LANDFILL CLOSURE GRANT
CAPITAL RESERVE FUNDING

Whereas, the Development Authority of the North Country had received on or about September 16, 2003 state funding to contribute to closure of several cells at the Authority landfill, and

Whereas, the Department of Environmental Conservation interprets the terms of the Landfill Closure Grant as requiring repayment of the state funding should the closed and capped areas be re-opened for operations, and

Whereas, the New York State Department of Conservation has completed a new landfill construction application to the Development Authority, and

Whereas, the plans for the landfill design provide for the overlaying of a closed section of the landfill approximately twenty (20) years from initial commencement of construction, and

Whereas, the New York State Department of Environmental Conservation has agreed to defer the matter of repayment until, and if, the Authority initiates the overlaying of the closed section as planned, and

Whereas, the Authority shall include the $948,250 repayment to DEC in future Closure Reserve Financial Assurance calculations as the potential of repayment of the funds is a reasonable and prudent action.

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

RESOLVED, the Development Authority of the North Country herewith directs staff to include the repayment to DEC of $948,250 in future Closure Reserve Financial Assurance calculations until such time as all issues related to the Authority’s repayment obligations are finally resolved, and be it further

RESOLVED, the Executive Director is herewith authorized to execute all necessary and appropriate agreement with the New York State Department of Environmental Conservation.
Motion by: F. Carter  
Seconded by: J. Johnson

<table>
<thead>
<tr>
<th>Calligaris</th>
<th>Yes</th>
<th>Hefferon</th>
<th>Yes</th>
<th>Johnson</th>
<th>Yes</th>
<th>Mastascusa</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carter</td>
<td>Yes</td>
<td>Hollenbeck</td>
<td>Present</td>
<td>MacKinnon</td>
<td>Yes</td>
<td>Murray</td>
<td>Yes</td>
</tr>
<tr>
<td>Doheny</td>
<td>Present</td>
<td>Hunt</td>
<td>Present</td>
<td>McGrath</td>
<td>Absent</td>
<td>Turck</td>
<td>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. 2017-10-101 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

[Signature]

Gary Turck  
Board Chairman
Board Resolution No. 2017-10-102  
October 26, 2017

TECHNICAL SERVICES AGREEMENT  
TOWN OF TUPPER LAKE  
GOLF COURSE & CROSS COUNTRY SKIING CENTER FEASIBILITY PROJECT

Whereas, the Town of Tupper Lake requested services from the Authority to provide technical assistance to complete a project to study the feasibility of implementing improvements at the Town-owned Golf Club and Cross Country Ski Center, and

Whereas, the Town of Tupper Lake has received funding from the New York State Department of State (DOS) to utilize towards their Golf Course and Cross Country Ski Improvement Project, and

Whereas, and the Town of Tupper Lake is presently working with the Authority on several projects, including Water and Sewer Consolidation Studies, a joint Village/Town Water System Improvement Project to extend water service into the Town in support of development at the Big Tupper Ski Resort Area, a Town Hall Access Improvement Project, and

Whereas, the scope of the Authority's services will consist of the following tasks: 1) Research and Data Acquisition; 2) Plan Development; 3) Presentation of Results, and

Whereas, the total cost to deliver these services shall not exceed $20,000.

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 Tupper Lake, for a total not to exceed contract amount of $20,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes    Hefferon - Yes    Johnson - Yes    Mastascusa - Absent
Carter – Yes        Hollenbeck - Present    MacKinnon – Yes    Murray - Yes
Doheny – Present   Hunt - Present         McGrath - Absent    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. 2017-10-102 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

[Signature]
Board Chairman
Board Resolution No. 2017-10-103
October 26, 2017

TECHNICAL SERVICES AGREEMENT
ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
ENGINEERING AND REDEVELOPMENT PLANNING

Whereas, the St. Lawrence County Industrial Development Agency (SLCIDA) requested services from the Authority to provide engineering and planning services for the phased redevelopment of the former Jones & Laughlin ore processing facility, herein after referred to as “J&L Site,” located in the Town of Clifton, and

