APPROVING AUDITED FINANCIAL STATEMENTS, SINGLE AUDIT, AGREED UPON PROCEDURES, AND REPORT ON INVESTMENTS FOR FISCAL YEAR ENDING MARCH 31, 2018

Whereas, the Development Authority of the North Country appointed the accounting firm of Bonadio and Company, LLP, CPA, to audit its financial statements, complete a Single Audit, perform Agreed Upon Procedures related to the Regional Water Line and Report on Compliance with Laws Related to Investment Guidelines of the Authority as of and for the year ended March 31, 2018, and

Whereas, Bonadio and Company, LLP, CPA, has completed all necessary procedures in compliance with Generally Accepted Auditing Standards and have issued an unmodified opinion on the financial statements, and

Whereas, Bonadio and Company, LLP, CPA, has completed all necessary procedures in compliance with; 1) auditing standards generally accepted in the United States of America, 2) Government Auditing Standards, and 3) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and have issued an unmodified opinion on the Single Audit, and

Whereas, Bonadio and Company, LLP, CPA, has conducted the Agreed-Upon Procedures engagement on the Authority’s Regional Water Line in accordance with attestation standards established by the American Institute of Certified Public Accountants, and reported no exceptions, and

Whereas, Bonadio and Company, LLP, CPA, has prepared an Independent Auditor’s Report on Compliance with Laws and Regulations Related to Investment Guidelines for Public Authorities, and reported that with respect to the items tested, the Authority complied in all material respect with its investment policy as well as the applicable State Comptroller’s Investment Guidelines for Public Authorities, and

Whereas, the Audit Committee of the Authority Board has reviewed the Audited Financial Statements, Single Audit, Agreed Upon Procedures and Report on Investments as of and for the year ending March 31, 2018 and recommends acceptance to the Board.

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

RESOLVED, that the Development Authority of the North Country does hereby accept the Audited Financial Statements, Single Audit, Agreed Upon Procedures and Report on Investments, as of and for the year ended March 31, 2018.
Motion by: D. Mastascusa
Seconded by: A. MacKinnon

Calligaris - Yes  Heffron - Yes  Johnson - Absent  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray – Yes
Doheny – Present  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-76 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

\[Signature\]
Gary Turck
Board Chairman
APPROVING THE ASSESSMENT OF THE EFFECTIVENESS
OF INTERNAL CONTROLS OF THE DEVELOPMENT AUTHORITY OF
THE NORTH COUNTRY FOR FISCAL YEAR 2018

Whereas, pursuant to Section 2800(9) of New York State Public Authorities Law, the
Development Authority of the North Country shall prepare an Assessment of the
Effectiveness of its Internal Controls structure and procedures, and

Whereas, Executive Management has prepared the attached Assessment of the
Effectiveness of Internal Controls for Fiscal Year 2018 and recommends approval of such
Assessment, and

Whereas, the Audit Committee has reviewed Executive Management’s
recommendation and concurs with the recommendation.

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

RESOLVED, that the Development Authority of the North Country does hereby
approve the attached Assessment of the Effectiveness of Internal Controls of the
Development Authority of the North Country, for the fiscal year 2018.

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

<table>
<thead>
<tr>
<th>Calligaris - Yes</th>
<th>Hefferon - Yes</th>
<th>Johnson - Absent</th>
<th>Mastascusa - Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carter - Yes</td>
<td>Hollenbeck - Present</td>
<td>MacKinnon - Yes</td>
<td>Murray - Yes</td>
</tr>
<tr>
<td>Doheny - Present</td>
<td>Hunt - Present</td>
<td>McGrath - Present</td>
<td>Turck - Yes</td>
</tr>
</tbody>
</table>

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-77 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 21st day of June, 2018, and that
same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand
this 21st day of June, 2018.

Gary Turck
Board Chairman
Assessment of the Effectiveness of Internal Controls – FY 2018

It is the policy of the Authority to prepare its financial statements in conformity with accounting principles generally accepted in the United States of America as set forth by the Governmental Accounting Standards Board for proprietary funds. We accomplish this by adhering to the Development Authority’s Accounting Manual which documents and outlines a system of internal controls which is developed to reduce fraud and abuse and to produce financial statements on a consistent basis.

The Development Authority of the North Country has developed an Accounting Manual which documents the principles, policies and procedures governing the Authority’s accounting practices.

The principles, policies and procedures provide:

- A foundation for a system of internal controls
- Guidance in current financial activities
- Criteria for decisions on appropriate accounting treatment.
- Accounting staff with direction and guidance in connection with those accounting transactions, procedures, and reports that should be uniform throughout the Authority.

When consistently applied throughout the Authority, these principles and policies assure that the various financial statements issued by the Authority accurately reflect the results of the Authority’s operations.

Internal controls provide a system of checks and balances intended to identify irregularities, prevent waste, fraud and abuse from occurring, and assist in resolving discrepancies that are accidentally introduced in the operations of the business. Examples of internal controls implemented at the Development Authority are as follows:

- Dual signatures are required for disbursements in excess of $15,000
- Requisitions and purchase orders must be authorized prior to encumbering Development Authority funds. Invoices received must be authorized prior to payment.
- Employee reimbursements are appropriately documented, approved by the employee’s supervisor and audited by Compliance staff prior to payment.
- Bank accounts are reconciled monthly and are reviewed and approved by the Comptroller.
- Accounting functions have been divided among employees so that the work of one employee complements and acts as a check on the work of another.

The system of internal controls of the Development Authority are monitored on a continual basis by the Comptroller and audited by Compliance staff who report the results of such audits to the Executive Director.

On an annual basis, the financial statements of the Development Authority are audited by an independent CPA firm. While the auditors were not engaged to perform an audit of internal controls, the auditors did not identify any deficiencies in internal control that they considered to be a control deficiency, significant deficiency, or material weaknesses during the audit for the fiscal year ended March 31, 2018.

In summary, the present internal control structure of the Development Authority is sufficient to meet the internal control objectives that pertain to the prevention and detection of fraud, errors and irregularities in the financial reporting of the Development Authority.
Board Resolution No. 2018-06-78
June 21, 2018

APPROVING ANNUAL BOND SALES REPORT
FOR FISCAL YEAR ENDING MARCH 31, 2018

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

Whereas, the Authority’s Bond Sale Policy requires that the Authority shall annually prepare and approve a Bond Sales Report. The Bond Sales Report shall include the results of any Bond Sales during the year, to include Underwriter’s Compensation, Net Interest Cost, and the Method of Sale.

Whereas, Executive Management has reviewed and recommends approval of the Annual Bond Sales Report for the fiscal year ending March 31, 2018, as attached, and

Whereas, the Audit Committee has reviewed Executive Management’s recommendation and concurs with the recommendation.

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

RESOLVED, that the Development Authority of the North Country hereby approves the Annual Bond Sales Report for the fiscal year ending March 31, 2018, attached hereto and incorporated in this Resolution.

