

Board Resolution No. 2025-08-46
August 28, 2025

FISCAL YEAR 2025 CAPITAL BUDGET AMENDMENT
CRITICAL SPARE EQUIPMENT
MATERIALS MANAGEMENT DIVISION

Whereas, pursuant to **Resolution No. 2024-02-07** the Development Authority of the North Country (Authority) established a \$888,000 capital project budget for the procurement of an Articulated Hauler (Project 20-216) for the Materials Management Facility (MMF) as part of the Capital Asset Replacement Plan, and

Whereas, the actual cost to procure the Articulated Hauler was \$799,430, resulting in a remaining balance of \$88,570, and

Whereas, since the establishment of the FYE 26 capital plan for the MMF, two additional items have been identified as critical spare parts necessary to be procured to minimize potential operational downtime:

- 1) a spare excavator bucket for Asset 577 (John Deere 470P Excavator); and
- 2) a portable air compressor to serve as a backup in the event of failure of the existing air compressors located in the main compressor building, which support the landfill gas system; and,

Whereas, the cost to purchase a spare excavator bucket and a portable compressor is \$63,000.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the capital budget for the purchase of the Articulated Hauler (Project 20-216), reducing the budget by \$63,000, from \$888,000 to \$825,000; and be it further

RESOLVED, that the Development Authority of the North Country hereby authorizes the Chief Financial Officer to establish a new Materials Management capital project, titled Critical Spare Equipment, in the amount of \$63,000 to purchase a spare excavator bucket and a portable compressor.

Motion by: A. MacKinnon
Seconded by: K. Bibbins

Voting:

Bibbins – **Yes**

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

McGrath – **Present***

* - indicates attendance via videoconference.

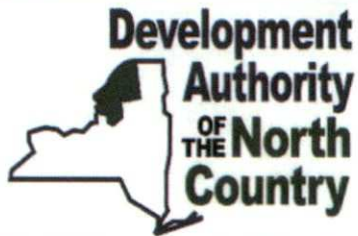
* - indicates voting member attending using audio only, unable to vote.

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. 2025-08-46 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-47
August 28, 2025

CAPITAL PROJECT AUTHORIZATION
TELECOMMUNICATIONS DIVISION
NATIONAL GRID NETWORK EXPANSION

Whereas, National Grid has requested that the Development Authority of the North Country (Authority) develop a broadband solution to support connectivity across multiple locations within its North Country service area, and

Whereas, the National Grid service area includes a large majority of Jefferson, Lewis and St. Lawrence counties and this project will provide a more reliable and secure power monitoring, operations, and management network, and

Whereas, the Authority has designed a solution that will require the installation of additional Dense Wave Division Multiplexing (DWDM) equipment to create a 10 Gigabit per second (Gbps) wave core ring at a cost of \$610,000, and

Whereas, the Authority will utilize \$167,130 from its existing DWDM equipment inventory and \$142,870 from the NTIA Middle Mile Broadband Project (Project Number 30-696) to support such project; requiring \$300,000 in additional capital to complete, and

Whereas, National Grid will pay the Authority for a twenty-year Indefeasible Right of Use (IRU) of the 10 Gbps wave core ring, to include colocation of equipment at Authority Central Offices, and

Whereas, upon completion of the 10 Gbps wave core ring, it is anticipated that National Grid will request additional projects to construct fiber from the 10 Gbps wave core ring to National Grid's locations. Such requests will require board authorization as additional capital outlay by the Authority to construct fiber will be required, and

Whereas, the revenue generated from this project will cover the capital and operating costs for the term of the IRU.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby authorizes the Chief Financial Officer to establish a new Telecommunications capital project, titled National Grid Network Expansion, for the purchase of DWDM equipment in the amount of \$300,000; and be it further

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to negotiate and enter into a twenty-year Indefeasible Right of Use and Central Office Colocation Agreement with National Grid for a 10 Gbps wave core ring.