St. Lawrence County is the owner of the J&L Site and as said owner, the County, on July 23, 2015 executed a Memorandum of Understand with the SLCIDA to document the arrangement between the County and the SLCIDA with respect to project administration for this phase of the project, and

Whereas, the SLCIDA has received funding from Restore NY, Northern Border Regional Commission (NBRC) and New York State Smart Growth and is pursuing additional funding sources to complete Phase 2 demolition, hazardous materials and asbestos abatement, and

Whereas, the SLCIDA authorized the Authority to complete Phase 1 services under a separate agreement executed on October 2, 2015, and

Whereas, the scope of the Authority’s services will consist of the following tasks: 1) Redevelopment Planning; 2) Engineering Services; and 3) Reporting, and

Whereas, the total cost to deliver these services shall not exceed $60,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $60,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes  Hefferson - Yes  Johnson - Yes  Mastascusa - Absent
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Present  Hunt - Present  McGrath - Absent  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. 2017-10-103 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT
2017 NORTHERN BORDER REGIONAL COMMISSION LOCAL DEVELOPMENT DISTRICT GRANT ADMINISTRATION

Whereas, the Development Authority has been designated by the Northern Border Regional Commission (NBRC) as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence, and Franklin Counties, and

Whereas, the LDD is the preferred agency, designated by the NBRC, to provide grant administration services to grantees; and the NBRC sets the amount that the LDD will be paid for grant administration based on the amount of the grant award, and

Whereas, three eligible entities have received NBRC grants in the Authority's LDD region for the 2017 funding cycle, and

Whereas, two of the grant awardees have selected the Authority to provide grant administration services as outlined in the table below.

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Type of Project</th>
<th>Amount of NBRC Award</th>
<th>Amount of Authority Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ogdensburg Growth Fund Development Corporation</td>
<td>Low-interest loan fund</td>
<td>$250,000</td>
<td>$6,500</td>
</tr>
<tr>
<td>St. Lawrence County</td>
<td>Re-establish safe access to rail infrastructure at the former Jones &amp; Laughlin (J&amp;L) site through removal of dilapidated structures</td>
<td>$500,000</td>
<td>$9,000</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>$750,000</strong></td>
<td><strong>$15,500</strong></td>
</tr>
</tbody>
</table>

Now, upon the recommendation of the Facilities Committee, therefore be it
RESOLVED, that Technical Services Agreements for NBRC Grant Administration by and between the Authority and the Ogdensburg Growth Fund Development Corporation and St. Lawrence County, are hereby ratified.

Motion by: A. MacKinnon  
Seconded by: A. Calligaris

Calligaris - Yes  Hefferon - Yes  Johnson – Yes  Mastascusa - Absent  
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes  
Doheny – Present  Hunt - Present  McGrath - Absent  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. 2017-10-105 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

\[Signature\]

Gary Turck  
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION

WITH

ST. LAWRENCE COUNTY

This Agreement entered into this _____ day of ___________ 2017, by and between:

ST. LAWRENCE COUNTY (SLC), a municipal corporation in the State of New York having an office building and principal place of business located at 48 Court Street, Canton, New York 13617, herein after referred to "Grantee".

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" or "LDD".

Recitals

A. St. Lawrence County will complete Rail Corridor Improvements at the former Jones & Laughlin (J&L) Steel Site. This project will re-establish safe access to rail infrastructure at the former J&L site through removal of dilapidated structures. Together, these activities will advance redevelopment potential of this long-abandoned iron ore processing plant. The Grantee was awarded a $500,000 grant from the Northern Border Regional Commission to help co-fund this $1,700,000 project (NBRC17GNY03).

B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDD as the preferred entity to administer NBRC grants.

C. The Grantee has requested the Authority provide technical services for the administration of NBRC grant 17GNY03 for its Project. At its Board meeting held on ______________, 2017, the Board selected the Authority to assist St. Lawrence County 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:

Page 1 of 5
1. The scope of services that will be performed by the Authority consists of the follows:

- **Quarterly Reporting:** Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

- **Reimbursement Requests:** Provide guidance to grantee on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

- **Final Reporting:** Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

- **General Assistance:** Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

NOTE: The Authority’s scope of work does not include conducting bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes. The Authority’s scope of work also does not include administration of other grants related to the same project. If the municipality wishes to engage the Authority in additional services beyond NBRC grant administration, a separate contract would be executed with the municipality.

