

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
 - I. James Munn - Black River Valley Natural

- III. Minutes for December 5, 2024 Board Meeting

- IV. Financial Reports for November 2024

- V. Items for Approval 8:30AM
 - I. LCIDA & Naturally Lewis Staff Services Agreement
 - II. LCIDA Finance Committee Notes
 - i. Snow Ridge Resort Installment Sale Agreement
 - ii. Black River Valley Naturals Installment Sale deferral

- VI. IDA Report

- VII. Correspondence

- VIII. New Business 9:00AM
 - I. Naturally Lewis Strategic Plan

- IX. Executive Session

- X. Adjournment 9:45AM

Next Meeting:

LCIDA Finance Committee - January 21, 2025 - 2:30pm - Naturally Lewis Office
LCIDA Regular Board Meeting – February 6, 2025 – 8:15am – LC JCC Education Center
(Boardroom)



Board Members Present: Joe Lawrence, Gagan Singh, Jerry Haenlin, Herb Frost, McKenzie Lehman

Board Members Absent: Darlene Rowsam, Jessica Moser

Others Present: Brittany Davis, Cheyenne Steria, Kaylee Tabolt, Trish Michael (Virtual), Candace Randall (Company, McArdle & Randall)

I. Call to Order

- a. Chairman Joseph Lawrence called the meeting to order at 8:25am.
- b. Chairman Joseph Lawrence read the County of Lewis IDA Mission Statement.

II. Minutes

- a. The previously distributed **November 2024 Regular Board Meeting Minutes** were reviewed by the Board.
 - i. A motion to approve of the **Regular Board Meeting Minutes** was made by Jerry and seconded by Darlene Rowsam. All present were in favor and motion carried.

III. Financial Reports

- a. Trish Michael discussed notables on the **October 2024 LCIDA Financial Report**, which includes the profit & loss statement and balance sheet.
 - i. A motion to approve of the **LCIDA Financial Reports** was made by Jerry Haenlin and seconded by Gagan Singh. All present were in favor and motion carried.

IV. Items for Approval

- a. LCIDA & Naturally Lewis, Inc. Staff Services Agreement
 - i. Brittany Davis presented the previously distributed **LCIDA & Naturally Lewis, Inc. Staff Services Agreement**. Brittany Davis referenced the exit interview with the Comptroller's Office, and the proposed structure of the Staff Services Agreement moving forward.
 - ii. Brittany Davis noted the exit interview with the Comptroller's Office, including:
 1. Legal language not aligning with execution of the transfer of funds, resulting in an overpayment from the County of Lewis IDA to Naturally Lewis, Inc.; the Comptroller's Office

recommends that the County of Lewis IDA recoups the overpayment in whichever way the Board sees fit. The verbiage of the proposed Staff Services Agreement, in Section 8: Service Fee, has been verbally approved by the Comptroller's Office.

2. Quarterly payments to Naturally Lewis, Inc., rather than a one-time annual payment, to ensure that the County of Lewis IDA is funding work that has been completed and not assuming the risk of work not being completed after an up-front payment.
3. The need for a wholly justifiable service fee. The Board discussed the estimated total fee broken up quarterly, and the note that anything beyond that number would be reconciled at the end of the Naturally Lewis, Inc. fiscal year.
4. Reconciliation. Candace Randall suggests calling the reconciliation "retainer" a "lost time fee" as the wording of "retainer" suggests it is unearned money, whereas "lost time fee" provides an understanding that the work has been completed, and the money is earned.
5. Service Provision & Office Access. The Board discussed the inability of the County of Lewis IDA to gift office supplies to Naturally Lewis, Inc.

iii. Brittany Davis noted that final revisions on the **County of Lewis IDA & Naturally Lewis, Inc. Staff Service Agreement** will be completed for the January 2025 Regular Board Meeting.

1. Action on this item is tabled until the January 2025 Regular Board Meeting.

V. IDA Report

- a. Brittany Davis noted including a Partnership Visioning Session with Lewis County Legislators; the key outcomes of this session are Lewis County's desire for streamlining the vision for economic development in our community and Joe Lawrence added that in addition to the potential positive direction of this partnership, there are obviously some people that desire to micromanage Naturally Lewis, Inc. And feel that Lewis County funding gives them the authority to do so. Gagan Singh questioned what these people

want. Brittany Davis and Herb Frost communicated that Lewis County is looking for a business park and job creation. Jerry Haenlin questioned what happens if Lewis County pulls out as a partner of economic development in our community. Joe Lawrence responded that there are select individuals that will single-handedly be responsible for taking out the best thing to happen in advancing economic development in Lewis County, ever. Joe Lawrence advocated that this Board, as economic development and a partner of Naturally Lewis, Inc., that the County is threatened by the work of this organization and needs to be steadfast in communicating that a partnership is two ways. Joe Lawrence added that of what is feasible for Lewis County, this Board needs to understand that we are acting based on our vision, mission, and plan; the success of the strategy's we have had and the progress we have made is based on the vision of the County of Lewis IDA. Herb Frost added that Lewis County is not looking to be Jefferson County and attracting large-scale manufacturing. Brittany Davis added that Naturally Lewis' brand, which was developed in 2014, was set to be launched outside of our community, and it was seen as a shortfall because our community did not recognize that potential of itself. Joe Lawrence added that attracting a business with a 10-year tax incentive and no commitment to the community is not ideal; Herb Frost provided the example of the DANC site in Harrisville. Cheyenne Steria noted that the biggest thing we are contending with is our commitment to working in our vision; Herb Frost noted that Lewis County currently does not have a strategy, so they do not understand why we are committed to ours. Joe Lawrence added that this is the difference between putting out fires and preventing them; Lewis County has taken a step in the right direction with their planning but is not there entirely. Herb Frost commended the ability of our entire community to thrive on partnerships for rebooting from the Summer 2024 flooding. Gagan Singh questioned the lack of a strategic plan for Lewis County; Jerry Haenlin questioned the CEDS and Comprehensive Plan. Brittany Davis affirmed that Lewis County has a Comprehensive Plan from the late 2000s. Staff indicated that they will continue to engage in communication with the County to keep the partnership strong,



VI. New Business

- a. Keynote Sponsorship – Jeff Siegler, Founder of Revitalize, or Die
 - i. Brittany Davis presented an opportunity for the LCIDA to be the main sponsor of a Keynote and Workshop Session at the 2025 Naturally Lewis Economic Development Conference. Brittany noted the work of Jeff Siegler and his civic pride advocacy. He promotes revitalizing from within and what it takes for a community to take pride in oneself to drive economic development. The board reviewed his website and Facebook.
 - 1. A motion to approve of the \$5,000 sponsorship for the keynote session at the Naturally Lewis Economic Development Conference was made by Gagan Singh and seconded by McKenzie Lehman. All present voted and motion carried.
- b. Property Updates
 - i. Harrisville Bank Property
 - 1. Cheyenne Steria presented on the previously distributed **Harrisville Bank Building Case Study**. The building is currently listed at \$95,000, appraised for \$110,000 and assessed for \$50,000. Cheyenne Steria noted the risk of losing about \$10,000 on this property if it is not occupied but noted the importance of supporting the Harrisville business community. Gagan Singh questioned if taxes would be lowered if it is purchased for \$50,000.
 - a. A motion to approve submitting an offer for the purchase of the **Former Harrisville Bank Building** in the amount of up to \$50,000, after a walkthrough of the property, was made by Herb Frost and seconded by Gagan Singh. All present voted in favor and motion carried.

VII. Adjournment

- a. A motion to adjourn was made by Jerry Haenlin 9:43am and seconded by Gagan Singh. All present voted in favor and motion carried.