Motion by: D. Mastascusa
Seconded by: M. Hall

Voting:

Bibbins – **Yes**

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

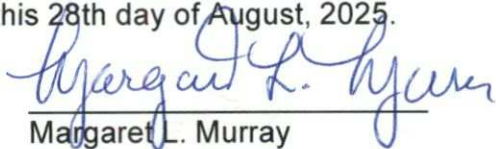
McGrath – **Present***

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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. 2025-08-47 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-48
August 28, 2025

ARMY WATERLINE PIPELINE REPLACEMENT – PHASE II PROJECT
SEQRA TYPE II ACTION
NO SIGNIFICANT IMPACT ON THE ENVIRONMENT

Whereas, the Development Authority of the North Country will undertake needed improvements to the Army Water Line (AWL) that will include the replacement of existing pipeline, and

Whereas, the AWL was constructed in 1990 to provide drinking water from the City of Watertown to Fort Drum and the surrounding communities. The AWL is a 20-inch diameter ductile iron pipe that is 11.5 miles long. In 2021 an integrity assessment of the AWL was performed, which showed there were sections of the AWL that necessitated replacement. The sections of the AWL were prioritized based on the level of deterioration, and in 2023 a Phase I project was completed that included the replacement of 13,600-ft of the waterline with new 24-inch pipe in the same trench, and

Whereas, an additional six segments located along the Kanik Nature Trail, Sanford Corners Road, NYS Route 342, NYS Route 283, Nash Boulevard, and 4th Street East totaling approximately 12,900 feet were classified as moderate risk for failure, exhibiting up to 50% wall thickness loss. These sections remain in service and are scheduled for replacement under the Phase II Army Waterline Replacement Project to maintain the integrity and reliability of the water supply system serving Fort Drum, and

Whereas, this work will be completed with minimal land disturbance and the majority (if not all) of the proposed work will be located within the existing AWL trench. Overall, the proposed project is needed to maintain functionality and operations of the existing AWL. The proposed project, as described in this resolution, meets the following Type II classifications under 6 NYCRR 617.5(c) of the State Environmental Quality Review Act (SEQRA): (1) maintenance or repair involving no substantial changes in an existing structure or facility; and (2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, and

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

Now, therefore, be it

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

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

Voting:

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

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

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

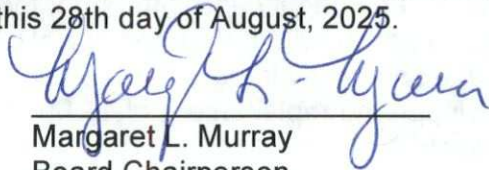
Henry – **Absent**
Hunt – **Present**
McGrath – **Present***

* - 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. 2025-08-48 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-49
August 28, 2025

**RECONSTRUCTION FINANCING
FORT DRUM WATER LINE – PHASE 2
ISSUANCE AND SALE OF AUTHORITY BONDS, NOTE(S) OR OTHER OBLIGATIONS**

Whereas, the Development Authority of the North Country (the “Authority”) constructed and has operated, since 1990, a water line and related facilities between Fort Drum and the City of Watertown Water Treatment Plant and it is necessary and desirable to replace approximately 12,900 feet of ductile iron pipe with high density polyethylene pipe (the “Project”), and

Whereas, pursuant to Title 29 of the Public Authorities Law (the “Act”), the Development Authority is authorized and deems it necessary to finance the cost of such Project, estimated not to exceed the aggregate principal amount of \$15,300,000, including costs incidental thereto, and

Whereas, pursuant to **Resolution No. 2025-08-48** the Authority has heretofore complied with the New York State Environmental Quality Review Act with respect to this Project and determined it to be a Type II action, requiring no further action.

Now, therefore be it

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

Section 1.

The Authority hereby finds and determines that:

- a) By virtue of the Act, the Authority has been vested with all the powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act, and
- b) The Project constitutes one of the Authority's corporate purposes under the Act, for which Obligations of the Authority may be issued.
- c) It is desirable and in the public interest for the Authority to issue its bonds or notes (the “Obligations”) in an aggregate original principal amount not to exceed \$15,300,000 to pay costs of the Project.

Section 2.

The Authority is hereby authorized to undertake the Project and to issue and execute, sell and deliver the Obligations having a maturity not to exceed thirty years to finance costs thereof, in an original aggregate amount not to exceed \$15,300,000, pursuant to the Act, provided that:

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

Section 3.