2. The Grantee 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 $9,000. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Grantee 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>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
</tbody>
</table>

**TABLE 1**
<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$50</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

3. The Grantee shall provide the reasonable support services of its attorney, 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 Grantee as additional insured on the liability policy.

5. The Grantee 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 Grantee 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 Grantee, 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 Grantee 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 Grantee 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 Grantee 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 Grantee. 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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.

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

ST. LAWRENCE COUNTY

By:________________________

__________________________
ACKNOWLEDGEMENTS

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

On this ___ day of ___________ 2017, before me personally came
___________________________, who being duly sworn, did dispose and says that he
resides in ____________________, New York; that he is the Chair of the Board of
Legislators of the County described herein, and which executed the foregoing
instrument; and that he signed his name thereto by order of said SLCIDA.

_________________________
NOTARY PUBLIC

STATE OF NEW YORK       }  
COUNTY OF JEFFERSON    ) ss:

On this ___ day of ___________ 2017, 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
(1) Awarded to: St. Lawrence County, NY
Project: This project will re-establish safe access to rail infrastructure at the former Jones & Laughlin (J&L) Steel site through removal of dilapidated structures. Together, these activities will advance the redevelopment potential of this long-abandoned iron ore processing plant.
Location of Project: St. Lawrence County, New York (CD-21)
Grant Amount: $500,000
Match Amount: $1,200,000
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program

(2) Awarded to: Jefferson County Industrial Development Agency
Project: The project will connect water and sewer lines to Community Bank’s (CBNA) Operations Center, retaining 56 FTEs and 32 part time jobs. It will also facilitate potential new job creation by CBNA at the site.
Location of Project: Watertown, Jefferson County, New York (CD-21)
Grant Amount: $500,000
Match Amount: $5,633,175
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program

(3) Awarded to: Town of Plattsburgh
Project: The project includes installation of two 12-inch water production wells and a 20 by 30 foot treatment building for chlorination and fluoridation. It will accommodate future development for the Town of Plattsburgh and the region.
Location of Project: Plattsburgh, Clinton County, New York (CD-21)
Grant Amount: $500,000
Match Amount: $2,059,000
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program

(4) Awarded to: Ogdensburg Growth Fund Development Corporation
Project: For subordinate loans of up to $100,000 to businesses that are creating new jobs in the community, with emphasis on business development within the City’s State Designated Brownfield Opportunity Area.
Location of Project: City of Ogdensburg, New York (CD-21)
Grant Amount: $250,000
Match Amount: $62,500
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program
(5) Awarded to: City of Fulton
Project: To properly size, furnish and install over 3800 lineal feet of 8" water mains, 12" sewer mains and update storm sewer lines on a former 24 acre manufacturing site & support the entire southeast neighborhood. The 8 new divided commercial and retail lots when developed will create over 200 local jobs
Location of Project: Fulton, Oswego County, New York (CD-24)
Grant Amount: $250,000
Match Amount: $529,727
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program

(6) Awarded to: Town of Nelson
Project: Drinking water infrastructure including a 16,500 foot extension of the public water main, pump station, and storage tank will be constructed to service a water district east of the Village of Cazenovia. This will allow for future development.
Location of Project: Nelson, Madison County, New York (CD-22)
Grant Amount: $200,000
Match Amount: $2,650,000
Grant Awarded: Economic & Infrastructure Development (EID) Grant Program

Information on Awarded Applicants in New York, 2017
Number of Awards: 6
Total Amount of NBRC Funds Awarded: $2,200,000
Total Amount of Matching Funds: $12,125,402
Ratio of Awarded Funds to Match: 1.55
Awards Serving a Distressed County: 100%
Awards that are Infrastructure: 89%