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

Calligaris - Yes   Hefferon - Yes   Johnson – Absent   Mastascusa - Yes
Carter – Yes   Hollenbeck - Present   MacKinnon – Yes   Murray - Yes
Doheny – Present   Hunt - Present   McGrath - Present   Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-78 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
Development Authority of the North Country  
Annual Bond Sales Report  
Fiscal Year Ended March 31, 2018

Issuances

<table>
<thead>
<tr>
<th>Bond Issue</th>
<th>Date Issued</th>
<th>Amount ($000)</th>
<th>Net Interest Cost</th>
<th>True Interest Cost</th>
<th>Underwriter Compensation</th>
<th>Method of Sale</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Debt Issued</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

Outstanding Bonds as of March 31, 2018

<table>
<thead>
<tr>
<th>Bond Issue</th>
<th>Balance @ 3/31/18 ($000)</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series 2010c SWMF Revenue Bonds</td>
<td>$ 765</td>
<td>2019</td>
</tr>
<tr>
<td>Series 2015 SWMF Revenue Bonds</td>
<td>$ 8,050</td>
<td>2040</td>
</tr>
</tbody>
</table>
TECHNICAL SERVICES AGREEMENT AMENDMENT
VILLAGE OF CLAYTON
WATER TREATMENT SYSTEM IMPROVEMENT PROJECT

Whereas, pursuant to Resolution No. 2012-03-16, the Development Authority of the North Country (Authority) and the Village of Clayton (Village) entered into an Agreement dated March 12, 2012 to provide Technical Services for the Village’s Water System Improvement Project, for an amount not to exceed $5,000, and

Whereas, pursuant to Resolution No. 2015-10-104, the Authority entered into Amendment 1 dated September 14, 2015 to expand the Authority’s scope of services to include project management and fiscal coordination tasks related to the design phase of the project for an additional expense of $20,000, bringing the not to exceed amount of the contract to $25,000, and

Whereas, pursuant to Resolution No. 2017-08-84, the Authority entered into Amendment 2 dated June 26, 2017 to increase the Authority’s level of effort, resulting in additional expenses of $20,000, bringing the not to exceed amount of the contract to $45,000, and

Whereas, the Village extended the duration of the project through October 31, 2018 to complete standpipe improvements and December 31, 2019 to complete water system improvements as municipal betterments being completed in conjunction with the New York State Department of Transportation Route 970L project, and requested the Authority provide technical support through this period, and

Whereas, to extend the Authority’s services will result in additional work and will increase the Authority’s level of effort, resulting in additional expenses of $10,000, bringing the not to exceed amount of the contract to $55,000.

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

RESOLVED, that the Technical Services Agreement Amendment No. 3, by and between the Authority and the Village of Clayton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.
Motion by: D. Mastascusa  
Seconded by: M. Murray

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th></th>
<th>Absent</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Calligaris</td>
<td></td>
<td></td>
<td>Mastascusa</td>
<td>Yes</td>
</tr>
<tr>
<td>Carter</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Murray</td>
</tr>
<tr>
<td>Doheny</td>
<td>Present</td>
<td>Hunt</td>
<td>Present</td>
<td>McGraph</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairman 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. 2018-03-79 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gafy Turck  
Board Chairman
AMENDMENT 3

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER TREATMENT SYSTEM IMPROVEMENT PROJECT

WITH THE

VILLAGE OF CLAYTON

WHEREAS, the Development Authority of the North Country (Authority) and the Village of Clayton (Clayton) entered into an Agreement dated March 12, 2012 for an amount not to exceed $5,000 to provide preliminary engineering services related to the review of preliminary engineering documents for the Clayton Water System Improvement project; and

WHEREAS, the Village completed a final Preliminary Engineering Report (Water System Assessment, O'Brien & Gere August 2013, updated May 2015), and

WHEREAS, the Village passed a Bond Resolution on August 24, 2015, completed SEQR on September 2, 2015; and

WHEREAS, the Village authorized Amendment 1 on September 14, 2015 to expand the Authority's scope of services to include project management and fiscal coordination tasks related to the design phase of the project for an additional expense of $20,000, and

WHEREAS, the Village received state and federal funding to minimize user fees to complete the necessary infrastructure improvements in 2016, and

WHEREAS, The Village issued Notice of Award letters to contractors on June 19, 2017 and requested the Authority expand its scope of services to include project management and fiscal coordination tasks related to the construction phase of the project, and

WHEREAS, the Village authorized Amendment 2 on June 26, 2017 to increase the Authority's level of effort, resulting in additional expenses of $20,000, bringing the not to exceed amount of the contract to $45,000, and

WHEREAS, the Village extended the duration of the project through October 31, 2018 to complete standpipe improvements and December 31, 2019 to complete water system improvements as municipal betterments being completed in conjunction with the New York State Department of Transportation Route 970L project, and
WHEREAS, to extend the Authority's services will result in additional work and will increase the Authority's level of effort, resulting in additional expenses of $10,000, bringing the not to exceed amount of the contract to $55,000.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to $55,000.

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:_________________________

James W. Wright
Executive Director

VILLAGE OF CLAYTON

By: ________________________

Norma Zimmer
Mayor
Board Resolution No. 2018-06-80
June 21, 2018

TECHNICAL SERVICES AGREEMENT
TOWN OF DIANA
MUNICIPAL DISSOLUTION IMPLEMENTATION

Whereas, the Development Authority has been working with the Village of Harrisville pursuant to Resolution No. 2016-08-86, to facilitate a Municipal Dissolution Study and Dissolution Implementation Plan, and

Whereas, The Village Dissolution Study Committee developed a Village Dissolution Implementation Plan that was presented to the public, the Village of Harrisville Board, and the Town of Diana Board. The Town Board endorsed the Village Dissolution Implementation Plan at a Town Board meeting held December 12, 2017 whereby the Village would dissolve into the Town of Diana according to the Implementation Plan. The Village of Harrisville Board approved the Village Dissolution Implementation Plan at a Village Board meeting held on March 12, 2018 and held a public referendum on Village Dissolution on May 15, 2018 whereby the Village registered voters voted in favor to dissolve the Village according to the Implementation Plan effective December 31, 2018, and

Whereas, the Town will be applying for a Local Government Citizens Re-Organization Empowerment Grant (CREG) application through the New York State Department of State to help fund the implementation, and

Whereas, the Town at its board meeting held on May 31, 2018 selected the Authority to provide technical services to complete a village dissolution implementation, and

Whereas, the total cost to deliver these services shall not exceed $25,000.

Now, upon the recommendation of the Facilities Committee, therefore be it
RESOLVED, that the Technical Services Agreement by and between the Authority and the Town of Diana, for a total not to exceed contract amount of $25,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes  Hefferon - Yes  Johnson – Absent  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Present  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-80 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

[Signature]
Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR  
VILLAGE OF HARRISVILLE DISSOLUTION IMPLEMENTATION  

TOWN OF DIANA  
This Agreement entered into this 31st day of May 2018, by and  
between:  

TOWN OF DIANA, a municipal corporation of the State of New York having an office  
building and principal place of business located at 5959 Old State Road Ext.,  
Harrisville, NY, 13648, herein after referred to as "Town",  

And  

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

Recitals  

1. The Village of Harrisville established a Village Dissolution Study Committee in  
2017 and applied for and was successful in obtaining funds from a Local  
Government Citizens Reorganization Empowerment Grant to complete a  
Village Dissolution Study and develop an Implementation Plan.  

2. The Village Dissolution Study Committee developed a Village Dissolution  
Implementation Plan that was presented to the public, the Village of Harrisville  
Board, and the Town of Diana Board. The Town Board endorsed the Village  
Dissolution Implementation Plan at a Town Board meeting held December 12,  
2017 whereby the Village would dissolve into the Town of Diana according to  
the Implementation Plan effective December 31, 2018. The Village of Harrisville  
Board approved the Village Dissolution Implementation Plan at a Village Board  
meeting held on March 12, 2018 and held a public referendum on Village  
Dissolution on May 15, whereby the Village registered voters voted in favor to  
dissolve the Village according to the Implementation Plan effective December  
31, 2018.  

3. The Town is eligible for a $50,000 grant through the New York State Department  
of State's Local Government Citizens Re-Organization Empowerment Grant  
(CREG) for implementation tasks and the Town is required to contribute 10% of  
the total costs as local match to the State grant.  

4. The Town is desirous of receiving technical assistance related to completing the  
village dissolution implementation. The Town, at a meeting held on  
May 31, 2018, selected the Authority to provide these services.  