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

- a) The bonds, notes or other Obligations, including, without limitation, the authority to determine and carry out the following:
 1. the sale of the Obligations at public or private sale;
 2. the principal amount of Obligations to be issued, not to exceed \$15,300,000 in the aggregate original principal amount;
 3. the issuance of the Obligations, or a portion thereof, as tax-exempt obligations under the Code or as taxable obligations;

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9

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

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

Voting:

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

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

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

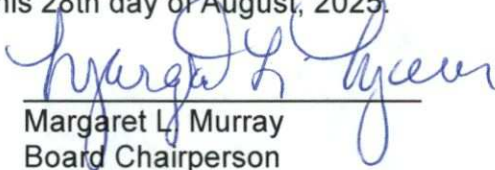
Henry – **Absent**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

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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. 2025-08-49 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-50
August 28, 2025

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

Whereas, pursuant to **Resolution No. 2025-02-16** the Development Authority of the North Country (Authority) established a \$770,250 Warneck Pump Station (WPS) Federal Emergency Management Agency (FEMA) Repairs capital project (Project 41-067). Such project was authorized to make necessary repairs to damaged infrastructure at the WPS as a result of extreme weather events in August 2024 from Hurricane Debby, and

Whereas, the Authority anticipates receiving reimbursements from FEMA and New York State Department of Homeland Security for the WPS FEMA Repairs capital project in the amount of 75% and 12.5%, of eligible project costs, respectively, and

Whereas, the project was competitively bid under three contracts (Contract 1 – General Construction and Alternate 1A, Contract 2 – Electrical Construction and Alternate 2A, and Contract 3 - Mechanical/HVAC Construction) in accordance with the Authority's procurement process, and

Whereas, the as-bid total project cost to complete the WPS FEMA Repairs project (Project 41-067) is \$1,065,250, and

Whereas, pursuant to **Resolution No. 2024-03-31** the Authority increased the WPS Pump, Flow Meter and Controls Upgrades (Project 41-064) capital project budget from \$263,000 to \$389,000. Upon completion of a third-party vendor assessment of the final pump to be rebuilt, the cost of refurbishment of the final pump has been deemed an eligible expense by FEMA and should therefore be charged to Project 41-067 "WPS FEMA Repairs", and

Whereas, pursuant to **Resolution No. 2025-02-10** the Authority established a \$324,632 capital budget to replace our Closed-Circuit Television (CCTV) Sewer Camera (Project 41-069). The actual cost to replace the CCTV equipment is \$204,632.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Water Quality Division Capital Budget for WPS Pump, Flow Meter and Controls Upgrades (Project 41-064) from \$389,000 to \$319,000, and be it further

RESOLVED, that the Development Authority of the North Country does hereby amend the Water Quality Division Capital Budget for CCTV Sewer Camera Replacement (Project 41-069) from 324,632 to \$204,632, and be it further

RESOLVED, that the Development Authority of the North Country does hereby amend the Water Quality Division Capital Budget for WPS FEMA Repairs (Project 41-067) from \$770,250 to \$1,065,250, and be it further

RESOLVED, that matching funds for the WPS FEMA Repairs (Project 41-067) capital project shall be funded from Army Sewer Line revenue.

Motion by: K. Bibbins
Seconded by: M. Hall

Voting:

Bibbins – **Yes**

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

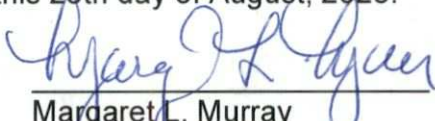
McGrath – **Present***

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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. 2025-08-50 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-51
August 28, 2025

2025 HOME PROGRAM YEAR
AUTHORIZING CONTRACTS

Whereas, the Administrative Board for the North Country HOME Consortium met and awarded funding from its 2025 Housing and Urban Development (HUD) HOME allocation in the amount of \$938,996.80, and

Whereas, the following organizations will receive HOME contracts for funding:

Organization	Amount	Use of Funds
Snow Belt Housing	\$299,182.28	Owner Occupied Rehab
Clayton Improvement Association	\$205,965.00	Owner Occupied Rehab
Kamargo Housing Development Fund Company	\$248,000.00	Rental Rehabilitation
Development Authority of the North Country	\$35,000	Grant Administration
Jefferson County	\$10,000	Grant Administration

Whereas, the CHDO funds of \$140,849.52 were not committed to a project and will carry-forward to 2026, and

Whereas, the Development Authority of the North Country, as Grant Administrator, must enter into a contractual agreement with awardees in order to disburse HOME funding and provide ongoing monitoring of HOME projects on behalf of the Consortium.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to execute HOME contracts based upon awards made by the North Country HOME Consortium Administrative Board.