Information on All Applicants for Assistance in New York, 2017
Total Number of Applicants: 32
Total Amount of Funds sought by Applicants: $7,292,601
Percent of Grant Requests Funded: 19%
SUBORDINATION POLICY
CDBG PROGRAMS

Whereas, the Development Authority of the North Country has executed Subrecipient Agreements with the City of Ogdensburg, Village of Massena, and Town of Wilna to administer their Community Development Block Grant (CDBG) programs, and

Whereas, as the Subrecipient the Authority is required to execute a Note and Mortgage with the homeowner in order to secure the CDBG funds, and

Whereas, the Note and Mortgage is filed with the County Clerk’s office, and

Whereas, from time-to-time the Authority may be asked to subordinate its Note and Mortgage to a senior lender, and

Whereas, the Authority should have a Subordination Policy to determine if the request to subordinate meets the Authority’s requirements.

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

RESOLVED, the Development Authority of the North Country does hereby adopt the Subordination Policy for CDBG Program Funds, and further be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to execute all subordination requests that meet the Subordination Policy.

Motion by: A. Calligaris
Seconded by: A. MacKinnon

Calligaris - Yes  Hefferon - Yes  Johnson – Yes  Mastascusa - Absent
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Present  Hunt - Present  McGrath - Absent  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. 2017-10-106 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman
SUBORDINATION POLICY

(CDBG Program Funds)

The Development Authority of the North Country has entered into Subrecipient Agreements with several communities for Community Development Block Grant (CDBG) funding. The Authority is required to execute a Note and Mortgage with a homeowner to secure the CDBG funds. This agreement is filed with the County Clerk’s office.

Subordination of liens originated through any Development Authority CDBG program will be permitted in cases involving refinancing of a homeowner’s first mortgage or other debt only when the following conditions are met. The Authority will utilize the attached subordination request form to collect information in order to determine if the request to subordinate meets its policy.

1. The borrower takes out no cash.
2. The refinancing is for a lower interest rate than the existing first mortgage or other debt.
3. The borrowers new monthly mortgage payment (including principal and interest) will be less than the current monthly payment. At staff’s discretion, exceptions may be considered for homeowners refinancing out of an adjustable rate mortgage or into a lower term mortgage, or if additional improvements are planned on the property.
4. The borrowers new loan amount will be less than the current loan amount, unless additional improvements are planned on the property.
5. The new mortgage must be for a fixed interest loan. The Development Authority will not subordinate to an adjustable rate mortgage (ARM).
6. Special consideration will be given to those receiving a loan modification on the first mortgage.
7. Special consideration will be given to requests that include additional home improvements as part of the refinancing plan.

The Development Authority requires up to 21 business days to process subordination requests. As we are unable to guarantee turnaround in less time, applicants must plan accordingly. Processing will not begin until a complete subordination request form is received.
SUBORDINATION REQUEST FORM

This form is designed to provide the information necessary for responding to a request for subordination of a grant/loan note and mortgage to a subsequent note and mortgage made or to be delivered to another lender. Please fill out the form completely. Incomplete forms will be returned. Additional information may be required. It is the funding source’s sole discretion to agree to subordinate its note and mortgage.

Funding Source: ____________________________  Project ID: ____________________________

Amount of Grant to homeowner: ____________________________  Recorded Date: ____________________________

Date of Note and Mortgage: ____________________________  County: ____________________________

Liber: ____________________________  Page: ____________________________  Expires: ____________________________

Current Appraisal: ____________________________

Original Subsidized Price of Home: ____________________________

Name of Homeowner(s): ____________________________________________

Current Address: ____________________________________________

Current Financial Situation

<table>
<thead>
<tr>
<th>Type</th>
<th>Lender</th>
<th>Interest Rate</th>
<th>Monthly Payments (A)</th>
<th>Balance</th>
<th>Remaining Payments (B)</th>
<th>TOP's Left* (AxB)</th>
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</thead>
<tbody>
<tr>
<td>1st Mortgage (principal and interest only)</td>
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<tr>
<td>Tax &amp; Insurance</td>
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<tr>
<td>2nd Mortgage</td>
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<td>Others (in Total)</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*Total of Payments: Remaining # of payment multiplied by monthly payment