5. This Agreement is authorized under Section 2704(17) of the Public Authorities  
Law.
Agreement

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

1. The Authority will provide project management assistance services to proceed with Town's tasks for the village dissolution implementation. Services provided shall include:
   
a. Funding agency coordination and assistance, including submittal of a Local Government Citizens Re-Organization Empowerment Grant (CREG) for implementation.
   
b. Coordination with the Town's consultants to complete specific tasks required as part of the Village Dissolution Implementation Plan as outlined in Table 1 (Town Tasks only).
   
c. Coordination with the Town's attorney to assist with legal aspects of the implementation.
   
d. Attendance at public informational meetings.
   
e. Attendance at board meetings to discuss project updates.

Table 1 – Implementation Tasks & Budget

<table>
<thead>
<tr>
<th>Harrisville Dissolution Implementation Grant Budget</th>
<th>Village Tasks</th>
<th>Town Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Plan</td>
<td>$0.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Asset Management Plan</td>
<td>$0.00</td>
<td>$10,555.55</td>
</tr>
<tr>
<td>Water District Formation</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Lighting District Formation</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Fire Protection District Expansion</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Local Law Review</td>
<td>$0.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Water Withdrawal Permit Update</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Water Conservation Implementation Program</td>
<td>$55,555.55</td>
<td>$0.00</td>
</tr>
<tr>
<td>Town Municipal Website Development</td>
<td>$0.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$55,555.55</strong></td>
<td><strong>$5,000.00</strong></td>
</tr>
</tbody>
</table>

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $25,000. The Authority will not proceed with implementation tasks until the CREG notice of funding award has been issued by the Department of State. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.
3. The Town shall provide the reasonable support services of its attorney, Town Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

4. Authority staff will offer opinions to the owner and the engineers regarding subcontracted services. Authority staff will not direct the engineers or other subcontractors.

5. 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.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By:___________

James W. Wright
Executive Director

TOWN OF DIANA

By:___________

David Parow
Town Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK } ss:
COUNTY OF LEWIS )

On this 31st day of May, 2018, before me personally came David Parow, who being duly sworn, did dispose and says that he resides in Harrisville, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

Julie C. Maloney
NOTARY PUBLIC

5/15/2019
On this ___ day of __________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

___________________________
NOTARY PUBLIC

Page 4 of 4
TECHNICAL SERVICES AGREEMENT AMENDMENT  
TOWN OF FINE  
WATER SYSTEM IMPROVEMENT PROJECT  

Whereas, pursuant to Resolution No. 2012-06-05, the Development Authority of the North Country (Authority) and the Town of Fine (Fine) entered into an Agreement dated June 11, 2012 to provide Technical Services to develop a request for proposal and facilitation of the selection process for an engineer to prepare a preliminary engineering report for the Town’s Water System Improvement Project, for an amount not to exceed $1,800, and

Whereas, pursuant to Resolution No. 2012-08-06, the Authority entered into Amendment 1 dated August 8, 2012 to expand the Authority’s scope of services to include funding/financial administrative assistance and preliminary design review of the project for an additional expense of $10,000, bringing the not to exceed amount of the contract to $11,800, and

Whereas, pursuant to Resolution No. 2013-10-04, the Authority entered into Amendment 2 dated November 22, 2013 to expand the Authority’s scope of services to include assistance with final design, development of intermunicipal agreements, and funding administration for an additional expense of increase the Authority’s level of effort, resulting in additional expenses of $13,200, bringing the not to exceed amount of the contract to $25,000, and

Whereas, pursuant to Resolution No. 2015-08-89, the Authority entered into Amendment 3 dated September 2, 2015 to expand the Authority’s scope of services to include MWBE reporting, administration of a DASNY grant, and engineering oversight, resulting in additional expenses of $25,000, bringing the not to exceed amount of the contract to $50,000, and

Whereas, the project was originally included the construction of a new groundwater treatment system to replace the existing surface water treatment plant and the anticipated construction completion was 2017, and

Whereas, the Town was unable to find a suitable groundwater source which resulted in delays in completing the project, and

Whereas, due to schedule delays additional expenses of $10,000 are projected to complete the project bringing the total not to exceed contract amount to $60,000.

Now, upon the recommendation of the Facilities Committee, therefore be it
RESOLVED, that the Technical Services Agreement Amendment No. 4, by and between the Authority and the Town of Fine, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

Calligaris - Yes    Hefferon - Yes    Johnson – Absent    Mastascusa - Yes
Carter – Yes    Hollenbeck - Present    MacKinnon – Yes    Murray - Yes
Doheny – Present    Hunt - Present    McGrath - Present    Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-81 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
AMENDMENT 4

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER TREATMENT SYSTEM IMPROVEMENT PROJECT

WITH THE

TOWN OF FINE

Whereas, the Development Authority of the North Country (Authority) and the Town of Fine (Town) entered into an Agreement dated June 11, 2012 for an amount not to exceed $1,800 to perform services related to the development of a request for proposal and facilitation of the selection process for an engineer to prepare a preliminary engineering report pertaining to the Town’s Water System Improvement Project. These services are detailed in Section 1.A of the original agreement, and

Whereas, the Town authorized Amendment Number 1 on August 8, 2012 to expand the scope of the Authority’s services to include Phase 2 services as outlined in Section 1.B.a. and 1.B.b of the June 11, 2012 agreement, to complete funding/financial administrative assistance and preliminary design review for a not to exceed cost of $10,000, and

Whereas, the Town authorized Amendment Number 2 on November 22, 2013 to expand the scope of the Authority’s services to include assistance with the final design of the water project as outlined in the Preliminary Engineering Report completed by Barton & Loguidice, PC dated August 2013, development of intermunicipal agreements, and funding administration, for a not to exceed cost of $13,200, and

Whereas, the Town authorized Amendment Number 3 on September 2, 2015 to expand the scope of the Authority’s services to include M/WBE reporting, administration of a DASNY grant, and engineering oversight for the Town’s water project with a projected construction completion date in 2017 for a not to exceed cost of $25,000, and

Whereas, the Town was unable to find a suitable groundwater source which resulted in delays in completing the project, due to schedule delays additional expenses of $10,000 are projected to complete the project bringing the total not to exceed contract amount to $60,000.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to $60,000.
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: __________________________

James W. Wright
Executive Director

TOWN OF FINE

By: __________________________

Connie Snider
Town Supervisor
TECHNICAL SERVICES AGREEMENT
VILLAGE OF HEUVELTON
WASTEWATER IMPROVEMENT PROJECT

Whereas, the Village has executed a Memorandum of Understanding with Losurdo Foods, Inc. to complete capital improvements that will improve the Village's wastewater treatment system by replacing the equalization tank that is used to pretreat Losurdo Foods, Inc.'s high strength dairy waste, and

Whereas, the Village is pursuing funding for this project from the Dormitory of the State of New York's State and Municipal funding program, and

Whereas, the Village has requested technical services from the Authority to assist with the Village's project. At its board meeting held on April 11, 2018 the Board selected the Authority to assist the Village with this task, and

Whereas, the total cost to deliver these services shall not exceed $25,000.

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

RESOLVED, that the Technical Services Agreement by and between the Authority and the Village of Heuvelton, for a total not to exceed contract amount of $25,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: F. Carter
Seconded by: D. Mastascusa

Calligaris - Yes Hefferon - Yes Johnson - Absent Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-06-82 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WASTEWATER IMPROVEMENT PROJECT

WITH THE

VILLAGE OF HEUVELTON

This Agreement entered into this __11__ day of __April__ 2018, by and between:

VILLAGE OF HEUVELTON, a municipal corporation of the State of New York having an
office building and principal place of business located at 51 State Street, Heuvelton,
New York 13652, 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

A. The Village has executed a Memorandum of Understanding with Losurdo Foods,
Inc. to complete capital improvements that will improve the Village's wastewater
treatment system by replacing the equalization tank that is used to pretreat
Losurdo Foods, Inc.'s high strength dairy waste.