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

Voting:

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

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

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

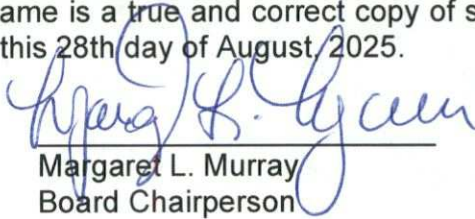
Henry – **Absent**
Hunt – **Present**
McGrath – **Present***

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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. 2025-08-51 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-08-52
August 28, 2025

ECONOMIC DEVELOPMENT FUND
FORT DRUM REGIONAL LIAISON ORGANIZATION
LOAN

Whereas, the Fort Drum Regional Liaison Organization (FDRLO), doing business as Advocate Drum, is requesting a revolving line of credit of \$150,000 from the Economic Development Fund to bridge New York State grants until reimbursement is received, and

Whereas, FDRLO's mission is to protect and enhance Fort Drum's military value, sustain and leverage its economic and cultural significance to the Fort Drum region and New York State, and foster effective communication between the installation and its civilian neighbors to promote mutual support and understanding, and

Whereas, FDRLO has received a \$1 million grant from Empire State Development for operational expenses and marketing, and

Whereas, FDRLO has received a \$600,000 grant from Empire State Development to implement the Live, Love, Stay initiative for Next Move NY, and

Whereas, FDRLO requires a line of credit for cash flow as it awaits the receipt of grant funds from New York State, and

Whereas, Carl E. Farone Jr., the Authority's Executive Director, is on the Board of Directors of the FDRLO, and

Whereas, Carl E. Farone Jr. did not take part in any meeting of the FDRLO where such loan was discussed and was not party to underwriting the loan or making a recommendation to the Authority's Board, 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 \$150,000 line of credit from the Economic Development Fund to bridge New York State grants at the attached Terms and Conditions, and further authorizes the Executive Director or the Chief Financial Officer to execute all necessary documents.

Motion by: K. Bibbins
Seconded by: A. MacKinnon

Voting:

Bibbins – **Yes**

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

McGrath – **Present***

* - indicates attendance via videoconference.

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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. 2025-08-52 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Fort Drum Regional Liaison Organization (d/b/a Advocate Drum)

Loan Fund: Economic Development Fund

Loan Amount: \$150,000.00 revolving line of credit

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

Rate: $\frac{1}{2}$ Wall Street Journal Prime plus 1 fixed at closing

Payment: Monthly interest only payments

Economic Development Loan Fund

BORROWER: Fort Drum Regional Liaison Organization (DBA Advocate Drum)

BUSINESS LOCATION: 131 Washington Street, Watertown, NY 13601

OWNERSHIP: 501 C 4 not for profit

OFFICERS:

Dave Zembiec	President
Ryan Piche	Vice President
Stephen Todd	Secretary
Katie Malinowski	Treasurer

AMOUNT: \$150,000.00, revolving line of credit

TERM: 36 months, or upon receipt of grant funds to pay-off loan, whichever occurs first

RATE: ½ Wall Street Journal Prime plus 1 set at closing, (4.75% as of 8/18/2025)

PAYMENTS: Monthly interest only payments.

COLLATERAL: Assignment of grant proceeds

USE OF FUNDS: \$150,000 to bridge NYS Grant, upon receipt of grant proceeds will pay-off loan.

GUARANTORS: None

EMPLOYEES:

Current:	2 FTE
Years 1-3:	<u>1 FTE</u>
Total:	3 FTE

USE OF FUNDS:

SOURCES OF FUNDS		USES OF FUNDS	
ESD Grant-Approved	\$1,000,000	Working Capital	\$1,600,000
Next Move NY-Approved	<u>\$ 600,000</u>		
Totals	\$1,600,000	Totals	<u>\$1,600,000</u>

DANC funds providing a LOC to cash flow the repayments coming from Empire State Development for the \$1 million and \$600,000 grants. Advocate Drum has other cash resources and a line of credit with a lender to help bridge cash flow needs.

Economic Development Loan Fund

PROJECT:

Advocate Drum is requesting \$150,000 as a revolving line of credit for working capital as it awaits reimbursement from New York State for two grants it received. These grants both reimburse after the work is completed. The delays have placed a temporary strain on the organization's cash flow.

Advocate Drum was awarded a \$1 million grant from New York State to help support its community-based services. To date, they have spent \$455,840 of which \$104,103 has been received from ESD and \$351,737 has been submitted for reimbursement. These funds have been used for marketing, salaries and other operating expenses.

