,576.00	41,500.00
	Total Materials & Supplies	318,454.42	325,475.00	288,387.23	333,500.00
	Professional Fees				
5924	Legal	691.25	7,500.00	2,370.00	7,500.00
5926	Investment Banking Fees	18,854.55	26,602.00	14,115.52	27,235.00
5970	Consulting	51,999.99	20,000.00	4,803.50	20,000.00
5971	Carbon Credit Expense	0.00	300,000.00	129,649.30	87,100.00
	Total Professional Fees	71,545.79	354,102.00	150,938.32	141,835.00
	Repairs & Maintenance				
5804	Building Maintenance & Repair	11,868.13	13,600.00	6,209.74	10,000.00
	Total Repairs & Maintenance	11,868.13	13,600.00	6,209.74	10,000.00

**Materials Management
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Automobile				
5601 Auto/Light Truck Rep. & Maint.	0.00	5,000.00	3,818.88	10,000.00
5603 Auto/Light Truck Rental/Lease	17,400.00	27,800.00	20,850.03	63,900.00
Total Automobile	17,400.00	32,800.00	24,668.91	73,900.00
Computer				
5124 Computer Equipment	4,510.84	11,000.00	6,890.51	11,000.00
5128 Programming & Software	9,316.61	16,195.00	7,359.61	14,725.00
Total Computer	13,827.45	27,195.00	14,250.12	25,725.00
6114 Insurance	246,991.20	255,500.00	191,625.03	304,100.00
619... Admin Allocation	930,846.34	1,029,777.00	792,294.65	974,568.00
619... Engineering Allocation	43,066.19	50,624.00	35,773.25	61,178.00
6208 NYS Administrative Assessment	51,262.00	54,216.00	0.00	54,220.00
890... Water Quality Allocation	0.00	0.00	863.06	0.00
7032 Depreciation	5,197,003.78	6,121,400.00	4,166,282.79	5,965,100.00
6202 Interest Expense	544,834.73	582,200.00	392,797.98	558,369.00
6901 Contingency	0.00	980.00	0.00	30,000.00
Total Expenses	14,454,193.96	16,456,964.00	11,459,143.61	16,554,801.00
Change in Net Position	(2,248,921.31)	(318,698.00)	657,707.77	(2,341,397.00)

**Materials Management
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
				(2,341,397.00)
				5,965,100.00
6016				2,040,129.00
- 25...				(600,000.00)
4200				(70,000.00)
				(1,640,877.00)
- 40...				(2,615,980.00)
- 40...				(1,751,879.00)
- 40...				(119,276.00)
3151				0.00
4010				1,134,180.00
				(4,993,832.00)
				0.00

**APPENDIX B
MATERIALS MANAGEMENT FACILITY CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	Equipment: Utility Vehicle	Replacement	\$ 42,000	\$ -	\$ -	\$ 45,895	
	Equipment: Leachate Truck Tractors	Replacement	\$ 187,000	\$ -	\$ 198,388	\$ -	\$ -
	Equipment: Wheeled Loader Replacement	Replacement	\$ 635,000	\$ -	\$ -	\$ -	\$ -
	Equipment: Mini Excavator	Replacement	\$ 90,000	\$ -	\$ -	\$ -	\$ -
	Leachate Treatment	EFC Grant	\$ 1,442,000	\$ -	\$ -	\$ -	\$ -
	MMF Nature Trail Consolidation	Replacement	\$ 50,000	\$ -	\$ -	\$ -	\$ -
	Natural Resource Management FYE26	Replacement	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Storage 1 and 4 Improvements	Replacement	\$ 400,000	\$ -	\$ -	\$ -	\$ -
20205	Closure Stage 5	Closure	\$ 1,450,000	\$ -	\$ -	\$ -	\$ -
20214	Additional Soil Borrow	Replacement	\$ 150,000	\$ 250,000	\$ -	\$ -	\$ -
	Closure Phase 6	Closure	\$ 100,000	\$ 3,603,159	\$ -	\$ -	\$ -
	Landfill Gas Phase 2	Replacement	\$ -	\$ 750,000	\$ -	\$ 750,000	\$ -
	Facility Improvements	Replacement	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
	Sand Storage Radiation Upgrades	Replacement	\$ -	\$ 160,000	\$ -	\$ -	\$ -
	Equipment: Flat Bed Utility Truck 4x4	Replacement	\$ -	\$ 118,650	\$ -	\$ -	\$ -
	Equipment: Waste Dozers	Replacement	\$ -	\$ 726,594	\$ -	\$ -	\$ 793,969
	Equipment: Bale Mulcher	Replacement	\$ -	\$ 26,410	\$ -	\$ -	\$ -
	Equipment: Shop Equipment Upgrade	Replacement	\$ -	\$ -	\$ 33,900	\$ -	\$ -
	Cell 15 Design & Construction	Liner	\$ -	\$ -	\$ 16,000,000	\$ -	\$ -
	Equipment: Bobcat Loader	Replacement	\$ -	\$ -	\$ 132,600	\$ 136,578	\$ -
	Equipment: Articulated Hauler	Replacement	\$ -	\$ -	\$ -	\$ 1,168,921	\$ 1,203,989
	O&M Bldg HVAC Replacement	Replacement	\$ -	\$ -	\$ -	\$ 25,000	\$ 180,000
	Equipment: GenSet PS1 Replacement	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 84,829
	Equipment: Sweeper Truck	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 352,851
	Equipment: Fuel Truck	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 403,175
	Equipment: Excavator	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 470,000
TOTAL MMF			\$ 4,596,000	\$ 5,759,813	\$ 16,489,888	\$ 2,251,394	\$ 3,613,812



Board Resolution No. 2025-02-08
February 27, 2025

**APPROVING FISCAL YEAR 2026
REGIONAL DEVELOPMENT BUDGET**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2026 Regional Development Budget, said proposed Budget being attached to this resolution as Appendix A.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2026 Regional Development Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.**

Motion by: T. Hefferon

Seconded by: D. Mastascusa

Voting:

Bibbins – **Present***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Present**

Hunt – **Present**

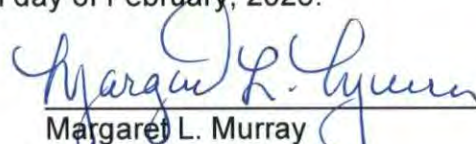
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-08 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**Regional Development
BUDGET FYE 2026
APPENDIX A**

		FYE 3/31/2024	FYE 3/31/2025	Actual 12/31/2024	FYE 3/31/2026 Budget
<u>Account Description</u>		<u>Actual</u>	<u>Amended Budget</u>		
Customer Billings					
4001	Customer Billings	\$219,996.70	\$254,660.00	\$177,601.93	\$228,780.00
	Total Customer Billings	219,996.70	254,660.00	177,601.93	228,780.00
Grant Revenue					
4181	Federal Grant Income	58,335.84	0.00	0.00	0.00
4183	NY State Grants	404,258.22	819,236.00	29,136.14	1,040,122.00
	Total Grant Revenue	462,594.06	819,236.00	29,136.14	1,040,122.00
4104	Loan Interest Income	458,660.22	541,839.00	392,490.61	565,000.00
Other Income					
4162	Processing Fees	37,695.00	19,825.00	43,550.00	24,000.00
4164	Miscellaneous	4,209.71	4,000.00	4,231.11	3,800.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Other Income	41,904.71	23,825.00	47,781.11	27,800.00
Interest Income					
4102	Investment Interest Income	522,959.46	453,700.00	465,210.47	642,100.00
420...	Mark to Market Adjustment	220,808.87	0.00	247,011.57	0.00
	Total Interest Income	743,768.33	453,700.00	712,222.04	642,100.00
	Total Income	1,926,924.02	2,093,260.00	1,359,231.83	2,503,802.00
Salaries					
	Administrative Wages	12,486.65	12,568.00	8,192.66	11,728.00
	Engineering Wages	2,303.04	3,255.00	0.00	3,373.00
	Telecom Wages	20,239.50	0.00	0.00	0.00
	Regional Development Wages	283,728.71	288,826.00	213,350.60	301,425.00
	Next Move NYWages	0.00	144,360.00	7,557.40	234,265.00
	Total Salaries	318,757.90	449,009.00	229,100.66	550,791.00
Fringe Benefits					
503...	FICA Expense	22,329.14	28,373.00	16,560.19	39,532.00
503...	Pension Expense	83,515.65	68,925.00	38,662.62	75,361.00
503...	VDC Expense	0.00	0.00	437.87	7,931.00
503...	Health Insurance	49,010.61	79,335.00	34,735.84	93,724.00
503...	Workers Comp	355.54	594.00	304.90	722.00
503...	Disability Insurance	853.32	1,486.00	693.09	1,821.00
504...	Post Retire Overhead	17,990.07	27,346.00	12,216.66	33,517.00
5054	Employee Physicals & Screening	0.00	678.00	217.50	0.00
	Total Fringe Benefits	174,054.33	206,737.00	103,828.67	252,608.00
Operations & Maintenance					
5403	Safety Equipment & Supplies	0.00	580.00	579.99	500.00
6110	Marketing	5,000.00	5,000.00	0.00	5,000.00
8090	Purchases for Resale	14,030.00	38,000.00	36,238.97	25,000.00
	Total O & M	19,030.00	43,580.00	36,818.96	30,500.00
6006	Host Community Benefits	183,809.18	207,526.00	207,525.76	219,365.00
Office & Administrative					
5053	Misc Employee Costs	0.00	2,970.00	1,671.07	4,100.00
5102	Office Rent	0.00	13,125.00	0.00	28,800.00
5104	Office Supplies	0.00	1,500.00	0.00	1,500.00
5112	Telephone	0.00	150.00	0.00	132.00
5114	Cellular Services	0.00	840.00	39.00	1,500.00
5120	Dues & Subscriptions	500.00	1,500.00	625.00	2,300.00
5122	Public Info & Advertising	502.51	1,400.00	528.78	3,300.00
5123	Promotional Materials	0.00	52,500.00	1,436.60	90,000.00
5130	Office Equipment	0.00	2,500.00	0.00	2,000.00
5170	Other Office Expenses	0.00	13,500.00	0.00	1,000.00
5172	Filing Fees	650.00	700.00	0.00	700.00
5202	Employee Mileage Reimbursement	4,143.62	9,708.00	3,028.40	13,000.00
5204	Empl. Meals & Incidental	634.50	2,908.00	984.75	4,000.00

**Regional Development
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
5206	Empl. Lodging	364.00	3,233.00	789.00	5,700.00
5270	Travel & Meeting Expense	46.00	3,250.00	45.00	4,350.00
5370	Training & Development	25.00	4,200.00	1,520.00	1,700.00
5508	Cleaning Services	0.00	1,167.00	0.00	2,000.00
5570	Public Work Enforcement Fees	999.16	0.00	0.00	0.00
6104	Sponsorships	0.00	5,000.00	0.00	5,000.00
	Total Office & Admin	7,864.79	120,151.00	10,667.60	171,082.00
	Professional Fees				
5924	Legal	6,298.00	10,250.00	0.00	8,000.00
5926	Investment Banking Fees	7,472.77	10,721.00	5,208.63	10,920.00
5970	Consulting	19,142.71	225,242.00	1,819.09	290,000.00
	Total Professional Fees	32,913.48	246,213.00	7,027.72	308,920.00
	Automobile				
5601	Auto/Light Truck Rep. & Maint.	0.00	163.00	0.00	500.00
5602	Auto/Light Truck Fuel	0.00	1,967.00	0.00	3,603.00
5605	Vehicle Ins	0.00	1,167.00	0.00	1,600.00
	Total Automobile	0.00	3,297.00	0.00	5,703.00
	Computer				
5124	Computer Equipment	0.00	11,275.00	8,364.00	0.00
5128	Programming & Software	0.00	1,200.00	0.00	0.00
6108	Web Page Design & Maintenance	777.65	750.00	0.00	825.00
	Total Computer	777.65	13,225.00	8,364.00	825.00
6122	Bad Debt Expense	19,584.26	0.00	22,082.49	0.00
6120	Grants	0.00	235,750.00	7,155.00	275,000.00
619...	Admin Allocation	160,884.21	167,455.00	128,669.87	188,990.00
619...	Engineering Allocation	407.67	419.00	91.70	444.00
7032	Depreciation	0.00	3,750.00	0.00	8,000.00
	Total Expenses	918,083.47	1,697,112.00	761,332.43	2,012,228.00
	Change in Net Position	1,008,840.55	396,148.00	597,899.40	491,574.00

**Regional Development
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				491,574.00
PLUS DEPRECIATION & AMORTIZATION				8,000.00
CASH FLOW				<u>499,574.00</u>



**Board Resolution No. 2025-02-09
February 27, 2025**

**APPROVING FISCAL YEAR 2026 TELECOMMUNICATIONS DIVISION
OPERATING BUDGET, CAPITAL PROJECTS,
RESERVE DESIGNATIONS, AND TARIFF**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2026 Telecommunications Division Budget based on anticipated circuit demand, said proposed Budget being attached to this resolution as Appendix A, and

Whereas, upon recommendation by staff, it is determined that certain capital projects are necessary as set forth on the capital projects schedule attached as Appendix B, and

Whereas, it is necessary to ratify tariff pricing and establish reserve requirements for the Fiscal Year 2026 in support of said Budget.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2026 Telecommunications Division Budget and the line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. The Telecommunications Division capital projects for the Fiscal Year 2026, as set forth in Appendix B, are hereby approved, and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2026.**
- 3. Based upon anticipated circuit volume, a tariff was filed with and accepted by the Public Services Commission (May 1, 2004) and will remain in effect for Fiscal Year 2026.**
- 4. Reserves previously authorized have been created and capitalized as of December 31, 2024 in the following amounts:**

Operating	\$1,101,487
Repair and Upgrade	\$3,671,402

For Fiscal Year 2026, reserves will be maintained on an on-going basis as follows:

Operating	16.7% of Revenue
Repair & Upgrade	11% of OSP Replacement Cost

5. To enhance the Authority's ability to respond promptly to changing conditions in the competitive telecommunications market, the authority to create and manage reserves, establish agreements and negotiate contracts is hereby delegated to the Executive Director who shall report such actions to the Board of Directors on a timely basis.

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

Voting:

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

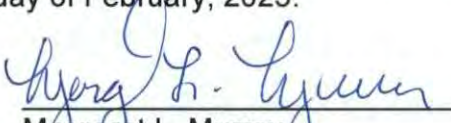
Non-Voting:

Henry – **Present**
 Hunt – **Present**
 McGrath – **Present***

* - indicates attendance via videoconference.
 * - indicates voting member attending using audio only, unable to vote.