Lending Institution to which Funding Source would subordinate:

(Complete Corporate Name) ____________________________________________

Proposed Loan Uses

<table>
<thead>
<tr>
<th>New Mortgage:</th>
<th>(Amount)</th>
<th>(Recipient)</th>
<th>1st Mortgage Lender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Mortgage Balance:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Principal (Subtract):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Improvement (Subtract):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Payout 1 (Subtract):</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other Payout 2 (Subtract):</td>
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<tr>
<td>Other Payout 3 (Subtract):</td>
<td></td>
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<tr>
<td>Balance (Should equal zero):</td>
<td></td>
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</tr>
</tbody>
</table>
### New (Proposed) Financial Situation

<table>
<thead>
<tr>
<th>Type</th>
<th>Lender</th>
<th>Interest Rate</th>
<th>Monthly Payments</th>
<th>Balance</th>
<th>Term (Vr or Fixed)</th>
<th>Total of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Mortgage</td>
<td></td>
<td></td>
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<tr>
<td>Tax &amp; Insurance</td>
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<tr>
<td>2nd Mortgage</td>
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<tr>
<td>Other Loan 1</td>
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<tr>
<td>Other Loan 2</td>
<td></td>
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<tr>
<td>Credit Card 1</td>
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<td></td>
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<tr>
<td>Credit Card 2</td>
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<tr>
<td>Credit Card 3</td>
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<tr>
<td>Credit Card 4</td>
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<tr>
<td>Credit Card 5</td>
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<tr>
<td>Others (In Total)</td>
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<td></td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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</tr>
</tbody>
</table>

Gross Monthly Income: ___________________ Net Monthly Income*:

* (If pay periods are every week multiply by 4.33, if every other week multiply by 2.16)

**Reason for Request:**

I am the homeowner of the above-captioned property which is my principal residence. The information supplied above is true and accurate. The new loan funds will be used for the purposes stated herein.

_____________________________  _______________________
Homeowner                        Date

**Grantee Recommendation:**

We have reviewed and retained the documents necessary to supply the information listed herein. Based on this information, we have concluded that the homeowner can support the payments of this debt and we hereby recommend the subordination.

**Grantee:**

_____________________________
Tel. Number: ___________________

**Contact Name:**

_____________________________
Comments: ___________________

By (Signature): ___________________  Date: ___________________

**Print Name:**

_____________________________
**Title:**

_____________________________
COMMUNITY RENTAL HOUSING PROGRAM
NDC PROGRAM
ACQUISITION OF RESIDENTIAL PROPERTIES IN WATERTOWN

Whereas, Resolution No. 2017-08-94 authorized the acquisition of bank-foreclosed properties as part of the NDC model in the City of Watertown, and

Whereas, said resolution recognized the NDC Committee comprised of representation from Neighbors of Watertown, the Development Authority, City of Watertown, Watertown Housing Authority and Habitat for Humanity to recommend projects to the Project Development Committee, and

Whereas, said resolution authorized the Project Development Committee to work with staff to negotiate purchase agreements and options on behalf of the Board with final approval by the Board of Directors, and

Whereas, the NDC Committee met on September 28, 2017 and reviewed two properties to be considered by the Authority for acquisition and rehabilitation through the NDC program, and

Whereas, the Project Development Committee met on October 17, 2017 and reviewed the two properties identified by the NDC Committee for potential acquisition and rehabilitation through the NDC Program, and

Whereas, the addresses for the properties to be acquired are identified in this resolution as Project A and Project B since the Authority is in the process of negotiating purchase of these properties, and

Whereas, the Authority would need to utilize $575,000 from the Community Rental Housing Program in order to acquire and rehabilitate Projects A and B in the City of Watertown, and

Whereas, of the $575,000, $125,000 would be in the form of a grant to assist 5 units of housing ($25,000 per unit), and

Whereas, the balance of $450,000 would be repaid to the Authority through other grants and through the sale of the properties.

