

Mission: The mission of the County of Lewis IDA is to stabilize, strengthen and grow communities through strategic community partnerships, innovative incentive programs, responsible leverage of our financial resources and thoughtful policy development to advance economic growth and a brighter and more inclusive future for all.

- I. Call to Order 8:15AM
- II. Privilege of the Floor
- III. Minutes for January 9, 2025 Board Meeting
- IV. Financial Reports for December 2024
- V. Items for Approval 8:30AM
 - I. LCIDA Finance Committee Notes
 - i. LCIDA 2025-2026 Budget
- VI. IDA Report
- VII. Correspondence
- VIII. Items for Discussion 9:00AM
 - I. Harrisville Community Bank Building
 - II. Black River Valley Natural Installment Sale
 - III. Hamilton County IDA Housing Example
 - IV. Site Development Updates and "Options to Purchase"
 - V. McRez Meat Packing Update
- IX. Executive Session
- X. Adjournment 9:45AM

Next Meeting:

LCIDA Regular Board Meeting – March 6, 2025 – 8:15am – LC JCC Education Center (Boardroom)

Board Members Present: Joe Lawrence, Jerry Haenlin, Herb Frost, Darlene Rowsam, Gagan Singh, McKenzie Lehman, Jessica Moser (8:18am), Candace Randall (8:27am)

Others Present: Eric Virkler (Lewis County), James Munn (Black River Valley Natural), Brittany Davis, Trish Michael, Cheyenne Steria, Kaylee Tabolt

I. Call to Order

- a. Chairman Joseph Lawrence called the meeting to order at 8:15am.
- b. Chairman Joseph Lawrence read the County of Lewis IDA Mission Statement.

II. Privilege of the Floor

- a. Joe Lawrence introduced James Munn, owner of Black River Valley Natural, to provide updates on his business. James Munn clarified that he is coming to the Board because his business is in a dire position – they are at imminent risk of closure. James Munn proposed the concept of “BRVN 2.0” to the Board, which is the outcome of a deep-dive clinic into his business and developing a sustainable path forward. James Munn noted his mindset shift from providing a specialty good to a community that does not want to pay a specialty price to providing a specialty consumer base. James Munn presented on “BRVN 2.0.” Gagan Singh questioned James Munn on the one thing that is a barrier to all others. James Munn responded that his debt is his greatest barrier. Joe Lawrence added that he was in the room with James Munn during his initial meeting with the Naturally Lewis Team; Joe Lawrence commends the work that James Munn and his family have worked tirelessly, and they have always had a community forward vision. Joe Lawrence added that local foods producers, including James Munn, have bailed out our community – taking on the North Star Food Hub, supporting schools during the milk carton shortage, and during the pandemic when local goods were the solution to supply chain challenges. Joe Lawrence added that at the inception of Black River Valley Natural all parties, including the IDA, were altruistic and not seeing from the business perspective. Jessica Moser questioned Cheyenne Steria on the history of the Installment Sale Agreement to Black River Valley Natural. Cheyenne Steria confirmed that the initial loan was \$22,000 and it is currently at \$16,000; there is perfect repayment history on this loan.

III. Minutes

January 9, 2025 | 8:15am

Lewis County JCC Education Center | Lowville, NY

- a. The previously distributed **December 2024 Regular Board Meeting Minutes** were reviewed by the Board.
 - i. A motion to approve of the **December 2024 Regular Board Meeting Minutes**, which includes the profit and loss statement, and the balance sheet.
 1. A motion to approve of the **Regular Board Meeting Minutes** was made by Jerry Haenlin and seconded by Herb Frost. All present were in favor and motion carried.

IV. Financial Reports

- a. Trish Michael discussed notables on the **November 2024 LCIDA Financial Report**, which includes the profit & loss statement and balance sheet. Staff clarified that "Other Assets" are mostly future PILOT fees.
 - i. A motion to approve of the LCIDA Financial Reports was made by McKenzie Lehman and seconded by Jerry Haenlin. All present were in favor and motion carried.