Lewis County IDA

Expenses by Vendor Summary

November 2024

	TOTAL
Odin Environmental.	2,590.00
TOTAL	\$2,590.00

Lewis County IDA

Balance Sheet

As of November 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010 Cash-Petty Cash	50.00
1020 Community Bank Checking x1214	37,903.14
1030 Community Bank-MnyMkt	1,209,483.65
1030-1 NYCLASS	2,034,514.05
1060 Comm Bk USDA Loan Fund x1511	98,431.63
1080 Comm Bk LC Micro Rev Loan x2054	68,678.40
Total Bank Accounts	\$3,449,060.87
Accounts Receivable	\$0.00
Other Current Assets	\$314,658.50
Total Current Assets	\$3,763,719.37
Fixed Assets	\$0.00
Other Assets	\$780,665.27
TOTAL ASSETS	\$4,544,384.64
LIABILITIES AND EQUITY	
Liabilities	\$ -0.33
Equity	\$4,544,384.97
TOTAL LIABILITIES AND EQUITY	\$4,544,384.64

Lewis County IDA

Profit and Loss

November 2024

	TOTAL
Income	
3022 Interest Income	
3020 IDA - Bank Accounts Interest	9,208.78
3081 Loan Fund Interest Income	55.68
Total 3022 Interest Income	9,264.46
Total Income	\$9,264.46
GROSS PROFIT	\$9,264.46
Expenses	
3550 7551 S. State Street Expenses	2,590.00
Total Expenses	\$2,590.00
NET OPERATING INCOME	\$6,674.46
Other Income	\$1,176.10
NET OTHER INCOME	\$1,176.10
NET INCOME	\$7,850.56

Present: Gagan Singh, Joe Lawrence, Cheyenne Steria, Brittany Davis

- Snow Ridge
 - Cheyenne Steria presented the Terms & Conditions for an installment sale for a new groomer for Snow Ridge.
 - The project includes the purchase of a used 2019 Pistin Bully 400 ParkPro at \$125,000 over 10 years at 5% interest.
 - Gagan Singh recommends that they name the LCIDA on the life insurance policy in case something were to happen.
 - There were discussion that the life insurance clause makes more sense for loans, rather than an installment sale.
 - The committee sees no issues with the installment sale application and recognizes the good relationship it has with Snow Ridge and previous installment sale arrangements, and recommends bringing the application in front of the whole board at the January board meeting.
- Black River Valley Natural
 - BRVN is looking to refinance all of their debt into 1-3 payments, as they are experiencing cash flow issues. They are requesting a deferment on his installment sale. BRVN has made timely payments since the installment sale inception. They have a balance of roughly \$11,000, with a monthly payment of \$234. The committee discussed deferment contingent on submitting a loan application to get the assistance he needs.
- MPI
 - Cheyenne walked the committee through updates on the McRez Meat Packing project. He is currently waiting Site Plan Review approval by the Town of Lyonsdale Board, and a decision on that should be made at their January board meeting. Once that is approved, we can continue discussions on financing opportunities, including the previously discussed Sales Tax Exemption.
- Naturally Lewis Office Building
 - Cheyenne discussed that the IDA submitted an application towards the Vacant Property Revitalization Program to help fill the \$400,000 gap, if

awarded by the Village of Lowville DRI. There was discussion on whether or not there would be bad optics on us applying. There was consensus that the project itself fits nicely with the program, and that if there were a private developer doing the project, they too would be applying. Since the IDA was not able to secure a developer and has agreed to take on the project themselves, staff are trying to fill the gap. The committee left the decision up to the staff on whether or not to keep the application in the hopper through the LCDC but was in full support of the IDA submitting a project proposal.

Snow Ridge Resort

Groomer 2025 Installment Sale

County of Lewis Industrial Development Agency

Terms and Conditions

By using of accessing the services provided by the County of Lewis Industrial Development Agency (“the Agency”), Snow Ridge Resort, LLC (“the client”) agree to the following terms and conditions:

“The Client” is accessing the following LCIDA tools or incentives:

Installment Sale – the LCIDA will purchase equipment utilizing its sales tax exemption, hold ownership of said equipment and lease it back to the company for a period of time.

Project Description:

The LCIDA will purchase a used 2019 Pisten Bully 400 ParkPro groomer for a total of \$125,000 after trade in of an on-hand groomer and lease it to Snow Ridge Resort over 10 years at 5.0% interest. The LCIDA will hold title of the equipment until the end of the agreement and sell the equipment to Snow Ridge for \$1.

Timeline for Incentive Review & Approval:

Initial Review, terms recommendations

Finance Committee Meeting

December 17, 2024

Formal Review, possible approval

LCIDA Board Meeting

January 9, 2025

Proposed Terms:

\$125,000 equipment purchase

10 year amortization of \$155,000 purchase price less \$30,000 trade in credit (\$125,000)

5.0% APR

Fees:

Application Fee , due at submission of application:	\$500	Paid? Y/N
IDA Administrative Fee , due at closing: (equal to 1% of equipment cost less application fee)	\$750	Paid? Y/N
Legal Fees , due at closing:	\$700 estimated	Paid? Y/N

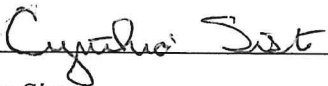
Client Benefit:

Sales Tax Exemption, 8% of equipment cost: **\$10,000**

“The Client” Agrees to the following:

- I acknowledge that I am receiving the benefit of an installment sale.
- I acknowledge that I am to provide an administrative fee to the LCIDA, that is equal to 1% of the total project cost, per the LCIDA Fee Schedule.
- I acknowledge that I am responsible for attorney fees relating to the drawing up of contracts.
- I acknowledge that the timeline for receiving the LCIDA benefit will be January 2025.
- I acknowledge that the LCIDA will hold title of the equipment until the end of the agreement.

By signing, I agree to the “terms and conditions” listed in this document.



Cynthia Sisto

Snow Ridge Resort, LLC

1. Identify the assistance being requested from the LCIDA:

- a. Exemption from Sales Tax Yes No
- b. Exemption from Mortgage Tax Yes No
- c. Exemption from Real Property Tax Yes No
- d. Equipment Purchase Leaseback Yes No
- e. Tax Exempt Financing Yes No

(Typically for Not-for-profits & small, qualified manufacturers)

2. Applicant Information

Company Name	Snow Ridge Resort, LLC
Address	4173 WEST ROAD
	Turin, NY 13473
Contact Person	Nick Mir
Phone Number	315-380-4570
Email	nick@snowridge.com
Federal Tax ID	47-5367395
Date	11/18/24

3. Form of Entity

- Corporation**
- Partnership (List Partners Below)**
 - General Limited
 - ___ Number of General Partners ___ Number of Limited Partners
- Limited Liability Company**
1___ Number of Members
- Sole Proprietorship**

4. Principal Owners/Officers/Directors

(list owners with 5% or more in equity holdings with percentage of ownership)

Name	Address	Percentage Ownership/Office
Cynthia Sisto	4173 West Rd, Turin, NY	100

5. If a corporation, partnership, or limited liability company:

Date of Establishment	09/2016
Place of Organization	Delaware
If a foreign organization, is the Applicant authorized to do business in the State of New York?	N/A

(Attached organizational chart or other description if applicant is a subsidiary or otherwise affiliated with another entity)

6. Applicant Counsel

Name/Firm	N/A
Address	
Phone Number	
Email	

7. Project Information

Project Address	4173 WEST ROAD, Turin, NY 13473
Town/Village	Turin
School District	South Lewis
Tax Map No.	n/a

- a. Are Utilities (water, wastewater, electric, gas, broadband) on site and acceptable for the project? **Yes** **No**
- b. Present Legal Owner of the site, if other than Applicant, and by what means will the site be acquired for this Project?
- c. Zoning of Project Site: n/a
- d. Are any zoning approvals need? **Yes** **No**

Current:		Proposed:	
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Identify: _____

- e. Local Permitting and Approvals – Does the project require local planning or permitting approvals? **Yes** **No**
If **yes**, please explain:
- f. Will a site plan need to be filed? **Yes** **No**
If so, please include copy if prepared.