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby commit an amount not to exceed $575,000 which includes $125,000 as grants from the Community Rental Housing Program for the acquisition and renovation of Project A and Project B in the City of Watertown, and authorizes the Executive Director to execute all appropriate documents necessary to acquire and rehabilitate the properties, 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: M. Murray  
Seconded by: A. MacKinnon

Calligaris - Yes  Hefferson - Yes  Johnson – Yes  Mastascusa - Absent  
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes  
Doheny – Present  Hunt - Present  McGrath - Absent  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. 2017-10-107 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

[Signature]
Gary Turck  
Board Chairman
MODIFYING LOAN ISSUED
HOLE BROTHER’S ENTERPRISES, LLC
HOW KOOL, LLC

Whereas, Resolution No. 2017-06-68 ratified a commitment of $320,000, comprised of a $160,000 grant and $160,000 loan, from the North Country Redevelopment Fund to Hole Brother’s Enterprises, LLC, and

Whereas, How Kool LLC was a guarantor of the loan, and

Whereas, upon legal review of the organization’s legal documents it was determined that How Kool LLC should be the legal borrower and Hole Brother’s Enterprises, LLC should be the guarantor, and

Whereas, this change has no material effect on the credit underwriting for this loan, and

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

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

RESOLVED, the Development Authority of the North Country does hereby modify the loan commitment in the amount of $320,000 ($160,000 loan/$160,000 grant) from the North Country Redevelopment Fund previously to Hole Brother’s Enterprises, LLC to How Kool LLC at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements 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: F. Carter
Seconded by: T. Hefferon

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Absent
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Absent 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. 2017-10-108 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman
TERM SHEET

Borrower: How Kool LLC

Loan Fund: North Country Redevelopment Fund

Amount: $320,000 ($160,000 loan/$160,000 grant)
(New York State Empire State Development Funding)

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only for first 6 months; then principal and interest to fully amortize the loan over remaining term

Collateral: Co-proportional second mortgage on real estate located at
321 Howk Street, Watertown, New York 13601
Assignment of rents and leases

Guarantors: Hole Brother's Enterprises LLC, Reginald Schweitzer, Jr., Christina Shultz, Thomas Shultz

Conditions: Owner cash of $725,000
Watertown Savings Bank financing of $85,000
Watertown Local Development Corporation financing of $68,000
Third party broker opinion or as completed appraisal with a minimum value of $313,000 for a 1:1 loan-to-value
Acceptable MWBE utilization plan
Recapture Provision over 10 years on grant portion
Funds to be utilized for renovations and equipment
Complete environmental testing prior to loan closing in order to confirm the remediation budget
Board Resolution No. 2017-10-109
October 26, 2017

COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM
TERM SHEET AMENDMENT

Whereas, Resolution No. 2016-02-14 established the Regional Redevelopment Housing Program (RRHP) setting funds aside approved by Empire State Development within the Community Rental Housing Program for a grant/loan program to make improvements to substandard properties, and

Whereas, Resolution No. 2017-08-94 further modified the RRHP to be replicated in other communities within the three-county region, and

Whereas, Resolution No. 2017-08-94 further modified what the funds could be used for, and

Whereas, it was not the Authority's intent to limit the use of the funds for strictly acquisition of properties and for the testing and remediation of hazardous materials, and

Whereas, it was also not the Authority's intent to limit the term of the loan portion of the funding to strictly 15 years but to provide some flexibility to projects on a case-by-case basis.

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

RESOLVED, the Development Authority of the North Country does hereby modify the Term Sheet for the Regional Redevelopment Housing Program within the Community Rental Housing Program to reflect that the funds may be used for acquisition of residential properties (single family and multi-family) and renovations including hazardous materials assessments and associated soft costs, and further be it

RESOLVED, the Development Authority of the North Country does hereby modify the Term Sheet for the Regional Redevelopment Housing Program within the Community Rental Housing Program to reflect a loan term up to 15 years for real estate, or at the discretion of the Board of Directors.