V. Items for Approval

- a. LCIDA & Naturally Lewis, Inc. Staff Services Agreement
 - i. Brittany Davis noted that Candace Randall has provided an updated **Staff Services Agreement**. Candace Randall noted revisions in this final draft.
 1. A motion to approve of the **Staff Services Agreement** was made by Jerry Haenlin and seconded by Jessica Moser. All present voted in favor and motion carried.
- b. Finance Committee
 - i. Cheyenne Steria noted the December Finance Committee meeting regarding the deferment request of the Black River Valley Natural Installment Sale payments and the potential Snow Ridge Installment Sale Agreement. Cheyenne Steria also noted that there is a Town of Lyonsdale Meeting where the approval of the McRez Meat Packing project Site Plan is on the table. The Board discussed the action of the IDA and Lewis County if the Town does not approve of the project
 - ii. Candace Randall noted that there are other similar projects in the community and this specific project not being approved feeling discriminatory at its face.
 - iii. Cheyenne Steria presented the terms and conditions of the proposed Snow Ridge Resort Installment Sale Agreement with the terms of purchasing a used 2019 groomer.

1. A motion to approve of the Snow Ridge Resort Installment Sale Jerry, Herb. All present voted in favor and motion carried.
2. A motion to defer payments on the Black River Valley Natural Installment Sale Agreement through December 31, 2025 was made by Gagan Singh and seconded by Jerry Haenlin. All present voted in favor and motion carried.
- iv. Herb Frost added that when Black River Valley Natural seeks an Installment Sale Agreement for new equipment, it may be better to purchase new. Jessica Moser agreed. Brittany Davis questioned Jessica Moser and Herb Frost on the developing Business Retention Fund by the LCDC and Lewis County and if from their Lewis County perspective, Jessica Moser and Herb Frost adamantly confirmed that this project, which is facing closure without assistance, is the ideal project for the Business Retention Fund.

VI. IDA Report

- a. Brittany Davis presented updates on
- b. Gagan Singh questioned if the IDA can build housing. The Board discussed if the IDA wants to take on housing projects or if they should incentivize others to do projects. Brittany Davis will
- c. Cheyenne will be holding a meeting with all ATJs to the Sugar Maple Solar Project to discuss what an IDA PILOT could look like and what Sugar Maple Solar has offered in other communities.

VII. Adjournment

- a. A motion to adjourn was made at 9:48am by Darlene Rowsam and seconded by Herb Frost. All present voted in favor and motion carried.

Lewis County IDA

Expenses by Vendor Summary

December 2024

	TOTAL
Barclay Damon	0.00
Community Bank	20.00
Gates-Cole Associates, Inc.	424.00
google	21.59
Lewis County Development Corporation	68,678.40
North Country CPAs	482.49
Village of Lowville	195.33
TOTAL	\$69,821.81

Lewis County IDA

Balance Sheet

As of December 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Cash-Petty Cash	50.00
IDA CD 1M - x0868	1,000,000.00
IDA CD 500K - x0867	500,000.00
IDA Checking x1214	370,375.95
IDA Micro Rev Loan x2054 CLOSED	0.00
IDA Money Market x1248	713,593.53
IDA USDA Loan Fund x1511	98,452.47
NYCLASS	1,038,756.83
Total Bank Accounts	\$3,721,228.78
Accounts Receivable	\$999,461.85
Other Current Assets	\$312,902.60
Total Current Assets	\$5,033,593.23
Fixed Assets	\$0.00
Other Assets	\$478,548.27
TOTAL ASSETS	\$5,512,141.50
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	\$ -0.33
Total Liabilities	\$ -0.33
Equity	\$5,512,141.83
TOTAL LIABILITIES AND EQUITY	\$5,512,141.50

Lewis County IDA

Profit and Loss

December 2024

	TOTAL
Income	
3022 Interest Income	
3020 IDA - Bank Accounts Interest	5,165.98
3081 Loan Fund Interest Income	73.42
3091 IDA - Installment Sale Interest Income	441.11
Total 3022 Interest Income	5,680.51
3076 PILOT Payments passthrough	1,030,537.78
Total Income	\$1,036,218.29
GROSS PROFIT	\$1,036,218.29
Expenses	
3074 Economic Development Expense	68,678.40
3075 Agency Exp	926.49
3121 Marketing	21.59
3500 Trinity Ave Expenses	195.33
Total Expenses	\$69,821.81
NET OPERATING INCOME	\$966,396.48
Other Income	
1167-01 2nd Place Occupancy Payments	1,360.38
Total Other Income	\$1,360.38
NET OTHER INCOME	\$1,360.38
NET INCOME	\$967,756.86