- g. Does a State Environmental Quality Review Act ("SEQRA") Environmental Assessment Form need to be filed? Yes No
If yes, attach the SEQRA Form.
If **no**, please explain:

- h. If answer to question (g) is yes, has a lead agency been designated under the State Environmental Quality Review Act ("SEQRA")? Yes No
If **no**, please explain:

- i. Will the project result in the removal of a plant or facility of the Applicant or a proposed Project occupant from one area of the State of New York to another area of the State of New York? Yes No
If **yes**, please explain:

- j. Will the project result in the abandonment of one or more plants or facilities of the Applicant or a proposed Project occupant located in the State of New York?
 Yes No
If **yes**, please explain:

- k. If the answer to either question (i) or (j) is Yes, indicate whether any of the following apply to the project:

- i. Is the project reasonably necessary to preserve the competitive position of the Company or such project occupant in its industry? Yes No
If **yes**, please explain:

Having two fully functioning, high quality snow groomers is paramount to our success. Breakdowns are in the nature of heavy machinery. Without two machines, a breakdown would result in subpar snow conditions and even closures, which we've endured in the past. In order to compete with other local areas, these machines are a necessity.

- ii. Is the project reasonably necessary to discourage the Company or such project occupant from removing such other plant or facility to a location outside of the State of New York? Yes No
If **yes**, please explain:

- l. Does the project include facilities or property that are primarily used in making retail sales of goods or services to customers who personally visit such facilities? Yes No
If **yes**, please explain:

- i. If the answer to (l) is yes, what percentage of the cost of the project will be expended on such facilities or property primarily used in making retail sales of goods or services to customers who personally visit the project? _____ %
- ii. **If more than 33.3%**, indicate whether any of the following apply to the Project:

- Will the project be operated by a not-for-profit corporation? **Yes** **No**

If **yes**, please explain:

- Is the project likely to attract a significant number of visitors from outside the economic development region in which the project is located?

Yes **No**

If **yes**, please explain:

Yes. People travel for consistent, excellent snow conditions. Not only will this allow the business to operate smoother, but it will attract more people from outside of the area over time.

- Is there a likelihood that the Project would not be undertaken if Financial Assistance is not provided by the LCIDA? **Yes** **No**

If the project could be undertaken without financial assistance provided by the LCIDA, then provide a statement below indicating why the project should be undertaken by the LCIDA:

- Is the predominant purpose of the project to make available goods or services which would not, but for the project, be reasonably accessible to the residents of the City, Town or Village within which the project will be located because of a lack of reasonably accessible retail trade facilities offering such goods or services? **Yes** **No**

If **yes**, please explain:

- m. Will the project be located in a census tract or block numbering area (or census tract or block number area contiguous thereto) which, according to the most recent census data, has either a poverty rate of at least 20% for the year which the data relates, or at least 20% of households receiving public assistance, or an unemployment rate of at least 1.25 times the statewide unemployment rate for the year which the data resides? **Yes** **No**

If **yes**, please explain:

- n. Does the company intend to lease or sublease more than 10% (by area of fair market value) of the project? Yes No

If **yes**, please complete the following for EACH existing or proposed tenant or sub tenant:

1. Sub lessee Name: _____
2. Present Address: _____

3. Employer ID No.: _____
4. Sub lessee is a Corporation LLC Partnership Sole Proprietorship
5. Relationship to the Company:
6. Percentage of Project to be leased or subleased:
7. Use of project intended by sub lessee:
8. Date and Term of Lease or Sublease to Sub Lessee:

Will any portion of the space leased by this sub lessee be primarily used in making retail sales of goods or services to customers who personally visit the project? Yes No

If yes, please provide on a separate attachment with details and the answers to questions 1-5 with respect to such sub lessee.

8. Total Project Costs (Estimates)

By Lewis County IDA policy, our project fee to be paid by the developer is based on the estimate in this application of total project cost (includes all items listed in chart below). This estimate should be supported by detailed information and cost estimates provided by legitimate sources.

Category	Acres/Sq. Ft./Ft. (if applicable)	Cost
Land Acquisition / Lease Cost for Project Term		
Buildings – Construction/Renovation		
Utilities, roads, or other infrastructure		
Machinery & Equipment	Not Applicable	\$155,000
Soft Costs (Architect & Engineering Fees)	Not Applicable	
Costs of Bond Issue	Not Applicable	
Construction Loan Fees and Interest	Not Applicable	
Non-PILOT / Community Benefit Payments	Not Applicable	
Other (specify)		
Total Project Costs		\$155,000

- a. Please describe specifically what the project costs will go towards (provide an attached summary for more information if needed).
The purchase of a 2019 Pisten Bully 400 Park Pro snow groomer.

Sources of Funding for Project Costs	Amount
Bank Financing (IDA)	\$125,000
Equity (Excluding equity that is attributed to grants/tax credits)	\$30,000
Tax Exempt Bond Issuance (if applicable)	
Taxable Bond Issuance (if applicable)	
Public Sources (Include total of all state and federal grants and tax credits)	
Grants (Identify All)	
Personal Financing	
Total Sources of Funds	\$155,000

9. Job Creation

- a. Construction Jobs (FTE) created by the project: 0
 i. Anticipated Dates of Construction: 0
 ii. Average Annual or Hourly Wage: 0
 b. Permanent Jobs (FTE) created by the project: 1

Permanent Jobs Created						
(A) Job Title	(B) Annual or Hourly Wages	(C) Current Number of Positions	(D) Jobs Created: Year 1	(E) Jobs Created: Year 2	(F) Jobs Created: Year 3	(G) Total Jobs Created
Mountain Ops Lead	\$20/hr	0	1	0	0	1

- c. If there isn't significant local job creation associated with the project, what other means is the applicant implementing to justify issuance of financial incentives? Examples: contributions to local workforce development programs, contributions to economic development or community development funds. **Please explain:**

Continued support in the form of participating on the Naturally Lewis and Chamber/Tourism Board of Directors. As well as monetary support in the form of membership and sponsorships of events.



10. Use of Local Workforce Policy

The use of 'local labor' will be a factor in evaluating this application. Answers to the following questions will assist us in that evaluation:

'Local labor' for the purpose of this application is defined as residents from Lewis, Oneida, Jefferson, St. Lawrence & Oswego Counties. If a 'labor workforce plan' has been designated, please include that plan as an addendum to this application. Questions below are applicable for both a construction project and for operations of a sustaining project.

- a. Please check which best describes your project scope:
 Construction Project **Long Term Operations Project** **Both**
- b. How will the project developer seek out and use the local workforce? If your workforce is already "local" by definition, **please explain:**
New Mountain Operations Lead position will be filled by a local resident.
- c. What is your total expected workforce during the construction phase of the project?
- d. What percentage of those are expected to be local?
- e. What is the total expected workforce during the operations phase of the project?
- f. What percentage of the operational workforce will be local?
- g. What specific approaches are to be used in your efforts to identify local workforce candidates if additional project workers are necessary?
- h. If additional contractors or subcontractors are to be hired, will you request use of local labor? If so, **please give examples of how that request will be made:**
- i. The LCIDA acknowledges that the extensive use of local labor is not always possible. Are there circumstances, such as those used in the examples below, that will affect the percentage of local labor for your project? **Please explain:**
 - i. **Is there a warrantee issue involved?**
 - ii. **The work is so highly specialized that local labor cannot be found.**
 - iii. **You identified a significant cost differential when using local labor.**
 - iv. **No local labor is available.**

It is the intention of the LCIDA to randomly verify the use of the local labor workforce, using whatever method it determines most effective. This verification may occur throughout the term of any incentive programs or loans granted.

11. Positive Impacts

a. Please list any other positive impacts that the project may have on Lewis County:

The new groomer will be far more environmentally friendly, using less fuel and having much lower harmful emissions. It will also help drive tourism to the area as Snow Ridge becomes known as THE destination for consistent, excellent snow conditions in the region.