Motion by: M. Murray
Seconded by: A. Calligaris

Calligaris - Yes       Hefferon - Yes       Johnson - Yes       Mastascusa - Absent
Carter – Yes          Hollenbeck – Present  MacKinnon – Yes      Murray - Yes
Doheny – Present     Hunt - Present        McGrath - Absent    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. 2017-10-109 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman
TERM SHEET
(REVISIONS IN BOLD)

Regional Redevelopment Housing Program (RRHP)

Purpose: A demonstration program in the City of Watertown consistent with the Neighbors of Watertown, Development Authority of the North Country, and City of Watertown (NDC) model that currently exists, utilizing $1 million from the Community Rental Housing Program that would allow for a grant/loan combination to rehabilitate homes within the NDC program. The Regional Redevelopment Housing Program (RRHP) was approved by Empire State Development on December 11, 2015, as an appropriate utilization of Community Rental Housing Program funds within the Regional Redevelopment Housing Program. Program can be replicated in other communities within the three-county region with a Memorandum of Understanding with participating municipality and housing providers.

Eligible Uses: Acquisition of residential properties (single family and multifamily) and renovations including hazardous materials assessments and associated soft costs.

Max. Amount: Application must utilize loan funds in order to access grant funds. Grant/loan combination always 1:1. Exceptions may be made by the Board of Directors.

Interest Rate: 1%, or at the discretion of the Board of Directors.

Loan Term: Up to 15 years for real estate, or at the discretion of the Board of Directors

Collateral: Mortgage on real property
MODIFYING LOAN COMMITMENT
AFFORDABLE RENTAL HOUSING PROGRAM
CAMBRAY COURT APARTMENTS L.P.

Whereas, Resolution No. 2015-06-84 modified the loan commitment to Cambray Housing Corporation for a loan in the amount of $500,000 from the Affordable Rental Housing Program for new construction of units at its affordable housing project in Gouverneur, and

Whereas, at its meeting on June 25, 2015 the Project Development Committee stated that it would recommend increasing the loan amount from $500,000 to $750,000 due to asbestos removal which increased the project costs by approximately $875,000, and

Whereas, staff is preparing to close on the financing for the project, and

Whereas, staff determined that the approved Resolution No. 2015-06-84 erroneously did not reflect the Project Development Committee recommendation to increase the loan amount from $500,000 to $750,000, and

Whereas, Cambray Court Apartments L.P. is the official entity which was formed to borrow the funds and which has no impact on the credit determination for this loan, and

Whereas, per the attached meeting minutes for June 25, 2015 it was the Project Development Committee’s intent to recommend the increase in the loan amount, and

Whereas, by Resolution No. 2013-10-14 the Authority filed a Negative Declaration in accordance with the requirements for an unlisted action in reference to SEQR review.

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby modify a commitment to Cambray Court Apartments L.P. from the Affordable Rental Housing Program to increase the amount of its loan from $500,000 to $750,000 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.

Motion by: F. Carter
Seconded by: T. Hefferon

Calligaris - Yes  Hefferon - Yes  Johnson -- Yes  Mastascusa - Absent
Carter -- Yes  Hollenbeck - Present  MacKinnon -- Yes  Murray - Yes
Doheny - Present  Hunt - Present  McGrath - Absent  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. 2017-10-110 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman
TERM SHEET

Borrower: Cambray Court Apartments, LP

Program: Affordable Rental Housing Program

Amount: $750,000.00

Term: 30 years

Rate: 1%

Payments: Interest-only due 12/31 annually based upon available cash flow. Borrower will have until 3/31 to make payment without penalty.

Collateral: Co-proportional second mortgage with NYS Housing Trust Fund on 71-unit facility behind Senior Lender

Contingencies: Proof of all other funding commitments
OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF LERAY WATER DISTRICTS 1, 2, 3, 4
AND SEWER DISTRICTS 1, 2 AND 4

Whereas, the Development Authority of the North Country is qualified and equipped to provide contract operator services for municipal water and wastewater facilities, and

Whereas, the Town of LeRay desires to continue a new five (5) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of $590,455, and

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

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Town of LeRay, and be it further

RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

Motion by: M. Murray
Seconded by: A. MacKinnon

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Absent
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Absent 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. 2017-10-111 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 26th day of October, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 26th day of October, 2017.

Gary Turck
Board Chairman