



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 - Introductions 8:30am

II. Privilege of the Floor

III. Minutes

a. Approval of Board Meeting Minutes from March 6, 2026

IV. Financial Reports

a. Approval of 2026 Budget

V. Items for Approval 8:45am

a. Community Bank to join to discuss MM/NY Class Conversion

b. Contract to Purchase Real Estate draft

VI. Executive Director's Report

a. Board Member recruitment

b. New staff recruitment

VII. Correspondence

VIII. Items for Discussion

a. Business Park

b. MPI awaiting DEC approval to present to Town for permit approval

b. PARIS Training

c. Naturally Lewis Building/DRI

IX. Adjournment 9:45am

Next Meeting: LCIDA Regular Board Meeting May 7, 2026, Lewis County Recreation, Forestry and Parks Dept. 7356 East Road, Lowville, Ny 13367

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.

Board Members Present: Herb Frost, Gerald Haenlin, Darlene Rowsam, Gagan Singh, Jessica Moser (joined at 8:37am)

Board Members Absent: Joe Lawrence (Excused)

Others Present: Joanne Witt, Tim Hunt, Casandra Buell, Kristen Aucter, Keely Marriott, Amy Hawthorne, Jenna Lauraine, Roxanne Turck, Megan Marolf

I. Call to Order

- a. Meeting called to order at 8:32am by Gagan Singh.

II. Privilege of the Floor

- a. Introduction of new Naturally Lewis staff: Roxanne Turck as the Economic Development Specialist and Keely Marriott as the Director of Development.

III. Minutes

- a. A **motion to approve the Board Meeting Minutes from February 5, 2026**, was made by Darlene Rowsam and seconded by Herb Frost. All present voted in favor and the motion carried.
- b. A **motion to approve the meeting minutes from February 18, 2026, Special Board Meeting** was made by Gerald Haenlin and seconded by Herb Frost. All present voted in favor and the motion carried.

IV. Financial Reports

- a. Megan Marolf gave an overview of the financial reports. Highlighted items: payments to go out; reviewed with the Board Commerce Park liquidity and what is currently committed. 930 K is currently available as a liquid asset.
- b. A **motion to approve the financial reports** was made by Herb Frost and seconded by Jessica Moser. All present voted in favor and the motion carried.

V. Items for Approval

a. MPI Equipment leaseback Lien on Property

- i. Megan Marolf reviewed for the Board the current terms of the lease. The suggestion is to put a lien on the property. Naturally Lewis staff can reach out to our attorney to identify more options. Refinance is a possibility of the commercial loan. A secondary loan may increase financial risk as the accounts are settled in the future. Presently, this is a lien free property. Further discussion is warranted to allow the IDA to consider all options. A lien would cover the risk of the loan. UCC filing is possible against the equipment. Megan Marolf will create a contract with our attorneys for the IDA Board to issue an official vote and resolution. A **motion to put a lien on the property, including the incurred fees**, was made by Herb Frost and seconded by Jessica Rowsam. All present voted in favor and the motion carried. The lease may prevent McRez from securing loans outside of our approval – this required an updated contract.

b. IDA Revolving Loan Fund to LCDC

- i. Megan Marolf discussed the terms of the loan and possible options. Can request UDSA to release funds. LCDC took over the county funds and uses them as a small business fund. 98K could be used best by LCDC in partnership with DANC. IDA needs to approve the transfer of funds before we can move the funding to LCDC. The funds are fully revolved, opening new options for being available up to 50K, rather than 20K. 98K at .013% interest.

1. A **motion to approve transfer of revolving loan funds from the IDA to the LCDC** was made by Herb Frost and seconded by Jerry Haenlin. All present voted in favor and the motion carried.

VI. Executive Director's Report

- a. Current projects may be sold due to local changing agreements and provisions. Rights should remain as stated and enforced via contract provisions. Discussion

will continue with Naturally Lewis and members of various committees and county representatives.

b. Board Member recruitment

- i. Discussions continue around several candidates. Moving toward the official approval process with candidates, will update the Board at the next Board meeting.

c. 2025 Annual Report

- i. Review of the annual report.