B. The Village is pursuing funding for this project from the Dormitory of the State of
New York's State and Municipal funding program.

C. The Village has requested technical services from the Authority to assist with the
Village's project. At its board meeting held on __April 11__, 2018 the
Board selected the Authority to assist the Village with this task. A copy of this
Resolution has been attached as Exhibit A.

D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that may be performed by the Authority consists of
several phases as follows:

   A. **Design Phase**: Serve as Village's professional consultant to review
      engineering documents and ensure that proposed design meets
      operational needs of the facility and the municipality.

   B. **Construction Administration Phase**: Provide assistance to Village
C. **Project Startup:** Review project start-up documentation to ensure that spare parts, operation/maintenance manuals, as-built drawings, asset inventories, GIS maps, preventative maintenance schedules, and standard operating procedures are in place and accurately reflect facility improvements for sustainable operation and maintenance.

D. **Grant Administration:** The Authority will provide grant administration services to the Village to include the compilation of required documentation for DASNY, submittal of disbursement requests, maintaining project budgets, compiling and submitting M/WBE reports, and other funding agency submittals as required to ensure that the Village receives their reimbursements in accordance with the terms of their grant agreements.

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed $25,000. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue 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>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Engineering</td>
<td>$110</td>
<td>NA</td>
</tr>
<tr>
<td>Asst. Director of Engineering</td>
<td>$80</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Spvs.</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Spvs. Trainee</td>
<td>$65</td>
<td>$85</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$77</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer II</td>
<td>$80</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$62</td>
<td>$76</td>
</tr>
</tbody>
</table>

3. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

6. The 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: ________________________

James W. Wright

ACKNOWLEDGEMENTS

STATE OF NEW YORK )

) ss:

COUNTY OF ST. LAWRENCE )

On this ___ day of April, 2018, before me personally came Barbara Lashua, who being duly sworn, did dispose and says that she resides in Heuvelton, New York; that she is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

NOTARY PUBLIC

VICTORIA L. THORNHILL
Notary Public, State of New York
Registration #01TH6304498
Qualified in St. Lawrence County
Commission Expires May 27, 2018

STATE OF NEW YORK )

) ss:

COUNTY OF JEFFERSON )

On this ___ day of __________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC
Village of Heuvelton

51 State Street
Heuvelton, NY 13654

315-344-2214
Fax 315-344-1246

VILLAGE OF HEUVELTON
RESOLUTION 18-035
Adopted April 11, 2018

RESOLUTION 18-035    DANÇ TECHNICAL SERVICES AGREEMENT
Offered by Tr. Wood, seconded by Tr. Knowlton. Tr. Basford, Tr. Guardino and Mayor Lashua-
Aye.
Resolution to accept the Project Management and Grant Administration Agreement with
DANC for the Equalization Tank Project at a cost not to exceed $25,000.00.

I, Michele E. Smithers, Village Clerk for the Village of Heuvelton, hereby certify that this is a
true and exact copy of the Resolution duly adopted by the Village of Heuvelton Board of
Trustees on April 11, 2018.

Michele E. Smithers, Village Clerk

This institution is an equal opportunity provider and employer.
TECHNICAL ASSISTANCE SERVICES AGREEMENT
PROJECT MANAGEMENT AGREEMENT
VILLAGE OF MALONE
PUBLIC WORKS FACILITY

Whereas, the Village of Malone has requested assistance from the Development Authority of the North Country, determined the Authority is qualified and equipped to provide Technical Assistance and project management services, and desires to engage the Authority to planning and management for the construction of a new public works facility, and

Whereas, pursuant to Board Resolution No. 2017-08-89 and Resolution No. 2018-02-04, the Authority Board has authorized contracts within the Village of Malone, and

Whereas, it is the intent of the Village to retain an architectural engineering firm and bid the construction work, with the Authority advising the Village Mayor and Board, and

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

RESOLVED, that the Development Authority of the North Country does hereby authorize a technical services agreement for the purpose of assisting the Village in construction of a new public works facility, and be it further

RESOLVED, the Executive Director is herewith authorized to execute the necessary contract upon recommendation of the Director of Engineering.

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

Calligaris - Yes Hefferon - Yes Johnson - Absent Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-83 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
Board Resolution No. 2018-06-84
June 21, 2018

AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE HOME CONTRACTS FOR 2018 PROGRAM YEAR

Whereas, the Administrative Board for the North Country HOME Consortium met on April 6, 2018 and awarded funding from its 2018 Housing and Urban Development (HUD) HOME allocation in the amount of $892,867, and

Whereas, the HOME awards will be made contingent upon a Release of Funds notice received by Jefferson County from the U.S. Department of Housing and Urban Development, and

Whereas, North Country Affordable Housing will receive $356,969 in project and administration funds to assist about 16 eligible homeowners in Jefferson County with home repairs, and

Whereas, Frontier Housing Corporation will receive $356,968 in project and administration funds to assist about 20 eligible homeowners located in the Towns of Brownville, Lyme, Hounsfield, Henderson, Adams, Rodman, Ellisburg, Lorraine and Worth, Jefferson County, with home repairs and

Whereas, Mohawk Indian Housing will receive $341,826 in funding from the 2016, 2017, and 2018 HUD CHDO funding set-aside to rehabilitate the 18-unit rental property, Iroquois Village, Town of Massena, 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, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to execute contracts based upon awards made by the North Country HOME Consortium Administrative Board.

Motion by: F. Carter
Seconded by: D. Mastascusa

Calligaris - Yes   Hefferon - Yes   Johnson – Absent   Mastascusa - Yes
Carter – Yes      Hollenbeck - Present   Mackinnon – Yes   Murray - Yes
Doheny – Present  Hunt - Present   McGrath - Present   Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-84 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
## 2018 HOME CONSORTIUM FUNDING AWARDS

*SUBJECT TO RELEASE OF FUNDS BY HUD*

<table>
<thead>
<tr>
<th>Organization</th>
<th>Amount</th>
<th>Use of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Country Affordable Housing</td>
<td>$356,969</td>
<td>Owner-occupied rehabilitation, county-wide</td>
</tr>
<tr>
<td>Frontier Housing</td>
<td>$356,968</td>
<td>Owner-occupied rehabilitation, towns of Brownville, Lyme, Hounsfield,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Henderson, Adams, Rodman, Ellisburg, Lorraine and Worth</td>
</tr>
<tr>
<td>Mohawk Indian Housing (CHDO)</td>
<td>$341,826</td>
<td>Rehabilitation of 18 rental units in the Town of Massena known as Iroquois</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Village. This utilizes 2016, 2017 and 2018 HUD CHDO set-aside funds.</td>
</tr>
<tr>
<td>Development Authority of the North Country</td>
<td>$35,000</td>
<td>Grant Administration</td>
</tr>
<tr>
<td>Jefferson County</td>
<td>$10,000</td>
<td>Grant Administration</td>
</tr>
</tbody>
</table>
AUTHORIZING TECHNICAL SERVICES AGREEMENT
TOWN OF GOVERNEUR

Whereas, the Town of Gouverneur has requested technical services from the Development Authority of the North Country to provide grant writing for up to two (2) applications to be submitted to New York State to fund affordable housing programs in the Town, and

Whereas, the Town of Gouverneur has had contractual agreements with the Authority for the provision of various services, and

Whereas, the Town of Gouverneur has not submitted applications to New York State for housing assistance in many years, and

Whereas, the Village of Gouverneur submitted applications in the past through Phil Smith of Avalon Associates who has since retired, and

Whereas, the Town would apply for housing assistance that could be utilized in both the Town and Village, and

Whereas, the Regional Development staff has successfully written grants to implement housing programs in the City of Ogdensburg, Village of Massena, Village of Tupper Lake, and Town of Wilna, and

Whereas, the Development Authority may be asked to provide program delivery and grant administration services if the applications are funded by New York State, and

Whereas, the Agreement is for an amount not to exceed $3,500 to complete up to two (2) housing applications.