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. 2025-02-09 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


 Margaret L. Murray
 Board Chairperson

**Telecommunications
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>		FYE 3/31/2024 Actual	FYE 3/31/2025 Amended Budget	Actual 12/31/2024	FYE 3/31/2026 Budget
Customer Billings					
4001	Customer Billings	\$5,686,131.40	\$5,762,549.00	\$4,274,218.05	\$5,451,223.00
4004	Dark Fiber Billings	883,286.74	771,154.00	654,450.77	766,725.00
	Total Customer Billings	6,569,418.14	6,533,703.00	4,928,668.82	6,217,948.00
Grant Revenue					
4181	Federal Grant Income	36,136.75	2,450,000.00	1,105,665.68	6,500,000.00
4183	NY State Grants	1,355,585.44	0.00	115,499.40	280,000.00
	Total Grant Revenue	1,391,722.19	2,450,000.00	1,221,165.08	6,780,000.00
Other Income					
4164	Miscellaneous	9,990.08	12,000.00	6,084.61	12,000.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Other Income	9,990.08	12,000.00	6,084.61	12,000.00
4201	Gain on Sale of Assets	0.00	0.00	(29,664.16)	0.00
Interest Income					
4102	Investment Interest Income	82,433.09	70,153.00	82,116.13	73,188.00
4108	Reserve Interest	254,887.59	199,244.00	284,626.41	294,120.00
420...	Mark to Market Adjustment	50,334.86	0.00	(17,790.36)	0.00
	Total Interest Income	387,655.54	269,397.00	348,952.18	367,308.00
	Total Income	8,358,785.95	9,265,100.00	6,475,206.53	13,377,256.00
Salaries					
	Engineering Wages	83,696.97	88,136.00	80,182.99	112,019.00
	Telecom Wages	1,422,570.57	1,571,746.00	1,157,301.89	1,493,614.00
	Regional Development Wages	3,298.14	13,135.00	8,644.06	5,477.00
	MMF Wages	1,122.58	20,309.00	0.00	0.00
	WQ Wages	0.00	0.00	58.16	0.00
500...	Overtime Wages	1,399.97	5,460.00	128.31	5,460.00
5005	On-Call Stipend	0.00	0.00	0.00	16,315.00
	Total Salaries	1,512,088.23	1,698,786.00	1,246,315.41	1,632,885.00
Fringe Benefits					
503...	FICA Expense	108,580.91	116,903.00	93,588.88	118,734.00
503...	Pension Expense	322,089.26	233,972.00	177,292.61	253,182.00
503...	VDC Expense	619.71	0.00	1,079.52	1,312.00
503...	Health Insurance	140,752.61	165,175.00	132,991.51	193,402.00
503...	Workers Comp	4,670.14	6,265.00	5,340.06	5,854.00
503...	Disability Insurance	3,502.26	4,616.00	3,461.76	4,367.00
504...	Post Retire Overhead	85,909.65	84,732.00	63,094.83	80,048.00
5054	Employee Physicals & Screening	324.10	500.00	217.50	500.00
	Total Fringe Benefits	666,448.64	612,163.00	477,066.67	657,399.00
Operations & Maintenance					
5133	Equipment Maintenance Contracts	181,382.20	289,394.00	179,932.22	294,224.00
5134	Maintenance Contracts	154,329.32	213,007.00	111,263.11	232,082.00
5135	Underground Locating	58,094.09	68,000.00	44,117.54	70,000.00
5403	Safety Equipment & Supplies	900.23	1,600.00	1,148.71	2,750.00
5704	O&M Supplies	2,490.46	5,500.00	2,126.75	5,500.00
5712	Purchased Maintenance & Repair	48,836.26	57,000.00	35,476.00	56,800.00
5720	Offnet Circuit Lease	922,459.09	737,016.00	464,963.88	767,496.00
5770	Other Tool, Equip & O&M	9,732.11	8,000.00	1,878.34	8,000.00
5830	Collo Expense	196,969.12	233,340.00	181,866.24	249,240.00
5832	Emergency Restoration	101,969.86	90,000.00	66,212.38	85,000.00
5834	Permitting	0.00	5,000.00	0.00	5,000.00
5836	Pole Attachment Fees	304,340.75	379,127.00	340,740.64	399,764.00
5838	Conduit Lease	23,443.13	20,907.00	11,024.66	20,907.00
	Total O & M	2,004,946.62	2,107,891.00	1,440,750.47	2,196,763.00
Office & Administrative					
5053	Misc Employee Costs	2,048.30	2,000.00	766.06	200.00

**Telecommunications
BUDGET FYE 2026
APPENDIX A**

		FYE 3/31/2024	FYE 3/31/2025	Actual 12/31/2024	FYE 3/31/2026
<u>Account Description</u>		<u>Actual</u>	<u>Amended Budget</u>		<u>Budget</u>
5102	Office Rent	1,740.00	1,740.00	1,305.00	1,740.00
5104	Office Supplies	682.09	1,200.00	0.00	1,000.00
5110	Postage & Shipping	698.73	1,600.00	53.08	1,000.00
5112	Telephone	9,992.19	13,000.00	6,319.25	6,528.00
5114	Cellular Services	7,168.30	8,200.00	5,653.92	8,100.00
5118	Other Communications	1,553.40	1,600.00	1,165.05	1,600.00
5120	Dues & Subscriptions	0.00	350.00	0.00	350.00
5122	Public Info & Advertising	0.00	2,000.00	0.00	0.00
5123	Promotional Materials	1,000.00	1,500.00	0.00	1,000.00
5130	Office Equipment	0.00	1,900.00	194.67	1,000.00
5170	Other Office Expenses	2,202.61	3,000.00	1,429.79	1,800.00
5202	Employee Mileage Reimbursement	4,375.39	3,654.00	1,423.75	1,750.00
5204	Empl. Meals & Incidental	3,313.31	5,000.00	502.76	2,500.00
5206	Empl. Lodging	4,682.42	5,650.00	587.00	3,000.00
5270	Travel & Meeting Expense	2.00	500.00	8.00	0.00
5370	Training & Development	9,285.00	8,520.00	269.20	8,000.00
5402	Employee Uniforms	1,345.84	1,300.00	100.00	1,300.00
5570	Public Work Enforcement Fees	1,536.87	14,525.00	2,372.79	1,562.00
	Total Office & Admin	51,626.45	77,239.00	22,150.32	42,430.00
	Utilities				
5802	Gas & Electric	4,993.79	5,500.00	3,244.78	5,500.00
	Total Utilities	4,993.79	5,500.00	3,244.78	5,500.00
	Professional Fees				
5924	Legal	600.00	13,000.00	3,845.00	15,000.00
5926	Investment Banking Fees	3,737.82	5,383.00	2,656.18	5,169.00
5970	Consulting	7,091.64	20,000.00	17,250.00	20,000.00
	Total Professional Fees	11,429.46	38,383.00	23,751.18	40,169.00
	Automobile				
5601	Auto/Light Truck Rep. & Maint.	6,004.52	17,860.00	17,719.52	20,000.00
5602	Auto/Light Truck Fuel	19,080.84	20,000.00	11,432.22	22,000.00
5603	Auto/Light Truck Rental/Lease	38,100.00	36,200.00	27,150.03	50,800.00
5605	Vehicle Ins	10,695.67	16,200.00	12,150.00	15,000.00
	Total Automobile	73,881.03	90,260.00	68,451.77	107,800.00
	Computer				
5124	Computer Equipment	6,923.43	8,000.00	3,396.94	12,500.00
5128	Programming & Software	29,298.42	33,965.00	3,762.80	31,895.00
	Total Computer	36,221.85	41,965.00	7,159.74	44,395.00
6122	Bad Debt Expense	(47,410.12)	0.00	3,473.99	0.00
6114	Insurance	176,259.19	193,400.00	145,050.03	210,800.00
619...	Admin Allocation	577,347.92	629,714.00	484,461.69	631,086.00
619...	Engineering Allocation	17,050.72	18,555.00	14,821.10	23,220.00
6208	NYS Administrative Assessment	31,001.00	29,991.00	0.00	25,501.00
890...	Water Quality Allocation	0.00	0.00	22.71	0.00
7032	Depreciation	3,915,026.89	4,393,100.00	3,076,858.25	3,470,300.00
6901	Contingency	0.00	25,000.00	0.00	25,000.00
	Total Expenses	9,030,911.67	9,961,947.00	7,013,578.11	9,113,248.00
	Change in Net Position	(672,125.72)	(696,847.00)	(538,371.58)	4,264,008.00

**Telecommunications
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				4,264,008.00
PLUS DEPRECIATION & AMORTIZATION				3,470,300.00
RESERVE/CAPITAL REQUIREMENTS				
- 3143 TELECO REPAIR/UPGRADE RESERVE				555,692.00
- 14?? TELECOM CAPITAL PROJECTS				<u>(8,290,000.00)</u>
TOTAL RESERVE/CAPITAL REQUIRED				<u>(7,734,308.00)</u>
CASH FLOW				<u><u>0.00</u></u>

**APPENDIX B
TELECOMMUNICATIONS CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	DWDM (Dense Wave Division Multiplexing)	Replacement	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Customer Network Construction	Replacement	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
	Ethernet Core Equipment	Replacement	\$ 350,000	\$ 350,000	\$ 350,000	\$ 250,000	\$ 250,000
	Wireless Tower Service	Replacement	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
	Central Office Enhancements	Replacement	\$ 150,000	\$ 150,000	\$ 135,000	\$ 135,000	\$ 135,000
	Fiber Augments	Replacement	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Test Equipment	Replacement	\$ 60,000	\$ 22,000	\$ -	\$ -	\$ -
TOTAL TELECOMMUNICATIONS			\$ 1,510,000	\$ 1,472,000	\$ 1,435,000	\$ 1,335,000	\$ 1,335,000



Board Resolution No. 2025-02-10
February 27, 2025

**APPROVING FISCAL YEAR 2026 WATER QUALITY MANAGEMENT DIVISION
OPERATING BUDGET, CAPITAL PROJECTS
AND USER CHARGES**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2026 Water Quality Management Budgets, attached to this Resolution as Appendices A(1) – A(4), and

Whereas, upon recommendation by staff and consulting engineers, it is determined that certain capital projects are necessary to be undertaken for the continued efficient operation of the Facilities, as set forth on the Capital Projects Schedule attached to this Resolution as Appendix B, and

Whereas, it is necessary to establish outside user charges for Water Quality Management for the Fiscal Year 2026 as proposed in the User Charges Schedule set forth in Appendix C, and

Whereas, it is necessary to maintain required reserves for the Army Waterline and Sewer Line, and Regional Waterline projects.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2026 Water Quality Management Budgets and line items contained therein, as proposed and set forth in Appendices A(1)-A(4), are hereby approved and adopted.**
- 2. The Water Quality Management's capital projects for the Fiscal Year 2026, as proposed and set forth in Appendix B are hereby approved. The Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2026.**
- 3. The user charges for Water Quality Management for Fiscal Year 2026, as proposed and set forth in Appendix C, are hereby approved and adopted.**
- 4. The Executive Director is authorized and directed to manage reserves for the Army Waterline and Sewer Line, and Regional Waterline projects consistent with contractual requirements. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.**

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

Voting:

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

Non-Voting:

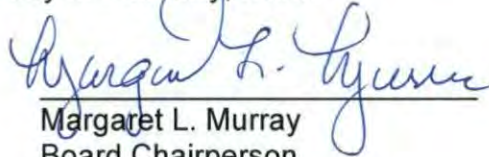
Henry – Present
Hunt – Present
McGrath – Present*

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-10 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**Army Sewer
BUDGET FYE 2026
APPENDIX A-1**

Account Description		FYE 3/31/2024 Actual	FYE 3/31/2025 Amended Budget	Actual 12/31/2024	FYE 3/31/2026 Budget
Customer Billings					
4001	Customer Billings	\$2,949,118.44	\$4,108,530.00	\$2,826,511.24	\$4,799,323.00
	Total Customer Billings	2,949,118.44	4,108,530.00	2,826,511.24	4,799,323.00
Other Income					
4164	Miscellaneous	3,609.97	3,610.00	2,707.47	3,610.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Other Income	3,609.97	3,610.00	2,707.47	3,610.00
4201	Gain on Sale of Assets	772.00	0.00	(11,297.77)	0.00
Interest Income					
4108	Reserve Interest	35,474.11	39,800.00	31,364.69	67,800.00
420...	Mark to Market Adjustment	14,623.53	0.00	13,702.71	0.00
	Total Interest Income	50,097.64	39,800.00	45,067.40	67,800.00
	Total Income	3,003,598.05	4,151,940.00	2,862,988.34	4,870,733.00
Salaries					
	Engineering Wages	87,431.30	94,571.00	60,646.91	103,035.00
	Telecom Wages	0.00	0.00	342.16	0.00
	MMF Wages	1,017.04	15,515.00	2,447.45	8,725.00
	WQ Wages	290,750.77	434,369.00	259,881.99	394,234.00
500...	Overtime Wages	41,702.78	58,416.00	53,991.80	40,753.00
5005	On-Call Stipend	5,100.00	3,840.00	5,568.00	9,481.00
	Total Salaries	426,001.89	606,711.00	382,878.31	556,228.00
Fringe Benefits					
503...	FICA Expense	29,851.56	35,886.00	26,902.24	40,139.00
503...	Pension Expense	88,111.40	75,877.00	47,724.56	79,154.00
503...	VDC Expense	1,179.57	0.00	1,302.98	1,559.00
503...	Health Insurance	80,199.73	97,623.00	54,116.02	86,790.00
503...	Workers Comp	22,541.42	23,313.00	15,623.74	21,740.00
503...	Disability Insurance	1,630.79	2,281.00	1,710.81	2,105.00
504...	Post Retire Overhead	36,405.20	42,001.00	12,696.61	38,401.00
5054	Employee Physicals & Screening	10,684.75	7,500.00	4,198.50	6,000.00
	Total Fringe Benefits	270,604.42	284,481.00	164,275.46	275,888.00
Operations & Maintenance					
5403	Safety Equipment & Supplies	6,585.28	31,500.00	14,080.92	0.00
5706	Shop Tools	24,901.81	8,850.50	6,584.50	10,000.00
5815	Chemicals	102,718.08	119,369.81	43,452.00	109,000.00
	Total O & M	134,205.17	159,720.31	64,117.42	119,000.00
6002	Sewage Treatment	1,203,192.58	1,419,087.00	955,467.64	1,515,339.00
6004	Water Purchases	4,246.50	4,500.00	385.01	4,500.00
Office & Administrative					
5053	Misc Employee Costs	168.67	213.82	213.82	0.00
5104	Office Supplies	2,946.70	4,500.00	2,860.55	0.00
5110	Postage & Shipping	280.10	750.00	260.51	0.00
5112	Telephone	7,200.52	8,000.00	2,890.49	0.00
5114	Cellular Services	21,469.23	26,400.00	17,395.77	0.00
5120	Dues & Subscriptions	813.00	1,500.00	470.00	0.00
5122	Public Info & Advertising	4,399.49	0.00	0.00	0.00
5130	Office Equipment	856.68	7,900.00	7,601.43	0.00
5202	Employee Mileage Reimbursement	3,758.25	5,500.00	4,396.54	4,500.00
5204	Empl. Meals & Incidental	8,424.49	8,750.00	5,788.78	0.00
5206	Empl. Lodging	8,731.00	10,500.00	7,673.16	0.00
5270	Travel & Meeting Expense	112.66	500.00	460.35	0.00
5370	Training & Development	16,243.94	24,500.00	17,730.57	0.00
5402	Employee Uniforms	10,940.85	13,530.19	10,511.63	0.00
5508	Cleaning Services	17,700.00	0.00	0.00	0.00
5570	Public Work Enforcement Fees	2,100.16	2,717.00	238.34	1,723.00
6210	Trustee Fees	0.00	0.00	0.00	3,000.00