Members Present: Joe Lawrence, Gagan Singh, Mckenzie Lehman

Staff Present: Brittany Davis, Cheyenne Steria

- LCIDA 2025-2026 Draft Budget
 - Brittany Davis introduced the draft 2025-2026 Budget noting that her and Cheyenne Steria, Director of Development, worked on this budget in early January. Brittany indicated that, initially, the budget looks bad for a number of reasons credited to the Flat Rock Wind PILOT payment not coming in and some large expenditures relating to property development initiatives.
 - Cheyenne Steria walked the committee through the budget, noting highlights, including: not having the Flat Rock Wind PILOT fee; no staff charges since staff is not at Naturally Lewis; larger expenditures like purchase of the Harrisville Community Bank building, the Naturally Lewis office building, and potential commerce park land; consulting fees; general property development initiatives; interest income.
 - Gagan Singh recommended that we increase the Interest income from the recent CD investments from \$5,000 to \$20,000, because we know that this will be fixed income.
 - The committee recommended taking the draft budget to the full board for review at the February board meeting.
- BRVN Installment Sale Options
 - Following up on Black River Valley Natural's presentation at the last IDA Board Meeting, there was further discussion on a path forward relating to installment sale options for the business. The question was asked on preference of how the IDA can assist BRVN through its current hardship. Two options were offered: 1. installment sale on BRVN owned equipment to then lease back to the business to allow them to pay down debt. The IDA would own this equipment and hold it as an asset until BRVN can pay it off. There would be a deferred payment schedule while they get back on their feet. 2. Installment sale on a brand-new filler, which would increase his efficiency and reduce his operating costs.
 - Discussion was had on the idea that the IDA is here to take on riskier situations in order to retain and grow businesses. The committee was in favor of both options, but indicated that if the IDA can purchase existing equipment to help him pay off his debt to consolidate, then that is something they would be interested in.
 - The committee recommended that staff go back to BRVN to start gathering the information needed for equipment to present at the next board meeting.

**Lewis County IDA
Proposed Budget 2025-2026**

	<u>Approved Budget</u> 2024-25	<u>Projected Results</u> 2024-25	<u>Proposed Budget</u> 2025-26	
Revenue				
Operating Revenue:				
Charges for Services	308,617	320,399	207,117	
Agency Fees (PILOT, Sales Tax, etc)				
Number Three Wind	202,117	202,117	202,117	
Flat Rock Wind	100,000	100,000	0	
Misc PILOTs	5,000	18,282	5,000	
Application Fees	1,500	0	0	
Rental & Financing Income	21,241	21,751	24,898	
<u>Loans</u>				
THAR loan interest	890	439	0	
Loan fund interest	300	248	0	
<u>Installment Sales, Leases, etc</u>				
IDA Bank Accounts interest	5,000	10,000	5,000	
BRVN installment sale interest	558	339	218	<i>deferred through 12/31/25</i>
Trinity building lease/installment sale interest	5,200	2,260	5,130	
Brewing Equipment installment sale interest	5,093	2,205	5,030	
Snow Ridge installment sale interest	4,200	4,200	3,660	
Snow Ridge 2025 Groomer Installment Sale interest		2,060	5,860	
Other Operating Revenue	0	0	37,700	
NL Staff Service Contract Adjustment	0	0	37,700	
Total Operating Revenue	329,858	342,150	269,715	
Non-Operating Revenue:				
Investment Earnings	0	50,000	20,000	<i>NYCLASS, conservative</i>
State Subsidies/Grants	0	0	0	<i>DRI 2027</i>
Federal Subsidies/Grants	0	0	0	
Municipal Subsidies/Grants	0	0	0	
Public Authority Subsidies	0	0	0	
Other Non-Operating Revenue	0	0	0	
Proceeds from the issuance of debt	0	0	0	
Total Nonoperating Revenue	0	50,000	20,000	
Total Revenue:	329,858	392,150	289,715	