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Gouverneur to complete up to two (2) housing grant applications to New York State.

Motion by: F. Carter  
Seconded by: D. Mastascusa

Calligaris - Yes  Hefferon - Yes  Johnson – Absent  Mastascusa - Yes  
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes  
Doheny – Present  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-85 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

[Signature]
Gary Turck  
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT

WITH THE

TOWN OF GOVERNEUR

This Agreement entered into this ______ day of __________ 2018, by and between:

TOWN OF GOVERNEUR, a New York State municipality having an office building and principal place of business located at 1227 US Highway 11, Gouverneur, New York 13642, herein after referred to as "Town",

And

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

Recitals

A. The Town has requested technical services from the Authority to provide grant writing for up to 2 applications to be submitted to New York State to fund affordable housing programs in the Town.

B. The Authority currently provides grant administration and program delivery services for housing programs in the Town of Wilna, Village of Massena, and Village of Tupper Lake.

C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

WHEREFORE, the parties hereto agree as follows:

A. The Town will provide all necessary information to the Authority’s Regional Development staff to complete applications on behalf of the Town.

B. The Authority will take directions only from Town designated representatives.

1. Scope of Services:

The scope of services that will be performed by the Authority consists of the following:

1.1 Grant Writing

The Authority will prepare up to 2 grants for the Town based upon discussion with the Town. Applications will be for owner-occupied rehabilitation throughout the Town. Funding sources discussed included the Affordable Housing Corporation
and Community Development Block Grant Program. Services will include working with Town staff to poll the community for interest in the program, as well as up to 3 inspections of homes that would serve as sample cases in the application.

2. **Payment**

The Town 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 4/1/2018. Authority Labor Rates are adjusted annually on 4/1.

The total not to exceed amount for the first application will be $2,000. The total not to exceed amount for the second application will be $1,500. The total not to exceed amount for the two applications will be $3,500.

**TABLE 1 -- Authority Labor Rates**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Regional Development</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Sr. Project Development Spec.</td>
<td>$83</td>
<td>NA</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$77</td>
<td>NA</td>
</tr>
<tr>
<td>Community Planner</td>
<td>$68</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$62</td>
<td>$76</td>
</tr>
</tbody>
</table>

3. The Authority shall bill upon completion of the work with invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

4. The Town 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 Town 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 Town as additional insured on the liability policy.

7. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

8. (a) The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or
injury to persons or property resulting in any manner from the actions or omissions of the Town under this Agreement.

(b) The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the 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 Town 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 Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

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 Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

12. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

13. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

14. 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.
15. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

16. 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.

17. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority.

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

TOWN OF GOUVERNEUR

By: __________________________

   David L. Spilman, Jr.
   Supervisor

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: __________________________

   James W. Wright
   Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW YORK )
   ) ss:
COUNTY OF ST. LAWRENCE )

On this ____ day of ____________, 2018, before me personally came David L. Spilman, Jr., who being duly sworn, did dispose and says that he resides in the Town of Gouverneur, New York; that he is the Supervisor of the Town of Gouverneur described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town of Gouverneur.

________________________________

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

On this ____ day of ____________, 2018, before me personally came James W. Wright, 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.

________________________________

Page 4 of 4
AUTHORIZING TECHNICAL SERVICES AGREEMENT
TOWN OF WILNA

Whereas, the Town of Wilna has requested technical services from the Development Authority of the North Country to provide grant administration and oversight of its RESTORE NY grant, and

Whereas, the Town of Wilna Community Development Director recently left the employment of the Town, and

Whereas, the Town wants to move the RESTORE NY grant forward in a timely manner, and

Whereas, the Regional Development staff has experience in managing state and federal grants on behalf of communities, and

Whereas, the Agreement is for an amount not to exceed $40,000 to provide grant administration services and project oversight.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Wilna to provide Grant Administration and Project Oversight for its RESTORE NY grant.

Motion by: A. MacKinnon
Seconded by: F. Carter

Calligaris - Yes  Hefferton - Yes  Johnson – Absent  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Present  Hunt - Present  McGrath - Present  Turck - Yes.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-86 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

PROFESSIONAL SERVICES AGREEMENT

WITH THE

TOWN OF WILNA

This Agreement entered into this _____ day of _____________ 2018, by and between:

TOWN OF WILNA, a municipal corporation of the State of New York having an office building and principal place of business located at 414 State Street, Carthage, New York 13619, herein after referred to as "Town",

And

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

Recitals

A. The Town has requested technical services from the Authority to oversee the administration of its RESTORE NY Grant. At its Board meeting held on ________________, 2018, the Board selected the Authority to assist the Town to provide these services. A copy of this Resolution has been attached as Exhibit A.

B. The Authority has been providing similar services for several communities in the North Country.

C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

A. The Town has asked the Authority to oversee the administration of its RESTORE NY Grant. The Authority’s Regional Development staff will provide these services.

B. The Authority will take directions only from Town designated representatives.

1. Scope of Services:

The scope of services that will be performed by the Authority consists of the following:

1.1 Grant Oversight and Administration
Coordinate with town staff to oversee the newly awarded RESTORE NY Grant which will include the following:

Page 1 of 5
• Completing required grant documentation on behalf of the Town;
• Completing compliance reports working with the Town Treasurer and Clerk to ensure timely submission to funding source;
• Provide construction management on behalf of the Town;
• Complete paperwork to close-out the grant.

1.2 Reporting

The Authority will report, in writing, at a minimum, quarterly to the Chief Elected Official, or his or her designee, and more frequently as requested.

2. Payment

2.1 The Town shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services (see Table 2) and for direct expenses such as mileage and postage; provided, however, that the total cost of such services shall not exceed the amounts outlined in Table 1. The Authority shall bill quarterly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice. Rates are subject to change 4/1 annually.

<table>
<thead>
<tr>
<th>Service</th>
<th>NTE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Services</td>
<td>$40,000</td>
</tr>
</tbody>
</table>

TABLE 1 -- NOT TO EXCEED (NTE) COSTS FOR RESTORE NY GRANT ONLY

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Regional Development</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Sr. Project Development Specialist</td>
<td>$83</td>
<td>NA</td>
</tr>
<tr>
<td>Community Planner</td>
<td>$68</td>
<td>NA</td>
</tr>
<tr>
<td>Project Development Specialist</td>
<td>$60</td>
<td>NA</td>
</tr>
</tbody>
</table>

TABLE 2 – Authority Labor Hour Burdened Rates

2. The Town shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
4. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

5. (a) The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.

(b) The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.

6. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

7. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

8. 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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

9. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

10. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

11. 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.

12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

13. 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.

14. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority

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

TOWN OF WILNA

By: ________________________

Paul Smith
Supervisor

DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY

By: ________________________

James Wright
Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW YORK

) ss:

COUNTY OF JEFFERSON

On this ____ day of ____________, 2018, before me personally came Paul Smith, who being duly sworn, did dispose and says that he resides in Town of Wilna, New York; that he is the Supervisor of the Town of Wilna described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

__________________________
NOTARY PUBLIC
On this ___ day of ______________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

______________________________
NOTARY PUBLIC
REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
ANTHONY F. AUDINO
FOR TRAILHEAD RESORT, NEWCOMB (ESSEX COUNTY)
LOAN COMMITMENT MODIFICATION

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

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

Whereas, Resolution No. 2018-05-71 approved a loan in the amount of $73,000 to Anthony F. Audino for the Trailhead Resort in order to complete improvements for glamping sites at his business located in Newcomb, New York (Essex County), and

Whereas, the applicant is requesting an additional $160,000 to purchase the land on which the glamping units and restaurant sit, and

Whereas, the Regional Loan Review Committee met June 11, 2018 to review this additional request from Anthony F. Audino in order to acquire the land on which the glamping sites and restaurant sit, and

Whereas, this transaction will greatly improve the Authority’s collateral position on the real estate and land, and

Whereas, the Regional Loan Review Committee felt that the business will draw tourists to the community who will in turn spend money in the community and that the proposed project would benefit the community as a whole, and

Whereas, the Regional Loan Review Committee approved a commitment of $233,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached, and

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby ratify a loan in the amount of $233,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Anthony F. Audino, or new company to be formed, at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

<table>
<thead>
<tr>
<th>Calligaris</th>
<th>Hefferon</th>
<th>Johnson</th>
<th>Mastascusa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Absent</td>
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</tr>
<tr>
<td>Carter</td>
<td>Hollenbeck</td>
<td>MacKinnon</td>
<td>Murray</td>
</tr>
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<td>Yes</td>
<td>Present</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Doheny</td>
<td>Hunt</td>
<td>McGrath</td>
<td>Turck</td>
</tr>
<tr>
<td>Present</td>
<td>Present</td>
<td>Present</td>
<td>Yes</td>
</tr>
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</table>

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-87 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

[Signature]

Gary Turck
Board Chairman
TERM SHEET

Borrower: Anthony F. Audino, or new company to be formed

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund

Amount: $233,000 – ESD Funding

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Twelve months interest only, then monthly principal and interest payments to amortize the loan over remaining 228 months

Collateral: First mortgage on real estate at 5410 Route 28N, Newcomb, NY; priority lien position on machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of business.

Conditions:
- Personal cash equity of, at a minimum, $23,300, 10% of the loan amount. Equity may include matching funds financing provided by other Program funding recipients.
- Appraisal, or third party opinion by licensed real estate professional, of at least $233,000 on real estate located at 5410 NYS Route 28N, Newcomb.
- Personal guarantees of Anthony F. Audino and Kelly Stamas-Audino.
- Acceptable MWBE utilization plan, or waiver.
- Copies of invoices and cancelled checks.
- Since this business will have less than 15 FTE labor peace does not apply.
Borrower: Anthony F. Audino, or company to be formed D/B/A The Trailhead Resort

Location: Physical: 5410 Route 28 N, Newcomb, NY 12852

Ownership: Anthony Audino-100%

Loan Amount: $233,000.00

Term: 240 months

Rate: 1%

Payments: First 12 months interest only, monthly principal and interest to amortize over remaining 228 months

Guarantor: Anthony Audino, Kelly Stamas-Audino

Use of Funds: Acquisition of land and completion of glamping bathrooms and patio

Collateral: First mortgage on real estate located at 5410 Route 28 N, Newcomb, NY; priority lien position on machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of business.

Jobs: Year One: 6.5 FTE
Year Two: 3 FTE
Year Three: 3.5 FTE
Total: 13 FTE

Total Project Costs –

<table>
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<tr>
<th></th>
<th>30%</th>
<th>13%</th>
<th>23%</th>
<th>23%</th>
<th>2%</th>
<th>10%</th>
<th>100%</th>
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</thead>
<tbody>
<tr>
<td>Tourism Fund</td>
<td>Grant</td>
<td>Essex/Hamilton</td>
<td>Grant</td>
<td>Essex/Hamilton</td>
<td>Newcomb</td>
<td>Owner</td>
<td>Lake Champlain/Lake George</td>
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<tr>
<td>Land</td>
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<td>$ -</td>
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<td>-Glamping</td>
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<td>$ -</td>
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<td>-Other</td>
<td>$ -</td>
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<td>Inventory</td>
<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$ -</td>
</tr>
<tr>
<td>Start-Up Costs</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Totals</td>
<td>$233,000.00</td>
<td>$99,443.00</td>
<td>$175,000.00</td>
<td>$175,000.00</td>
<td>$15,000.00</td>
<td>$80,000.00</td>
<td>$777,443.00</td>
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</tbody>
</table>
The Trailhead Resort
Page 2
June 8, 2018
Lake George/Lake Champlain Planning Board-Closed – 120 months @ 5%
Essex/Hamilton County Grant-Approved
Newcomb Grant #1-Approved
Newcomb Grant #2-Approved

Description of Project

The Trailhead Resort is a start-up business located on Route 28N in Newcomb on the site of the historic Lake Harris House, a 1.85 acre property in the center of the hamlet of Newcomb. The property is located on 1.86 total acres and has 185 feet of waterfront on Lake Harris. The business will be owned 100% by Anthony Audino and will be operated by himself and his wife, Kelly Stamas-Audino. The resort will offer year-round glamping ("luxurious camping") accommodations and dining. The Audino’s currently own and operate The Hoot Owl Lodge, a bed and breakfast, and The Owl’s Nest, a guest cottage, both in Newcomb.

The applicant applied for $238,000 from the Tourism Fund in 2017. This application was denied funding by the committee for the following:

- The funds being requested were going to be used to construct a restaurant which is not consistent with the eligible types of projects to be considered for this loan fund;
- The land on which the building would be constructed is leased land which means that the lender would have difficulty in utilizing the building as collateral;
- The term of the lease is for 5 years and the term of the debt would be for 20 years. If the term of the debt was reduced to 5 years the monthly payments would increase drastically having a negative impact on cash flow for operations.

The committee met in May 2018 and approved a loan in the amount of $73,000 to build-out bathrooms for the glamping units as well as an outdoor patio. The bathroom units are located in the basement of the building that will house the restaurant. They are located in the walk-out basement and will be accessible by glamping guests, by key, only. The patio will be built-off of this walk-out basement. The approval was contingent upon an assignment and subordination of a land lease to the Authority’s loan. The land owner did not agree to these terms.

The current request now from the Audinos’ is for $233,000. This includes $160,000 to purchase the land from the current owner. The cost of the land is $140,000 and the seller is requesting an additional $20,000 to break the land lease early. This project greatly improves the collateral position for the Tourism Fund, and upon review of the cash flow analysis, will save the Audinos’ approximately $14,700 annually. The request from the Tourism Fund is 30% of the total project costs. An appraisal, or third party cost estimate, would be required with a minimum value of $233,000 to support the loan amount.
Completed to Date-Front

Completed to Date-Rear

Rear with Glamping Site
The original application showed a phased project. The project is not being phased. The project consists of four glamping tent cabins, common bathrooms located on the walk-out portion of the restaurant, and a dining room and bar with kitchen by the lake. Each cabin will accommodate up to four people, for a total of sixteen. One of the tent cabins will be handicapped accessible. The dining room will seat approximately thirty. It will provide farm-to-table cuisine with a specialty of wood-fired pizzas. The bar will feature local artisan beers and fine wines. The dining room will also serve as a banqueting/meeting facility and a destination for boutique weddings. Parking will include several handicapped spaces.

Working with Cloud-Splitter Outfitters, a local business, The Resort will offer guests a wide variety of recreational rentals, such as bicycles, paddleboards, kayaks, canoes, cross-country skis and snowshoes. It will also partner with Newcomb Guide Service, another local business (co-owned by the Audinos), to offer guests guided trips such as hiking, whitewater rafting, mountain biking, and hunting and fishing. Owner Anthony Audino is a licensed Adirondack guide. The proprietors are committed to arranging guests’ visits to attractions in the Five Towns area and environs.