**Army Sewer
BUDGET FYE 2026
APPENDIX A-1**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Total Office & Admin	106,145.74	115,261.01	78,491.94	9,223.00
Utilities				
5802 Gas & Electric	66,374.74	65,000.00	38,562.67	65,000.00
Total Utilities	66,374.74	65,000.00	38,562.67	65,000.00
Professional Fees				
5924 Legal	110.00	2,886.18	0.00	3,000.00
5926 Investment Banking Fees	783.80	1,156.00	521.79	1,176.00
Total Professional Fees	893.80	4,042.18	521.79	4,176.00
Repairs & Maintenance				
5804 Building Maintenance & Repair	13,527.90	17,500.00	13,176.74	15,000.00
5808 Site Maint & Repair	22,588.84	25,000.00	19,713.43	25,000.00
5812 Pipeline Maintenance	32,816.09	67,500.00	59,175.40	45,000.00
Total Repairs & Maintenance	68,932.83	110,000.00	92,065.57	85,000.00
Automobile				
5601 Auto/Light Truck Rep. & Maint.	27,467.87	32,820.00	24,591.98	0.00
5602 Auto/Light Truck Fuel	76,253.08	96,000.00	57,627.29	0.00
5603 Auto/Light Truck Rental/Lease	166,300.00	226,400.00	153,900.00	0.00
5605 Vehicle Ins	38,694.58	54,600.00	38,324.97	0.00
Total Automobile	308,715.53	409,820.00	274,444.24	0.00
Computer				
5124 Computer Equipment	23,902.08	19,000.00	18,255.70	0.00
5128 Programming & Software	7,926.00	14,865.50	14,365.50	10,999.00
Total Computer	31,828.08	33,865.50	32,621.20	10,999.00
Insurance	55,752.15	59,600.00	44,700.03	80,700.00
619... Admin Allocation	280,749.00	365,269.00	280,929.29	347,589.00
619... Engineering Allocation	11,819.55	14,975.00	9,526.54	17,710.00
6208 NYS Administrative Assessment	15,780.00	15,922.00	0.00	17,252.00
890... Water Quality Allocation	(330,871.70)	(430,818.00)	(305,428.80)	135,497.00
7032 Depreciation	321,440.12	570,300.00	272,323.82	530,400.00
6202 Interest Expense	58,280.43	439,938.00	240,720.02	285,000.00
7170 Debt Issuance Costs	42,780.00	50,000.00	0.00	50,000.00
Total Expenses	3,076,870.83	4,297,674.00	2,626,602.15	4,109,501.00
Change in Net Position	(73,272.78)	(145,734.00)	236,386.19	761,232.00

**Army Sewer
BUDGET FYE 2026
APPENDIX A-1**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				761,232.00
PLUS DEPRECIATION & AMORTIZATION				530,400.00
- 25... LESS PRINCIPAL PAYMENTS				(955,000.00)
RESERVE/CAPITAL REQUIREMENTS				
- 14?? ASL CAPITAL PROJECTS				(336,632.00)
TOTAL RESERVE/CAPITAL REQUIRED				(336,632.00)
CASH FLOW				<u>0.00</u>

**Army Water Line
BUDGET FYE 2026
APPENDIX A-2**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Customer Billings					
4001	Customer Billings	\$1,779,956.86	\$3,006,989.00	\$2,457,289.00	\$3,188,514.00
	Total Customer Billings	1,779,956.86	3,006,989.00	2,457,289.00	3,188,514.00
Grant Revenue					
4183	NY State Grants	0.00	5,000,000.00	0.00	0.00
	Total Grant Revenue	0.00	5,000,000.00	0.00	0.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
Interest Income					
4108	Reserve Interest	19,349.54	21,700.00	17,108.00	37,000.00
420...	Mark to Market Adjustment	7,976.47	0.00	7,474.20	0.00
	Total Interest Income	27,326.01	21,700.00	24,582.20	37,000.00
	Total Income	1,807,282.87	8,028,689.00	2,481,871.20	3,225,514.00
Salaries					
	Engineering Wages	93,298.64	94,571.00	49,371.55	103,035.00
	Telecom Wages	0.00	0.00	61.10	0.00
	Regional Development Wages	0.00	0.00	413.23	0.00
	MMF Wages	1,210.85	15,515.00	241.51	8,725.00
	WQ Wages	333,562.70	435,586.00	248,518.45	387,965.00
500...	Overtime Wages	8,327.85	8,770.00	5,201.37	10,265.00
5005	On-Call Stipend	5,100.00	3,840.00	5,568.00	9,317.00
	Total Salaries	441,500.04	558,282.00	309,375.21	519,307.00
Fringe Benefits					
503...	FICA Expense	30,938.93	35,352.00	23,093.99	37,480.00
503...	Pension Expense	91,241.76	74,741.00	41,279.39	73,537.00
503...	VDC Expense	1,181.61	0.00	1,373.60	1,559.00
503...	Health Insurance	75,414.22	96,165.00	48,456.02	80,823.00
503...	Workers Comp	6,948.81	22,884.00	7,735.63	19,885.00
503...	Disability Insurance	1,550.57	2,245.00	1,683.99	1,960.00
504...	Post Retire Overhead	28,822.73	41,343.00	20,963.72	35,726.00
	Total Fringe Benefits	236,098.63	272,730.00	144,586.34	250,970.00
Operations & Maintenance					
5706	Shop Tools	16,409.06	3,746.00	2,400.69	5,000.00
5902	Lab Fees	3,924.00	5,000.00	3,538.00	5,000.00
	Total O & M	20,333.06	8,746.00	5,938.69	10,000.00
6004	Water Purchases	616,278.75	769,630.00	573,610.93	840,863.00
Office & Administrative					
5122	Public Info & Advertising	0.00	500.00	0.00	0.00
5202	Employee Mileage Reimbursement	2,295.80	3,000.00	423.44	2,000.00
5570	Public Work Enforcement Fees	7,678.54	964.00	824.57	826.00
6210	Trustee Fees	0.00	0.00	3,000.00	3,000.00
	Total Office & Admin	9,974.34	4,464.00	4,248.01	5,826.00
Utilities					
5802	Gas & Electric	21,695.02	22,900.00	12,061.18	25,000.00
	Total Utilities	21,695.02	22,900.00	12,061.18	25,000.00
Professional Fees					
5924	Legal	110.00	900.00	150.00	900.00
5926	Investment Banking Fees	422.05	744.00	280.97	755.00
	Total Professional Fees	532.05	1,644.00	430.97	1,655.00
Repairs & Maintenance					
5804	Building Maintenance & Repair	3,924.20	8,836.50	8,184.50	5,000.00
5808	Site Maint & Repair	12,362.72	30,154.00	10,948.94	30,000.00
5812	Pipeline Maintenance	20,000.00	19,463.50	19,414.91	71,250.00
	Total Repairs & Maintenance	36,286.92	58,454.00	38,548.35	106,250.00

**Army Water Line
BUDGET FYE 2026
APPENDIX A-2**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Computer				
5128 Programming & Software	0.00	0.00	0.00	3,775.00
Total Computer	0.00	0.00	0.00	3,775.00
6114 Insurance	35,714.31	38,700.00	29,025.00	60,400.00
619... Admin Allocation	200,300.74	230,106.00	177,018.60	247,988.00
619... Engineering Allocation	12,064.81	14,363.00	8,501.37	18,074.00
6208 NYS Administrative Assessment	11,009.00	10,308.00	0.00	12,897.00
890... Water Quality Allocation	68,004.67	112,125.00	51,884.16	124,325.00
7032 Depreciation	446,464.83	779,500.00	526,833.73	748,600.00
6202 Interest Expense	205,573.28	230,268.00	269,914.02	396,773.00
7170 Debt Issuance Costs	50,500.00	50,000.00	0.00	0.00
Total Expenses	2,412,330.45	3,162,220.00	2,151,976.56	3,372,703.00
Change in Net Position	<u>(605,047.58)</u>	<u>4,866,469.00</u>	<u>329,894.64</u>	<u>(147,189.00)</u>

**Army Water Line
BUDGET FYE 2026
APPENDIX A-2**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(147,189.00)
PLUS DEPRECIATION & AMORTIZATION				748,600.00
- 25... LESS PRINCIPAL PAYMENTS				(601,411.00)
RESERVE/CAPITAL REQUIREMENTS				
- 14?? AWL CAPITAL PROJECTS				0.00
4183 AWL GRANT FUNDING				0.00
TOTAL RESERVE/CAPITAL REQUIRED				<u>0.00</u>
CASH FLOW				<u><u>0.00</u></u>

**Regional Water Line
BUDGET FYE 2026
APPENDIX A-3**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Customer Billings					
4001	Customer Billings	\$104,574.51	\$129,572.00	\$103,448.95	\$113,514.00
4005	Capital Billings	271,130.08	286,518.00	214,888.53	336,428.00
	Total Customer Billings	375,704.59	416,090.00	318,337.48	449,942.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
Interest Income					
4102	Investment Interest Income	23,030.55	22,700.00	15,916.86	18,400.00
	Total Interest Income	23,030.55	22,700.00	15,916.86	18,400.00
	Total Income	398,735.14	438,790.00	334,254.34	468,342.00
Salaries					
	Engineering Wages	12,954.55	10,462.00	11,235.66	12,135.00
	Telecom Wages	0.00	0.00	788.19	0.00
	WQ Wages	18,910.29	21,156.00	18,532.04	30,518.00
500...	Overtime Wages	3,628.67	1,836.00	2,112.29	1,757.00
5005	On-Call Stipend	2,550.00	1,920.00	2,784.00	799.00
	Total Salaries	38,043.51	35,374.00	35,452.18	45,209.00
Fringe Benefits					
503...	FICA Expense	2,666.24	2,246.00	2,587.09	3,265.00
503...	Pension Expense	7,676.78	4,775.00	4,903.50	6,072.00
503...	VDC Expense	148.38	0.00	57.11	143.00
503...	Health Insurance	5,195.01	6,016.00	5,188.86	6,950.00
503...	Workers Comp	821.11	1,300.00	1,308.44	1,694.00
503...	Disability Insurance	117.76	139.00	103.95	174.00
504...	Post Retire Overhead	2,116.95	2,557.00	2,627.65	3,088.00
	Total Fringe Benefits	18,742.23	17,033.00	16,776.60	21,386.00
Operations & Maintenance					
5815	Chemicals	3,163.90	3,200.00	2,554.60	3,200.00
5902	Lab Fees	4,879.00	3,600.00	2,876.00	3,600.00
6010	Cape Vincent Reserve	0.00	1,700.00	1,700.00	1,700.00
	Total O & M	8,042.90	8,500.00	7,130.60	8,500.00
6004	Water Purchases	118,344.00	129,572.00	99,714.08	113,514.00
Office & Administrative					
5202	Employee Mileage Reimbursement	280.77	550.00	339.02	250.00
5570	Public Work Enforcement Fees	0.00	130.00	0.00	110.00
	Total Office & Admin	280.77	680.00	339.02	360.00
Utilities					
5802	Gas & Electric	22,377.93	30,000.00	17,067.72	30,000.00
	Total Utilities	22,377.93	30,000.00	17,067.72	30,000.00
Professional Fees					
5924	Legal	0.00	200.00	0.00	500.00
	Total Professional Fees	0.00	200.00	0.00	500.00
Repairs & Maintenance					
5804	Building Maintenance & Repair	4,508.19	8,100.00	3,445.99	9,000.00
5808	Site Maint & Repair	2,884.05	3,150.00	1,110.81	3,500.00
5812	Pipeline Maintenance	34,809.12	21,250.00	19,986.10	20,000.00
	Total Repairs & Maintenance	42,201.36	32,500.00	24,542.90	32,500.00
Computer					
5128	Programming & Software	0.00	0.00	0.00	533.00
	Total Computer	0.00	0.00	0.00	533.00
6114	Insurance	6,398.90	6,900.00	5,175.00	7,700.00
619...	Admin Allocation	16,445.37	17,445.00	13,451.84	17,868.00
619...	Engineering Allocation	1,746.34	2,258.00	1,519.43	4,365.00
6208	NYS Administrative Assessment	1,771.00	1,870.00	0.00	1,662.00

**Regional Water Line
BUDGET FYE 2026
APPENDIX A-3**

<u>Account Description</u>		FYE 3/31/2024 <u>Actual</u>	FYE 3/31/2025 <u>Amended Budget</u>	Actual 12/31/2024	FYE 3/31/2026 <u>Budget</u>
890...	Water Quality Allocation	4,930.65	5,795.00	6,433.18	11,144.00
7032	Depreciation	135,266.18	151,000.00	101,718.89	146,800.00
7002	Amortization	31,595.64	31,596.00	23,696.74	31,596.00
6202	Interest Expense	51,269.58	48,456.00	8,281.29	47,879.00
	Total Expenses	<u>497,456.36</u>	<u>519,179.00</u>	<u>361,299.47</u>	<u>521,516.00</u>
	Change in Net Position	<u>(98,721.22)</u>	<u>(80,389.00)</u>	<u>(27,045.13)</u>	<u>(53,174.00)</u>

**Regional Water Line
BUDGET FYE 2026
APPENDIX A-3**

<u>Account Description</u>	<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(53,174.00)
PLUS DEPRECIATION & AMORTIZATION				178,396.00
- 25... LESS PRINCIPAL PAYMENTS				(85,222.00)
RESERVE/CAPITAL REQUIREMENTS				
3151 RWL CAPITAL RESERVE				36,000.00
- 14?? RWL CAPITAL PROJECTS				(76,000.00)
TOTAL RESERVE/CAPITAL REQUIRED				<u>(40,000.00)</u>
CASH FLOW				<u>0.00</u>

**Water Sewer Contracts
BUDGET FYE 2026
APPENDIX A-4**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
Customer Billings					
4001	Customer Billings	\$1,853,248.66	\$2,170,980.00	\$1,492,427.88	\$2,904,136.00
	Total Customer Billings	1,853,248.66	2,170,980.00	1,492,427.88	2,904,136.00
Other Income					
4164	Miscellaneous	1,797.60	0.00	1,852.80	0.00
4185	Grant Recapture	0.00	0.00	0.00	0.00
	Total Other Income	1,797.60	0.00	1,852.80	0.00
	Total Income	1,855,046.26	2,170,980.00	1,494,280.68	2,904,136.00
Salaries					
	Engineering Wages	57,700.99	22,183.00	33,968.82	29,061.00
	Telecom Wages	0.00	0.00	1,295.32	0.00
	MMF Wages	161.19	6,770.00	294.64	0.00
	WQ Wages	997,687.51	1,046,080.00	888,881.23	1,417,888.00
500...	Overtime Wages	98,087.97	27,732.00	48,706.24	68,875.00
5005	On-Call Stipend	7,800.00	11,050.00	6,960.00	36,823.00
	Total Salaries	1,161,437.66	1,113,815.00	980,106.25	1,552,647.00
Fringe Benefits					
503...	FICA Expense	81,161.64	68,617.00	72,178.65	111,783.00
503...	Pension Expense	242,541.36	151,087.00	135,681.69	234,324.00
503...	VDC Expense	445.41	0.00	382.41	535.00
503...	Health Insurance	167,742.49	210,985.00	158,605.96	251,619.00
503...	Workers Comp	42,962.77	55,989.00	58,241.27	75,995.00
503...	Disability Insurance	3,452.35	4,787.00	3,220.47	6,096.00
504...	Post Retire Overhead	82,674.26	88,176.00	86,729.43	111,984.00
5054	Employee Physicals & Screening	0.00	1,447.50	1,026.00	0.00
	Total Fringe Benefits	620,980.28	581,088.50	516,065.88	792,336.00
Operations & Maintenance					
5403	Safety Equipment & Supplies	0.00	0.00	0.00	15,000.00
5706	Shop Tools	29,373.80	3,500.00	0.00	28,000.00
8090	Purchases for Resale	48,263.07	43,620.00	21,113.65	50,000.00
	Total O & M	77,636.87	47,120.00	21,113.65	93,000.00
Office & Administrative					
5053	Misc Employee Costs	0.00	0.00	0.00	100.00
5104	Office Supplies	0.00	0.00	0.00	4,000.00
5110	Postage & Shipping	0.00	0.00	0.00	750.00
5112	Telephone	0.00	0.00	0.00	6,000.00
5114	Cellular Services	0.00	0.00	0.00	28,800.00
5118	Other Communications	743.47	1,380.00	1,025.55	0.00
5120	Dues & Subscriptions	0.00	0.00	0.00	1,500.00
5130	Office Equipment	0.00	0.00	0.00	3,000.00
5202	Employee Mileage Reimbursement	3,796.13	5,000.00	4,455.50	5,000.00
5204	Empl. Meals & Incidental	0.00	52.50	0.00	5,000.00
5206	Empl. Lodging	0.00	0.00	0.00	5,000.00
5270	Travel & Meeting Expense	0.00	0.00	0.00	500.00
5370	Training & Development	0.00	0.00	0.00	16,500.00
5402	Employee Uniforms	0.00	0.00	0.00	12,225.00
	Total Office & Admin	4,539.60	6,432.50	5,481.05	88,375.00
Automobile					
5601	Auto/Light Truck Rep. & Maint.	0.00	0.00	0.00	46,000.00
5602	Auto/Light Truck Fuel	0.00	0.00	0.00	117,000.00
5603	Auto/Light Truck Rental/Lease	0.00	0.00	0.00	270,000.00
5605	Vehicle Ins	0.00	0.00	0.00	58,700.00
	Total Automobile	0.00	0.00	0.00	491,700.00
Computer					
5124	Computer Equipment	0.00	0.00	0.00	18,000.00