12. References

Please list three (3) professional/business references:

- a. Name: Mohawk Industrial Werks
Address: 140 Carey Rd, Queensbury, NY 12804
Relationship: Groomer Dealer
- b. Name: TechnoAlpin USA
Address: 8536 Concord Center Dr Suite B, Englewood, CO 80112
Relationship: Snowmaking Dealer
- c. Name: Renzi Food Service
Address: 901 Rail Drive Watertown NY 13601
Relationship: Food Supplier

13. Representations by the Applicant

The Applicant understands and agrees with the Agency as follows:

- a. **Job Listings:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.
- b. **First Consideration for Employment:** In accordance with Section 858-b (2) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.
- c. **Annual Sales Tax Filings:** In accordance with Section 874 (8) of the New York General Municipal Law, the applicant understands and agrees that, if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874 (8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the applicant.

- d. **Annual Employment Reports:** The applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed at the project site.
- e. **Confirmation Documentation:** The applicant understands and agrees that if the Project receives assistance from the Agency/Corporation---either tax incentives or loans---the applicant agrees to provide the Agency/Corporation, if requested, with a copy of their 'Annual Report' , their 'Annual Audit Report', their corporate or personal tax returns and/ or their New York State Form 'NYS-45' (Quarterly Combined Withholding, Wage Reporting and Unemployment Insurance Return), as appropriate, throughout the period that benefits are provided the company. These reporting requirements---specifically identified in Closing Documents, Loan Documents or other project specific agreements---may be used by the Agency/Corporation to assist us in verifying that commitments made as part of this application--- regarding stated goals for employment or capital investment in the project---are being achieved.
- f. **Absence of Conflicts of Interest:** The applicant has reviewed the Agency's website and identified the list of the members, officers, employees, and Counsel of the Agency. No member, officer, employee, or Counsel of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, **except as hereinafter described:**

- g. **Recapture Provision:** The applicant is making certain representations in this request for assistance. Based on these representations, a decision will be rendered as to whether our organization will extend those benefits. If benefits are extended---particularly as regards to property tax benefits, sales tax benefits and/or mortgage recording tax savings---and representations made in this application are not achieved--- this organization reserves the right to seek the return of those benefits, in whole or in part, on behalf of the impacted taxing jurisdictions. The decision to seek a return of any provided benefit will follow the Agency's Project Recapture and Termination Policy.
- h. **Property Tax Assessment:** The applicant acknowledges it does not have an existing property tax assessment challenge in process on the property under consideration in this application and it does not intend to file a challenge prior to completion of this application and approval of benefits.

HOLD HARMLESS AGREEMENT and APPLICATION DISCLAIMER AND CERTIFICATION PURSUANT TO NEW YORK STATE FREEDOM OF INFORMATION LAW ("FOIL")

Applicant hereby releases the Lewis County Industrial Development Agency and the members, officers, servants, agents and employees thereof (the 'Agency') from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemption and other assistance requested therein are favorably acted upon by the Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suites or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the Agency or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of the Application, including attorneys' fees, if any.

Through submission of this Application for Financial Assistance (this "Application"), the Company acknowledges that the Agency, as a public benefit corporation, is subject to the New York State Freedom of Information Law ("FOIL") and Open Meetings Law ("OML"), as codified pursuant to the Public Officers Law ("POL") of the State of New York (the "State"). Accordingly, unless portions hereof are otherwise protected in accordance with this Certification, this Application, including all Company-specific information contained herein, is subject to public disclosure in accordance with applicable provisions of the POL, Article 18-A of the General Municipal Law ("GML") and the Public Authorities Accountability Act of 2005, as codified within the Public Authorities Law ("PAL") of the State. Specifically, this Application may be disclosed by the Agency to any member of the public pursuant to a properly submitted request under FOIL and the Agency is further required to affirmatively disclose certain provisions contained herein pursuant to the GML and PAL, including the identification of the Company, general project description, location proposed capital investment and job estimates.

Notwithstanding the foregoing, the Company, pursuant to this Certification, may formally request that the Agency consider certain information contained within this Application and other applicable supporting materials proprietary information and "trade secrets", as defined within POL Section 87(2)(d). To the extent that any such information should qualify as trade secrets, the Company hereby requests that the Agency redact same in the event that formal disclosure is requested by any party pursuant to FOIL. Application Sections or information requested by Company for Redaction*:

(* - Please indicate specific sections within Application that the Company seeks to qualify as "trade secrets". Additional correspondence or supporting information may be attached hereto. Please also note that notwithstanding the Company's request, the Agency shall make an independent determination of the extent to which any information contained herein may be considered as such). Please also make specific reference to any data or information, which if disclosed, would cause substantial injury to the competitive position of your business enterprise.

In the event that the Agency is served with or receives any subpoena, request for production, discovery request, or information request in any forum that calls for the disclosure of the Application, in entirety, specifically including but not limited to any demand or request for production or review of Company-designated trade secrets, the Agency agrees to notify the Company as promptly as is reasonably possible, and to utilize its best efforts to: oppose or decline any such request; preserve the confidentiality and non-disclosure of such requested confidential material; and maintain such information and prevent inadvertent disclosure in responding to any such discovery or information request. The Company understands and agrees that all reasonable costs, including attorney's fees, associated with any such formal undertaking by the Agency to protect the trade secrets from disclosure shall be reimbursed by the Company to the Agency.

- a. The sum of \$500 as a non-refundable processing fee.
- b. An amount equal to 2% of the total project costs for projects with bond financing, and an amount equal to 1% of the total project costs for all other projects for which the Agency provides financial assistance, to be paid at transaction closing (see page 2 of this application and the attached fee schedule for more specifics regarding these fees);
- c. An amount equal to \$_____ payable to the Agency's bond/transaction counsel for the preparation and review of the

inducement resolution, the environmental compliance resolution, TEFRA hearing proceedings and the tax questionnaire assuming no further activity occurs after the completion of the inducement proceedings, to be paid within ten (10) business days of the receipt of bond/transaction counsel's invoice;

- d. All fees, costs and expenses incurred by the Agency for (1) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, and (2) other consultants retained by the Agency in connection with the proposed project; with all such charges to be paid by the applicant at the closing or, if the closing does not occur, within ten (10) business days of receipt of the Agency's invoices therefore please note that the applicant is entitled to receive a written estimate of fees and costs of the Agency's bond/transaction counsel;
- e. The cost incurred by the Agency and paid by the applicant, including bond/transaction counsel and the Agency's general counsel's fees and the processing fees, may be considered as a cost of the project and included in the financing of costs of the proposed project, except as limited by the applicable provisions of the Internal Revenue Code with respect to tax-exempt bond financing.

The applicant further covenants and agrees that the applicant is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in handling the application and pursuing the proposed project notwithstanding the occurrence of any of the following:

- a. The applicant's withdrawal, abandonment, cancellation, or failure to pursue the Application;
- b. The inability of the Agency or the applicant to procure the services of one or more financial institutions to provide financing for the proposed project;
- c. The applicant's failure, for whatever reason, to undertake and/or successfully complete the proposed project; or
- d. The Agency's failure, for whatever reason, to issue tax-exempt revenue bonds in lieu of conventional financing.

The applicant and the individual executing this Application on behalf of applicant acknowledge that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

COMPANY ACKNOWLEDGMENT AND CERTIFICATION

STATE OF NEW YORK)

) ss:

COUNTY OF LEWIS)

_____ being first duly sworn, deposes and says:

1. That I am the _____(Corporate Office) of _____(Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.
2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

Signature of Officer

Subscribed and affirmed to me under penalties of perjury this ____day of _____, 20__.