VII. Correspondence

a. Community Bank offer letter

- i. Money Market discussion regarding our Community Bank interest. Megan Marolf will follow up with questions; further discussion needed to determine the IDA's best path forward regarding protection, transactions, transfers and rates. **A possible resolution may be presented at the next Board Meeting.**

VIII. Items for Discussion

a. Site Identification for Business Park

- i. Meetings continue monthly. The plan is established, with a project management tool, and there are ongoing conversations within the Property and Site Development Committee and among Naturally Lewis staff. Darlene Rowsam asks if we are going to pursue, invest, and ultimately abandon some of these sites as we have done in the past. Which entity decides who owns which project and where the funding is sourced is under discussion. Darlene asks what the IDA's role is and how the IDA will be involved/considered. **Future conversations will establish a workflow and areas of responsibility.**

b. EPI Battery Storage in Town of Greig

- i. Megan Marolf attended a moratorium meeting. The town is evaluating risks and potential benefits. Discussions continue around possible fire, soil and water contamination hazards. Need to update Comprehensive Plan and the County is providing support in terms of education and legal direction. No action is needed from the IDA Board at this time. The community needs more education and time to receive town approval. Dependent on NYSERTA funding.
 - c. MPI PILOT has been filed
 - i. PILOT has been filed. Updates are upcoming.
 - d. Redemption Center
 - i. Updates on the process: the owner is discussing options. Megan Marolf is in discussion and continued planning phase. Updates will be shared with the Board when available.
 - e. Naturally Lewis Building/DRI
 - i. Working with BCA, completing forms through the State. In process, there will be more discussion to follow.
 - f. Second Place Brewing
 - i. The business has connected with Jenna Lauraine to make progress on a viable business plan. The Board has seen progress made through social media, fundraisers, and local business connections. Working on grants through the LCDC to support specific business endeavors. Possible location for future Food Truck Friday. Expecting payments by May 2026. Moving forward: a standard business plan including financing strategies and disclosures and a standard real estate purchase form with established timelines.
- IX. Adjournment
- a. A motion to adjourn the meeting was made by Darlene Rowsam at 9:52am and seconded by Herb Frost. Meeting adjourned.



County of Lewis IDA
Regular Board Meeting **Minutes**
March 5, 2026 | 8:30am – 9:45am
Lewis County JCC Education Center | Lowville, NY

Next Meeting: LCIDA Regular Board Meeting – April 2, 2026 – 8:30am – LCJCC Education Center
(Conference Room)

Lewis County IDA					
Proposed Budget 2026-2027					
		Approved Budget	Projected Results	Proposed Budget	
		2025-2026	2025-2026	2026-2027	
Revenue					
Operating Revenue:					
	Charges for Services	207,117	214,617	212,117	
	Agency Fees (PILOT, Sales Tax, etc)				
	Number Three Wind	202,117	202,117	202,117	<i>Last year of payment 12/31/2026</i>
	Misc PILOTs	5,000	12,500	9,000	
	Application Fees	0	0	1,000	
	Rental & Financing Income	24,898	14,131	19,200	
	<u>Loans</u>				
	THAR loan interest	0		0	
	Loan fund interest	0	21	0	
	<u>Installment Sales, Leases, etc</u>				
	IDA Bank Accounts & CD's interest	5,000	59,000	35,000	
	BRVN installment sale interest	218	275	1,000	
	2nd Place building lease/installment sale interest	5,130	3,500	5,000	
	2nd Place Equipment installment sale interest	5,030	435	4,500	
	Snow Ridge installment sale interest	3,660	4,000	3,500	
	Snow Ridge 2025 Groomer Installment Sale inter	5,860	5,900	5,200	
			73,131	54,200	
	Other Operating Revenue	37,700	89,007	37,700	
	NL Staff Service Contract Adjustment	37,700	37,700	37,700	
	Sale of Property		51,307		
	Total Operating Revenue	269,715	376,755	269,017	
Non-Operating Revenue:					
	Investment Earnings NY Class	20,000	65,000	45,000	NYCLASS
	State Subsidies/Grants	0	0	1,190,000	DRI 2027
	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	20,000	65,000	1,235,000	
Total Revenue:		289,715	441,755	1,504,017	