**Water Sewer Contracts
BUDGET FYE 2026
APPENDIX A-4**

<u>Account Description</u>		FYE 3/31/2024 <u>Actual</u>	FYE 3/31/2025 <u>Amended Budget</u>	Actual 12/31/2024	FYE 3/31/2026 <u>Budget</u>
5128	Programming & Software	0.00	0.00	0.00	3,443.00
	Total Computer	0.00	0.00	0.00	21,443.00
6114	Insurance	42,844.86	46,400.00	34,800.03	67,200.00
619...	Admin Allocation	37,815.14	41,821.00	32,167.48	44,516.00
619...	Engineering Allocation	8,842.13	10,625.00	6,609.02	12,861.00
6208	NYS Administrative Assessment	7,775.00	9,221.00	0.00	10,879.00
890...	Water Quality Allocation	257,621.18	312,898.00	243,463.34	(270,966.00)
	Total Expenses	<u>2,219,492.72</u>	<u>2,169,421.00</u>	<u>1,839,806.70</u>	<u>2,903,991.00</u>
	Change in Net Position	<u>(364,446.46)</u>	<u>1,559.00</u>	<u>(345,526.02)</u>	<u>145.00</u>

**APPENDIX B
WATER QUALITY MANAGEMENT CAPITAL PROJECTS**

ARMY SEWER LINE

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	Warneck Pump Station (WPS) Remote Terminal Unit (RTU) Replacement	Revenue	\$ 12,000	\$ -	\$ -	\$ -	\$ -
	Closed Circuit Television (CCTV) Sewer Camera Replacement	Revenue	\$ 324,632	\$ -	\$ -	\$ -	\$ -
	DOT Underground Crossings	Revenue/Grant	\$ -	\$ 750,000	\$ -	\$ -	\$ -
	Warneck Pump Station (WPS) Washer Compactor and Panel Replacements	Revenue	\$ -	\$ 8,000	\$ 93,000	\$ -	\$ -
	Warneck Pump Station 12" By-Pass Pump Replacement	Revenue	\$ -	\$ 8,000	\$ 227,287	\$ -	\$ -
	Utility Trailer Replacements	Revenue	\$ -	\$ -	\$ 21,855	\$ -	\$ -
	Army Sewer Line (ASL) Alternate Source for Wastewater Treatment	Revenue	\$ -	\$ -	\$ -	\$ 500,000	\$ -
	Pump 3 VFD Replacement	Revenue	\$ -	\$ -	\$ -	\$ 12,000	\$ -
TOTAL ARMY SEWER LINE			\$ 336,632	\$ 766,000	\$ 342,141	\$ 512,000	\$ -

ARMY WATER LINE

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	Vacuum Trailer Replacement	Revenue	\$ -	\$ 116,000	\$ -	\$ -	\$ -
42044	Army Water Line (AWL) Pipeline Replacement - Phase 2	Bonding/Grant	\$ -	\$ 15,185,000			
	City of Watertown Remote Terminal Unit (RTU) Replacement	Revenue	\$ -	\$ 12,000	\$ -	\$ -	\$ -
	Army Water Line (AWL) Bridge Crossing Inspection	Revenue	\$ -	\$ -	\$ 30,050	\$ -	\$ -
	Army Water Line (AWL) Alternate Source for Water Supply	Revenue	\$ -		\$ -	\$ 546,364	\$ -
TOTAL ARMY WATER LINE			\$ -	\$ 15,313,000	\$ 30,050	\$ 546,364	\$ -

REGIONAL WATER LINE

Project Number	Project Description	Fund	Budget FYE 2026	Budget FYE 2027	Budget FYE 2028	Budget FYE 2029	Budget FYE 2030
	Town of Cape Vincent (TOCV) Pump Station Remote Terminal Unit (RTU) and Human Machine Interface (HMI) Upgrade	Capital	\$ 16,000	\$ -	\$ -	\$ -	\$ -
	Regional Water Line (RWL) Cape Vincent Pump Station Pump No. 1 Replacement	Capital	\$ 60,000	\$ -	\$ -	\$ -	\$ -
	Regional Water Line (RWL) Air Relief Valves & Meter Replacement	Capital	\$ -	\$ 30,000	\$ -	\$ -	\$ -
	Regional Water Line (RWL) Limerick Booster Pump Station (LBPS) Genset Replacement	Capital	\$ -	\$ -	\$ 152,982	\$ -	\$ -
	Regional Water Line (RWL) Pumps & Surge Relief Valves	Capital	\$ -	\$ -	\$ 89,075	\$ -	\$ -
	Regional Water Line (RWL) Bridge Inspections	Capital	\$ -	\$ -	\$ -	\$ 60,000	\$ -
	Regional Water Line (RWL) LBPS Controls Improvements	Capital	\$ -	\$ -	\$ -	\$ 64,890	\$ -
	Regional Water Line (RWL) Town of Cape Vincent VFD Replacements Pumps 1&2	Capital	\$ -	\$ -	\$ -	\$ -	\$ 31,996
TOTAL REGIONAL WATER LINE			\$ 76,000	\$ 30,000	\$ 242,057	\$ 124,890	\$ 31,996

APPENDIX C
Development Authority of the North Country
Army Sewer Line/Army Water Line/Regional Water Line
2025-2026 User Charges Schedule

	2024-2025	2025-2026	Change
<u>Army Sewer</u>	7.45	8.90	1.45
<u>Army Water</u>	9.91	10.56	0.65
<u>Sewer Connection Rates:</u>			
Town of LeRay - Sanford Corners	3.86	4.01	0.15
Town of Pamela SD9	3.91	4.06	0.15
Town of LeRay - North Entry	3.86	4.01	0.15
Town of Leray SD 4	4.27	4.42	0.15
Town of Pamela SD3	3.86	4.01	0.15
Route 3 Sewer	3.91	4.07	0.16
Route 12	3.86	4.01	0.15
<u>Water Connection Rates:</u>			
Pamelia District #2, LeRay District #1	3.64	3.97	0.33
Pamelia District #1	3.75	4.08	0.33
Pamelia District #4 & #5	3.85	4.19	0.34
LeRay District #2	4.21	4.57	0.36
Champion	4.96	5.36	0.39

Regional Water Line (COST COMPARISON FY25/ FY26)

Municipality	FY 2025	FY2025	FY 2026	FY2026
	Quarterly Fixed Cost	Variable Cost / KGAL	Quarterly Fixed Cost	Variable Cost / KGAL
T/Cape Vincent (WD 2,3)	\$ 1,438.34	\$ 2.50	\$ 1,688.90	\$ 2.19
T/Lyme (incl Bus Garage)	\$ 12,225.92	\$ 2.50	\$ 14,355.61	\$ 2.19
V/Chaumont	\$ 11,506.75	\$ 2.50	\$ 13,511.16	\$ 2.19
V/Dexter	\$ 9,349.23	\$ 2.50	\$ 10,977.82	\$ 2.19
T/Brownville (incl GBHS)	\$ 17,691.63	\$ 2.50	\$ 20,773.42	\$ 2.19
V/Brownville	\$ 19,417.64	\$ 2.50	\$ 22,800.09	\$ 2.19



Board Resolution No. 2025-02-11
February 27, 2026

APPROVING FISCAL YEAR 2026
NORTH COUNTRY ECONOMIC DEVELOPMENT FUND BUDGET

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed Fiscal Year 2026 North Country Economic Development Fund Budget, said proposed Budget being attached to this resolution as Appendix A, and

Whereas, **Resolution No. 2014-08-12** authorizes the execution of Program Agreement to establish the North Country Economic Development Fund with \$10 million that the New York Power Authority (NYPA) received from Alcoa, and

Whereas, pursuant to **Resolution No. 2014-08-14**, the Authority Board authorized the creation of a new Authority Division in order to budget and account for North Country Economic Development Funds accordingly, and

Whereas, the North Country Economic Development Fund Board ratified the FY 2026 Budget at its meeting on February 7, 2025, and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country approves and adopts the Fiscal Year 2026 North Country Economic Development Fund Budget and line items contained therein, as proposed and set forth in Appendix A.

Motion by: E. Virkler

Seconded by: A. MacKinnon

Voting:

Bibbins – **Present***

Doheny – **Present***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Present**

Hunt – **Present**

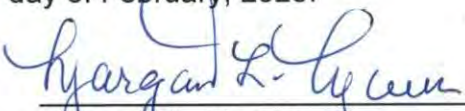
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-11 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**North Country EDF
BUDGET FYE 2026
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2024 Actual</u>	<u>FYE 3/31/2025 Amended Budget</u>	<u>Actual 12/31/2024</u>	<u>FYE 3/31/2026 Budget</u>
4104	Loan Interest Income	\$0.00	\$160,000.00	\$87,808.83	\$115,000.00
	Other Income				
4185	Grant Recapture	0.00	0.00	0.00	0.00
4190	Recovery of Bad Debts	0.00	3,600.00	0.00	0.00
	Total Other Income	0.00	3,600.00	0.00	0.00
	Interest Income				
4102	Investment Interest Income	0.00	129,700.00	163,557.77	230,400.00
	Total Interest Income	0.00	129,700.00	163,557.77	230,400.00
	Total Income	0.00	293,300.00	251,366.60	345,400.00
	Professional Fees				
5924	Legal	0.00	1,000.00	0.00	1,000.00
5926	Investment Banking Fees	0.00	3,983.00	1,974.84	4,073.00
5970	Consulting	0.00	8,000.00	8,000.00	10,000.00
	Total Professional Fees	0.00	12,983.00	9,974.84	15,073.00
	Total Expenses	0.00	12,983.00	9,974.84	15,073.00
	Change in Net Position	0.00	280,317.00	241,391.76	330,327.00



Board Resolution No. 2025-02-12
February 27, 2025

**TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF MALONE
SANITARY SEWER IMPROVEMENTS PROJECT
CONSENT ORDER ASSISTANCE**

Whereas, pursuant to **Resolution No. 2024-10-79** the Development Authority of the North County (Authority) and the Village of Malone (Village) entered into an agreement to provide Operations, Maintenance and Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, the Authority has been providing various technical services to include project management, grant administration, and funding assistance in support of the Village's ongoing capital improvement projects since 2017, and

Whereas, the Village received a Consent Order from New York State Department of Environmental Conservation (NYSDEC) effective December 5, 2024 in regards to reported Sanitary Sewer Overflows (SSOs), and

Whereas, the Consent Order requires the Village to provide a proposal to investigate the causes of continued SSOs with a schedule to submit a corrective action plan to NYSDEC describing collection system repairs or improvements to prevent recurrence of SSOs within 180 days, and

Whereas, the Village of Malone has determined the Authority is qualified and equipped to provide technical assistance and project management services and desires to engage the Authority to assist with planning and management for a Sanitary Sewer Improvement project in response to the Consent Order, and

Whereas, the total cost of the services to be provided by the Authority through completion of the Phase 1 – Investigation, Planning and Development of a Corrective Action Plan for the project shall not exceed \$7,000.

Now, therefore be it

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

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

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

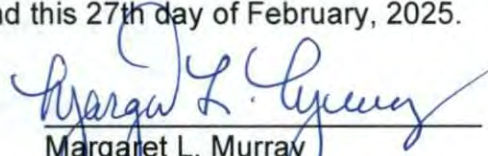
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-12 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**TECHNICAL SERVICES AGREEMENT FOR
SANITARY SEWER IMPROVEMENTS**

WITH THE

VILLAGE OF MALONE

This Agreement entered into this 27 day of January 2025, by and between:

VILLAGE OF MALONE, a municipal corporation of the State of New York having an office building and principal place of business located at 343 W. Main Street, Malone, NY 12953, herein after referred to as "Village",

And

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

Recitals

1. The Authority has been working with the Village of Malone since 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.
2. The Village received a Consent Order from New York State Department of Environmental Conservation effective December 5th, 2024 in regards to reported Sanitary Sewer Overflows (SSOs).
3. According to the Consent Order the Village shall submit a written proposal to investigate the causes of continued SSOs with a schedule to submit a corrective action plan to NYSDEC describing collection system repairs or improvements to prevent recurrence of SSOs. The corrective action plan shall include a schedule for implementation.
4. The Village has requested technical services from the Authority to assist in the implementation of this project. At its Board meeting held on Jan. 27, 2025, the Village Board approved the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
5. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

Phase 1- Investigation and Planning

- a. Project Investigation
 - Review current documentation from the 2018 Sewer Rehabilitation project completed by the Village.
 - Provide a detailed map and table depicting 1) the 2018 completed rehabilitation, 2) the areas that were identified in need of rehabilitation by the 2018 project but have yet to be addressed, and 3) the areas that are unknown and are in need of investigation.
- b. Development of a Correction Action Plan for Submission to NYSDEC
 - The Corrective Action Plan will include a description of sewer system repairs or improvements to prevent recurrence of SSOs and a schedule for implementation.

Phase 2- Project Development

- c. Management:

The Authority will coordinate all aspects of the project through completion of a Preliminary Engineering Report (PER) if required. Services will include coordinating with Village staff throughout the project duration; soliciting and coordinating the services of an engineering firm to be contracted by the Village, and coordinating monthly project meetings.
- d. Funding/Financial Administrative Assistance:

Provide assistance with budgets, financial report preparation, progress reports, MWBE reporting, preparation of drawdown requests, review of supporting documentation, and other mandatory funding agency requirements as required by the terms of the EPG.
- c. Development of the PER Request for Proposal (RFP):

The Authority will work with the Village to develop a customized RFP package defining the scope of work the Village desires to complete. The process and RFP requirements shall comply with the June 1, 2023 New York State Revolving Fund Architectural/Engineering Services Procurement Memorandum for SRF Funded Projects.
- d. RFP Oversight:

The Authority will assist the Village in its selection of a firm for Village Trustees consideration by providing services to: conduct the RFP solicitation process; answer engineer questions during the RFP phase; attend and administer a

pre-proposal meeting; open received proposals; provide a tabulation of responsive proponents; attend interviews, if requested; and review the proposed services agreement. The Village will make the final selection of the firm and execute the contract upon final recommendation of the Village Attorney.

e. PER Preparation:

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

Phase 3

a. Construction Administration Phase: The Authority will provide assistance to the Village Mayor, Clerk/Treasurer, and Trustees with various project related tasks including coordination with legal and bond counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties for the compilation of required documentation for EFC/DOH, submittal of disbursement requests, maintenance of project budgets, compilation and submittal of M/WBE reports, and generally facilitate Village reimbursement in accordance with the terms of their funding agreements.

b. Project Close-Out Phase: The Authority will provide assistance to coordinate the conversion of short-term/interim financing to long-term financing and administrative project close-out.