Ecotourism, defined as responsible travel that conserves the environment and enhances the well-being of local people, is important to the Audinos. The Resort will enable visitors to enjoy the natural beauties of the area in a non-invasive way and will enrich the lives of local people. The Audinos will minimize The Resort’s impact on the environment by using a well, solar panels, compost toilets for the tree houses in Phase 2, and glamping facilities that will be harmonious with the environment. The tent cabins of phase one and the tree houses of phase two (see section 9) are on platforms and therefore have minimal impact on the land. The site will be kept as green as possible with plants and shrubs indigenous to the Adirondacks. Local stone will be used for pathways and other features. Use of local farmers and breweries will reduce transportation costs and support local businesses.

Newcomb has an abundance of natural and historical attractions that bring tens of thousands of visitors each year, according to The Newcomb Comprehensive Plan. These attractions include the Adirondack Interpretive Center and SUNY Environmental Science and Forestry; The National Historic Site at Santanoni, with its Farm Complex, Great Camp, and Newcomb Lake; Rich Lake; Goodnow Mountain with its fire tower and panoramic views; Lake Harris and the town beach; the Newcomb Historical Society; the Hudson River Information Center; the Huntington Forest; the ghost town of Tahawus and the Adirondack Iron and Steel Upper Works, near pristine Henderson Lake and access to Mount Marcy and other High Peaks; many trailheads and hikes; and the former Finch Pruyn lands recently acquired by New York State.

The rationale for opening “The Trailhead Resort” is to increase the availability of accommodation, dining and guest services in the Town of Newcomb, where at present there is only one lodge (The Hoot Owl Lodge), a small number of privately rented cabins, including The Owl’s Nest, The Lake Harris Campground, and The Newcomb House, a bar with a limited menu. The Hoot Owl Lodge is often sold out, as is The Owl’s Nest; the demand for accommodations far exceeds supply. Thus, Newcomb visitors cannot dine and/or be accommodated in town and are
compelled to go elsewhere. The result is a significant economic loss to Newcomb of invaluable business and employment opportunities as visitors come for the day but do not stay overnight. By providing food, lodging and visitor services of high quality in the center of Newcomb, The Resort will enable guests to stay for a night, a week, or longer, to patronize other Newcomb and Five Town area businesses, and to explore Newcomb’s many attractions at their leisure. This business will also be located in close proximity to the former Frontier Town that will be undergoing significant improvements over the coming years as well.

Senator Little and Assemblyman Stec provided support letters for the project.

**Competition:** Only three establishments in the Adirondacks offer glamping. These are Camp Orenda in Johnsburg which charges $200 per adult/per night; Posh Primitive in Chestertown which charges $198 per person; and Adirondack Safari in Lake George which charges from $139-$200 per campsite.

**Management:** The Audinos have extensive experience in hotel and restaurant management and catering. The Hoot Owl, their bed and breakfast in Newcomb, and The Owl’s Nest, their rental cabin, have been highly successful. Anthony is an expert chef and Kelly is a baker. In addition, Anthony Audino is a contractor who will be able to do much of the construction himself with help from friends. He is also a licensed guide familiar with the natural beauties of the region, who will be able to help guests with their excursions.

Kelly Stamas-Audino will be general manager of the Resort. Mary Nix Monaghan, working pro bono, will be general administrator and bookkeeper. Ms. Monaghan was Vice President and Credit Officer/Lease Administrator of Lakeland Bank in New Jersey. Mary will use Quickbooks to track data for the Trailhead.

### Financial Review

<table>
<thead>
<tr>
<th></th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sales</strong></td>
<td>81,593</td>
<td>503,828</td>
<td>771,489</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>68,528</td>
<td>317,743</td>
<td>490,470</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td>18,111</td>
<td>242,937</td>
<td>329,283</td>
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<tr>
<td><strong>Other Income/Exp</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Net Income (Loss)</strong></td>
<td>50,417</td>
<td>74,806</td>
<td>161,187</td>
</tr>
<tr>
<td><strong>Tourism Fund</strong></td>
<td>13,470</td>
<td>13,470</td>
<td>13,470</td>
</tr>
<tr>
<td><strong>Lake George/Lake Champlain</strong></td>
<td>8,879</td>
<td>8,879</td>
<td>8,879</td>
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<tr>
<td><strong>Total Debt</strong></td>
<td>22,349</td>
<td>22,349</td>
<td>22,349</td>
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<tr>
<td><strong>Debt Service Coverage</strong></td>
<td>2.26</td>
<td>3.35</td>
<td>7.21</td>
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<tr>
<td><strong>Sales Inc (Dec.)</strong></td>
<td>----</td>
<td>518%</td>
<td>53%</td>
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</tbody>
</table>
The Trailhead Resort
June 8, 2018

<table>
<thead>
<tr>
<th>Gross Profit</th>
<th>84%</th>
<th>63%</th>
<th>64%</th>
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</thead>
<tbody>
<tr>
<td>Expenses</td>
<td>22%</td>
<td>48%</td>
<td>43%</td>
</tr>
</tbody>
</table>

Lake George/Lake Champlain - $739.91/month
Tourism Fund - $1,122.51/month

- The projections were provided by the applicant.
- By purchasing the land now and forgoing the land lease, even with the increase in the Tourism Funding, the Audinos’ will save $14,712 annually in debt payments.
- From the cash flow projections it appears glamping makes up 52% of sales in year one and 17% in year two. The restaurant/bar will make up 41% of sales in year one and 81% in year two. It appears the average ticket price in year 2 for the bar/restaurant is $26 with a peak of 3,200 customers a month in July/August. This would equate to 107 customers daily.
- Revenues from glamping appear from June-October. They will be charging $199 each for the 4 glamping units.
- The restaurant does not appear year-round until 2019. There will be two dining options: Lakeside Dining and Main Restaurant. Lakeside dining by the lake will seat approximately 50. It will provide regional farm-to-table cuisine specializing in wood-fired pizzas. The average ticket will be $21 per person. Main Restaurant will offer more formal dining. Lunch tickets will average $15 pp while dinner will average $25 pp.
- Glamping appears to have COGS of 50% and the restaurant/bar 32%. Looking online the ratio for restaurant profitability is typically around 33%. (1/3 income for food cost; 1/3 for operational costs; 1/3 profit)
- Based upon the financial assumptions provided the applicant is looking to charge $199 a unit. They will have 4 units. Assuming $127,800 in sales in year one is glamping, then they will have 642 customers over the course of the season.
- Primary expenses are payroll and payroll taxes, and supplies. Advertising is projected at 1% of sales. Utilities are projected at an average of $150 monthly. No credit card fees are projected. Point of Sales system projected at $95 monthly. No taxes are projected however based upon the lease agreement the Audinos’ are required to pay all taxes; utilities, water/sewer, etc.
- Seller ground lease is $906.25 monthly plus an additional $5,000 option fee is due annually. The ground lease expires 2/15/2024. The Audinos’ will have an option to purchase for $145,000. The option can be exercised any time on or after March 1, 2021 and prior to the end of the lease.
- Interest only payments for the first year for the Tourism Fund will allow them to put cash toward working capital as the restaurant and glamping sites get started.