Expenditures					
Operating Expenditures:					
	Salaries and Wages	0	0	0	
	Other Employee Benefits	0	0	0	
	Professional Service Contracts	305,460	222,837	290,316	
	Accounting	500	1,600	1,600	
	Audit	9,000	13,200	12,000	
	Consulting (not project-specific)	2,000	2,000	2,000	
	NL Staff Service Contract	293,960	206,037	274,716	<i>IDA fiscal year vs NL fiscal year</i>
	Supplies and Materials	2,000	1,000	1,000	
	Office IT & Supplies	2,000	1,000	1,000	
	Other Operating Expenditures	114,500	104,000	217,500	
	Insurance	3,000	3,000	3,000	
	Professional Development	0	0	1,000	<i>IDA academy</i>
	Travel, meals, conference lodging	0	0	1,000	<i>IDA Academy</i>
	Marketing	0	0	5,000	<i>Keynote sponsor</i>
	Property & Site Developments	100,000	100,000	100,000	<i>R&D, prospecting, surveying, etc.</i>
	Consultants	0	0	50,000	<i>attract what we want plan</i>
	Contracted Project Management	0	0	50,000	
	Legal (not project-specific)	9,000	1,000	5,000	
	Depreciation	2,500	0	2,500	
	Bad debt	0	0	0	
	Total Operating Expenditures	421,960	327,837	508,816	
Non-Operating Expenditures:					
	Payment of Principal on Bonds & Financing	0	0	0	
	Interest & Finance Charges	0	0	0	
	Subsidies to other Public Authorities	0	0	0	
	Capital Asset Outlay	0	0	640,000	<i>Harrisville Bank, NL office purchase, commerce park land</i>
	Grants & Donations	0	0	0	
	Other Non-Operating Expenditures	0	0	20,000	<i>maintenance of owned buildings</i>
	Total Non-Operating Expenditures	0	0	660,000	
Total Expenditures:		421,960	327,837	1,168,816	
	Capital Contributions	0	0	0	
Excess (Deficiency) of Revenues and Capital Contributions over Expenditures		(92,102)	64,313	(879,101)	

<u>Account</u>	<u>1/1/25 balance</u>	<u>5/31/25 projected balance</u>	<u>5/31/26 projected balance</u>
Checking/Savings	750,000	650,000	270,899
NYClass	1,040,000	1,574,000	2,074,000
CDs	1,500,000	1,000,000	0
Total	3,290,000	3,224,000	2,344,899
Assets			

Lewis County IDA Proposed Budget 2024-2025					
		<u>Proposed Budget</u>	<u>Anticipated Budget</u>	<u>Anticipated Budget</u>	<u>Anticipated Budget</u>
		2025-26	2026-27	2027-28	2028-29
Revenue					
Operating Revenue:					
	Charges for Services	207,117	207,117	5,000	5,000
	Agency Fees (PILOT, Sales Tax, etc)				
	Number Three Wind	202,117	202,117	0	0
	Misc PILOTS	5,000	5000	5000	5000
	Rental & Financing Income	24,898	22,060	21,025	20,160
	<i>Installment Sales, Leases, etc</i>				
	IDA Bank Accounts interest	5,000	3,000	3,000	3,000
	BRVN installment sale interest	218	400	350	300
	Trinity building lease/installment sale	5,130	5,130	5,130	5,130
	Brewing Equipment installment sale	5,030	5,030	5,030	5,030
	Snow Ridge installment sale #1 interest	3,660	3,100	2,515	2,000
	Snow Ridge 2025 Groomer Installment Sale interest	5,860	5,400	5,000	4,700
	Other Operating Revenue	37,700	37,700	37,700	37,700
	Total Operating Revenue	269,715	266,877	63,725	62,860
Non-Operating Revenue:					
	Investment Earnings	20,000	10,000	10,000	10,000
	State Subsidies/Grants	0	0	0	0
	Federal Subsidies/Grants	0	0	0	0
	Municipal Subsidies/Grants	0	0	0	0
	Public Authority Subsidies	0	0	0	0
	Other Non-Operating Revenue	0	0	0	0
	Proceeds from the issuance of debt	0	0	0	0
	Total Nonoperating Revenue	20,000	10,000	10,000	10,000
Total Revenue:		289,715	276,877	73,725	72,860

Expenditures					
Operating Expenditures:					
	Salaries and Wages	0	0	0	0
	Other Employee Benefits	0	0	0	0
	Professional Service Contracts	290,316	290,316	290,316	290,316
	Accounting	1,600	1,600	1,600	1,600
	Audit	12,000	12,000	12,000	12,000
	Consulting (not project-specific)	2,000	2,000	2,000	2,000
	Staff Service Contract	274,716	274,716	274,716	274,716
	Supplies and Materials	1,000	1,000	1,000	1,000
	Office IT & Supplies	1,000	1,000	1,000	1,000
	Other Operating Expenditures	217,500	177,500	177,500	177,500
	Insurance	3,000	3,000	3,000	3,000
	Professional Development	1,000	1,000	1,000	1,000
	Travel, meals, conference lodging	1,000	1,000	1,000	1,000
	Marketing	5,000	5,000	5,000	5,000
	Property & Site Developments	100,000	100,000	100,000	100,000
	Consultants	50,000	10,000	10,000	10,000
	Contracted Project Management	50,000	50,000	50,000	50,000
	Legal (not project-specific)	5,000	5,000	5,000	5,000
	Depreciation	2,500	2,500	2,500	2,500
	Bad debt	0	0	0	0
	Total Operating Expenditures	508,816	468,816	468,816	468,816
Non-Operating Expenditures:					
	Payment of Principal on Bonds & Financing	0	0	0	0
	Interest & Finance Charges	0	0	0	0
	Subsidies to other Public Authorities	0	0	0	0
	Capital Asset Outlay	640,000	0	0	0
	Grants & Donations	0	0	0	0
	Other Non-Operating Expenditures	20,000	0	0	0
	Total Non-Operating Expenditures	660,000	0	0	0