2. The Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services associated with Phase 1 only shall not exceed \$7,000. If the Village elects to proceed with Phase 2 or Phase 3 an amendment will be provided to the Village.

The fee is based on an anticipated 9-month project duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the Phase 1 scope of services is completed or at which time the Village elects to discontinue services. Should the Village elect to proceed with additional services related to the Sanitary Sewer Improvement Project, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1 – FYE2025 HOURLY RATES

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
WQ Division Director	\$117	NA
WQ Assistant Director	\$108	NA

Employee Wage Rate	Standard	Overtime
Controls Engineer	\$95	NA
WQ Supervisor II	\$95	NA
WQ Supervisor I	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Senior Operator	\$73	\$92
WQ Operator	\$67	\$84
Admin	\$62	\$80
WQ Technician	\$60	\$74

3. The Village shall provide the reasonable support services of its attorney, Clerk, Treasurer and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority. The Authority will conduct all work under the sole direction of a single, primary point of contract, designated as the Village Mayor for this agreement.
4. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The Village shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and

audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

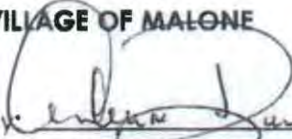
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

Date: _____

VILLAGE OF MALONE

By:  _____
Andrea Dumas
Mayor

Date: 1/27/2025



Board Resolution No. 2025-02-13
February 27, 2025

TECHNICAL ASSISTANCE SERVICES AMENDMENT NO. 2
VILLAGE OF MALONE
WATER SYSTEM IMPROVEMENTS PROJECT

Whereas, pursuant to **Resolution No. 2022-08-65** the Development Authority of the North Country (Authority) and Village of Malone (Village) entered into an agreement dated August 29, 2022 not to exceed \$18,000 to provide technical services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvements Project, and

Whereas, pursuant to **Resolution No. 2024-10-74** the Authority and the Village extended the Authority's services via Amendment No. 1 to support a December 2026 completion date and provide Phase 2 Services that increased the Authority's level of effort, resulting in additional expenses of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000, and

Whereas, the project is being funded through the Drinking Water State Revolving Fund (DWSRF) administered by the New York State Environmental Facilities Corporation (EFC), and

Whereas, the EFC funding program requires the inclusion of the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023, and

Whereas, the Agreement dated August 29, 2022 between the Village and Authority shall be amended to include the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023 as required by EFC, and

Whereas, this amendment will not change the cost of this agreement and the Authority will apply for a full waiver of the requirements as they are not applicable to the scope of work that the Authority is providing, and

Whereas, if a full waiver is not approved, then the Authority will not be able to complete the work as proposed.

Now, therefore be it

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

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

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa - **Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

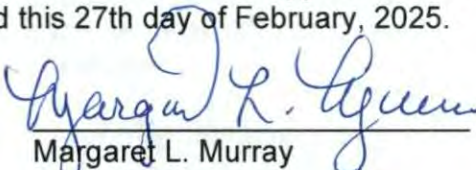
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-13 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

**AMENDMENT NO. 2
TO TECHNICAL SERVICES AGREEMENT FOR WATER SYSTEM IMPROVEMENTS PROJECT BETWEEN
VILLAGE OF MALONE
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated August 29, 2022 for an amount not to exceed \$18,000 to perform services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvement Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the Authority assisted the Village in applying for and securing funding through a New York State Water Infrastructure Improvement Act (WIIA) Grant on November 9, 2022 in the amount of \$5,000,000, and

WHEREAS, the Village experienced delays with the completion of the third production well and funding agency approvals to proceed with final design, bidding, and construction, resulting in an updated estimated project completion date of December 2026, and

WHEREAS, the Village has requested the Authority provide additional project management through the design, bidding, and construction phase as detailed in the original agreement, and

WHEREAS, the Village approved Amendment 1 on October 9, 2024 to extend the Authority's service to support a December 2026 completion for an additional expense of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000, and

WHEREAS, the Agreement dated August 29, 2022 between the Village and Authority shall be amended to include the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023 as required by Environmental Facilities Corporation (EFC), and

WHEREAS, the Authority will apply for a full waiver of the requirements as they are not applicable to the scope of work that the Authority is providing, and

WHEREAS, if a full waiver is not approved, then the Authority will not be able to complete the work as proposed.

NOW, THEREFORE, the Authority and the Village agree to amend the agreement for the inclusion of the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023.


The return of one signed copy of the Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

VILLAGE OF MALONE

By: 
Andrea Dumas
Title: Village Mayor
Date: 1/27/25



Board Resolution No. 2025-02-14
February 27, 2025

TECHNICAL SERVICES AMENDMENT NO. 1
VILLAGE OF TUPPER LAKE
WATER SUPPLY AND TREATMENT UPGRADES

Whereas, pursuant to **Resolution No. 2022-10-80**, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated November 16, 2022 for an amount not to exceed \$15,000 to perform services related to a Water Supply and Treatment Upgrade Project, and

Whereas, the Village has experienced project delays due to regulatory comments, design delays, and the review of alternative water treatment options, and

Whereas, the Village has opted to complete two additional pilot studies, one for treatment of surface water and one for treatment of iron from the existing wells, delaying the design and bidding phase of this project until September 2026, and

Whereas, the Village has requested additional technical assistance from the Authority to provide services through the design and bidding phase of the project, and

Whereas, to extend the Authority's services to support a September 2026 completion of this phase will increase the Authority's level of effort, resulting in additional expense of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

Now, therefore be it

RESOLVED, that **Amendment No. 1 to the Technical Services Agreement for Water Supply and Treatment Upgrades, by and between the Authority and Village of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Amendment.**

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

Voting:

Bibbins – **Present*** Hefferon – **Yes**
Doheny – **Present*** MacKinnon - **Yes**
Hall – **Yes** Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

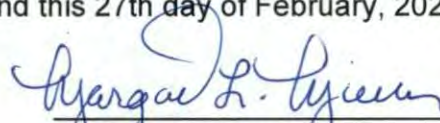
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-14 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.



Margaret L. Murray
Board Chairperson

AMENDMENT 1

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY TECHNICAL SERVICES AGREEMENT FOR WATER SUPPLY AND TREATMENT UPGRADE PROJECT WITH THE

VILLAGE OF TUPPER LAKE

Whereas, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated November 16, 2022 for an amount not to exceed \$15,000 to perform services related to a Water Supply and Treatment Upgrade Project with a projected completion date in 2024, and

Whereas, the Village has experienced project delays due to regulatory comments, design delays, and the review of alternative water treatment options, and

Whereas, the Village has opted to complete two pilot studies, one for treatment of surface water and one for treatment of iron from the existing wells, which will further delay the design and bidding phase of this project. The revised estimated completion date for design and bidding is September, 2026, which will result in an additional \$15,000 in Authority fees bringing the not to exceed services to a total of \$30,000.

Whereas, the Village has requested additional technical assistance from the Authority to provide services through the design and bidding phase of the project, and

Whereas, to extend the Authority's services to support a September 2026 completion of this phase will increase the Authority's level of effort, resulting in additional expense of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

NOW THEREFORE, the Authority and the Village agree to amend the total not-to-exceed amount of the agreement to \$30,000.

The return of one signed copy of this Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Carl E. Farone, Jr.

Title: Executive Director

Date: _____

VILLAGE OF TUPPER LAKE

By: 
Mary Fontana

Title: Mayor

Date: 2/18/2025

**RESOLUTION 03-2025
TO APPROVE AMENDMENT 1
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER SUPPLY AND TREATMENT UPGRADE PROJECT
WITH THE VILLAGE OF TUPPER LAKE**

WHEREAS, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated November 16, 2022 for an amount not to exceed \$15,000 to perform services related to a Water Supply and Treatment Upgrade Project with a projected completion date in 2024, and

WHEREAS, the Village has experienced project delays due to regulatory comments, design delays, and the review of alternative water treatment options, and

WHEREAS, the Village has opted to complete two pilot studies, one for treatment of surface water and one for treatment of iron from the existing wells, which will further delay the design and bidding phase of this project. The revised estimated completion date for design and bidding is September 2026, which will result in an additional \$15,000 in Authority fees bringing the not to exceed services to a total of \$30,000.

WHEREAS, the Village has requested additional technical assistance from the Authority to provide services through the design and bidding phase of the project, and

WHEREAS, to extend the Authority's services to support a September 2026 completion of this phase will increase the Authority's level of effort, resulting in additional expense of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Village and the Authority agree to amend the total not to-exceed amount of the agreement to \$30,000.


Certificate of Recording Officer

This is to certify that I, Kathy Savage, the undersigned Clerk for the Village of Tupper Lake Board of Trustees, attest to the attached Resolution from February 18, 2025, Board of Trustees Regular Meeting is a true and correct copy of the original resolution fully recorded in the Minute Book in my office.

Village of Tupper Lake Board of Trustees

In witness whereof, I have hereunto set my hand this 18th day of February 2025.

Official Seal:



Kathy Savage, Village Clerk



Board Resolution No. 2025-02-15
February 27, 2025

CAPITAL BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION
MATERIALS MANAGEMENT FEMA REPAIRS

Whereas, pursuant to **Resolution No. 2022-02-10** the Development Authority of the North Country (Authority) established a \$110,000 capital project budget for FY 2023 to complete necessary improvements to reduce erosion through implementing Best Management Practices (BMP) via steep slope plantings and stormwater improvements (Project 20204), and

Whereas, pursuant to **Resolution No. 2023-02-08** the Authority 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 20213), and

Whereas, pursuant to **Resolution No. 2024-09-64** the Authority amended the capital project budget for FY 2024 Natural Resources Management Improvement (Project 20213) to \$145,000 to address damage to storm water infrastructure, and

Whereas, the FY 2023 Natural Resources Management Improvement Project is substantially complete with project expenses in the amount of \$77,026 and \$32,974 available in contingency, and

Whereas, the FY 2024 Natural Resources Management Improvement Project has project commitments and expenses in the amount of \$65,235 with \$79,765 available in contingency, and

Whereas, on August 8, 2024 to August 10, 2024 Jefferson County was impacted by extreme weather events as a result of Hurricane Debby, resulting in damage at the Materials Management Facility to stormwater infrastructure and Dona Road, and

Whereas, the Federal Emergency Management Agency (FEMA) declared Federal Disaster DR-4825-NY as a result of the extreme weather events, and

Whereas, based on a site inspection by FEMA the estimated cost to make necessary repairs to the damaged infrastructure is \$200,000, and

Whereas, the total available funds from project 20204 and 20213 is \$112,739, and

Whereas, the Authority anticipates FEMA to reimburse the Authority \$150,000 of the project cost and the New York State Department of Homeland Security (NYS DHS) to reimburse the Authority \$25,000 of the project cost.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends FY 2023 Natural Resources Management Improvement Project (Project 20204) to reduce the budget from \$110,000 to \$77,026, and be it further

RESOLVED, that the Development Authority of the North Country hereby amends FY 2024 Natural Resources Management Improvement Project (Project 20213) to reduce the budget from \$145,000 to \$65,235 and be it further

RESOLVED, that the Development Authority of the North Country does hereby authorize the Chief Financial Officer to establish a new Materials Management capital project for MMF FEMA Repairs in the amount of \$200,000, and be it further

RESOLVED, that the Executive Director, or his designee, is authorized to execute any documents required to apply for and receive FEMA and NYSDHS funding, and be it further

RESOLVED, that such project shall be funded from the Replacement Reserve and that the proceeds from FEMA and NYSDHS funding be returned to the Replacement Reserve upon receipt.

Motion by: M. Hall

Seconded by: D. Mastascusa

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

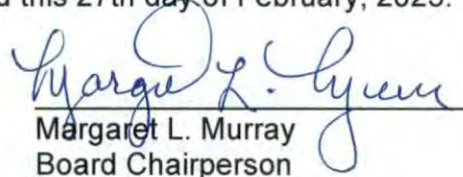
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-15 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-02-16
February 27, 2025

FYE 2025 CAPITAL BUDGET AMENDMENT
WATER QUALITY DIVISION
ARMY SEWER LINE
WARNECK PUMP STATION FEMA REPAIRS

Whereas, the Development Authority of the North Country owns and operates a sewer transmission main consisting of gravity sewer main, force sewer main, and the Warneck Pump Station (WPS) that provides sewer services to Fort Drum, the Towns of LeRay, Pamelaia, Rutland, Champion, and the Village of Black River, known as the Army Sewer Line (ASL), and

Whereas, on August 8, 2024 to August 10, 2024 Jefferson County was impacted by extreme weather events as a result of Hurricane Debby, and as a result of these events the Warneck Pump Station experienced record flows causing the wetwell to flood, and

Whereas, the flood resulted in damage to the manual bar screen, sluice gates, electrical equipment, HVAC equipment, and various ancillary equipment within the wetwell, and

Whereas, the Federal Emergency Management Agency (FEMA) declared Federal Disaster DR-4825-NY as a result of the extreme weather events, and

Whereas, based on a site inspection by FEMA the estimated cost to make necessary repairs to the damaged infrastructure is \$770,250, and

Whereas, the Development Authority of the North Country anticipates FEMA to reimburse the Authority \$577,687.50 of the project cost and New York State Department of Homeland Security to reimburse the Authority \$96,281.25 of the project cost, or a total of \$673,968.75, and

Whereas, the matching funds in the amount of \$96,281.25 shall be funded from Army Sewer Line revenue.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Chief Financial Officer to establish a new Army Sewer Line capital project for WPS FEMA Repairs in the amount of \$770,250, and be it further

RESOLVED, that the Executive Director, or his designee, is authorized to execute any documents required to apply for and receive FEMA and NYS Department of Homeland Security funding.

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

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

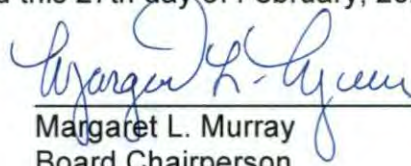
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-16 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-02-17
February 27, 2025

ECONOMIC DEVELOPMENT FUND
ARMY WATER LINE
LOAN

Whereas, the Development Authority of the North Country (Authority) owns and operates a water line and related facilities between Fort Drum and the City of Watertown Water Treatment Plant, known as the Army Water Line (AWL), and

Whereas, the AWL was constructed in 1990 to provide drinking water to Fort Drum and the surrounding communities, and

Whereas, pursuant to Board **Resolution No. 2022-12-108**, the Authority authorized the issuance of bonds or notes of the Authority to finance costs of the Army Water Line Replacement Project, Phase I (Project) in the amount not to exceed \$14,000,000, and

Whereas, on June 1, 2023 the Environmental Facilities Corporation (EFC) issued a \$12,485,771 Bond Anticipation Note (BAN) to the Authority to provide construction financing for the Project, and

Whereas, the Authority has been awarded a \$5,000,000 grant through EFC's Water Infrastructure Improvement (WIIA) program and a \$750,000 federal grant from U.S. Senator Charles Schumer and U.S. Congresswoman Claudia Tenney, and

Whereas, EFC is scheduled to close on the long-term financing for the Project in February 2025, at which time the \$5,000,000 WIIA grant will be applied against the BAN, and

Whereas, staff is working with the Environmental Protection Agency (EPA) in finalizing the filing requirements and timing of receiving the \$750,000 federal grant, and

Whereas, the EFC has indicated that it will not provide a bridge loan for the \$750,000 federal grant, therefore a bridge loan of \$750,000 is required, and

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

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a \$750,000 internal loan from the Economic Development Fund to support improvements to the Army Water Line at the attached Terms and Conditions, and further authorizes the Executive Director or the Chief Financial Officer to execute all necessary documents.