They received \$600,000 from Empire State Development through the Next Move NY program. This is a reimbursement grant as well. Advocate Drum is hiring a staff person to oversee the implementation of their Live, Love, Stay programs. Other uses include funding to ANCA for DEI initiatives and regional Live, Love, Stay programs.

Advocate Drum's mission is to protect and enhance Fort Drum's military value, sustain and leverage its economic and cultural significance to the Fort Drum region and New York State, and foster effective communication between the installation and its civilian neighbors to promote mutual support and understanding. **It is a membership organization, of which the Development Authority is a paying member and Carl E. Farone Jr is on the board of directors.**

FINANCIALS:

Historical

	<u>2023</u>	<u>2023</u>	<u>7/31/2025</u>
Total Support and Revenue	\$239,282	\$539,985	\$429,130
Operating Expenses	\$278,066	\$327,282	\$378,640
Change in Net Assets from Operations	(\$38,784)	\$212,703	\$50,490
Other Gain/(Loss)	\$0	\$0	\$0
Change in Net Assets	(\$38,784)	\$212,703	\$50,490

- The historical financial information for 2023 and 2024 was from the organization's audit. The 2025 information was internally prepared. The fiscal year end is December 31.
- Primary income in 2023 is from contributions of \$124,000, member dues of \$67,218, and the regional marketing campaign of \$43,963. In 2024, income was from contributions of \$127,002, member dues of \$71,270, and grant income of \$289,774.
- Salaries and related benefits were \$73,105 in 2023, and \$127,698 in 2024. The Executive Director began in August 2024. Other primary expenses were marketing and public relations of \$81,207 in 2023 and \$64,320 in 2024, professional fees of \$91,404 in 2023

Economic Development Loan Fund

and \$94,147 in 2024, rent of \$9,655 in 2023 and \$11,400 in 2024, and travel and conferences of \$6,394 in 2023 and \$10,624 in 2024.

- There are no interest or depreciation to add back for cash flow purposes. Advocate Drum has sufficient cash on hand to pay interest on the loan. Worst case, interest on the \$150,000 for one year is \$7,125.

Balance Sheet

	12/31/2023	12/31/2024	7/31/2025
Current Assets	\$241,699	\$457,582	\$515,014
Fixed Assets	\$0	\$0	\$0
Total Assets	\$241,699	\$457,482	\$515,014
Current Liabilities	\$4,154	\$7,334	(\$1,260)
Long-Term Liabilities	\$0	\$0	\$0
Total Liabilities	\$4,154	\$7,334	(\$1,260)
Net Assets	\$237,545	\$450,248	\$516,274
Total Liabilities & Net Assets	\$241,699	\$457,582	\$515,014

- Biggest change in current assets in 2024 over 2023 was in grant receivable which went from \$0 in 2023 to \$289,774 in 2024. Grant receivable represents that portion of the ESD grant that has been billed but not collected as of the date of the audit.
- The organization has no fixed assets. It has no debt.
- The organization has a \$100,000 line of credit that it opened on November 9, 2017 that carries interest at a prime rate. As of December 31, 2024 the interest rate is prime +0% per year. The line of credit is renewable annually based on financial review. The line of credit is secured by any and all accounts receivable held by the organization. The outstanding balance for both years ended 2024 and 2023 as \$0.

Credit:

The Credit Logic Score for the Fort Drum Regional Liaison Organization is 89, with an average Failure Assessment. There are no days beyond terms reported either current, or historical. It has no derogatory public records, collection accounts, or pending lawsuits. It has 3 trade lines with a total credit limit of \$200 with a current balance of \$100.

Collateral Analysis

- Authority doesn't usually take collateral other than the assignment of grant proceeds.

Contingencies:

- ESD grant of \$1 million and \$600,000

STAFF RECOMMENDATION:

Economic Development Loan Fund

Staff recommends a loan of up to \$150,000 from the Economic Development Loan Fund to the Fort Drum Regional Liaison Organization D/B/A Advocate Drum based upon the terms and conditions above.