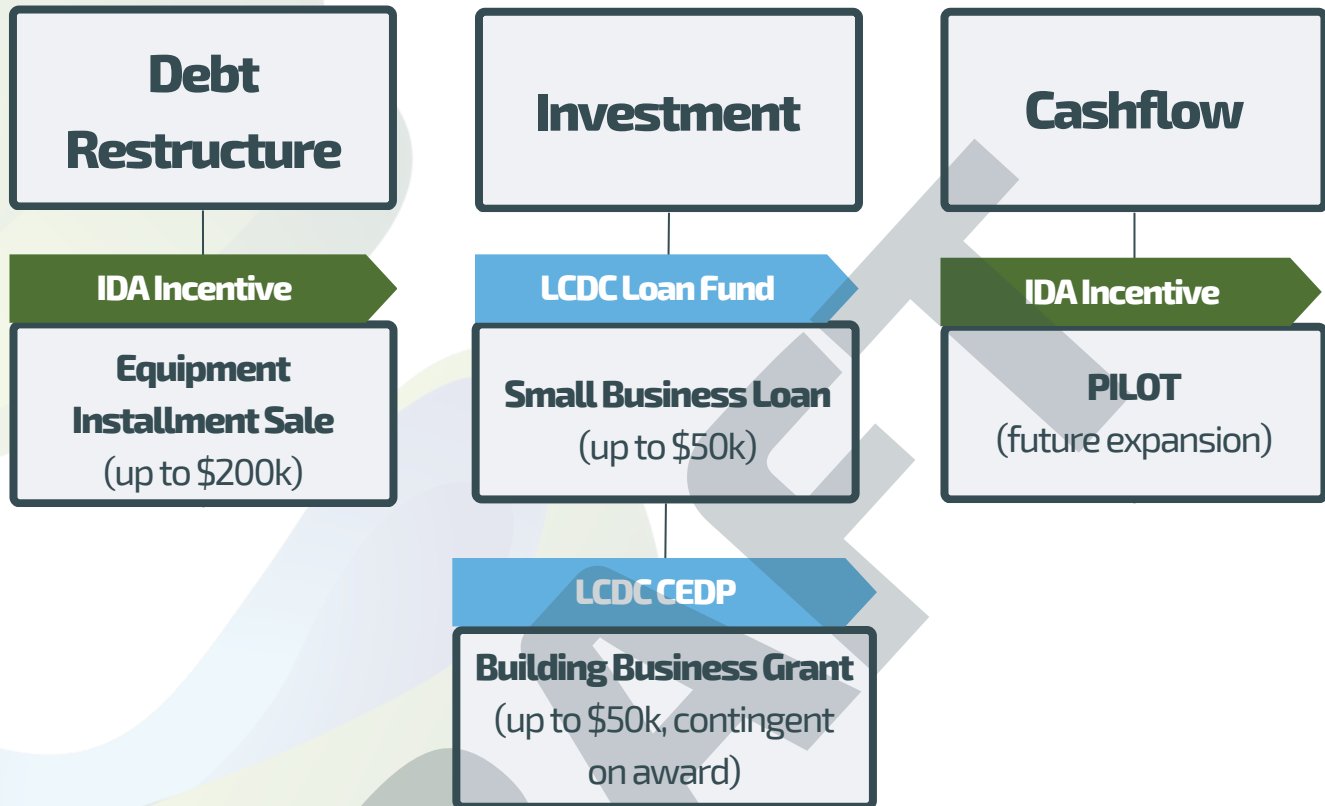
Notary Public

****THIS SECTION TO BE COMPLETED BY Lewis County IDA****

ESTIMATED PROJECT COSTS ELIGIBLE FOR LCIDA FINANCING	
<i>Sales & Tax Use</i>	
A. Amount of Project Cost Subject to Sales & Use Tax	\$
Sales & Use Tax Rate	8.0%
B. Estimated Sales Tax (A. X .08):	\$
<i>Mortgage Recording Tax Exemption</i>	
A. Projected Amount of Mortgage	\$
Mortgage Recording Tax Rate	0.75%
B. Estimated Mortgage Recording Tax (a. X .0075)	\$
<i>Real Property Tax Exemption</i>	
A. Projected Increase in Assessed Property Value Due to Project	\$
B. Total Applicable Tax Rates Per \$1000	\$
C. Estimated Annual Taxes Without PILOT (a X b)/1,000	\$
<i>Interest Exemption (Bond Transactions Only)</i>	
A. Total Estimated Interest Expense Assuming Taxable Interest	\$
B. Total Estimated Interest Expense Assuming Tax-Exempt Interest	\$
ESTIMATED BENEFITS OF LCIDA FINANCIAL ASSISTANCE	
Current Company Employment in Lewis County	
Current Company Payroll in Lewis County	\$
Project Jobs to Be Created Over 3 Years	

TASK	DATE	STAFF INITIALS
OSC Project Number Assigned		
Retail Determination (Y/N) Retail Exception Used:		
Date Application Assigned to Agency Counsel:		
UTEP Deviation (Y/N):		
IRB – Volume Cao Needed (Y/N):		
IRB/501c3 – FEFRA Required (Y/N):		
Date of Agency Adoption of Initial Resolution:		
Date Set for Public Hearing:		
Public Hearing Notice – Publication Date/ATJ Mailings:		
Date Set for Deviation Hearing (as needed):		
Deviation Hearing Notice (as needed):		
Date of Agency Adoption of Closing Resolution:		
Date of Final Approval of Application:		

BRVN Stabilization Package:



The Naturally Lewis team proposes a stabilization package to Black River Valley Naturals that includes LCIDA and LCDC tools used in concert. This addresses consolidation and leveraging of outstanding debt and assets under an LCDC loan and IDA installment sale, investment in upgrades via an LCDC CEDP grant and retention or addition of jobs through cashflow improvement with an IDA PILOT on future expansion.

STAFF SERVICES AGREEMENT

THIS STAFF SERVICES AGREEMENT- CY 2024 (this "Agreement"), dated as of **January 1, 2024**, is by and between **NATURALLY LEWIS, INC.**, a New York not-for-profit corporation with its principal office at 7551 S. State Street, Lowville, NY ("NATURALLY LEWIS") and **LEWIS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its principal office at 7551 S. State Street Lowville, NY ("LCIDA"). NATURALLY LEWIS and LCIDA are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, NATURALLY LEWIS was formed and exists for the general purpose of promoting economic development primarily within the corporate limits of Lewis County, New York; and

WHEREAS, LCIDA was formed under Article 18 of the General Municipal Law as a public benefit corporation and exists for the general purpose of promoting economic development in Lewis County; and

WHEREAS, NATURALLY LEWIS employs administrative personnel and support staff (collectively, the "Staff") who maintain an expertise in various matters relating to economic development; and

WHEREAS, LCIDA desires to avail itself of the Staff's expertise, skills and services (collectively, the "Staff Services") upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITION OF NATURALLY LEWIS STAFF/STAFF SERVICES.

The Staff Services to be performed by the Staff for and on behalf of LCIDA shall consist of general administrative and staff support services relating to economic development within Lewis County and shall include, but not necessarily be limited to, those Staff Services more particularly described on **Exhibit A** annexed hereto and made a part hereof. The Staff shall perform the Staff Services at NATURALLY LEWIS's principal office or at such other locations as NATURALLY LEWIS deems necessary or desirable in order to discharge its obligations hereunder.

2. ASSIGNMENT OF STAFF. NATURALLY LEWIS will assign various members of the Staff to perform Staff Services for and on behalf of LCIDA. Subject to LCIDA's approval, NATURALLY LEWIS shall designate staff members to perform and/or coordinate the Staff Services on behalf of the LCIDA. If LCIDA becomes dissatisfied with such designated staff members, NATURALLY LEWIS shall designate a replacement staff member acceptable to LCIDA in its sole discretion. If NATURALLY LEWIS fails to designate staff members acceptable to LCIDA, LCIDA may terminate this Agreement upon 30 days written notice.

3. NATURALLY LEWIS'S RESPONSIBILITIES. NATURALLY LEWIS will recruit, interview, select, hire and assign those members of the Staff who, in NATURALLY LEWIS's judgment, are best qualified to perform all NATURALLY LEWIS work including, without limitation, the Staff Services. As the Staff's employer, NATURALLY LEWIS will (a) maintain all necessary personnel and payroll records for the Staff, (b) calculate the Staff's wages and withhold taxes and other government-mandated charges, if any, (c) remit such taxes and charges to the appropriate government entity, (d) pay net wages and furnish benefits, if any, directly to the Staff, and (e) provide for such insurance coverage as may be required of it herein.