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

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

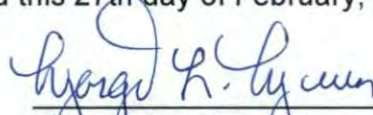
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-17 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Development Authority of the North Country (Internal Loan)

Loan Fund: Economic Development Fund

Loan Amount: \$750,000.00

Term: 36 months, or upon receipt of the grant funds, whichever occurs first

Rate: 3.25% simple interest

Payment: Quarterly interest payments



Board Resolution No. 2025-02-18
February 27, 2025

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
WOODS INN 1894, LLC
LOAN ASSUMPTION**

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

Whereas, **Resolution No. 2018-03-52** ratified a loan of \$250,000 to Woods Inn 1894, LLC for improvements to the business located in Inlet (Hamilton County), and

Whereas, Adirondack Bank has begun foreclosure proceedings on Woods Inn 1894, LLC, and

Whereas, a group of investors is interested in purchasing the property known as the Woods Inn and has requested to assume the Authority's loan through the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee met February 13, 2025 to review an application from TWI Hospitality, LLC requesting to assume the outstanding principal and interest on the loan to Woods Inns 1894, LLC from the Regional Tourism Transformational Community Revolving Loan Fund and

Whereas, the Regional Loan Committee and the Hamilton County IDA feel that it is in the community's interest to allow the assumption of the loan to keep the business operational, and

Whereas, the outstanding principal and accrued interest on the loan as of February 10, 2025 is \$194,977.77, and

Whereas, the Regional Loan Review Committee approves the assumption of the Woods Inn 1894, LLC loan from the Regional Tourism Transformational Community Revolving Loan Fund by TWI Hospitality, LLC at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify the assumption of the Woods Inn 1894, LLC loan by TWI Hospitality, 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.

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

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

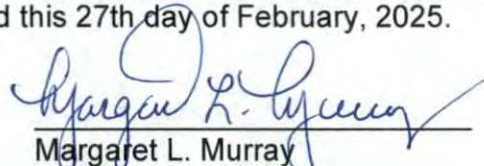
Henry – **Present**
Hunt – **Present**
McGrath – **Present***

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* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-18 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower:	TWI Hospitality, LLC
Loan Fund:	Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]
Amount:	Outstanding principal and accrued interest on date of closing (\$194,977.77 on February 10, 2025)
Loan Term:	Maturity date September 1, 2038 (remaining term)
Loan Rate:	1%
Loan Payment:	\$1,233.97/month
Collateral:	<p>Co-proportional second mortgage and assignment of rents and leases with Hamilton County IDA and Woods Inn Debt Holdings, LLC on 148 Route 28, Inlet, NY 13360;</p> <p>Co-proportional second lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of TWI Hospitality, LLC.</p>
Conditions:	<ul style="list-style-type: none">• Arrow Bank financing of \$700,000• Woods Inn Debt Holdings, LLC financing of up to \$1,325,000• Assumption of Hamilton County IDA debt• Subordination of Bonnie and Joel Milikan debt to DANC/Hamilton County funds• Subordination of Seller financing to DANC/Hamilton County funds• Personal guarantees of Tara Wright, TWI Partners, LLC, and GP TWI, LLC• Labor peace does not apply as it will have less than 15 FTE• Key Man Life insurance on Tara Wright for outstanding principal of loan• Satisfactory appraisal or third-party broker opinion• The entire property must remain in use for lodging during the term of the loan, otherwise it will trigger a default with the loan.• \$75,000 pay-down of tourism loan at closing• Release all current guarantors

North Country Transformational Tourism Fund

BORROWER: TWI Hospitality, LLC. dba Woods Inn

CORPORATE ADDRESS: 148 Route 28
Inlet, NY 13360

OWNERSHIP: TWI Partners LLC-100%

AMOUNT REQUESTED: Assume existing debt; \$194,977.77 payoff on 2/10/2025
(includes \$531.23 of accrued interest)

PAYMENTS: \$1,233.97/month; matures 9/1/2038

PRIMARY COLLATERAL: 2nd co-proportional mortgage and assignment of rents and leases on 148 Route 28, Inlet NY 13360.

2nd co-proportional lien position on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of TWI Hospitality LLC.

EMPLOYMENT: Current: 6.5 FTE
Year 1-3: 5.5 FTE
Totals: 12 FTE

GUARANTORS: Tara Wright, TWI Partners LLC, GP TWI, LLC

SOURCES & USES:

Arrow Bank	\$ 700,000	Pay-off Adirondack Bank	\$1,662,348
*Woods Inn Debt Holdings	\$1,245,000	Assume DANC	\$ 195,000
DANC	\$ 195,000	Assume HCIDA	\$ 133,000
Hamilton IDA	\$ 133,000	Real Estate Taxes	\$ 80,000
Millikan	\$ 160,650	Commissions	\$ 144,000
Seller Held Debt	\$ 454,364	Legal	\$ 60,000
		Assume Seller Debt	\$ 453,016
		Assume Millikan Debt	\$ 160,650
Total	\$2,888,014	Total	\$2,888,014

At this point in time it appears that there is no cash equity going into this project.

North Country Transformational Tourism Fund

Arrow Bank-Pending Approval-Floating at Prime +1%, 5 year term/20 year amortization; interest only payments for the first 24 months.

*At the time of the write-up the investor debt was \$1,245,000. The Tourism Committee, as a condition of the approval, is requiring the applicant to pay-down the loan by \$75,000 at closing. This will likely come from the investor debt; therefore the final condition is to have a co-proportional second mortgage with the Hamilton County IDA and investor debt of up to \$1,325,000.

BACKGROUND:



Tara Wright of TWI Hospitality LLC is asking to assume the current loan to Woods Inn 1894, LLC.

ORIGINAL FUNDING

The Woods Inn was purchased by Charles and Nancy Frey in 2014. The Tourism Loan was initially part of a \$870,000 project to renovate a fitness studio and a barn into retail space. The project originally included \$250,000 from Adirondack Bank, \$50,000 from the Hamilton County IDA, private financing from Bonnie and Joel Milikan of \$50,000, and owner cash of \$59,000. It appears that the retail store was never opened. Mr. Frey has made several late payments on his loan, and the loan is currently two months in arrears.

It appears that last summer, 2024, he allowed TWI Hospitality, to manage the property. All requests for payments on the loan to Mr. Frey were sent to Jacob Wright to make payments. While Mr. Wright did send payments in, they were usually when a late notice was sent to Mr. Frey. It should be noted that on 2/5/2025 the Authority received notice from the State of New York Supreme Court that Adirondack Bank was foreclosing on the property.

It appears from the Purchase Agreement that the sale price is \$2,898,014 of which \$1,662,348 is to pay-off the Adirondack Bank loans, \$144,000 is commission to Dawn Timm, \$80,000 is toward back taxes, and \$60,000 is for legal costs. This totals the Arrow Bank financing and the Investor's Debt. All other existing debt would be assumed by the Applicant. This appears to include the DANC and Hamilton County loans, the Milikan loans of around \$155,000, and the seller debt which appears to be an outstanding SBA direct loan, likely a COVID loan, of around \$149,706,

North Country Transformational Tourism Fund

and the balance may be long-term liabilities due to Charlie Frey that appears on the 12/31/2023 balance sheet.

In an email with the applicant, staff asked if the Investor Debt would be subordinate to the public loans. They stated no, that they want it only subordinate to the bank debt. I stated that this may be an issue as we normally do not subordinate to private debt. The Seller and Milikan Debt would be subordinate to the public lenders.

PROPERTY OVERVIEW:

The Woods Inn is comprised of 21 rooms and 7 townhouses and is situated in the town of Inlet, on the shores of 4th Lake. Inlet is located 10 miles from Old Forge, a renowned tourist town often referred to as the "Adirondack Basecamp," drawing many visitors who vacation to explore the Adirondacks. The inn is positioned on 3.7 acres of waterfront land and is a mixed-use property featuring hotel rooms, suites, glamping tents, townhomes, a marina, retail spaces, food and beverage facilities, and wedding spaces. The facility offers the following:

- **Weddings and Events**
 - Weddings and events barn
 - Conference cottage-20-person private single story conference cottage for group and corporate events.
- **Rooms**
 - 7 townhomes- Private lake front rustic cottage; 4 newly constructed 2-story units; 1 newly constructed 1-story unit; Converting 2 additional units
 - 21 Hotel Rooms-4 top floor suites; 2 rooms with balconies overlooking the water; 2 adjoining rooms; 13 queen rooms.
 - 3 glamping tents-Popular summer attraction providing a unique Adirondack experience
- **F&B**
 - Overlook Restaurant- Conversion to elevated waterfront dining experience; 73 seats; includes private dining room for large groups; catering kitchen for weddings and events.
 - Tavern Restaurant- Popular local tavern and bar; 30 seats; separate game room with pool, darts, etc.
 - Café-Lake-front seasonal café offering small meals and drinks; 20 seats.
- **Marina**
 - 12 Slip Marina - significant revenue upside through dock and boat rentals.

In the applicant's slide deck, they propose improvements to the facility including the following, however there is no funding in this proposal to complete the improvements. It was noted that these would be done 'out-of-pocket':

Main Building -Paint exterior white, install all new FF&E in lobby, soundproof and HVAC rooms, FF&E improvements in rooms, re-stain dressers, new linens and throw pillows, polish floors.

Landscaping improvements- Trim trees blocking view of water, enhance exterior flower beds.

North Country Transformational Tourism Fund

F&B - Renovate and deep-clean Overlook restaurant kitchen, replace all tables and chairs in Overlook restaurant, increase seating capacity in both Overlook and Tavern restaurants

New Townhomes- Significant potential upside to investment returns with development of up to 12 new town homes on the 3.7 acres; owner has indicated town will approve the development; due to the uncertainty of the timeline and entitlement success we have projected this opportunity as a "potential" upside that is not indicated in the financial statements. (all equity investors will receive this upside if realized.); significant IRR expected on townhome **sales**.

MANAGEMENT:

TWI Hospitality, LLC, is a New York limited liability company. The sole member of TWI Hospitality, LLC, is TWI Partners, L.P., a New York limited partnership.

TWI Hospitality, LLC, will hold fee title to the real estate located at 148 Route 28, Inlet, NY 13360 known as "The Woods Inn", it will hold all other assets related to the operation of The Woods Inn and will be responsible for operations of The Woods Inn. TWI Hospitality, LLC, will also be the borrower/debtor for all debts associated with the acquisition of The Woods Inn.

TWI Partners, L.P. was formed solely for the purpose of holding the membership interests in TWI Hospitality, LLC, as an investment vehicle to allow potential equity investors to acquire limited partnership interests. The maximum amount of limited partnership interests which will be sold will be equal a ten percent (10%) beneficial ownership interest in TWI Hospitality, LLC, therefore, no limited partner will have a ten percent or more ownership interest in TWI Partners, L.P. or beneficial ownership interest in TWI Hospitality, LLC.

GP TWI, LLC holds one hundred percent (100%) of the general partnership interests in TWI Partners, L.P. GP TWI, LLC is a New York limited liability company. At the time of this application the sole member of GP TWI, LLC, is Tara Wright, therefore this application is being submitted with Tara Wright as the Owner of TWI Hospitality, LLC, because she owns or controls one hundred percent (100%) of the beneficial interests in TWI Hospitality, LLC.

FINANCIAL ANALYSIS:

FY Jan-Dec	2023	05/1-10/31/2024	Projected 2025
Sales	918,191	569,564	1,468,600
COGS	207,162	105,444	213,947
Gross Profit	711,029	464,120	1,254,653
Total Expenses	1,027,247	422,216	762,821
Other Income/ (Expenses)	177,887	0	0
Net Income	(138,331)	41,904	491,832

North Country Transformational Tourism Fund

Depreciation	9,847	0	0
Interest	77,311	0	0
Compensation of Officers	82,250	0	0
Rents	234,692	0	0
Total Cash Available for Debt	265,769	41,904	491,832
Arrow Bank	72,897	4,923	72,897
DANC	14,808	7,404	14,808
Hamilton Co.	12,141	6,071	12,141
Woods Inn Debt Holdings	87,150	43,575	87,150
Milikan Debt	34,737	14,474	34,737
Seller Debt	100,414	50,207	100,414
Total Debt	322,147	126,654	322,147
LTV	.82	.33	1.53
Ratio Analysis			
Sales Growth	NA	NA	NA
Gross Profit	0.77	0.81	0.85
Operating Exp.	1.12	0.74	0.52
EBIT	-0.15	.07	.33

Arrow Bank-Assumes interest only payments years 1-2 of \$59,500, then regular payments of \$72,897 over remaining 3 years.

Woods Inn Debt Holdings-assumes 7% interest only annually. Balloons June 15, 2029.

Hamilton County IDA-\$1011.77/month

Milikan Debt-Was not provided with loan details. Assumed 60 months at 4%, \$2894.73/month

Seller Debt-Was not provided with loan details. Assumed 60 months at 4%, \$8367.80/month

Actual

- The actual figures provided were derived from the U.S. Federal Tax Returns for Woods Inn 1894, LLC. Interims were provided by the applicant. It appears that they started operating the facility in May 2024.
- Primary expenses in 2023 were salaries and wages of \$237,568, rents paid to the owner of \$234,692, compensation of officers of \$82,250, interest of \$77,311, interest of \$34,816, insurance of \$56,580, outside services of \$63,176, and utilities of \$53,784.
- In respect to the projections, there were no financial assumptions provided for why revenue will increase, or why expenses will significantly decrease as a percentage of

North Country Transformational Tourism Fund

sales. It should be noted that neither interest nor depreciation are included in the operating expenses.

- The applicant prepared projections for 2025, or year one. Revenue from rooms is projected to be \$665,000, while revenue from the restaurant/tavern is projected to be \$578,000. They project \$103,000 from catering and events, and \$54,000 from boat rentals.
- Cost of goods sold are primarily comprised of restaurant costs which are 35% of sales.
- Primary expenses for 2025 are wages and payroll taxes of \$342,000, utilities of \$51,909, real estate taxes of \$42,000, sales and marketing expenses of \$37,200, and accounting services of \$24,000.
- The only way the project cash flows is if it meets projections. The underwriter made several assumptions to debt payments as terms were not provided for the Milikan debt or the seller financing.