Total Expenditures:			1,168,816		468,816	468,816	468,816
Capital Contributions			0		0	0	0
Excess (Deficiency) of Revenues and Capital Contributions over Expendit			(879,101)		(191,939)	(395,091)	(395,956)

**Lewis County IDA
Budget 2024-2025**

	<u>Approved Budget</u> 2023-24	<u>Projected Results</u> 2023-24	<u>Proposed Budget</u> 2024-25	<u>Proposed Budget</u> 2025-26	<u>Proposed Budget</u> 2026-27	<u>Proposed Budget</u> 2027-28
Revenue						
Operating Revenue:						
Charges for Services	466,117	422,317	308,617	208,617	208,617	208,617
Rental & Financing Income	22,780	55,048	21,241	13,560	11,685	9,565
Other Operating Revenue	241,600	9,853	0	0	0	0
Total Operating Revenue	730,497	487,218	329,858	222,177	220,302	218,182
Non-Operating Revenue:						
Investment Earnings	0	0	0	0	0	0
State Subsidies/Grants	270,000	77,547	0	0	0	0
Federal Subsidies/Grants	0	0	0	0	0	0
Municipal Subsidies/Grants	0	0	0	0	0	0
Public Authority Subsidies	0	0	0	0	0	0
Other Non-Operating Revenue	0	0	0	0	0	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Total Nonoperating Revenue	270,000	77,547	0	0	0	0
Total Revenue:	1,000,497	564,765	329,858	222,177	220,302	218,182
Expenditures						
Operating Expenditures:						
Salaries and Wages	265,836	126,295	0	0	0	0
Other Employee Benefits	15,388	11,870	0	0	0	0
Professional Service Contracts	18,000	363,975	305,460	305,460	160,041	160,041
Supplies and Materials	7,000	5,700	1,000	0	0	0
Other Operating Expenditures	315,260	242,820	114,500	110,500	110,500	110,500
Non-Operating Expenditures:						
Payment of Principal on Bonds & Financing	0	0	0	0	0	0
Interest & Finance Charges	0	0	0	0	0	0
Subsidies to other Public Authorities	0	0	0	0	0	0
Capital Asset Outlay	0	0	0	0	0	0
Grants & Donations	270,000	77,547	0	0	0	0
Other Non-Operating Expenditures	0	0	0	0	0	0
Total Non-Operating Expenditures	270,000	77,547	0	0	0	0

Total Expenditures:	891,485	828,207	420,960		415,960	270,541	270,541
Capital Contributions	0	0	0		0	0	0
Excess (Deficiency) of Revenues and Capital Contributions over Expenditures	109,012	(263,442)	(91,102)		(193,783)	(50,239)	(52,359)

OFFER TO PURCHASE

TO: **COMMUNITY BANK, NATIONAL ASSOCIATION**, 5790 Widewaters Parkway, DeWitt, New York 13214 the holder of the fee simple title to the Property described below (the "Seller")

FROM: **COUNTY OF LEWIS INDUSTRIAL DEVELOPMENT AGENCY**, 7551 South State Street, Lowville, New York 13367 (the "Purchaser")

Property Under and subject to the terms and conditions of this Offer to Purchase, Purchaser offers to purchase from Seller the fee simple title to the parcel of land located at **14216 State Street in the Town of Diana, Lewis County, New York, being Tax Map Parcel Number 013.14-08-16.000**, consisting of a 1,056+/- square foot single-story building, situated on 0.18+/- acre of land, together with all right, title and interest of the Seller, if any, in and to (i) the highway, and all gores and strips of land, easements, rights and rights of way, adjacent to or used in connection with the Property, and (ii) all improvements located on the Property, including fixtures and equipment attached to the Property.

Notwithstanding anything to the contrary herein, Seller reserves the right to remove any and all banking trade fixtures, including, but not limited to, security equipment, ATM machines, deposit boxes, and vaults, prior to Closing (hereinafter defined).