4. STAFF ASSIGNED ARE EMPLOYEES TO NATURALLY LEWIS.. Those members of the Staff assigned by NATURALLY LEWIS to provide Staff Services for and on behalf of LCIDA pursuant to this Agreement shall at all times be deemed employees of NATURALLY LEWIS. The Staff shall not be deemed employees of LCIDA for any purpose and shall not be entitled to participate in any LCIDA employee benefit plans including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not. NATURALLY LEWIS will require all Staff members who are assigned to work on LCIDA projects and/or matters (collectively, the "LCIDA Projects/Matters") to acknowledge, in writing, the application of the terms of this Section. NATURALLY LEWIS will endeavor to notify LCIDA prior to recruiting and/or hiring any person as a member of the Staff whom it anticipates will be assigned to work on LCIDA Projects/Matters.

5. NATURALLY LEWIS REPRESENTATION: SATISFACTORY PERFORMANCE. NATURALLY LEWIS represents that the members of the Staff whom it assigns to LCIDA Projects/Matters will satisfactorily perform the Staff Services. If a particular member of the Staff does not perform such Staff Services to LCIDA's satisfaction, NATURALLY LEWIS will arrange for Staff member(s) to be replaced by another Staff member within twenty (20) days after it receives notice from LCIDA that it is not satisfied with such Staff member's performance on LCIDA Projects/Matters. In those instances where LCIDA is dissatisfied with a particular Staff member's performance on LCIDA Projects/Matters, NATURALLY LEWIS's replacement of such Staff member by another Staff member shall be LCIDA's sole and exclusive remedy.

6. COMPLIANCE WITH LAWS. In connection with its performance under this Agreement, NATURALLY LEWIS will comply with all laws, regulations, and orders, to the extent applicable to NATURALLY LEWIS including, but not limited to, New York State mandatory unemployment insurance and disability insurance, equal opportunity employment laws and regulations, the Fair Labor Standards Act, and the Immigration Reform and Control Act.

7. LCIDA's RESPONSIBILITIES. LCIDA shall specify, in detail, to NATURALLY LEWIS the LCIDA Projects/Matters, which LCIDA desires to have the Staff perform for and on its behalf, and shall set specific objectives and goals in connection therewith. NATURALLY LEWIS and LCIDA will agree upon objectives and goals. LCIDA shall furnish NATURALLY LEWIS with such information, guidelines, reports and the like as may be reasonably necessary in order for NATURALLY LEWIS to direct the Staff to effect and carry out their functions and responsibilities in connection with such LCIDA Projects/Matters. Should the LCIDA require any further project assistance or additional services they reserve the right to request those from NATURALLY LEWIS at such time and modify this Agreement.

8. SERVICE FEE As compensation for the Staff Services to be furnished to LCIDA by NATURALLY LEWIS hereunder during the Term, LCIDA shall pay a service fee (the "Service Fee") to NATURALLY LEWIS that equals **90% of the annualized distribution of PILOT administration fees**. The total Service Fee shall be paid to NATURALLY LEWIS within thirty (30) days after the date that NATURALLY LEWIS presents an invoice therefor to LCIDA. NATURALLY LEWIS shall invoice LCIDA on January 1, 2024 for services provided, on a quarterly basis. The Service Fee shall be predetermined by the LCIDA on an annual basis, as shown in **Exhibit B** of this contract.

9. LCIDA OPERATING EXPENSES. The Service Fee does not include any LCIDA Operating Expenses, for example: , the premiums for LCIDA's insurance coverage (i.e., liability, D&O, and property insurance), LCIDA's annual audit fees, reimbursements of interest costs and other fees, LCIDA's meeting expenses, collection costs on LCIDA loans, the costs of any annual or other contributions made by LCIDA to other organizations, the costs of special events attended or sponsored by LCIDA, NYS filing fees, safety deposit box fees, the cost of occupancy of space at 7551 S. State Street Lowville, NY 13367 by LCIDA, bank charges on LCIDA bank accounts, and any costs or expenses of an extraordinary nature.

10. THIRD PARTY PROVIDER. Notwithstanding anything to the contrary contained in this Agreement, NATURALLY LEWIS shall not engage any third-party service provider to perform Staff Services for or on behalf of LCIDA or incur any out-of-pocket expense for Staff Services in excess of \$1000 (or aggregate out-of-pocket expenses in excess of \$2,500) without LCIDA's prior consent. !

11. TERM. The term of this Agreement shall commence on **January 1, 2024** and ending on **December 31, 2024**, inclusive (the "Term"), unless both Parties, prior to the completion of the Term of this Agreement, mutually agree, in writing, to extend, renew, or continue this Agreement beyond **December 31, 2024**. Both Parties reserve the right to negotiate terms for an extension, renewal or continuation of this Agreement, subject to the approval of each Party's governing body. Negotiations for an extension, renewal or continuation of this Agreement shall commence at least sixty (60) days prior to the end of the Term. Notwithstanding anything to the contrary herein contained, NATURALLY LEWIS reserves the right to terminate this Agreement immediately if LCIDA fails to pay the Service Fee within thirty (30) days of its due date.

12. DOCUMENTATION OF TIME WORKED. NATURALLY LEWIS shall arrange for the Staff to devote such time to LCIDA Projects/Matters as may be necessary or required, in NATURALLY LEWIS's judgment, to properly, promptly and completely perform such LCIDA Projects/Matters in a good and workmanlike manner. NATURALLY LEWIS shall maintain monthly reports, and such other documentation as may be necessary to demonstrate the amount of time spent by the Staff on LCIDA Projects/Matters.

13. INDEMNIFICATION. To the fullest extent permitted by applicable law, each Party hereto (each, individually, an "Indemnifying Party") shall indemnify the other Party hereto, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, or (iii) the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Agreement, or the Staff Services, except to the extent such Damages are directly caused by the breach of this Agreement, the negligence, unlawful act or

omission, or intentional misconduct of the Indemnified Party or any person or entity for whom the Indemnified Party is legally responsible.

14. **INSURANCE.** Each Party shall obtain and maintain during the Term, at its own cost and expense, insurance against such risks and for such amounts as are customarily insured against by businesses of like type and size, including, but not limited to, the following coverages with the following limits of coverage:

- (a) Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease, death and property damage of not less than \$1,000,000, and an aggregate limitation of not less than \$2,000,000, which insurance shall include contractual liability insurance.
- (b) Business automobile liability insurance with limits of insurance not less than \$1,000,000 for each accident.
- (c) Such other policies of insurance as such Party shall be required by applicable law to obtain and provide.

In addition, NATURALLY LEWIS shall obtain and maintain (i) fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$1,000,000 and (ii) Workers' Compensation and Employer's Liability and State-mandated Disability Benefits Liability insurance covering all persons employed by NATURALLY LEWIS, with the limits of insurance required by law.

Each Party's insurance shall be written by a company or companies licensed to do business in the State of New York and reasonably satisfactory to the other Party with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as the other Party shall reasonably require. Deductibles and terms and conditions of each Party's insurance shall be subject to the other Party's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction in coverage without giving the other Party at least thirty (30) days' prior written notice. To the extent commercially available, each party's liability insurance shall include contract liability coverage for the "indemnification" requirements set forth in Section 10 hereof.

Each Party's Commercial General Liability insurance policy and Business automobile liability insurance policy shall name the other Party as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). On the date hereof,

each Party shall deliver to the other Party certificate(s) of insurance evidencing the required insurance coverages hereunder.