Expenditures					
Operating Expenditures:					
	Salaries and Wages	0	0	0	
	Other Employee Benefits	0	0	0	
	Professional Service Contracts	290,316	291,198	293,600	
	Accounting	1,600	1,600	1,600	
	Audit	12,000	14,800	15,000	
	Consulting (not project-specific)	2,000	0	2,000	
	NL Staff Service Contract	274,716	274,798	275,000	<i>IDA fiscal year vs NL fiscal year</i>
	Supplies and Materials	1,000	1,000	1,000	
	Office IT & Supplies	1,000	1,000	1,000	
	Other Operating Expenditures	267,500	63,414	166,000	
	Insurance	3,000	4,400	3,500	
	Professional Development	1,000	250	0	
	Travel, meals, conference lodging	1,000	0	0	
	Marketing	5,000	5,000	5,000	
	Property & Site Developments	100,000	5,350	50,000	<i>R&D, prospecting, surveying, etc.</i>
	Consultants	100,000	36,414	40,000	<i>Camoin, Business Park Development Plan</i>
	Contracted Project Management	50,000	0	50,000	
	Legal (not project-specific)	5,000	9,500	5,000	
	Depreciation	2,500	2,500	2,500	
	Bad debt	0	0	10,000	
	Total Operating Expenditures	558,816	355,612	460,600	
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	640,000	600,000	1,500,000	<i>NL office purchase/Renovation, Redemption Center</i>
	Grants & Donations	0	5,000	5,000	
	Other Non-Operating Expenditures	20,000	0	0	<i>maintenance of owned buildings</i>
	Total Non-Operating Expenditures	660,000	605,000	1,505,000	
Total Expenditures:		1,218,816	960,612	1,965,600	
	Capital Contributions	0	0	0	
Excess (Deficiency) of Revenues and Capital Contributions over E		-929,101	-518,857	-461,583	

Lewis County IDA			
Anticipated Budget Through 5/31/2030			
	Anticipated Budget	Anticipated Budget	Anticipated Budget
	2027-2028	2028-2029	2029-2030
Operating Revenue:			
Charges for Services	1,761,000	1,561,000	14,861,000
Agency Fees (PILOT, Sales Tax, etc)			
AES/Energy Dome/EIP/Hydrostor	1,750,000	1,550,000	14,850,000
Misc PILOTs	10,000	10,000	10,000
Application Fees	1,000	1,000	1,000
Rental & Financing Income	39,000	33,750	29,100
<u>Loans</u>			
THAR loan interest	0	0	0
Loan fund interest			
<u> Installment Sales, Leases, etc</u>			
IDA Bank Accounts & CD's interest	40,000	50,000	65,000
BRVN installment sale interest	1,000	750	500
2nd Place building lease/installment sale interest	4,000	3,250	2,750
2nd Place Equipment installment sale interest	3,000	2,250	1,750
Snow Ridge installment sale interest	2,500	1,800	1,100
Snow Ridge 2025 Groomer Installment Sale interest	4,500	3,700	3,000
MPI	24,000	22,000	20,000
Other Operating Revenue	37,700	37,700	37,700
NL Staff Service Contract Adjustment	37,700	37,700	37,700
Sale of Property	0	0	0
	1,837,700	1,632,450	14,927,800
Non-Operating Revenue:			
Investment Earnings NY Class	55,000	70,000	85,000
State Subsidies/Grants	0	0	0
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	55,000	70,000	85,000
Total Revenue:	1,892,700	1,702,450	15,012,800
Expenditures			
Operating Expenditures:			
Salaries and Wages	0	0	
Other Employee Benefits	0	0	
Professional Service Contracts	297,000	357,000	407,000
Accounting	2,000	2,000	2,000
Audit	15,000	15,000	15,000

Consulting (not project-specific)	5,000	5,000	5,000
NL Staff Service Contract	275,000	335,000	385,000
Supplies and Materials	1,000	1,000	1,000
Office IT & Supplies	1,000	1,000	1,000
Other Operating Expenditures	119,000	119,000	119,000
Insurance	3,500	3,500	3,500
Professional Development	0	0	0
Travel, meals, conference lodging	0	0	0
Marketing	5,000	5,000	5,000
Property & Site Developments	50,000	50,000	50,000
Consultants	20,000	20,000	20,000
Contracted Project Management	20,000	20,000	20,000
Legal (not project-specific)	8,000	8,000	8,000
Depreciation	2,500	2,500	2,500
Bad debt	10,000	10,000	10,000
Total Operating Expenditures	417,000	477,000	527,000
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	100,000	100,000	100,000
Grants & Donations	5,000	5,000	5,000
Other Non-Operating Expenditures	10,000	10,000	10,000
Total Non-Operating Expenditures	115,000	115,000	115,000
Total Expenditures:	532,000	592,000	642,000
Capital Contributions	0	0	0
Excess (Deficiency) of Revenues and Capital Co	1,360,700	1,110,450	14,370,800