BALANCE SHEET:

The Woods Inn 1894, LLC.	12/31/2023
Current Assets	20,720
Capital Assets – Net	179,611
Other Assets	0
Total Assets	200,331
Current Liabilities	134,772
Long Term Liabilities	1,192,528
Other Liabilities	0
Total Liabilities	1,327,300
Total Shareholders' Equity	(1,126,969)
Total Liabilities & Shareholders' Equity	200,331
Working Capital	(\$114,052)
Current Ratio	0.15
Debt/Worth	(1.18)

- The only balance sheet provided by the applicant was for 12/31/2023 and was from the seller's tax return.
- The following is a breakdown for Year End FY 2023 for the business
 - Current Assets:
 - Cash: \$3,901
 - Inventories: \$16,819
 - Capital Assets – Net:

North Country Transformational Tourism Fund

- Buildings and other depreciable assets: \$179,611. The original booked amount was \$437,016.
- Current Liabilities:
 - Accounts Payable: \$22,047
 - Mortgages, notes, bonds, payable in less than a year: \$101,975
 - Other current liabilities: \$10,750
 - Loans from Shareholders \$332,998
- Long-Term Liabilities:
 - Mortgages, notes, bonds, payable in one year or more: \$859,530.

PERSONAL FINANCIAL/CREDIT ANALYSIS:

Tara lists assets of \$27,000 and liabilities of \$25,000. She lists cash of \$2,000 and other debts of \$25,000. She lists annual income of \$75,000. Tara has a Transunion Credit Score of 529. She has 5 derogatory comments. Two are for 30 days delinquent on a Capital One card in June and December 2024. Another is for Credit One Bank for multiple 30 and 60 days delinquent in 2024, and another is for JPMCB auto with a 30 days delinquent in February 2022. She has outstanding balances of \$125,208 of which \$101,265 is for installment loans which appear to be education loans and are currently deferred with interest accruing.

The credit logic score is low at 15, data depth is zero and business assessment of high risk. This is all do to a lack of credit and time established. There are no derogatory accounts, no civil, judgments, collections, tax liens, charge off's, or bankruptcies

Collateral Analysis	Discount
148 Route 28, Inlet NY 13360 (Appraised Value June 30, 2018) @ 70% LTV	\$2,590,000
Total Collateral	\$2,590,000
Arrow Bank (1st mortgage and assignment of rents and leases, 1st lien position on business assets.)	\$700,000
Total Collateral less liens	\$1,890,000

North Country Transformational Tourism Fund

North Country Transformational Tourism Fund (co-proportional 2nd mortgage and assignment of rents and leases with a 2nd lien position on business assets)	\$1,653,000	\$1,653,000
Loan to Value All Lenders	87.5%	149%

- Appraisal completed by Galliher Appraisal Service LLC for Development Authority of the North Country dated June 29, 2018. The value above is the as of sales comparison value for June 30, 2018. The Hamilton County Real Property records list full market value in 2024 as \$3,511,322.

CONTINGENCIES:

1. Arrow Bank financing of \$700,000.
2. Investor debt of up to \$1,325,000 subordinate to public lenders debt.
3. Assumption of Hamilton County IDA debt.
4. Subordination of Bonnie and Joel Milikan to Arrow Bank and the North Country Transformation Tourism Fund/Hamilton County funds.
5. Subordination of Seller financing to Arrow Bank and the North Country Transformation Tourism Fund/Hamilton County funds.
6. Personal Guarantees of Tara Wright, TWI Hospitality LLC, and GP TWI, LLC.
7. Key Man Life insurance on Tara Wright for outstanding principal of loan.
8. Satisfactory as completed appraisal or third-party broker opinion.
9. The entire property must remain in use for lodging during the term of the loan, otherwise it will trigger a default with the loan.
10. \$75,000 pay-down of tourism loan at closing.
11. Release all current guarantors.



Board Resolution No. 2025-02-19
February 27, 2025

OFFICE SPACE LEASE
NEXT MOVE NY
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Whereas, pursuant to **Resolution No. 2024-03-38**, the Board of Directors of the Development Authority of the North Country (Authority) authorized the Executive Director, or designee, to submit an application to Empire State Development for funding in an amount up to \$4 million to implement the key strategies contained within the Next Move NY initiative, and

Whereas, pursuant to **Resolution No. 2024-08-55** the Board of Directors of the Authority authorized the Executive Director to negotiate and execute a grant agreement with New York State and take all actions necessary to implement said grant pursuant to Next Move NY Implementation Proposal submitted to Empire State Development, to include the addition of three staff position and acquiring additional office space, and

Whereas, staff explored a number of sites to locate the Next Move NY initiative and identified newly renovated office space located at 124 Franklin Street, Watertown, New York as an ideal location, and

Whereas, Jefferson Community College (JCC) was the recipient of a \$2.5 million Downtown Revitalization Initiative (DRI) grant to renovate and repurpose the historic building at 124-136 Franklin Street, and

Whereas, JCC collaborated with Neighbors of Watertown to restore the buildings at 124 - 136 Franklin Street and develop a facility dedicated to entrepreneurship education and training. The College named the space with an acronym for Neighbors, Entrepreneurs, Study and Teach: NEST, and

Whereas, staff believe the location will provide synergies between Next Move New York, Jefferson Community College, the Small Business Development Center and entrepreneurs locating in the NEST.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby authorizes the Authority's Executive Director to enter into the attached Lease Agreement with 124-134 Franklin St., LLC, to lease office space suitable to the Authority's needs to include a storefront located at 124 Franklin Street, Watertown, NY.

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

Voting:

Bibbins – **Present***

Doheny – **Present***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Present**

Hunt – **Present**

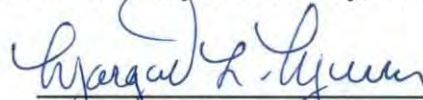
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-02-19 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 27th day of February, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of February, 2025.



Margaret L. Murray
Board Chairperson

LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of the 1st day of April, 2025, by and between **124-134 Franklin St., LLC**, having an office at 112 Franklin Street, Watertown, New York 13601 (the "**Landlord**"), and **Development Authority of the North Country**, having an office at 317 Washington St., 4th Floor Watertown, NY 13601 (the "**Tenant**").

The Landlord hereby leases to the Tenant, and the Tenant leases for the term upon all the conditions set forth herein, a storefront located in a certain building known as the Lamon Building located at 124 Franklin Street, Watertown, New York, as shown on the drawing of Tenant's space in the Strand-Lamon Building attached hereto as Exhibit "A," (the "**Leased Premises**"). In addition to the Leased Premises, Tenant is granted the right in common with the Landlord and other tenants and licensees of the Landlord to use common exits and entrances to and from the building, common reception areas, hallways, restrooms, parking areas servicing the property, and sidewalks and all roadways of which the Leased Premises is a part and upon conditions as designated by the Landlord. The Tenant is expressly prohibited from storing any and all merchandise, wares, or other property in any common area except as permitted by Landlord.

1. DEFINED TERMS.

- a. "**Base Year**" shall mean the first year of the Lease Term.
- b. "**Commencement Date**" shall mean April 1, 2025.
- c. "**Default**" or "**Defaults**" shall mean: the failure to perform any duty or obligation under this Lease by the Tenant.
- d. "**Insurance**" shall mean: Valid liability insurance for the benefit of the Landlord on the Leased Premises with coverage limits as defined in Paragraph 12 of this Lease.
- e. "**Landlord**" shall mean: 124-136 Franklin St. LLC, its successors and/or assigns.
- f. "**Lease**" shall mean: This Lease Agreement.
- g. "**Leasehold Improvements**" shall mean: Improvements made, either by or on behalf of the Tenant, at the request of or for the benefit of the Tenant to the Leased Premises that are intended to accommodate the particular needs of the Tenant.
- h. "**Lease Term**" or "**Original Lease Term**" shall mean: The term of the Lease commences on the Commencement Date and terminates on the 5th anniversary of the Commencement Date.

- i. **Intentionally left blank.**
- j. **"Option Period"** shall mean the period after the Original Lease Term as defined in paragraph 32 hereof.
- k. **"Rent"** shall mean: The Base Rent and the Additional Rent as set forth in Paragraph 4 of this Lease.
- l. **"Tenant"** shall mean: **Development Authority of the North Country, its successors and assigns.**
- m. **"Tenant Improvements"** shall mean: Improvements or build out to be made to the Leased Premises.
- n. **Intentionally left blank.**
- o. **"Utilities"** included in the rent shall include: all electricity; heat, ventilation and air conditioning (HVAC); water and sewer, internet metered to Landlord. Tenant shall pay all charges for any other utilities metered to Leased Premises and charged to Tenant, and shall indemnify the landlord against any and all liability on such account.
- p. **"Refuse"** Landlord will provide dumpsters for refuse removal and include the cost thereof in the Base Rent unless otherwise stipulated in the lease. Tenant shall be responsible for bagging refuse appropriately and placing bagged refuse in dumpsters provided.
- q. **"Snow Removal"** Landlord is responsible for all snow removal for the Leased Premises, at Landlord's sole cost and expense.
- r. **"Property Taxes: Landlord is responsible for all Property Taxes for the Leased Premises, at Landlord's sole cost and expense.**

2. TERM.

The term of this Lease commences on the Commencement Date and terminates on the fifth anniversary of the Commencement Date, unless sooner extended, renewed, or terminated pursuant to any provision hereof. Tenant shall have the right to terminate this Lease upon ninety (90) days notice to Landlord, following which notice the Lease shall be terminated and of no further force and effect.

3. SECURITY DEPOSIT. Intentionally deleted.

4. RENT.

a. **Base Rent.** During the Lease Term, and the Option Periods, Tenant covenants and agrees to pay the Landlord as Base Rent, in lawful money of the United States of America, as follows:

(1) During the Original Lease Term, the sum of **\$144,000.00** to be paid in sixty (60) equal monthly installments of **\$2,400.00** for years 1-5 in advance commencing on March 1, 2025 and on the same day of each and every month thereafter for the Original Term; **This monthly lease payment includes \$1,400 of rent plus \$1,000 capital buildout repayment during the initial 5 year term,** and

(2) During the Option Period, the rent will increase at the rate of **3%** per annum yearly, in advance commencing on the date of the end of the Original Term and on the same day of each and every month thereafter for the Option Period. All time periods in excess of option periods will increase at a rate of 3% per year.

- **Year 6 rent equals \$1,442/ month or \$17,304 annually**
- **Year 7 rent equals \$1,485/ month or \$17,820 annually**
- **Year 8 rent equals \$1,530/ month or \$18,360 annually**
- **Year 9 rent equals \$1,576/ month or \$18,912 annually**
- **Year 10 rent equals \$1,623/ month or \$19,476 annually**

In the event Tenant does not tender payment of any Rent due by the tenth (10) business day after the due date, Tenant agrees to pay Landlord an additional sum equal to six (6%) percent of the monthly rental payment as a "Late Payment" penalty on or before the date the next rent payment is due.

5. USE AND OCCUPANCY.

Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and any similar bodies having jurisdiction, Tenant covenants and agrees that it shall use the Leased Premises solely for **office and related uses.**

6. CONDITION OF PREMISES, MAINTENANCE, AND REPAIRS.

a. Tenant accepts the Leased Premises as they are now and acknowledges that said Leased Premises are clean, orderly, and in good condition and repair.

b. Landlord shall maintain at its cost the roof, exterior walls, and windows of the Leased Premises, as well as all common areas (including lavatories), parking areas, driveways, sidewalks and utility systems servicing the Leased Premises. Tenant shall make any other repairs, which are required in order to maintain the Leased Premised, which repairs shall be paid for by the Tenant.

c. Tenant shall reimburse the Landlord for any maintenance repair, rebuilding, or other costs incurred by it as the result of damages caused by the negligence of the Tenant, its agents, employees, servants and invitees.

d. Landlord shall not be liable for any damage or injury incurred by Tenant for loss of business resulting from the Landlord's failure to comply with its maintenance and repair responsibilities set forth in subparagraph 6-b above, except where such failure on the part of the Landlord was willful.

e. Landlord shall not be liable for failure to provide heat, water, steam, plumbing, gas, electricity, or any other service, or for the interruption thereof, or from any defect in the lines, or equipment by which same are furnished, whether or not required to be furnished by the Landlord, due to breakdown, fire, freeze-up, strikes, water, scarcity of fuel, stoppages, or willful destruction which are not caused in whole or in part by Landlord's action or failure to act.

7. COMPLIANCE WITH REGULATIONS.

The Tenant and invitees of the Tenant shall observe and strictly comply with such reasonable rules and regulations as the Landlord may from time to time adopt.

8. ASSIGNMENT.

The Tenant and successors of the Tenant shall not assign, sell, mortgage, pledge, or otherwise encumber, transfer, or dispose of this Lease, any money or collateral deposited hereunder, or any of the rights of the Tenant hereunder, nor sublet or underlet the same, nor use or permit the Leased Premises or any part thereof to be used by others without obtaining the prior, written consent of the Landlord in each and every instance. The consent, or waiver of such consent, by the Landlord in any instance shall not in any way be construed or deemed to relieve the Tenant or any successor of the Tenant, or the heirs, distributees, executors, administrators, committee, or legal representatives of any successor, administrators, committee, or legal representatives of any successor of the Tenant, or of any person claiming any right, title, or interest by or through any successor of the Tenant, from obtaining the prior written consent of the Landlord in each and every subsequent instance.

9. COMPLIANCE WITH LAW.

a. The Tenant shall promptly comply with all present and future laws, ordinances, rules, regulations, and requirements of the City, County, State and Federal Governments, and of any agencies, bureaus, or subdivisions thereof, and of the New York Board of Fire Underwriters or of any other board or organization

exercising similar functions, and of any insurance companies writing policies insuring the Landlord or the Leased Premises, applicable to or occasioned by the nature or manner of the Tenant's use or occupancy of the Leased Premises, whether such laws, ordinances, rules, regulations, recommendations, and requirements relate to or require alterations of use in or of the Leased Premises. Notwithstanding any other provisions in this subparagraph 9-a, if any use of the Leased Premises by Tenant permitted by this Lease is hereafter prohibited by any newly-enacted law or regulation or newly-adopted amendment to any existing law or regulation, Tenant shall have the option to cancel the remaining portion of this Lease Term without obligation for Rent or Additional Rent for such remaining portion.

b. Tenant shall not use nor permit to be used any part of the Leased Premises for any dangerous, noxious, or offensive trade of business and will not cause or maintain any nuisance in or upon the Leased Premises, nor any portion thereof, to be used by the public as such, in any way as might tend to impair Landlord's title thereto.

10. TENANT'S NEGATIVE COVENANTS.

The Tenant will not:

a. Make or allow to be made any modifications, expansions or additions at or to the Leased Premises without first submitting plans and obtaining the written consent of the Landlord, which consent shall be at Landlord's sole discretion. Such alterations, if approved, must comply with the historic building's clause where applicable (as described in Exhibit "B" attached). Any and all such additions, alterations or installations shall upon completion be considered a part of the Leased Premises. At no time prior to the expiration or early termination of the Lease, may Tenant remove, except at the request of Landlord shall remove any such alteration, additions or installations. In the event Landlord requests such removal, Tenant shall promptly restore the Leased Premises, or portion or portions affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation, ordinary wear and tear excepted.

b. Permit the filing of Mechanic's Lien against the premises for failure to pay for leasehold improvements authorized by Landlord (subparagraph 10-a) and should Tenant undertake leasehold improvements, the Landlord has the right to pay to remove any liens and take legal recourse against the Tenant to recover all direct and indirect costs, including, but not limited to, payments of mechanics, suppliers, penalties, and legal fees;

c. Place any signs upon the exterior walls of the building except with consent of the Landlord. If permission is given the Tenant for the erection of any sign or signs, the Tenant agrees to save the Landlord harmless from any damage to person or property which may be caused by said sign or signs in any manner;

d. Use or occupy said Leased Premises or permit said Leased Premises to be used or occupied for any purpose deemed hazardous on account of fire, beyond the "LOW" classification, as defined in the New York State Building and Fire Code.