Each Party shall attempt to cause its property insurance carrier to agree to a waiver of subrogation. If any insurance policy cannot be obtained with a waiver of subrogation, or if one is obtainable only at additional cost, then the Party undertaking to obtain the insurance shall notify the other Party of such fact. The other Party shall have ten (10) business days after receipt of notice to (i) direct the Party undertaking to provide insurance to place it with a company reasonably satisfactory to the other Party that will issue it with a waiver of subrogation at no greater cost, or (ii) agree to pay the additional premium. To the extent that the Parties obtain insurance with a waiver of subrogation, the Parties release each other from any claims for damages that are caused by or result from risks that such policies cover.

Each Party may provide any required insurance under a blanket policy.

15. **PERMITS AND LICENSES.** Each Party will maintain in effect during the Term of this Agreement any and all Federal, State, and/or local licenses and permits which may be required with respect to the respective business in which such Party is engaged.

16. **THIRD PARTY BENEFICIARIES.** Except as may be otherwise provided herein, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

17. **FORCE MAJEURE.** NATURALLY LEWIS will not be responsible for any failure or delay in providing the Staff Services to LCIDA if such failure or delay is due to labor disputes and strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of NATURALLY LEWIS.

18. **NOTICES.** All notices, consents, or other communications required or permitted from either Party to the other under this Agreement shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of the first business day after being deposited with a nationally-recognized overnight courier service, pre-paid for next day delivery, addressed as follows:

If to NATURALLY LEWIS:

Naturally Lewis
7551 S. State Street
Lowville, NY 13367
Attn: Brittany Davis

It's Executive Director

If to LCIDA:

Lewis County Industrial Development
Agency
7551. S. State Street
Lowville, NY 13367
Attn: Joseph Lawrence
It's Chairman

19. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

20. **SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the Parties only and shall in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties hereunder.

21. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

22. **ASSIGNMENT.** Neither NATURALLY LEWIS nor LCIDA may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

23. **INDEPENDENT CONTRACTOR.** In its performance of this Agreement, NATURALLY LEWIS will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein may be construed to make NATURALLY LEWIS an agent or partner of, or joint venturer with, LCIDA or make NATURALLY LEWIS and LCIDA joint employers of the Staff.

24. **WAIVER OF JURY TRIAL.** Each Party hereby expressly waives any right to trial by jury for any action or proceeding brought under this Agreement and agrees that any action or proceeding hereunder shall be tried by a judge without a jury.

25. **FURTHER ASSURANCES.** Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

26. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Agreement, under no circumstance shall either Party have any liability whatsoever for consequential, incidental, special or punitive damages, howsoever claimed or arising and whether or not foreseeable.

27. **MISCELLANEOUS.** The Parties acknowledge and agree that LCIDA is managed by LCIDA's Members (the "LCIDA Members") and, to the extent that the LCIDA Members delegated management duties to LCIDA's officers. The Parties further acknowledge that nothing contained in this Agreement shall confer on NATURALLY LEWIS any power or authority to manage LCIDA, which power and authority shall remain with the LCIDA Members and/or LCIDA's officers at all times. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the Staff Services shall be strictly administrative (rather than managerial) in nature, and (b) NATURALLY LEWIS shall have no authority to execute contracts or agreements on LCIDA's behalf or otherwise bind LCIDA.

Nothing contained in this Agreement shall be deemed to make either Party an affiliate or sponsor of the other.

28. **ENTIRE AGREEMENT.** This Agreement (including **Exhibit A and EXHIBIT B** annexed hereto) contains the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized officers both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Staff Services Agreement-CY 2024 to be signed by their respective duly authorized officers as of the day and year first written above.

NATURALLY LEWIS:

NATURALLY LEWIS, INC.

By:

It's Chairman

LCIDA:

**LEWIS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:

**Joseph Lawrence
It's Chairman**

EXHIBIT A
Staff Services to be Provided

1. Actively promote, attract, encourage and develop job and business opportunities through utilization of the IDA program benefits solely or in conjunction with other economic development and packaging of proposals to prospective clients and/or business, and negotiations of deals that are to be acted upon by Lewis County Industrial Development Agency (LCIDA).
2. Comply with New York State requirements set forth for the governance and operation of the Lewis County Industrial Development Agency including all required reporting, monitoring, auditing.
3. Market the programs and benefits of LCIDA through written materials, presentation, website, press releases, and meetings with potential clients.
4. Provide all accounting and finance support for LCIDA, including administrative support for completion of necessary financial reports, coordinating the completion of financial audits, completes all other reports required by government funding agencies, and provides other financial information and analyses as requested by LCIDA. This includes the billing and remitting of PILOT payments which are due directly to the LCIDA.
5. Assist LCIDA in the hiring of consultants, securing professional services, and in the development of requests for proposals and qualifications for feasibility studies, and securing A/E services for various projects.
6. Provide necessary staff and administrative support to LCIDA, its Audit and Governance Committees, and other committees established by LCIDA.
7. Provide such other services or staff support functions as may be requested by LCIDA from time to time.
8. Participate in IDA training and information events such as annual Economic Development Council conferences, including following and monitoring any legislative trends and reports impacting IDAs.
9. Maintain and update as necessary the application documents of the LCIDA that would be distributed to potential applicants to the LCIDA.
- 10.
- 11.
12. Staff of Naturally Lewis Include:
 - Brittany Davis – Executive Director
 - Cheyenne Steria – Director of Development
 - Jenna Lauraine – Programs & Partnerships Director
 - Trish Michael – Finance & Operations Manager
 - Kaylee Tabolt – Economic & Tourism Development Specialist

Kristen Aucter – Director of Tourism

EXHIBIT B

Service Fee

Dates Contracted: January 1, 2024 – December 31, 2024

Service Fee to be paid by LCIDA to Naturally Lewis, Inc. – Three hundred fifty thousand, one hundred thirty-five dollars.

Justification for Service Fee: 90%

End of Year Reconciliation: n administrativewererally Lewis.

**EXHIBIT C
Service Fee**

Dates Contracted: January 1, 2024 – December 31, 2024

Service Fee to be paid by LCIDA to Naturally Lewis, Inc. –

Justification for Service Fee: Compensation for time and resources dedicated to project pipeline development, including the promotion of the LCIDA Universal Tax Exemption Policy and related initiatives designed to stimulate and support business development efforts within Lewis County.

**EXHIBIT D
Service Fee**

Dates Contracted: January 1, 2024 – December 31, 2024

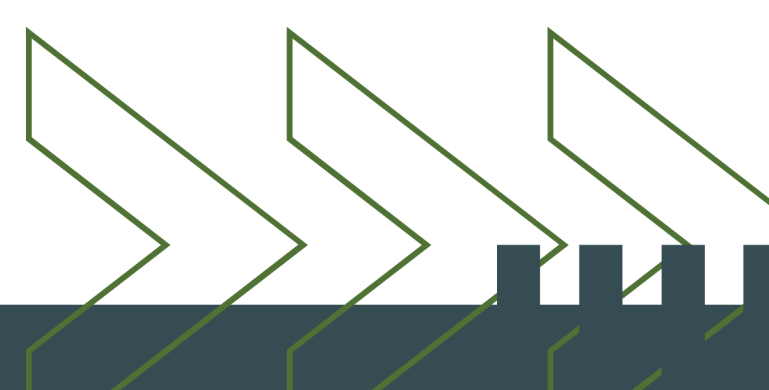
Service Fee to be paid by LCIDA to Naturally Lewis, Inc. –

Justification for Service Fee: Compensation for time and resources allocated to project management activities, including but not limited to LCIDA-led initiatives such as site development, property development, and related endeavors.

End of Year Reconciliation: For a-led that were started in 2025, but not listed in this Exhibit at contract signing, an addendum will be created and documentation provided to provide compensation to Naturally Lewis for the time and resources that were dedicated to the project.



Naturally Lewis Inc. 2025-2027 Strategic Plan





Mission:

Naturally Lewis, Inc., is championing the growth of a community where people want to live, work, build business and play. We foster forward thinking and relationship building, connecting people, businesses, partnerships and resources to effectively and efficiently grow our county.