<table>
<thead>
<tr>
<th>Balance Sheet</th>
<th>At Closing</th>
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</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>16,600</td>
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<tr>
<td>Fixed Assets</td>
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<tr>
<td>Other Assets</td>
<td>0</td>
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<tr>
<td>Total Assets</td>
<td>777,443</td>
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</table>
The Trailhead Resort
Page 7
June 8, 2018

<table>
<thead>
<tr>
<th>Current Liabilities</th>
<th>18,087</th>
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</thead>
<tbody>
<tr>
<td>Long Term Liabilities</td>
<td>294,913</td>
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<tr>
<td>Total Liabilities</td>
<td>313,000</td>
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<tr>
<td>Equity</td>
<td>464,443</td>
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<tr>
<td>Total Liabilities and Equity</td>
<td>777,443</td>
</tr>
</tbody>
</table>

| Working Capital | (1,87) |
| Current Ratio | .92 |

- Fixed assets primarily comprised of land and improvements totaling $760,843 at cost.
- Current assets comprised of working capital of $15,000 and inventory of $1,600.
- Current liabilities include current portions of Lake Champlain/Lake George Planning Commission Loan. Tourism loan is proposing 12 months of interest only payments.
- Long term liabilities comprised of Lake Champlain/Lake George loan and Tourism Fund loan.
- Equity includes owner contribution as well as local grants.

Personal Credit

Mr. Audino shows total assets of $704,800 and liabilities of $551,942. Primary assets are in real estate. The real estate is his personal residence located at 71 Beaver Bay, Newcomb, commercial real estate known as the Hoot Owl Lodge located at 5461 Route 28N, Newcomb, and a rental property located at 35 Sandford Lane, Newcomb. He shows a present market value of $425,000 on his personal residence with a mortgage of $207,522. He lists a present market value of $170,000 on the business with a current mortgage of $82,303. He lists a present market value on the rental of $91,000 with a current mortgage of $58,987. His primary liabilities are his mortgages payable. Mr. Audino reported a salary of $33,619 and other income from the business of $66,558. His salary was supported by his 2017 tax return. He works as a general contractor. It should be noted that their 2017 tax return showed business income from the Hoot Owl Lodge Bed and Breakfast of $57,466 against expenses of $71,987.

His personal credit report shows a TransUnion score of 755. A Chapter 13 bankruptcy filing in November 2010 cleared several debts and he has no current credit history. Discharged 5/30/2017. He currently has no open credit accounts.

Collateral:

<table>
<thead>
<tr>
<th>Market (cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 430,000.00</td>
</tr>
<tr>
<td>$ 233,000.00</td>
</tr>
<tr>
<td>$ 233,000.00</td>
</tr>
<tr>
<td>54%</td>
</tr>
</tbody>
</table>
The Trailhead Resort
Page 8
June 8, 2018
Machinery and Equipment/Furniture and Fixtures $ 97,843.00
(includes glamping tents)

Recommended Collateral:

- First mortgage on business real estate
- Lien position on all machinery, equipment, furniture & fixtures, inventory, general intangibles of business.

Contingencies:

- Cash equity of, at a minimum, $23,300, or 10% of the loan amount. Equity may include matching funds financing provided by other Program funding recipients.
- Appraisal, or third party opinion by a licensed real estate professional, of at least $233,000 on real estate located at 5410 NYS Route 28N, Newcomb;
- Personal guarantees of Anthony Audino and Kelly Stamas-Audino
- Satisfactory MWBE plan, or waiver
- Since this business will have less than 15 employees (30 FTE) labor peace does not apply.
- Copies of invoices and cancelled checks.
APPROVING CAPITAL BUDGET FY 2019
WATER QUALITY DIVISION
ARMY SEWER BAR SCREEN REPLACEMENT

Whereas, the Development Authority of the North Country adopted a Capital Budget for the Army Sewer Line for FY 2019 pursuant to Resolution No. 2018-03-24, and

Whereas, such Resolution authorized the replacement of the Bar Screen (Project 41054) at the Warneck Pump Station at a cost of $450,000. The current bar screen is in excess of 26 years old and is critical to the continuous operation of the Army Sewer Line, and

Whereas, the initial competitive bidding solicitation for the project produced no competitive bids, requiring additional engineering of the proposed project with the concurrence of the Army, and

Whereas, pursuant to a competitive procurement process, the replacement cost of the bar screen, to include engineering, installation and a 10% contingency is approximately $500,000 resulting in the project costs exceeding the appropriation, and

Whereas, pursuant to Authority resolution, the following Army Sewer Capital Projects have been authorized and are projected under budget:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>WPS Improvement Project (41050)</td>
<td>$75,000</td>
<td>$65,000</td>
<td>($10,000)</td>
</tr>
<tr>
<td>Portable Pump (41055)</td>
<td>$60,000</td>
<td>$40,500</td>
<td>($19,500)</td>
</tr>
<tr>
<td>Chlorine Alternative Impl. (41051)</td>
<td>$600,000</td>
<td>$579,500</td>
<td>($20,500)</td>
</tr>
</tbody>
</table>

Whereas, Executive Management recommends that $50,000 be transferred to the Bar Screen Implementation Project (Project 41054) from the projects and in the amounts as follows:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WPS Improvement Project (41050)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Portable Pump (41055)</td>
<td>$19,500</td>
</tr>
<tr>
<td>Chlorine Alternative Impl. (41051)</td>
<td>$20,500</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Whereas, the Facilities Committee has reviewed Executive Management’s recommendation and concurs with such recommendation.

Now, upon the recommendation of the Facilities Committee, therefore be it
RESOLVED, by the Development Authority of the North Country that $50,000 be transferred to Project 41054 (Bar Screen Implementation) from the projects and in the amounts as follows:

- WPS Improvement Project (41050) $10,000
- Portable Pump (41055) $19,500
- Chlorine Alternative Impl. (41051) $20,500
- TOTAL $50,000

Motion by: F. Carter
Seconded by: D. Mastascusa

Calligaris - Yes Hefferon - Yes Johnson – Absent Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-88 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman
MAINTENANCE SERVICE AGREEMENT
U.S. CUSTOMS SERVICE
BRYMAK AND ASSOCIATES

Whereas, the Development Authority of the North Country Water Quality Division, has had contracts with the U.S. Customs Service, for the provision of wastewater treatment operations and maintenance, and

Whereas, the U.S. Customs Service has awarded a master facilities maintenance contract to Brymak and Associates for the provision of all operation and maintenance services at the Wellesley Island facilities, and

Whereas, the U.S. Customs Services has requested Brymak and Associates retain the Development Authority, Water Quality Division, to continue to provide the wastewater services, said services to be provided under an agreement with Brymak and Associates, and

Whereas, said agreement will be for the period July 1, 2018 – January 14, 2019, for a fee of service in the amount of $4230.00 for said period.

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

RESOLVED, that the Development Authority of the North Country herewith authorizes the Water Quality Division to enter into a contract with Brymak and Associates to provide wastewater services to the U.S. Customs Service, and be it further

RESOLVED, the Executive Director is herewith authorized to enter into all necessary and appropriate contracts for the provision of said services.

Motion by: F. Carter
Seconded by: M. Murray

Calligaris - Yes  Hefferon - Yes  Johnson – Absent  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Present  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-89 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

(Handwritten Signature)
Gary Turck
Board Chairman
POLICY
ASSET MANAGEMENT

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

Whereas, the Executive Director has recommended adoption of the Asset Management Policy as deemed necessary and appropriate, and

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

RESOLVED, that the Development Authority of the North Country does hereby approve the attached Asset Management Policy, and be it further

RESOLVED, the Executive Director is herewith authorized to initiate actions and procedures necessary to implement said Policy.

Motion by: F. Carter
Seconded by: A. Calligaris

Calligaris - Yes  Hefferon - Yes  Johnson - Absent  Mastascusa - Yes
Carter - Yes  Hollenbeck - Present  MacKinnon - Yes  Murray - Yes
Doheny - Present  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman 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. 2018-03-90 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 21st day of June, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 21st day of June, 2018.

Gary Turck
Board Chairman