11. CONSTRUCTION OF LEASED PREMISES.

a. Any Work performed pursuant to this paragraph or any other alterations or subsequent improvements or repairs to the Leased Premises must comply with the Historic Building Clause as provided by landlord upon request.

12. INSURANCE; INDEMNITY.

a. Tenant at its cost shall maintain an all risks public liability and property damage insurance policy with an insurance company reasonably acceptable to Landlord with liability limits of not less than **one million (\$1,000,000) in a combined single limit policy** and **aggregate coverage of not less than two million (\$2,000,000)** insuring claims arising out of or in connection with Tenant's use or occupancy of the Leased Premises. **124-136 Franklin St. LLC as Landlord shall be named as an additional named insured** in such policies. Tenant shall, within ten days of Lease date and upon request, supply a certificate that such insurance is in force.

b. Tenant shall hold harmless, indemnify, and defend Landlord from all liability, penalties, losses, damages, costs, expenses (including legal fees and costs), causes of action, claims, and/or judgments not covered by insurance, which arise by reason of any injury or death to any person or persons, or damage to the property of any person or persons resulting from the actions or inactions of the Tenant, its agents, servants, employees, and invitees while in, upon, or in any way connected with the Leased Premises or its appurtenances or common areas, during the term of this Lease or any occupancy hereunder.

13. LANDLORD'S RIGHT TO INSPECT AND SHOW THE PREMISES.

a. Landlord shall have the right, at reasonable times during business hours, to enter the Leased Premised to inspect them.

b. During the three (3) months prior to the expiration of the Lease and/or the Option Period, Tenant will permit the Landlord or Landlord's agent to show the Leased Premises to persons interested in renting or purchasing the same, upon reasonable notice from the Landlord. Landlord, or its agents, may place upon the Leased Premises "For Sale" or "For Rent" signs or other signs to effectuate the sale or lease of the Leased Premises.

14. SIGNS.

Tenant shall not erect, affix or display on the roof, exterior walls, doors or

windows of the building containing, or the leased premises, signs advertising its' business or any sign unless prior written permission is given by Landlord, which consent shall not be unreasonably conditioned, withheld or delayed. Any such permission is subject to applicable laws, ordinances or other governmental regulations, historic criteria and building design standards. A copy of the applicable building design standards is attached hereto.

15. DESTRUCTION OR LOSS BY FIRE OR OTHER CAUSES.

If the Leased Premised shall be partially damaged by fire or other cause without the fault or negligence of the Tenant, its employees or agents, the damages shall be repaired by and at the expense of the Landlord, and the rent until such repairs are completed shall be apportioned to the part of the Leased Premised which is usable by the Tenant. In the event Landlord chooses not to undertake such repairs or fails to complete such repairs within sixty (60) days after beginning same, this Lease shall cease, effective as of date of destruction if the repairs are not undertaken or at the expiration of the sixty (60) day repair period if the repairs are begun. But if such partial damage is due to the fault or neglect of the Tenant, its agents or employees, the damages may be repaired by Landlord at the expense of the Tenant to the extent the cost is not paid by Landlord's insurance. No penalties shall accrue for delay, which may arise by reason of adjustment of insurance on the part of the Landlord or Tenant or for delay on account of any other causes. The Tenant hereby expressly agrees to be bound by the provisions of Section 227 of the Real Property Law in the event that the Leased Premises becomes untenable and unfit for occupancy. Nothing herein contained shall prejudice the right of subrogation of the Landlord's insurer.

Tenant acknowledges and agrees that Landlord shall not be liable for any property owned or stored by Tenant on the Leased Premises in the event of loss. Tenant shall indemnify Landlord for all costs, fee and judgments, including reasonable attorneys' fees accrued by Landlord as a result of suit by a third party due to such loss.

16. CONDEMNATION.

If the whole or any part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public purpose or use, then, and in that event, the term of this Lease shall expire as of the date when the possession of the part so taken shall be required for such use or purpose. The Rent, however, shall in any such case be apportioned. Tenant shall have no claim to any condemnation award(s) and agrees to promptly execute and deliver any and all documents reasonably required by Lender to carry out this sentence.

17. DEFAULT BY TENANT.

If the Tenant defaults in fulfilling any of the covenants of this Lease other than the covenants for the payment of Base Rent, Additional Rent or other sums payable by Tenant to Landlord pursuant to the Lease, and/or if the Leased Premises becomes vacant or deserted, the Landlord may give the Tenant ten (10) days' notice of intention to end the term of this Lease, and thereupon, at the expiration of said ten days (if the default continues), the term under this Lease shall end as fully and completely as if that day were the date herein fixed for the expiration of the term, and the Tenant will then surrender the Leased Premises to the Landlord, but the Tenant shall remain liable as herein provided in Paragraph 18 below.

18. REMEDIES OF LANDLORD.

a. If the notice provided for in Paragraph 17 above shall have been given and the term shall expire as aforesaid; or

b. If Tenant shall default in the payment of the Base Rent, Additional Rent or other sums due Landlord specified herein; or

c. In case of any re-entry by Landlord, expiration, or dispossession by summary proceedings, or otherwise:

(1) The Base Rent and Additional Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession, or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage fees, or putting the Leased Premised in good order, preparing the same for re-rental, or the expenses of re-renting the Leased Premises;

(2) The Landlord may re-let the premises or any part or parts thereof, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent;

(3) Tenant or the legal representatives of Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the Base Rent and Additional Rent herein specified and agreed to be paid and the net amount, if any, of the rents collected on account of any subsequent lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term if this Lease. In computing such liquidated damages, there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-renting, such as legal expenses, attorneys' fees, brokerage fees, and for keeping the Leased Premises in good order or for preparing the same for re-renting. Any such liquidated damages shall be paid in monthly

installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency or any subsequent month by similar proceeding. The Landlord at its option may make such alteration or decorations in the Leased Premises as Landlord in its sole opinion considers reasonable and necessary for the purpose of re-renting the Leased Premises; and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability as specified herein.

19. SALE.

If the Landlord conveys the property containing the Leased Premises, the Landlord shall be relieved of all covenants and obligations hereunder as of the effective date of such sale and the same shall thence forth be assumed and carried out by the purchaser thereof.

20. SURRENDER.

Upon the expiration of the term of this Lease, the Tenant shall quit and surrender the property:

- a. In as good order, condition, and state of repair as the property existed at the beginning of the term, reasonable wear and use and damage from fire or other insurance-covered casualty excepted; and
- b. free and clear of all liens, charges, or encumbrances thereon caused by any part of the Tenant; and
- c. free and clear of any and all violations thereon charged by a governmental authority.

21. SUBORDINATION.

This Lease, and all rights of the Tenant hereunder, shall be subject and subordinate to any mortgage or mortgages, and any renewals, modification, consolidation, replacements, or extensions thereof, which now are, or which may hereafter from time to time be, placed on the real property of which the Leased Premises form a part. The Tenant will, upon the written request of the Landlord, execute and deliver any further instruments necessary to effectuate any such subordination, and in the event of the Tenant's failure so to do, the Landlord is hereby authorized and empowered to execute and deliver the same for and on behalf of, and as attorney-in-fact for, the Tenant. In consideration for and as a condition to Tenant granting such subordination, the mortgagee will give Tenant a non-disturbance and attornment agreement.

22. NOTICES.

All notices required to be given hereunder unless either party informs the other party of a change of address shall be as follows:

To Landlord: 124-136 Franklin St. LLC
112 Franklin Street
Watertown, New York 13601

To Tenant: Development Authority of the North Country
317 Washington St., 4th Floor
Watertown, NY 13601

23. INSOLVENCY OF TENANT.

In the event that Tenant shall be declared insolvent or be adjudicated a bankrupt under the United States Bankruptcy Code, shall make an assignment for the benefit of creditors, or in the event that title to this Lease shall devolve involuntarily by operation of law upon any person or persons other than Tenant and/or successors or assigns, then in any event, Landlord may, at its sole option, terminate this Lease upon giving Tenant ten (10) days' prior written notice of Landlord's intention to terminate this Lease, and at the end of said ten (10) day period, this Lease shall be terminated, and notwithstanding any contrary provision of this Lease, upon such termination Landlord shall forthwith be entitled to recover damages in the amount equal to the amount of Rent reserved in this Lease for the residue thereof.

24. QUIET ENJOYMENT.

Landlord covenants and agrees that, upon Tenant's paying the Rent, Additional Rent (including Leasehold Improvements Surcharge) and performing all other obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term of this Lease and any extension of renewal thereof. This covenant shall be binding upon subsequent owners of the Leased Premises and/or the successors-in-interest of Landlord to the extent of this interest as and when they shall acquire the same and so long as they may remain such owners and/or successors-in-interest.

25. PROVISIONS SEVERABLE.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing the Base Rent of the Additional Rent, nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

27. MISCELLANEOUS.

a. The Failure of the Landlord to insist, in any one or more instances, upon strict performance of any of the covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of such covenant, but the same shall continue in full force and effect. The receipt by the Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No waiver by the Landlord of any provision hereof shall, in any event be deemed to be made unless it is in writing signed by the Landlord.

b. The giving of a particular remedy or remedies to the Landlord hereunder shall not preclude the Landlord from invoking any other remedy or remedies in law or equity, whether specifically mentioned herein or not.

c. Paragraph headings are inserted for convenience of reference only, and they shall in no way define, limit, or affect the provisions of the paragraphs which they preface.

28. ENTIRE AGREEMENT.

This Lease sets forth all of the promises, agreements, conditions, and understandings between the parties hereto relevant to the Leased Premises and to such other matters as are referred to herein, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, by or between the parties hereto other than as herein set forth. Any executory agreement hereafter made by or between the parties hereto shall be ineffective to change, waive, modify, discharge, or terminate this Lease in whole or in part unless such executory agreement is in writing and signed by the party against whom such change, waiver, modification, discharge, or termination is sought to be enforced.

29. APPLICABLE LAW.

This Lease and all extensions, renewals, modifications, and amendments thereof and thereto shall be governed by and construed in accordance with the laws of the State of New York.

30. EXECUTION.

This Lease shall not be binding or effective until it has been duly executed by both parties hereto and executed copies thereof have been delivered by the parties, each to the other.

31. SUCCESSORS AND ASSIGNS.

This Lease shall be binding upon and enure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns, including, without limitation, 124-136 Franklin St., LLC., as the Landlord.

32. OPTION TO RENEW.

Tenant shall have the option to extend the term of this Lease for an additional five (5) year term provided that there is no default in the performance of any condition of this Lease by the Tenant and further provided that the Tenant shall notify Landlord in writing not less than ninety (90) days prior to the expiration of the Lease Term that Tenant desires such extension. The extension shall be upon the same covenants, provisos and agreements as are herein contained, except that the amount of the Base Rent will increase at a rate of 3% per year thereon.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed and acknowledged this Lease Agreement on the date and year first above written.

LANDLORD:

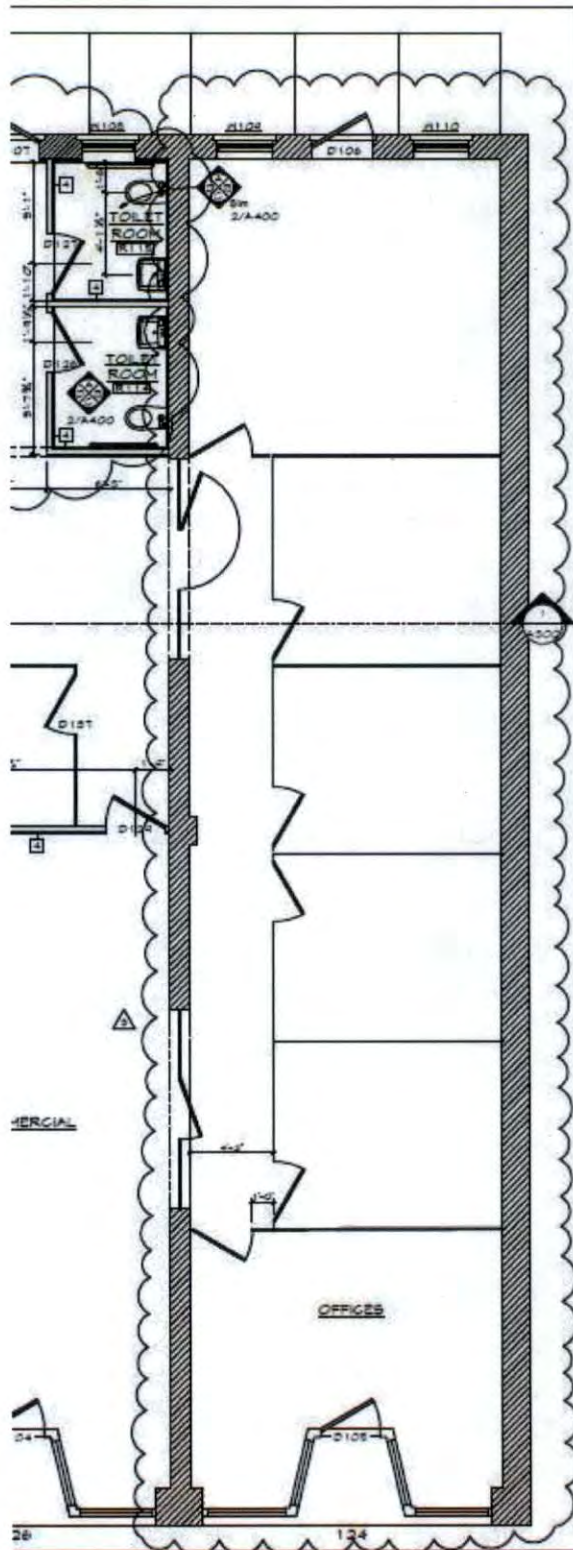
124-136 Franklin St. LLC.

By: Reginald J. Schweitzer Jr.
Executive Director-Sole Member

TENANT:

Development Authority of the North Country

By: Carl E. Farone Jr.
Executive Director



ENG LOG 10/30/23 11/01/23 12/04/24	RENOVATION OF THE STRAND LAMON BUILDING 124-126 FRANKLIN ST • HARTFORD, NEW YORK PROJECT NUMBER: 2122	DRAWING TITLE First Floor Plan DRAWING NO. A201 DATE 8/19/23
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The following additional criteria shall be complied with in any renovation, alteration, maintenance or repair undertaken in a building utilizing Historic Rehabilitation Credits:

- a. Open space without full height partitions for all areas within 20' of the front and rear walls to retain evidence of historic open character. Freestanding moveable office partitions not exceeding 6' in height may be used in any location or configuration without SHPO review.
- b. Full height ceilings in all stair halls and areas specified in "a" above. Historic wood or tin materials shall be retained in place and visible if code variance procedures are successful. Where variances are not allowed, new ceilings shall be sheetrock at the original ceiling height.
- c. Ceilings at other areas may be lowered as required for HVAC installations; any change in ceiling height shall be executed with a simple linear sheetrock soffit.
- d. Extant historic trim will be retained at all stair halls and areas specified in "a" above.
- e. Tenants shall not remove or obscure features retained in a-d above; tenants may not block historic window or door openings; Tenants may not create a false (undocumented) historic appearance.