Board Resolution No. 2025-08-53
August 28, 2025

TECHNICAL SERVICES AGREEMENT
LAKE CHAMPLAIN LAKE GEORGE REGIONAL PLANNING BOARD

Whereas, the Lake Champlain Lake George Regional Planning Board (LCLGRP) has requested that the Development Authority of the North Country provide loan underwriting services for its revolving loan funds, and

Whereas, LCLGRP was created by NYS as a regional planning entity to assist communities in Clinton, Essex, Hamilton, Warren and Washington Counties, and

Whereas, LCLGRP has had difficulty in retaining staff to provide loan underwriting services to the organization, and

Whereas, Authority staff works with the LCLGRP when packaging loans for projects using regional funds, and

Whereas, Authority staff provides similar services to the St. Lawrence County IDA, Franklin County IDA, Lewis County IDA, Town of Gouverneur, City of Ogdensburg, and the North Country Economic Development Fund.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into the attached Technical Services Agreement with the Lake Champlain Lake George Regional Planning Board to provide loan underwriting services.

Motion by: D. Mastascusa
Seconded by: M. Hall

Voting:

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

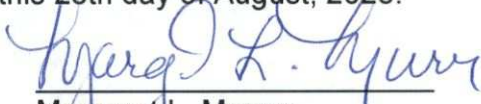
Non-Voting:

Henry – **Absent**
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. 2025-08-53 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 28th day of August, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of August, 2025.


Margaret L. Murray
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT**

WITH THE

LAKE CHAMPLAIN LAKE GEORGE REGIONAL PLANNING BOARD

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

LAKE CHAMPLAIN LAKE GEORGE REGIONAL PLANNING BOARD, a regional planning and development organization created under NYS law Article 12-B, Section 239b of General Municipal Law having an office building and principal place of business located at 1 Lower Amherst Street, P.O. Box 765, Lake George, New York 12845, herein after referred to as "LCLGRP",

And

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

Recitals

- A. The LCLGRP must undertake a financial review of each application to its loan programs in order to determine the applicant's ability to repay proposed debt financing.
- B. The LCLGRP has requested technical services from the Authority to provide loan underwriting for applications to its business loan programs.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

WHEREFORE, the parties hereto agree as follows:

- A. The LCLGRP will receive all applications, review them for completeness, and forward the completed applications to the Authority for review.
 - B. The Authority has no responsibility or authority in the decision process for the decision of the LCLGRP to make any loan.
1. The scope of services that will be performed by the Authority consists of the following:

- (a) Upon receipt of a complete application from the LCLGRP, the Authority will perform a financial review of each application to determine the ability of the borrower to reasonably repay debt.
 - (b) The Authority will prepare and deliver to the LCLGRP a summary report for each application to include: a project description; financial review; collateral analysis to include loan-to-value; review of personal credit history of borrowers and guarantors; a listing of project strengths and weaknesses and any other financial analysis the LCLGRP or Authority deem appropriate to evaluate the project.
 - (c) The LCLGRP is solely responsible for negotiating with the applicant regarding collateral, loan terms or conditions.
 - (d) Upon receipt of a completed application, the Authority will require at a minimum 5 business days to complete the review of an application. Upon completion of the loan underwriting review, the Authority will provide the LCLGRP with a loan summary report.
2. The LCLGRP shall pay the Authority for such services at the labor rate for the specific job classification performing the services (see Table 1) for each application. These rates are effective 4/1/2025. Authority Labor Rates are adjusted annually on 4/1. The Authority will notify the LCLGRP in writing of such adjustments.

TABLE 1 – Authority Labor Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$115	NA
Project Development Spec.	\$72	NA

- 3. The Authority shall bill quarterly upon invoices properly itemized and supported, and payment thereof shall be made by the LCLGRP within 30 days of receipt of each invoice.
- 4. The LCLGRP will be responsible for additional direct costs associated with loan underwriting services to include, but not limited to, credit reports and travel associated with meeting with applicants, when necessary.
- 5. The LCLGRP shall provide the reasonable support services of its staff as appropriate to assist in providing the Authority with complete applications for review.
- 6. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the LCLGRP as additional insured on the liability policy.

7. The LCLGRPБ shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
8. (a) The LCLGRPБ 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 actions or omissions of the LCLGRPБ under this Agreement.

(b) The Authority will at all times indemnify and save harmless the LCLGRPБ 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 actions or omissions of the Authority under this Agreement.
9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the LCLGRPБ for damages, breach of contract, or otherwise, or for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The LCLGRPБ 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.
10. 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 LCLGRPБ. 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.
11. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. 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 LCLGRPБ 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 LCLGRPБ arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. The Authority is an independent contractor with the LCLGRPБ 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.
13. No waiver by LCLGRPБ 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.

**DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY**

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

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

On this ____ day of _____, 2025, before me personally came Carl E. Farone Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Development Authority of the North Country.

NOTARY PUBLIC