We focus on creating a solid and sustainable economic base by supporting practical, realistic programs and policies that advance businesses through diversification and by expanding markets locally, nationally and internationally. We are the bridge builders, proactively seeking and leading development for new and existing businesses, while leveraging our natural resources.

We believe growth comes from thoughtful risk taking, building community partnerships and making wise investments. Naturally Lewis is our mechanism for advocating and advising on investments and education that build a great quality of life, sustainable employment and collaborative plans that make Lewis County a community to thrive at work and at home.



Strategic Priority Pillars

that guide our organization in 2025 - 2027



Building Our Community



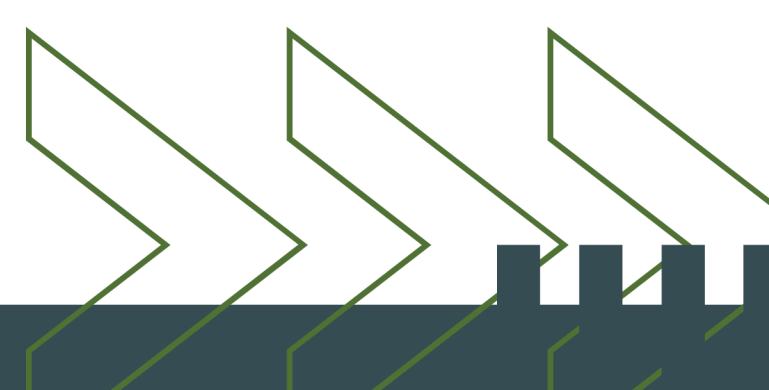
Inspiring People



**Partnerships &
Collaborations**



Sustaining Our Legacy





Building Our Community

Strategic Priority

3-Year Initiatives

Develop Businesses

- Engage in 8 business developments per year that result in increased jobs or tax revenue
- Engage in 10 new start ups per year
- Develop & launch a business attraction plan that meets the needs of the community
- Increased B2B spending through the Sourced Local Services Membership Program


Develop Properties

- Engage in 3 property development projects per year, under the Property and Site Development Plan, that result in increased tax revenue or new business development opportunities
 - Includes greenfield and adaptive reuse projects
- Lyons Falls Mill site developed by 2027
- Naturally Lewis Office Building Project

Develop Tourism

- Sustain and grow tourism sectors and catalyst tourist events through education, funding and connections
- Leverage and utilize the Discover Tug Hill brand for Lewis County and regional tourist attraction

Develop Place

- Facilitate events & programs that create a sense of place, promote arts & culture and bring people together.
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Inspiring People

Develop Leaders

- Develop 60 leaders through Leadership Academy through 2027
- Develop the “leadership development pipeline” in partnership with Lewis County Emerging Professionals, and bring LCEP under the NL umbrella


Develop Youth

- Promote & engage with students on entrepreneurship, targeted industries, job opportunities & recreational opportunities.

Develop Resident Pride in Place

- Develop and instill local pride in residents through education and involvement of recreational assets

Develop the Entrepreneur

- Lead educational efforts and increase connections in the following areas of need: business financial literacy, marketing & sales, exportations of services and goods.
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Partnerships & Collaborations

Regional and State Economic Development Partnerships

- Continue involvement in regional and state economic development organizations, such as Drum Country NY and NYSEDC, to focus on regional assets for business & workforce attraction and to have a voice at those levels


Regional and State Tourism Partnerships

- Continue involvement in regional and state tourism organizations, such as ARTC and NYSTIA, to focus on regional assets for business & tourist attraction and to have a voice at those levels

County & Municipal Partnerships

- Partner with the County & Municipalities on the following:
 - Property & Site Development Plan
 - Tourism & Rec Plan
 - Business friendly zoning
 - Youth Engagement

Develop Foundations of Thriving Communities

- Improve standards of living; work with economic development partners on housing, childcare, education, recreation, workforce development funding and reduction of poverty, and engage with community groups on revitalization and placemaking efforts.
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Sustaining our Legacy

Membership

- Create an engaged membership with 85% retention rate each year, 25 Impact Members by January 2027
- Convert Naturally Lewis clients into members, 100% conversion rate each year

Strategic Funding Development

- Create opportunities and accessible donation and investment opportunities for:
 - Organizational Sustainability
 - Community Economic Development Program
- Leverage grant opportunities for both organization sustainability and funding opportunities for businesses

Community Partnerships


- Growth in community partnerships to help sustain the organization, including Lewis County, the LCIDA, the LCDC, Chamber and municipal investment to provide economic development services.

Compliance, Policy & Systems Development

- Prioritize continued compliance and policy development for all organizations: NL, LCIDA, LCDC and Chamber
- Build systems and processes that cut down on administrative time




How Will We Do This?

- Being the connectors
 - Building relationships
 - Building bridges
 - Being the experts in our field
 - Listening
 - Planting Seeds
 - Empowering communities, businesses and people
 - Marketing
 - Events & Collaboration
 - Engagement with our targeted audiences
 - Regional approaches
 - Quality over Quantity
 - Using data to tell our story
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If we are successful, what will be the results of our work?

- Growth in tax base: increased sales tax, bed tax, property tax
 - Increase in jobs
 - Population Growth
 - Reduction in poverty and unemployment rates
 - Increased local B2B spending
 - Increased exportation of products and services by businesses
 - Infill
 - Downtown Revitalization
 - Increased amenities (housing, lodging, etc.)
 - “Most entrepreneurial friendly county in NYS”
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Naturally Lewis Inc. Administers the Services of:
Lewis County IDA
Lewis County Development Corporation
Lewis County Tourism Board (Chamber)

Mission Statements & Key Work Areas of those organizations were adopted in 2024.
They are as follows:





Lewis County IDA

Mission Statement: 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 ensure a brighter and more inclusive future for all.

Key Work:

1. Engage in **community partnerships** through education, facilitating and mentorship to achieve collective goals, foster learning and promote positive community outcomes within Lewis County.
2. Drive progress through **policy development** by creating, implementing and adopting policies that lead to meaningful progress in areas critical to the overall growth of economic development in Lewis County.
3. Empower businesses to grow and thrive through **proactive and strategic incentive programs** that support job creation, increased tax base and sustainable economic growth.
4. **Leverage our financial resources** and engage in thoughtful risk taking to catalyze positive change by investing in projects and initiatives that generate measurable impacts through business, infrastructure and economic development.

Adopted by LCIDA Board January 2024





Lewis County Development Corporation

Mission Statement: The mission of the Lewis County Development Corporation is to drive economic prosperity in Lewis County through innovative property development, strategic funding initiatives for business development and transparent community collaboration.

Key Work:

1. Engage in new and adaptive reuse projects that facilitate **property & site developments**, supporting the growth of small to medium sized businesses.
2. Further enhance our ongoing efforts in **developing and administering loan and grant programs** to foster the growth of businesses in Lewis County.
3. Engage in **collaborative conversations and partnerships** with municipalities and communities, prioritizing transparency and gaining support, to collectively achieve goals and advance positive economic development for the Lewis County community.
4. Engage in strategic conversations about our Key Work.

Adopted by LCDC Board July 2024





Lewis County Tourism Board (Chamber of Commerce)

Mission Statement: Empowering Lewis County communities through innovative tourism initiatives, leveraging the Discover Tug Hill brand to foster pride, attract visitors, and enhance the quality of life.

Key Work:

1. Utilize the leading **Discover Tug Hill brand to market and communicate** at both local and regional levels, fostering existing visitor connections while attracting new visitors.
2. **Conduct research** on evolving tourism trends, current data, and possible advancements to inform and advocate for opportunities in tourism development.
3. **Foster local pride** through comprehensive education about the recreational assets, diverse activities, amenities, and events available within the community, empowering residents to become ambassadors for Lewis County.
4. **Facilitate collaborative tourism initiatives** that cultivate unique public/private partnerships, funding development, and regional partnerships to stimulate sustainable tourism growth.

Adopted by LC Chamber Board July 2024