Statement of Financial Position

County of Lewis IDA

As of February 28, 2026

	TOTAL
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Assets	
Current Assets	
Bank Accounts	
Cash-Petty Cash	50.00
IDA CD 1M - x0868	1,047,493.65
IDA CD 500K - x0867	523,476.31
IDA Checking x1214	88,143.48
IDA Micro Rev Loan x2054 CLOSED	0.00
IDA Money Market x1248	409,619.70
IDA USDA Loan Fund x1511	98,739.08
NYCLASS	1,462,364.73
Total for Bank Accounts	\$3,629,886.95
Accounts Receivable	
1101 Account Receivable	-\$20,876.54
1101-05 Related Party Receivables	316,597.00
Total for 1101 Account Receivable	\$295,720.46
Total for Accounts Receivable	\$295,720.46
Other Current Assets	
1090 Undeposited Funds	0.00
1150 Interest Receivable	0.00
1165-01 Lease Receivable - 2nd Place Brew Equip	129,271.81
1166-01 Installment Sale - 2nd Place Property	93,601.88
1169 Lease Receivable - BRVN Equip	9,943.88
1172 Lease Receivable - Snow Ridge Groomer 1	81,268.74
1173 Lease Receivable - Snow Ridge Groomer 2 (2025)	115,091.43
1179 Allowance for Loan Loss	-45,860.70
1200 Prepaid Insurance	0.00
Total for Other Current Assets	\$383,317.04
Total for Current Assets	\$4,308,924.45
Fixed Assets	
1300 Accumulated Depreciation	0.00
1976 Trinity Ave Building	\$0.00
1920 Acc Depreciation Trinity Bldg	0.00
Total for 1976 Trinity Ave Building	\$0.00
1977 Trinity Ave Land	0.00
1978 Harrisville Bank Building	45,500.00
1979 Harrisville Bank Land	4,500.00
Total for Fixed Assets	\$50,000.00
Other Assets	
1950 Purchase Option Real Est	0.00
1952 Projects in Progress	0.00
1980 PILOT Admin Fee Installment	202,117.00
Total for Other Assets	\$202,117.00
Total for Assets	\$4,561,041.45

Statement of Financial Position

County of Lewis IDA

As of February 28, 2026

	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Payables	0.00
Total for Accounts Payable	\$0.00
Other Current Liabilities	
General Journal	0.00
Loan-Harrisville/DANC	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$0.00
Total for Liabilities	\$0.00
Equity	
5000 Opening Bal Equity	525,336.10
5001 Restricted Net Position	98,533.00
5002 Invested in Capital Assets	52,183.00
5003 Retained Earnings	3,944,953.04
Net Income	-59,963.69
Total for Equity	\$4,561,041.45
Total for Liabilities and Equity	\$4,561,041.45

Statement of Activity

County of Lewis IDA

February 1-28, 2026

	TOTAL
Income	
3022 Interest Income	
3020 IDA - Bank Accounts Interest	15,593.51
3091 IDA - Installment Sale Interest Income	
3034 Snow Ridge Groomer 1	291.67
3036 Snow Ridge Groomer 2	479.64
Total for 3091 IDA - Installment Sale Interest Income	\$771.31
Total for 3022 Interest Income	\$16,364.82
3046 Other Income	
3035 Rev from Sale of Property	51,307.39
Total for 3046 Other Income	\$51,307.39
3076 PILOT Payments passthrough	-3,490,143.04
Total for Income	-\$3,422,470.83
Gross Profit	-\$3,422,470.83
Expenses	
3075 Agency Exp	
Dir & Officers	
3080 Insurance	-78.30
Total for Dir & Officers	-\$78.30
General & Admin	
Office	
3170 Postage	68.99
Total for Office	\$68.99
Total for General & Admin	\$68.99
Total for 3075 Agency Exp	-\$9.31
3504 Harrisville Bank Property Expenses	1,096.97
Occupancy	
3300 Insurance	787.63
Total for Occupancy	\$787.63
Total for Expenses	\$1,875.29
Net Operating Income	-\$3,424,346.12
Net Other Income	
Net Income	-\$3,424,346.12

Expenses by Vendor Summary

County of Lewis IDA

February 1-28, 2026

	TOTAL
Lewis County Treasurer	1,252,298.00
Lowville Central School	1,004,246.79
Town of Martinsburg	390,628.03
Copenhagen Central School	309,030.31
Town of Denmark	251,320.84
Town of Harrisburg	137,169.88
Tax Collector - Lowville Central School	46,031.20
Town of Lowville Tax Collector	36,745.97
County of Jefferson	24,723.21
County of Lewis	13,325.16
Town of Watson	6,900.61
Town of Champion	6,231.90
Town of Rutland	5,848.28
South Lewis Central School	5,642.86
Mount Vernon Fire Insurance Company	1,128.33
National Grid	1,096.97
Staples	68.99
Utica National Insurance Group	-419.00
TOTAL	\$3,492,018.33

Contract to Purchase Real Estate from County of Lewis Industrial Development Agency

This document becomes a binding contract when signed by all parties. There is a five-day attorney review period after the contract is fully signed. County of Lewis Industrial Development Agency will be referred to as "Seller" and the individual(s) listed below will be referred to as "Purchaser" throughout the contract.