The land, improvements, fixtures, equipment and other rights and interests enumerated above and to be sold and conveyed pursuant to the Contract are hereinafter collectively referred to as the "Property."

Purchase Price The purchase price for the Property shall be **Fifty Thousand and 00/100 Dollars (\$50,000.00)** payable as follows:

Deposit **\$5,000.00** deposited with Bond, Schoeneck & King, PLLC, the attorneys for the Seller (the "Escrow Agent"), to be held until this Offer to Purchase is accepted, at which time it shall become part of the purchase price for the Property or returned if this Offer to Purchase is not accepted (the "Deposit"); and

Balance **\$45,000.00** in certified funds at Closing (defined below).

Effective Date "Effective Date" shall mean the date that Seller executes and accepts this Offer to Purchase.

Searches, Taxes, Easements, Restrictions, Zoning, etc. Seller shall deliver to Purchaser or to its attorneys, at least fifteen (15) days before Closing, an up-to-date forty-year (40) abstract of title, a current survey of the Property dated as of October 4, 2023, and ten-year searches or tax receipts showing the Property to be free and clear of all liens and encumbrances, except easements benefiting the Property and municipal or utility easements adjacent to

the Property boundaries. The Purchaser shall be responsible for continuing such searches to and including the date of Closing and the cost thereof.

Closing Deed Transfer of title (the "Closing") is to be completed at the office of Purchaser's attorney, or at a mutually agreeable location, or by mail, on or about twenty (20) days after the expiration of the Inspection Period at which time Seller shall convey to Purchaser by a bargain and sale deed with covenant against grantor's acts, good and marketable title to the Property, free and clear of all liens and encumbrances, excepting building and use restrictions, utility easements benefitting the Property, easements or encumbrances that do not materially and adversely affect Purchaser's intended use of the Property, and real estate taxes or assessments which are a lien but are not yet due and payable. Seller will pay the transfer tax and the fee to file the TP-584 Form. Purchaser will pay for the recording of the deed and for the filing of the RP-5217 Form and be responsible for recording the deed.

In the event Seller is unable to deliver title as required herein, either party shall have the right to terminate this Offer to Purchase, and upon such termination, Seller shall return the deposit to Purchaser.

Adjustments Real estate taxes and special assessments shall be pro-rated and adjusted as of Closing.

Property Condition Purchaser understands and acknowledges that Seller makes no representation or warranties, express or implied, as to the physical or environmental condition of the Property (including personal property, if any), except as expressly set forth herein, the Property being sold **AS-IS**.

Possession Seller shall deliver possession of the Property to Purchaser at Closing upon Seller's receipt of the Purchase Price less adjustments, free and clear of all tenants or other occupants.

Risk of Loss The risk of loss or damage to the Property by fire or other causes until the delivery of the deed is assumed by Seller.

Broker Seller and Purchaser warrant and represent to each other that no broker or agent was instrumental in bringing about this Offer to Purchase except for Cushman & Wakefield Pyramid Brokerage Company. Any commissions arising out of this sale shall be paid by Seller. Purchaser and Seller shall indemnify the other for a breach of the foregoing representations by such party. This section shall survive the Closing.

Notices All notices required under this Offer to Purchase shall be in writing and may be delivered personally, with receipt acknowledged, or sent by certified or registered mail, return receipt requested, postage prepaid, or sent via national, reputable overnight carrier, or by scanning and emailing, addressed to the party to be notified as follows. Notice given by or to the attorneys for the parties pursuant to this paragraph shall be deemed properly given:

To Seller: Community Bank, N.A.
Attn: Albert Giannino
5790 Widewaters Parkway
DeWitt, New York 13214

With a copy to: Bond, Schoeneck & King, PLLC
Attn: Kevin Pole
One Lincoln Center
Syracuse, New York 13202

To Purchaser: County of Lewis Industrial Development Agency
7551 South State Street
Lowville, New York 13367

With a copy to: Campany, McArdle & Randall, PLLC
Attn: Candace L. L. Randall, Esq.
5423 Shady Ave.
PO Box 311
Lowville, NY 13367

- Persons Bound This Offer to Purchase, when accepted, shall constitute a binding contract of purchase and sale and shall be binding upon Purchaser, Seller and their respective successors and assigns.
- Assignment Purchaser may not assign its rights and obligations under this Contract without the prior written consent of Seller. In the event Seller consents to such assignment, Purchaser shall remain obligated notwithstanding any such assignment. Notwithstanding the foregoing, Purchaser may assign this contract to an entity owned or controlled by it; provided, however, that Purchaser shall remain obligated notwithstanding any such assignment.
- Counterparts This Offer to Purchase may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original. Delivery by facsimile or in a PDF transmission of a counterpart of this Offer to Purchase as executed by the parties making the delivery shall constitute good and valid execution and delivery of this Offer to Purchase for all purposes.
- Contingencies Purchaser may complete a physical noninvasive inspection of the Property (the "Inspection") within thirty (30) days of the Effective Date (the "Inspection Period"). In the event the Inspection discloses that the Property requires repairs in excess of \$3,000.00, as determined by a quote from a professional, Purchaser will have the option to either (i) waive this contingency and proceed to Closing, or (ii) terminate this Offer to Purchase by written notice delivered to Seller within

the Inspection Period, in which event the Deposit will be immediately refunded to the Purchaser.

This Offer to Purchase is not contingent upon Purchaser obtaining financing or mortgage approval, or upon any other condition or occurrence, except as stated hereinabove.

[Signature pages to follow]

OFFER

Purchaser has executed this Offer to Purchase as follows.

Dated: _____, 2025

**COUNTY OF LEWIS INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name:
Title:

ACCEPTANCE

The undersigned hereby accepts this Offer to Purchase and agrees to sell the Property at the price and upon the terms and conditions set forth in this Offer to Purchase.

Dated: _____, 2025

COMMUNITY BANK, NATIONAL ASSOCIATION

By: _____

Name: Albert Giannino

Title: VP, Director of Corporate Real Estate

BRVN Installment Sale Options

NEW EQUIPMENT FOR EFFICIENCY

Yogurt Filler with Sealer (Used but certified refurbished) - \$59,500

BRVN OWNED EQUIPMENT (Quoted by Zwiner Equipment - they did not look at BRVN Equipment to determine the cost)

Cheese Vat/Pasteurizer Combo - \$43,500

6 Nozzle Federal Milk Filler - \$99,500 (this is for a 12 nozzle filler)

Cream Separator - \$79,500

BRVN Owned Deliver Truck (Appraisal by Insurance Company) - \$12,129.04

Hamilton County IDA Workforce Housing Project

Per Christy Wilt, Hamilton County IDA Executive Director:

“Here is how our project went:

The IDA foreclosed on Oak Mountain Ski Center years ago. We did a lease to own over 3 years and sold it to a family who runs it now. We kept 3 properties. One we sold for a residential lot because it was so small. One we sold to a developer who will be putting lodging up. The last one we kept because it did not have access to Village water only sewer.

The family that owns Oak Mountain have a cabin at Moffits Beach they have been renting for 10 years. It is a Lancaster Log Cabin. It has held up remarkably well for the weather we get. So we decided to look into them for workforce housing on our remaining 4.5 acres.

These are the cabins we purchase. 5 so far: [Stock Park Model Cabins for Sale - Lancaster Log Cabins](#)

They are log cabins and come with appliances, full bathrooms, bunks and beds, counters and stools, hotwater on demand and heaters. You can opt for washer and dryer hookups, but due to being on village water and the laundromat less than 1/2 mile away. we did not.

So during this process, we realized that the property we owned did not have the correct zoning, so we did a swap and put the cabins on the opposite side of the road which is zoned residential commercial. Then we sold our lot to Oak Mountain ski center so they would not lose parking.

We were able to purchase the cabins with our IDA funds as a lease/leaseback agreement.

I copied you on the price quote. We ended up only getting 5 cabins because the shipping was about \$5400 each.

Once they arrived, they were placed on gravel pads and skirted. Just so you know they are classified as RV's. We called them tiny homes to get around zoning.

Oak Mountain is managing them. Two are for county workforce and 3 are for Oak Mountain workforce. They are supposed to be rented to one person/family for no more than 6 months at a time . Oak collects the rents as payment for services. The IDA also required Oak to put in all of the pads and hook up the utilities.

So far the project is doing exactly what we wanted -getting workforce here! We would still be looking for a Director of Public Health if we did not have them and that is an incredibly hard job to fill.”