Purchaser's Name: _____

Purchaser's Name: _____

Purchaser's Address: _____

Purchaser's Phone: _____

Purchaser's Email: _____

Purchaser's Attorney: _____

Attorney Address: _____

Attorney Email: _____ Attorney Phone: _____

Seller's Attorney: _____

Attorney Address: _____

Attorney Email: _____ Attorney Phone: _____

Seller and Purchaser agree as follows:

1. Agreement: The Seller agrees to sell, and the Purchaser agrees to purchase the real property described below. For the purpose of this contract, the "Effective Date" shall be the last date this contract is signed by any party.
2. General Description: Seller agrees to sell, and Purchaser agrees to purchase real estate property, including all buildings, improvements, and appurtenances, hereto known as: _____
In the TOWN VILLAGE CITY of _____
Tax Map # _____
For a more detailed description of the property, refer to the deed.
3. Property is being sold "As-Is" unless otherwise stated.
4. Items excluded from sale: _____
5. Purchase Price:
 - a. Purchaser agrees to pay Seller _____
 - b. Deposit Amount: _____
 - i. Deposit will be held in escrow with the seller's attorney until closing and deducted from the purchase price.
 - c. Balance due at closing: _____
 - i. Less deposit and credits

6. Type of Offer CASH or FINANCING (must provide preapproval letter with this offer)
 - a. If cash, Purchaser will provide proof of funds with this offer.
 - b. If financing, Seller will make no repairs if required by the lender. A written commitment for mortgage must be provided within 30 days of the contract effective date. If the contract is cancelled due to an inability to obtain financing, the deposit will be returned to the Purchaser. Purchaser must apply for financing within seven days of acceptance of this contract.
7. Survey: Any existing surveys will be provided by the Seller, but if a new survey is required by the Purchaser or lender, it will be paid in full by the Purchaser.
8. Title Documents and Marketability of Title:
 - a. Within at least ten (10) days before closing, Seller is to provide all necessary transfer documents including, but not limited to a copy of a good and sufficient _____ deed to the premises, real property transfer tax return (Form TP-584), equalization and assessment form (Form RP-5217)
 - b. A forty (40) year updated abstract of title showing good and marketable title, free of liens and encumbrances, excepting zoning restrictions, restrictions of record, common driveways, all rights of way and easements of record that do not interfere with Purchaser's intended use of the property.
 - c. A twenty (20) year bankruptcy search
 - d. A ten (10) year tax search
 - e. All tax receipts for the current tax year
 - f. Water and sewer rent search where applicable
 - g. If title insurance is required by the lender or requested by the Purchaser, it will be purchased at the Purchaser's expense.
 - h. If the contract is cancelled due to any provision herein, the abstract of title shall be returned to the Seller and this provision shall survive the termination of this contract.
9. Prepaid or unpaid charges (taxes, water, sewer, utilities, etc.) are to be pro-rated and adjusted as of the date of closing. Seller shall pay all bills, if any, up to closing date.
10. The premises are sold "as-is" without warranty as to condition, expressed or implied.
 - a. Seller shall maintain the property, inside and out and deliver to the Purchaser in good condition, less reasonable wear and tear.
11. Purchaser has ten (ten) calendar days from the effective date to conduct tests and inspections or they will be deemed waived. All tests and inspections will be at Purchaser's expense. Seller shall cooperate with all tests and inspections and an extension must be made in writing and signed by both parties.
12. This contract may not be assigned by the Purchaser without the written consent of the Seller.
13. In the event of contract breach by one party, the other shall be entitled to pursue all legal and equitable remedies including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney fees.
14. Any risk of loss to the property shall be borne by the Seller until title has been conveyed to the Purchaser.
15. Purchaser or their authorized agent shall have the right to a walk-through of the premises in its entirety prior to closing. The final walk-through will be allowed up to 48 hours prior to the closing date.
16. Closing date shall be ON OR ABOUT _____
17. Execution of this contract by Purchaser shall constitute an offer and will become a binding contract upon execution by the Seller.

18. In the event of contract cancellation by the Purchaser, the deposit can be used to pay for seller's expenses (legal, abstract, etc.) incurred up until the point of cancellation.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

19. The above offer is hereby accepted by the Seller and Seller agrees to sell and convey on the terms and conditions of said offer.

Seller: _____ Date: _____

Seller: _____ Date: _____