Slope Map - Lyons Falls

Legend

Parcels

Parcels

Natural Gas Pipeline

Natural Gas Pipeline

Snowmobile Trails

Snowmobile Trails

Village Boundary

Village Boundary

NHD Waterbodies

NHD Waterbodies

Federal Wetlands

Federal Wetlands

Slope Greater than 15%

ClassName

Flat (0°)

Nearly level (1°)

Gently level (2°)

Gently sloping (3° - 5°)

Strongly sloping (6° - 10°)

Gently steep (11° - 15°)

Moderately Steep (16° - 20°)

Steep (21° - 30°)

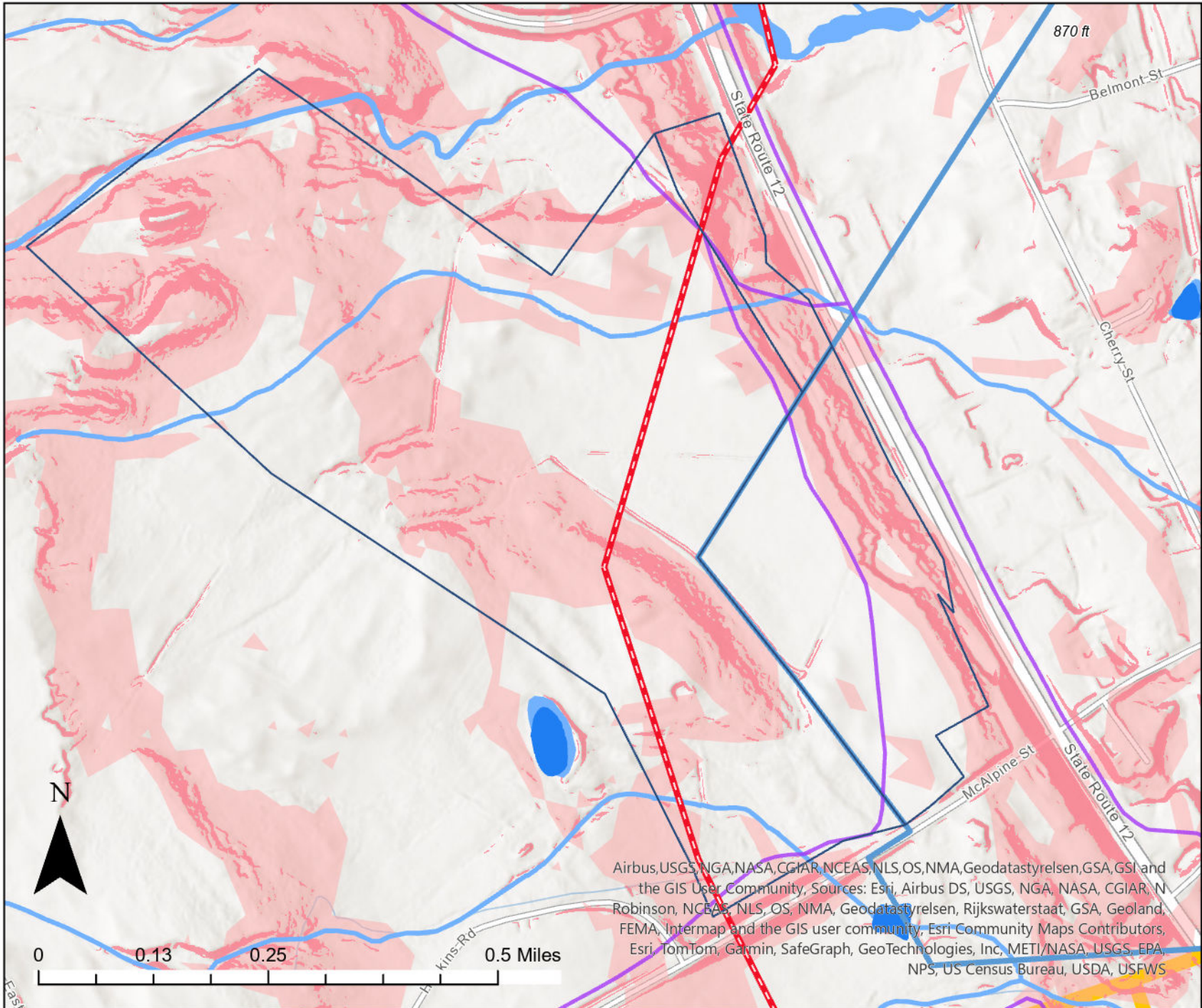
Very steep (31° - 90°)

Slope Greater Than 10%

Slope Greater Than 10%

Electric Transmission Lines

Electric Transmission Lines



Airbus, USGS, NGA, NASA, CGIAR, NCEAS, NLS, OS, NMA, Geodatastyrelsen, GSA, GSI and the GIS User Community, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS