

Board Resolution No. 2021-02-34
February 25, 2021

APPROVING DISPOSITION OF REAL PROPERTY POLICY

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

Whereas, Public Authorities Law requires that the Disposition of Real Property Policy of the Development Authority of the North Country be reviewed and approved annually, and

Whereas, the Disposition of Real Property Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, executive management has reviewed and recommends approval of the Disposition of Real Property Policy without modification.

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

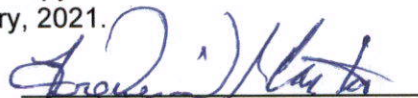
RESOLVED, that the Development Authority of the North Country does hereby approve the Disposition of Real Property Policy, attached hereto and incorporated in this Resolution.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-34 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies



Subject: Disposition of Real Property Policy

Adopted: February 25, 2021

Resolution: 2021-02-34

ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW

SECTION 1. DEFINITIONS

- A. "Contracting officer" shall mean the officer or employee of the Development Authority of the North Country (hereinafter, the "Authority") who shall be appointed by resolution to be responsible for the disposition of property. The designated Contracting Officer for the Authority is the Chief Financial Officer.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with section 2897 of the Public Authorities Law.
- C. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, and real property, and any addition or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

SECTION 2. DUTIES

- A. The Authority shall:
 - 1. maintain adequate inventory controls and accountability systems for all property owned by the Authority and under its control;
 - 2. periodically inventory such property to determine which property shall be disposed of;
 - 3. produce a written report of such in accordance with subsection B herewith; and
 - 4. transfer or dispose of such property as promptly and practicably as possible in accordance with Section 3 below.
- B. The Authority shall:
 - 1. publish, not less frequently than annually, a report listing all real property owned in fee by the Authority. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Authority and the name of the purchaser for all such property sold by the Authority during such period; and
 - 2. such report shall be published on the Public Authorities Reporting Information System (PARIS) within 90 days from the end of the fiscal year.

SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

- A. **Supervision and Direction.** Except as otherwise provided herein, the duly appointed contracting officer (the "Contracting Officer") shall have supervision and direction over the disposition and sale of property of the Authority. The Authority shall have the right to dispose of its property for any valid corporate purpose.
- B. **Custody and Control.** The custody and control of Authority property, pending its disposition, and the disposal of such property, shall be performed by the Authority or by the Commissioner of General Services when so authorized under this section.
- C. **Method of Disposition.** Unless otherwise permitted, the Authority shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other property, with or without warranty, and upon such other terms and conditions as the Authority and/or Contracting Officer deems proper. The Authority may execute such documents for the transfer of title or other interest in property and take such other action as it deems necessary or proper to dispose of such property under the provisions of this section. Provided, however, except in compliance with all applicable law, no disposition of real property, any interest in real property, or any other property which because of its unique nature is not subject to fair market pricing shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction.

Should the Authority deem the property to have no market value, but another government entity would have use for the property, for example teaching purposes, the Authority would declare a surplus and sell the property for \$1.00.

- D. **Sales by the Commissioner of General Services (the "Commissioner").** When the Authority shall have deemed that transfer of property by the Commissioner will be advantageous to the State of New York, the Authority may enter into an agreement with the Commissioner who may dispose of property of the Authority under terms and conditions agreed to by the Authority and the Commissioner. In disposing of any such property, the Commissioner shall be bound by the terms hereof and references to the Contracting Officer shall be deemed to refer to such Commissioner.
- E. **Validity of Deed, Bill of Sale, Lease, or Other Instrument.** A deed, bill of sale, lease, or other instrument executed by or on behalf of the Authority, purporting to transfer title or any other interest in property of the Authority in accordance herewith shall be conclusive evidence of compliance with the provisions of these guidelines and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.
- F. **Bids for Disposal; Advertising; Procedure; Disposal by Negotiation; Explanatory Statement.**
 - 1. Except as permitted by all applicable law, all disposals or contracts for disposal of property made or authorized by the Authority shall be made after publicly advertising for bids except as provided in subsection (3) of this Section F.

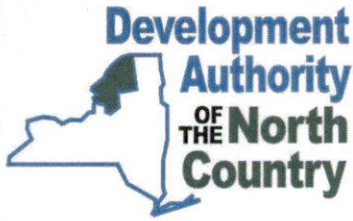
2. Whenever public advertising for bids is required under subsection (1) of this Section F:
 - a. the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;
 - b. all bids shall be publicly disclosed at the time and place stated in the advertisement; and
 - c. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the Authority, price and other factors considered; provided, that all bids may be rejected at the Authority's discretion.

3. Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to subsections (1) and (2) of this Section F but subject to obtaining such competition as is feasible under the circumstances, if:
 - a. the personal property involved is of a nature and quantity which, if disposed of under subsections (1) and (2) of this Section F, would adversely affect the state or local market for such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;
 - b. the fair market value of the property does not exceed fifteen thousand dollars;
 - c. bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;
 - d. the disposal will be to the state or any political subdivision, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
 - e. the disposal is for an amount less than the estimated fair market value of the property, the terms of such disposal are obtained by public auction or negotiation, the disposal of the property is intended to further the public health, safety or welfare or an economic development interest of the Authority, the state or a political subdivision (to include but not limited to, the prevention or remediation of a substantial threat to public health or safety, the creation or retention of a substantial number of job opportunities, or the creation or retention of a substantial source of revenues, or where the authority's enabling legislation permits or other economic development initiatives), the purpose and the terms of such disposal are documented in writing and approved by resolution of the board of the Authority; or
 - f. such action is otherwise authorized by law.

4. A. An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
 1. any personal property which has an estimated fair market value in excess of fifteen thousand dollars;
 2. any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (3) through (5) of this subparagraph;
 3. any real property disposed of by lease for a term of five years or less, if the estimated fair annual rent is in excess of one hundred thousand dollars for any of such years;
 4. any real property disposed of by lease for a term of more than five years, if the total estimated rent over the term of the lease is in excess of one hundred thousand dollars; or
 5. any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
- B. Each such statement shall be transmitted to the persons entitled to receive copies of the report required under all applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Authority making such disposal.

The Guidelines are subject to modification and amendment at the discretion of the Authority board and shall be filed annually with all local and state agencies as required under all applicable law.

Revision/Review Approval Date: April 10, 2007
Revision/Review Approval Date: March 27, 2008
Revision/Review Approval Date: March 13, 2009
Revision/Review Approval Date: May 26, 2011
Revision Date: March 22, 2012; Resolution No. 2012-03-02
Revision Date: March 21, 2013; Resolution No. 2013-03-02
Revision Date: March 20, 2014; Resolution No. 2014-03-09
Revision Date: March 19, 2015; Resolution No. 2015-03-31
Revision Date: March 31, 2016; Resolution No. 2016-03-38
Revision Date: March 23, 2017; Resolution No. 2017-03-28
Revision Date: March 28, 2018; Resolution No. 2018-03-34
Revision Date: February 28, 2019; Resolution No. 2019-02-03
Revision Date: May 28, 2020; Resolution No. 2020-05-51
Revision Date: February 25, 2021; Resolution No. 2021-02-34



**Board Resolution No. 2021-02-35
February 25, 2021**

APPROVING INVESTMENT POLICY

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

Whereas, Public Authorities Law requires that the Investment Policy of the Development Authority of the North Country be reviewed and approved annually, and

Whereas, the Investment Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, executive management has reviewed and recommends approval of the Investment Policy as amended.

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

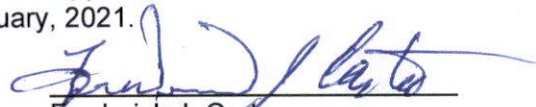
RESOLVED, that the Development Authority of the North Country does hereby approve the Investment Policy, attached hereto and incorporated in this Resolution.

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

Calligaris - Yes	Hefferon - Yes	Johnson - Yes	Mastascusa - Yes
Carter - Yes	Hollenbeck - Present	MacKinnon - Yes	Murray - Yes
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Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies



Subject: Investment Policy
Adopted: February 25, 2021
Resolution: 2021-02-35

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GUIDELINES FOR INVESTMENTS
BY THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

SECTION 1.0 TITLE

The policy shall be known as the "Investment Policy by the Development Authority of the North Country", " or the "Investment Policy".

SECTION 2.0 PURPOSE

The purpose of the Investment Policy is to establish comprehensive guidelines which detail the operative policy and instructions to officers and staff of the Development Authority of the North Country regarding the investing, monitoring and reporting of Funds. Its purpose is to comply with Title VII of the New York Public Authorities Law, and to create a reasonable rate of return to the Development Authority in accordance with sound investment practices.

SECTION 3.0 DEFINITIONS

1. "Funds" means all monies and other financial resources available for investment by the Development Authority of the North Country on its own behalf or on the behalf of any other entity or individual. Funds shall not include pension funds, which are separately administered pursuant to State and Federal law.
2. "Board" means the Board of Directors of the Development Authority of the North Country.
3. "State" means the State of New York.

SECTION 4.0 PERMITTED INVESTMENTS

The following is a list of the permitted investments that may be made by the Development Authority of the North Country with the Funds, all of which investments must be made in a manner and upon such terms as are consistent with the appropriate provisions of law relating to the Development Authority of the North Country, Board policy directives, and the limitations contained in contracts with bond or note holders:

1. Obligations of the United States of America or the State;
2. Obligations, the principal and interest of which are guaranteed, or insured by the United States of America or the State;
3. Government Agency Bonds;

4. Bankers' acceptances of, or certificates of deposit or other interest bearing depository accounts issued by, or time deposits with, any bank or trust company or national banking association secured by obligations of the United States or the State, of a market value equal at all times to or greater than the amount of the investment;
5. Repurchase agreements with any bank or trust company, national banking association or government bond broker dealer reporting to, trading with, and recognized as a primary government securities dealer by the Federal Reserve Bank of New York (listed on the then-current "List of the Government Securities Dealers Reporting to the Market Reports Division of the Federal Reserve of Bank of New York"), which agreement is secured by obligations of the United States or the State of a market value equal at all times to the amount of the investment.
6. General obligation bonds or notes of a municipality issued pursuant to the New York State Local Finance Law. Investments will be limited to municipalities located within the Development Authority's service area as defined by statute and are participants in the Solid Waste Management Participation Agreement dated August 26, 1993 and as amended.

SECTION 5.0 SECURITY OF INVESTMENTS

The following procedures shall be followed in order to fully secure the Development Authority of the North Country's financial interest in investment:

1. Investments shall be guaranteed or insured by the United States of America or the State, or be secured with the securities of the same.
2. Investments may also be made with such security as may be permitted to be made by agencies and public benefit corporations of the State from time to time.
3. An investment of Funds may be less than fully secured in the event that any one of the following occurs:
 - a. in the opinion of the Board, the yield on the investment outweighs the risk of loss;
 - b. it involves an investment of less than \$25,000;
 - c. it is an investment with a duration of less than one (1) week
 - d. it involves the purchase of general obligation bonds or notes of a municipality issued pursuant to the New York State Local Finance Law approved by the Board.

SECTION 6.0 WRITTEN CONTRACTS AND PROCEDURES

The Development Authority of the North Country shall enter into written contracts pursuant to which investments are made, except if the Executive Director or Chief Financial Officer, shall determine that:

1. a written contract is not practical; or
2. there is no regular business practice of executing written contracts with respect to a particular investment or transaction.
3. In situations where there is no written contract for a particular investment, the Development Authority of the North Country shall follow such procedures as are appropriate to protect its financial interest.
4. Such written contracts or procedures shall include provisions so that:
 - a. The Development Authority of the North Country's financial interest in an investment or transaction is secured in an appropriate manner;
 - b. The use, type and amount of collateral or insurance is established;
 - c. There is an established method for valuation of collateral and procedures for monitoring such valuation on a regular basis;
 - d. There is an established mechanism for the monitoring, control, deposit and retention of investments and collateral including, in the case of a repurchase agreement, that obligations purchased be physically delivered for retention to the Development Authority of the North Country or its agent (which shall not be an agent of the party with whom the Development Authority of the North Country enters the repurchase agreement), unless such obligations are issued in book-entry form, in which case the Development Authority of the North Country shall take such other action as may be necessary to obtain title to, or a perfected security interest in, such obligations. "Open" or continuing agreements shall not be made.

SECTION 7.0 COLLATERAL, INSURANCE AND VALUATION OF COLLATERAL

1. The use, type and amount of collateral or insurance for each investment shall equal or exceed the amount of such Investment, except upon resolution by the Board.
2. Collateral held by the Development Authority of the North Country or its agent shall be valued either at its current value on regularly traded money market or stock market exchange and shall be one year or less in maturity. The valuation of such collateral shall be monitored on a regular basis, as determined by the Executive Director or Chief Financial Officer of the Development Authority of the North Country.

3. All investments and collateral shall be controlled and managed by the Executive Director, Chief Financial Officer or ~~Accountant-Comptroller~~ of the Development Authority of the North Country and shall, if practicable, be deposited and secured in fire-proof or other safe locations.
4. Except where such an arrangement is impractical or not done in the ordinary course of business for investment transactions of that kind, payment of Funds should only be made against the delivery of collateral or other acceptable form of security, the delivery of government obligations when such obligations are purchased outright, or the delivery of the underlying securities when a repurchase agreement is involved. Custodians should be required to report periodically as appropriate on transactions involving the Development Authority of the North Country, and must have the written consent of the Development Authority of the North Country to transfer collateral. Telephonic communications should be confirmed in writing within a commercially acceptable period of time.
5. On a monthly basis, staff designated by the Executive Director or Chief Financial Officer shall verify the status of investments (and collateral if necessary) to determine that the financial interests of the Development Authority of the North Country are adequately protected.
6. Where appropriate, specific guidelines regarding margin maintenance should be established, taking into consideration (1) the size and terms of the transaction, (2) the type of underlying security, (3) the maturity of the underlying collateral, (4) the capitalization, financial status and type of purchaser and/or seller and (5) the method by which additional margin will be maintained.

SECTION 8.0 STANDARDS FOR DIVERSIFICATION OF INVESTMENTS

1. Investments of the Development Authority of the North Country shall be reasonably diversified, as shall the investment firms or banks with which the Development Authority of the North Country transacts investment business. This Section 8 shall not be construed so as to mandate absolute diversification in the event that the Board, Executive Director or Chief Financial Officer of the Development Authority of the North Country considers, in a certain instance, that diversification is not in the best interests of the Development Authority of the North Country.
2. In making permitted investments, selection of investment shall be competitively based except in the case of the purchase of general obligation bonds or notes issued by a municipality that are approved by the Board. A complete and continuous record of all bids or quotes, both solicited and unsolicited, shall be maintained. Not less than three (3), if possible, investment options with similar risk and term should be considered, and the investment should be made in the one offering the highest yield.

3. The process of initiating, reviewing and approving requests to buy and sell investments shall be documented by the Executive Director, Chief Financial Officer or ~~Accountant~~ Comptroller of the Development Authority of the North Country. Telephonic communications must be confirmed in writing within a commercially acceptable period of time.

SECTION 9.0 STANDARDS FOR THE QUALIFICATION OF INVESTMENT BANKERS, BROKERS, AGENTS, DEALERS AND OTHER INVESTMENT ADVISORS AND AGENTS TRANSACTING BUSINESS WITH THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY; CONFLICTS OF INTEREST

1. The Development Authority of the North Country shall transact business only with qualified, certified or licensed investment bankers, brokers, agents, dealers and other investment advisors and agents. The Development Authority of the North Country shall consider the quality, reliability, experience, capitalization, size and any other appropriate factors that, in the judgment of the Development Authority of the North Country, make an individual or firm qualified to transact business with the Development Authority of the North Country on investment matters.
2. Specifically, but without limitation, the following shall be considered qualified:
 - a. As investment bankers, brokers, agents and dealers: any bank or trust company organized under the laws of the State or the United States of America, or any government bond broker dealer reporting to, trading with, and recognized as a primary government securities dealer by the Federal Reserve Bank of New York (listed on the then current "List of the Government Securities Dealers Reporting to the Market Reports Division of the Federal Reserve Bank of New York").
 - b. As investment advisors: any bank or trust company organized under the laws of the State or the United States of America, and any person, firm or corporation that is: (a) Registered with the Securities and Exchange Commission under the Investment Advisor Act of 1940, (b) Registered with the Secretary of State as an Investment Advisor, and (c) A member in good standing of the Investment Counsel Association of America.
 - c. As Custodian: any bank or trust company organized under the laws of the State or the United States of America.
3. An approved list of dealers may be established by the Board.
4. Investment business may not be transacted with any institution or dealers of which a Board member, a senior Development Authority of the North Country officer, or any other officer or employee of the Development Authority of the North Country authorized to participate in the selection of such institutions or dealers is an officer, director, stockholders, member or partner, if such

transaction would violate the prohibitions of Section 73 of the New York Public Officers Law or other applicable provisions of law.

SECTION 10.0 OPERATIONS AND MANAGEMENT

1. Within the Development Authority of the North Country, the Executive Director approves, in writing, all investment transactions. Purchases of general obligation bonds or notes of a municipality issued pursuant to the New York State Finance Law must be approved in advance by the Board. The Chief Financial Officer or ~~Accountant I~~Comptroller executes the approved transactions. The ~~Accountant I~~ tracks, reconciles and records entries to the General Ledger on a monthly basis and reconciles the bank statements on a monthly basis. The ~~Chief Financial Officer~~Comptroller reviews in detail, the deposits and withdrawals of each of the reconciled bank statements and supporting documentation, on a monthly basis, and approves. Custodial functions shall be separately maintained. The Executive Director, Chief Financial Officer, and ~~Deputy~~Comptroller are the management staff that has board authorization as bank signatories. The Chief Financial Officer and ~~Accountant I~~Comptroller do not have the board authorization to solely make investments.
2. All investment transactions, including (1) the disbursement of Funds for investment, (2) the delivery of securities, and (3) the corresponding receipt of securities or Funds, shall be approved in writing, by the Executive Director, and the actual, approved transfer, completed by the Chief Financial Officer or ~~Accountant I~~Comptroller.
3. The Investment Policy hereby prohibits any and all Third Party transactions from any of the Development Authority investment accounts. Inter-company transfers and bond indenture requirements will be permitted.
4. Testing of the investment practices and controls (including proper execution and completion of required documentation) shall be periodically done by the ~~Compliance Officer~~Comptroller, or designee and independent auditors.
5. Collateral should be verified ~~at least annually~~monthly by the Chief Financial Officer or ~~Accountant I~~Comptroller, designated for such purpose by the Executive Director.
6. The Investment Policy or policies of the Development Authority of the North Country should be subject to continual review and revised as necessary to reflect changes in market conditions.
7. Review of compliance with Investment Policy and related procedures should be part of the annual certification by independent auditors. This should include confirmation letters from each bank verifying the obligations securing the Development Authority of the North Country deposits.

8. The Investment Manager is required to provide the Finance & Budget Committee with the actual costs associated with managing the Development Authority of the North Country accounts upon request and no more frequently than annually.
9. The Investment Manager is required to disclose the turnover on the Development Authority of the North Country accounts on an annual basis.
10. The Investment Manager is required to provide the Chief Financial Officer Finance & Budget Committee with Benchmarks and Index comparisons on a quarterly basis. The Chief Financial Officer shall report such index comparisions to the Finance & Budget Committee Board of Directors yearly.
11. The Management Staff is required to complete an annual comparison of costs.
12. The Management Staff is required to review turnover to determine if there is excessive buying and selling which would increase costs.
13. An examination of the market is required every five years to determine if the costs associated with managing the Development Authority of the North Country's accounts is in line.

SECTION 11.0 ANNUAL AUDIT OF INVESTMENTS

The Development Authority of the North Country shall annually engage a firm qualified to conduct an independent audit of all investments. The results of the audit shall be made available to the Board within 90 days of the end of the fiscal year. The Development Authority's financial statements should contain note disclosures on deposits with financial institutions and investments, as required by Government Accounting Standards Board Statement No. 3, effective for financial statements for periods ending after December 15, 1986.

SECTION 12.0 INVESTMENT MANAGER REPORTS

Quarterly reports or reports covering such other period as may be approved by the Board shall be prepared by the Investment Manager and filed by the Executive Director or Chief Financial Officer with the Authority Treasurer and Finance Committee regarding:

1. The maximization/performance of investments
2. The inventory of existing investments (available upon request)
3. The selection of investment bankers, brokers, agents, dealers or auditors, if appropriate, since the last report.

On an annual basis, a formal presentation will be made to the Board by the Investment Manager as to the current Investment status.

SECTION 13.0 PUBLIC AUTHORITY REPORTING INFORMATION SYSTEM REPORTING

The Development Authority of the North Country shall prepare and submit an annual investment report as required under Public Authority law; which will include:

1. These Investment Guidelines as then currently amended.
2. A description of any amendments to these Investment Guidelines since the last annual investment report.
3. An explanation of these Investment Guidelines as amended.
4. The results of the annual independent audit.
5. The investment income of the Development Authority of the North Country for the previous year.
6. A list of the total fees, commissions or other charges paid to each investment banker, broker, agent, dealer and advisor that or who rendered investment associated services to the Development Authority of the North Country since the last annual investment report. The annual investment report may be a part of any other annual report that the Development Authority of the North Country is required to make.

Such report shall be submitted electronically in the Public Authority Information System within 90 days from the end of the Authority's Fiscal Year.

SECTION 14.0 THIRD PARTY RIGHTS; VALIDITY OF CONTRACTS; ETC.

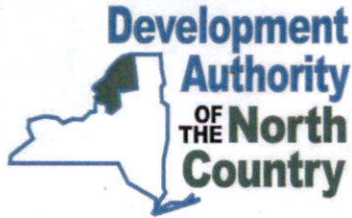
1. The Investment Policy is intended for the guidance of the Board, officers and employees of the Development Authority of the North Country only, and nothing contained herein is intended or shall be construed to confer upon any person, firm or corporation any right, remedy, claim or benefit under, or by reason of any requirement or provision hereof.
2. Nothing contained in the Investment Policy shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of these Guidelines.
3. Where applicable Federal, State or local laws or regulations contain requirements that are in conflict with, or that impose greater obligations upon the Development Authority of the North Country than the Investment Policy,

then such laws or regulations shall take precedence over those contained herein.

SECTION 15.0 EFFECTIVE DATE; ANNUAL REVIEW

The Investment Policy shall be effective as of the 1st day of January, 1986, may be amended from time to time, and shall be reviewed and approved on an annual basis by the Board.

Revised: November 10, 2005
Revision/Review Approval Date: April 10, 2007
Revision/Review Approval Date: March 27, 2008
Revision Date: March 31, 2009
Revision Date: July 2, 2009; Resolution No. 2009-07-06
Revision Date: October 25, 2010; Resolution No. 2010-10-04
Revision Date: May 26, 2011; Resolution No. 2011-05-04
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Revision Date: March 21, 2013; Resolution No. 2013-03-01
Revision Date: March 20, 2014; Resolution No. 2014-03-08
Revision Date: March 19, 2015; Resolution No. 2015-03-30
Revision Date: March 31, 2016; Resolution No. 2016-03-37
Revision Date: March 23, 2017; Resolution No. 2017-03-24
Revision Date: March 28, 2018; Resolution No. 2018-03-31
Revision Date: February 28, 2019; Resolution No. 2019-02-01
Revision Date: May 28., 2020; Resolution No. 2020-05-49
Revision Date: February 25, 2021; Resolution No. 2021-02-35



Board Resolution No. 2021-02-36
February 25, 2021

APPROVING PROCUREMENT POLICY

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

Whereas, Public Authorities Law requires that the Procurement Policy of the Development Authority of the North Country be reviewed and approved annually, and

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-36 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies

Subject: Procurement Policy
Adopted: February 25, 2021
Resolution: 2021-02-36



PROCUREMENT POLICY

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Procurement Policy

SECTION 1.0 PURPOSE

It is the policy of the Development Authority of the North Country ("the Authority") to procure goods and services in a manner which assures: (i) compliance with all applicable provisions of law governing procurements by the Authority; (ii) the acquisition of quality goods and services which meet the Authority's needs; (iii) fairness and open competition; (iv) the wise and prudent use of the resources of the Authority; (v) opportunities for certified Minority and Women-Owned Business Enterprises in accordance with law; and (vi) the avoidance of favoritism, extravagance, fraud and corruption.

The Authority shall maintain written procedures consistent with this Policy concerning the solicitation, evaluation and selection of Contractors. These procedures shall among other things, provide for the utilization of certified Minority and Women-Owned Business Enterprises, Service-Disabled Veteran Owned Businesses, New York State Business Enterprises, New York State Residents and Small Businesses. Such procedures shall be developed by the Finance Division and recommended to the Executive Director for approval.

This Policy is adopted in accordance with the Act (as defined below); applicable provisions of Public Authorities Law; and applicable Federal and State laws.

SECTION 2.0 DEFINITION OF TERMS

The following terms shall, for purposes of this Policy, have the following meanings unless the context shall clearly indicate otherwise:

1. "Act" shall mean the Development Authority of the North Country Act found at Title 29, Article 8 of the New York State Public Authorities Law.
2. "Authority" shall mean the Development Authority of the North Country.
3. "Competitive Basis" shall mean the utilization of any of the competitive procurement methods enumerated in Section 3.1 of this Policy.
4. "Contract for Professional Services" shall mean any written agreement for services involving the exercise of discretion, knowledge or expertise that are performed for fee, commission or other compensation by persons or organizations, not providing such services in their capacities as an Officer or employee of the Authority. Professional Services include, but are not limited to, legal, accounting, management consulting, investment banking, financial services, insurance, planning, training, statistical research, public relations, architectural, engineering, surveying or any other services of a consulting, technical or professional nature.

5. "Contractor" shall mean any contractor, consultant or vendor who enters into a Procurement Contract to provide goods, materials, equipment or services to the Authority.
6. "Exempt Contracts" shall mean any written agreement for goods or services for which a procurement process is impractical and may be awarded on other than a competitive basis. Such exempt contracts may include services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.
7. "Minority-Owned Business Enterprise" shall have the same meaning ascribed thereto by [Article 15-A of the Executive Law](#), as same may be amended.
8. "New York State Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are substantially manufactured, produced or assembled in New York State, or services which are substantially performed within New York State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business in New York State.
9. "New York Resident" shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located elsewhere, always intends to return.
10. "Officer" shall mean any person so defined in the By-Laws of the Authority.
11. "Procurement Contract" shall mean any written agreement to which the Authority is a party for the acquisition of goods or services of any kind, including construction and public works.
12. "Procurement Policy" shall mean the Procurement Policy of the Authority that is developed and authorized by the Board of Directors of the Authority.
13. "Service-Disabled Veteran-Owned Business" shall have the same meaning ascribed thereto by [Article 17-B of the Executive Law](#), as same may be amended.
14. "Small Business" shall have the same meaning ascribed thereto by [Article 15-A of the Executive Law](#), as same may be amended, and shall include a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Minority and Women's Business Development, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto.
15. "Women-Owned Business Enterprise" shall have the same meaning ascribed thereto by [Article 15-A of the Executive Law](#) as same may be amended.

SECTION 3.0 COMPETITIVE PROCUREMENT METHODS

- 3.1 All procurements of goods and services shall be made by the Authority on a Competitive Basis except as otherwise provided in this Policy. The competitive methods used to make procurements shall include:

- A. **Centralized Contracts.** Services, goods or materials may be obtained through contracts or other arrangements of the New York State Office of General Services or the United States General Services Administration or contracts or other arrangements of local government provided that the procurement complies with applicable procurement laws, regulations and guidelines for the use of such contracts.
- B. **Comparative Pricing.** Solicitation and compilation of qualified potential contractor quotes and comparative analysis of the cost of each good, material or service required.
- C. **Sealed Competitive Bid.** Solicitation of sealed price bids by invitation and advertising for specified services (other than Professional Services), goods, materials, to be awarded to the lowest responsible bidder after the submission of a responsive bid.
- D. **Requests for Proposals.** Solicitation of specific proposals for services and materials to determine the proposer's understanding of identified financial, organizational, logistical and technical requirements. Request for Proposals may also be used when there are problems detailing elements of performance including techniques and procedures as well as prices. Award of a Procurement Contract using this method is made on the basis of a formal evaluation of the qualifications of the proposers and the characteristics, quality and cost of such proposals.
- E. **Other Competitive Method.** Any other competitive method of procurement that is consistent with the purposes of this Policy.

3.2 For every contract awarded pursuant to sealed competitive bids, the Authority shall maintain procedures designed to ensure that the contract is awarded to the lowest responsible bidder submitting a bid that meets the specifications. In determining responsibility, staff shall consider factors such as financial responsibility, reliability, skill, past performance by the contractor on Authority projects, judgment and integrity. The written procedures shall further require, among other things, that: (i) to the extent required by law, there be separate specifications for major categories for work; (ii) all advertisements for sealed bids be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; and (iii) the rationale for awarding the contract to other than the apparent low bidder be documented and retained in the procurement file.

3.3 For every contract awarded pursuant to a request for proposal process, the Authority shall maintain procedures governing the solicitation, evaluation and selection of consultants and contractors designed to ensure that the contract is awarded to a responsible contractor evidencing proven experience with projects of the scope, magnitude and complexity of the type that are the subject of the contract and that the contractor has the ability to perform all work required in a professional and timely manner. The written procedures shall require, among other things, that: (i) there be a written request for proposals setting forth the criteria and standards upon which the award is to be based; (ii) the notice of request for proposals be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; (iii) the rationale for awarding the contract be documented and retained in the procurement file; and (iv) any competitive negotiations with a proposer be in the best interests of the procurement and documented in the procurement file.

3.4 The Authority shall, in addition to the procedures required above, maintain written procedures for any other method of competitive procurement to be used by the Authority. These procedures shall, among other things: (i) identify the category of procurement to which the procedure relates; (ii) ensure reasonable competition given the cost and type of procurement; and (iii) require written documentation of the rationale for awarding the procurement.

- 3.5 The Authority shall implement and maintain a procedure for reviewing inquiries from unsuccessful bidders and proposers. Such process shall ensure that unsuccessful bidders and proposers are treated in a fair and equitable manner.

SECTION 4.0 NON-COMPETITIVE PROCUREMENT METHODS

- 4.1 The Authority, subject to the provisions of Section 4.2 of this Policy, shall not be required to use a competitive method of procurement in the following instances:
- A. Emergency Purchase. In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting property or other interests of the Authority, or the life, health or safety of persons require immediate action, the Executive Director or his or her designee may authorize the procurement on other than a competitive basis. For each such procurement, there shall be a written record setting forth the basis for concluding that there was an emergency and the methods used to identify the selected contractor.
 - B. Discretionary Purchases - SB/MWBE/SDVOB. In accordance with New York State Procurement Guidelines, the Executive Director, or designee, of the Authority may authorize the purchase of commodities or services from Small Business concerns, certified Minority or Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, or commodities or technology that are recycled or remanufactured, in an amount not exceeding the threshold established per State Finance Law §163-6 without a formal competitive process.
 - C. Discretionary Purchases – Small Purchases. The Authority may purchase commodities or services costing less than fifteen thousand dollars (\$15,000), in the aggregate during the fiscal year, without requiring competitive quotations.
 - D. Preferred Sources. Goods or materials may be obtained from any provider which has been afforded Preferred Source status in accordance with Section 162 of the State Finance Law, such as the New York State Department of Correctional Services, Division of Industries-Corcraft, Industries of the Blind of New York State, New York State Industries for the Disabled and New York State Office of Mental Health, which, by law, are exempt from competitive bidding or similar requirements.
 - E. Single Source: A procurement in which, even though two or more firms can supply the required commodities or services, the Executive Director, or designee, upon written findings setting forth the material and substantial reasons therefore, may award the contract to one offerer over the other. For each such procurement, there shall be documented in the procurement record the circumstances leading to the selection of the vendor, including the alternatives considered, the rationale for selecting the specific vendor, and the basis upon which it determined the cost was reasonable (State Finance Law § 163(h)).
 - F. Sole Source. A procurement in which only one offerer is capable of supplying the required commodities or services (State Finance Law § 163 (g)). The Executive Director, or designee, may authorize the award of a contract for that commodity or service on other than a competitive basis. A written record shall be made of the facts supporting such a sole source determination.
 - G. Exempt Contracts. Other types of goods or services for which a competitive procurement process is impractical may be solicited on other than a competitive basis. Such exempt contracts may include; services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.

4.2 All procurements made pursuant to this Section shall be done in accordance with law and in furtherance of the purposes enumerated in Section 1.0 of this Policy. In addition, even if procurements need not be made on a competitive basis under this Policy, the Authority will seek competition to the maximum extent practicable under the circumstances.

SECTION 5.0 MONETARY THRESHOLDS FOR PROCUREMENT METHODS

The table below represents the minimum procurement methods that must be utilized with the associated monetary thresholds for purchases, unless using a non-competitive procurement method per Section 4.1

Estimated Amount of Purchase	Procurement Method
Discretionary Purchases – Small Purchase: aggregate purchase < \$15,000	Non – Competitive Procurement
Medium Purchase: aggregate purchase: ≥\$15,000 and <\$50,000	Written Quote(s)
Large Purchase: aggregate ≥ \$50,000.00	Formal Bid, Request for Proposals, Centralized Contract, Preferred Source

SECTION 6.0 PUBLICATION REQUIREMENTS FOR PROCUREMENT METHODS

6.1 The following publication requirements shall apply to solicitations for Procurement Contracts:

A. **Methods of obtaining Bids and Proposals.** The solicitation of bids, proposals or submissions of qualification data or offers for Procurement Contracts shall be made by the Authority in a manner determined by the Authority to be the most cost effective or providing reasonable competition. For Procurement Contracts that must be awarded on a Competitive Basis, the requirements may include advertisement in appropriate newspapers or trade journals and may also include direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with this Policy, including the Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Business Enterprise provisions herein.

B. **New York State Contract Reporter – Contracts \$50,000 or More.** In the case of Procurement Contracts in the actual or estimated amount of fifty thousand dollars (\$50,000) or more, the Authority will place a notice of all such opportunities in the New York State Contract Reporter. Procurement Contracts under \$50,000 may be posted to New York State Contract Reporter if deemed beneficial to the Procurement.

The link to the NYS Contract Reporter is: www.nyscr.org

C. **Exemptions from Publication Requirement** - The requirements above, relative to publications in the Contract Reporter, shall not apply to Procurement Contracts awarded pursuant to; 1) Centralized Contracts, 2) Emergency Contracts, 3) Exempt Contracts, 4) Preferred Sources, 5) Single Source, or 6) Sole Source.

SECTION 7.0 REQUIREMENTS REGARDING THE SELECTION OF PROCUREMENT CONTRACTORS

7.1 Contracts for Professional Services. The Authority shall award Contracts for Professional Services on a Competitive Basis unless the Procurement Contract is an Exempt Contract or is awarded using any of the non-competitive Source Selection Methods. Before entering into a Procurement Contract for Professional Services, the Authority should consider whether the contemplated services are best provided by Authority staff or external consultants. Capacity, expertise and cost shall be considered in making the determination. In addition, the Authority shall assure that the award of such contract is made to a Procurement Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. The Authority shall also consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. As part of the competitive process, the Authority shall:

1. Solicit proposals from several firms known to be qualified in the area of the service to be provided;
2. Evaluate those proposals received on the basis of the proposers' qualifications and other appropriate factors recited in the Request for Proposals. Contract price and fee may be the subject of Competitive Negotiation;
3. Document the deliberative processes by which Contractors providing Professional Services are selected;
4. Maintain written procedures to be used in connection with Requests for Proposals and Competitive Negotiations that are consistent with this Policy and that contain provisions relating to the solicitation, evaluation and selection of service contractors to which Procurement Contracts for Professional Services are to be awarded.
5. Document the deliberative process in which the Procurement Contractor was determined to be Responsive and Responsible. Request contractors to submit completed New York State Vendor Responsibility Questionnaires.

7.2 Contracts for Construction. The award of construction contracts by the Authority will require contracts to be awarded pursuant to Competitive Bids. The award of separate contracts for the major categories of work, i.e., general contracting; plumbing; electrical, and heating, ventilating, and air conditioning, may be required. The Authority shall select its construction contractors competitively unless the Procurement Contract is an Exempt Contract or is made using any of the following Source Selection Methods: Emergency Contract or Sole Source. In addition, all Public Works Contracts will require compliance by contractors and subcontractors with the provisions of the Labor Law requiring the payment of prevailing wage rates.

Any method of procurement employed for any construction contract shall assure that the work is done by qualified and experienced Contractors at the lowest price to the Authority. If a contract is awarded on a Competitive Basis, the Authority shall assure that the award of such contract is made to a Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. In addition, the Authority shall consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity.

The Authority shall document the deliberative process in which the Contractor was determined to be responsive and responsible, and shall request contractors to submit completed New York State Vendor Responsibility Questionnaires.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of Contractors to which Procurement Contracts for construction services are to be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

- 7.3 Procurement Contracts for Goods and Materials.** The Authority shall award Procurement Contracts for goods, materials, fixtures, furnishings, equipment and service contracts such as maintenance services and waste disposal (other than for Professional Services and construction) on a Competitive Basis (including Competitive Bids) unless the Procurement Contract is an Exempt Contract or is made using one of the following Source Selection Methods: Centralized Contracts, Emergency Contracts, Preferred Source, Discretionary Purchases, Single Source or Sole Source.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of vendors and suppliers to which Procurement Contracts for goods and materials shall be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

- 7.4 Standardization.** Where the Authority has determined that it is in its best interests to standardize on a particular make, manufacturer, model or licensed product for the efficient operation of its business, the Board may resolve to standardize on the specified make, manufacturer, model or licensed product for purchase. In that event any competitive procurement will identify in the bid or proposal's specifications the standardized items that must be provided by the vendor, or source.

- 7.5 Bidder Debriefing.** In the event that an unsuccessful bidder or proposer requests the Authority to review the award of a Contract, the Authority shall afford the unsuccessful bidder or proposer the opportunity to review its bid or proposal with the Authority and provide the unsuccessful bidder or proposer with the basis for decision and award of the Procurement Contract. In the process of reviewing the bid or proposal of an unsuccessful bidder or proposer the Authority shall treat each bidder or proposer in a fair and equitable manner.

- 7.6 Promotion of Minority and Women-Owned Business Enterprises.** It is the goal of the Authority to (a) promote and assist participation by Certified Minority and Women-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Minority and Women-Owned Business Enterprises. It is also the Authority's goal to award contracts to those contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment. The Authority recognizes that this goal may be achieved by awarding Procurement Contracts to those firms who have demonstrated that they do not discriminate in employment. Furthermore, if a Contractor utilizes a subcontractor(s) in the performance of any Procurement Contract, said Procurement Contract, where required pursuant to [Article 15-A of the Executive Law](#), shall require the Contractor to act affirmatively to secure participation by Certified Minority and Women-Owned Business Enterprises in such subcontract and to report the nature and extent of such efforts to the Authority. All Procurement Contracts, where required, shall be in compliance with [Article 15-A of the Executive Law](#), as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Minority and Women-Owned Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation of Minority and Women-Owned Business Enterprises in Procurement Contracts and for the utilization of Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 15-A of the Executive Law, as same may be amended.
2. Solicit offers from Minority and Women-Owned Business Enterprises known to have experience in the area of the goods or service to be provided on Procurement Contracts in accordance with Article 15-A of the Executive Law, as same may be amended.
3. Provide notice of any procurement to appropriate professional organizations that serve Minority and Women-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.
4. Consult any list maintained by any State agency or department known to the Authority, including the Department of Economic Development, which identifies Minority and Women-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Minority and Women-Owned Business Enterprises listed therein to solicit their offers.
5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (i) participation by certified Minority or Women-owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (ii) the utilization of certified Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (iii) the utilization of partnerships, joint ventures or other similar arrangements between certified Minority and Women-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.
6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A. 1 above and that eliminates barriers to participation by Minority and Women-Owned Business Enterprises on Procurement Contracts.

7.7 Promotion of Service-Disabled Veteran-Owned Business Enterprises. It is the goal of the Authority to (a) promote and assist participation by Certified Service-Disabled Veteran-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Service-Disabled Veteran-Owned Business Enterprises. All Procurement Contracts, where required, shall be in compliance with Article 17-B of the Executive Law, as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Service-Disabled Veteran-Owned Business Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation with Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 17-B of the Executive Law, as same may be amended.

2. Solicit offers from Service-Disabled Veteran-Owned Business Enterprises known to have experience in the area of goods or service to be provided on Procurement Contracts in accordance with Article 17-B of the Executive Law, as same may be amended.
3. Provide notice of any procurement to appropriate professional organizations that serve Service-Disabled Veteran-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.
4. Consult any list maintained by any State agency or department known to the Authority, including the Office of General Services, which identifies Service-Disabled Veteran-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Service-Disabled Veteran-Owned Business Enterprises listed therein to solicit their offers.
5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (1) participation by Service-Disabled Veteran-Owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (2) the utilization of certified Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (3) the utilization of partnerships, joint ventures or other similar arrangements between certified Service-Disabled Veteran-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.
6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.i above.

7.8 Promotion of New York State Business Enterprises and New York State Residents. It is the goal of the Authority to promote the participation of New York State Business Enterprises and New York State Residents in Procurement Contracts. Accordingly, the following procedures shall apply:

- A. The Authority shall collect and consult the specifications of New York State Business Enterprises in developing specifications for any Procurement Contract for the purchase of goods where possible, practicable, feasible and consistent with open bidding.
- B. The Authority shall include in all bid documents provided to potential bidders a statement that information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development and it is the policy of New York State to encourage the use of New York State subcontractors and suppliers.

7.9 Approval and Annual Review of Certain Contracts. The Authority may enter into Procurement Contracts for Professional Services for periods of longer than one year in accordance with this Policy provided such contractors are presented to the Board of the Authority for approval and reviewed annually as part of the approval of the Annual Report on Procurement Contracts. Such Procurement Contracts may also be terminated by the Board of the Authority.

- 7.10 Budget.** The Authority Board of Directors shall approve budgets on an annual basis. The Authority shall not enter into a Procurement Contracts where budgeted funds are not available.
- 7.11 Limitations on Contracts with Former Officers and Employees.** The Authority shall not enter into a Procurement Contract with a former Officer or employee of the Authority or any entity in which such Officer or employee has an interest (including a position of employment with such entity) unless there has been compliance with the applicable provisions of the Public Officers Law.

SECTION 8.0 STANDARD PROVISIONS FOR PROCUREMENT CONTRACTS

- 8.1 Procurement Contracts for Professional Services.** Procurement Contracts for Professional Services shall detail the scope of services to be performed and the time frame for performance, the monitoring or reviewing of that performance by Authority personnel and, where appropriate, any permitted use of Authority supplies, facilities or personnel. Such contracts shall also state the compensation for the services, the schedule of payment, the pre-conditions for receiving payment from the Authority, procedures for termination of the contract and any other provisions deemed necessary or appropriate for each particular Contract.
- 8.2** All Procurement Contracts which require a formal competitive solicitation (Competitive Bid, Request for Proposal) under this Policy shall include the current Authority's "Standard Terms, Conditions and Mandatory Clauses".
- 8.3 Compliance with State Finance Law §§ 139-j and 139-k (the Procurement Lobbying Law).** In order to comply with the Procurement Lobbying Law, the Authority has established Policy and Procedures pertaining to contacts regarding Procurement Contracts. Consistent with the Procurement Lobbying Law and the Authority's Policies and Procedures, the Authority shall designate one or more persons who may be contacted by Contractors regarding a given procurement and shall require disclosure from Contractors of persons or organizations designated, retained or employed to attempt to influence the procurement process. The Authority shall incorporate a summary of the Policy and Procedures in all solicitation of proposals, bid documents or specifications. Procurement Contracts must contain a certification by the Contractor that all information provided to the Authority with respect to the Procurement Lobbying Law is complete, true and accurate, and a provision authorizing termination of the Procurement Contract where it is found that the Contractor intentionally violated the Procurement Lobbying Law. The Authority shall consider as part of its determination of responsibility of a Contractor whether there has been past or present non-compliance with the Procurement Lobbying Law.
- 8.4** Pursuant to Public Authorities Law (PAL) section 2879-a and Title 2 of New York Code of Rules and Regulation (NYCRR) Part 206, the Comptroller of the State of New York, at his or her discretion and upon notification to a public Authority, is authorized to review and approve such Authority's contracts in excess of one million dollars (\$1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York. The Comptroller of the State of New York has provided official notification to the Authority that such statutory authority is being exercised and that all contracts meeting the requirements specified in Public Authorities Law (PAL) section 2879-a and Title 2 of New York Code of Rules and Regulation (NYCRR) Part 206 shall be subject to prior approval by the Comptroller of the State of New York.

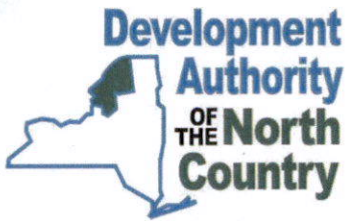
SECTION 9.0 REPORT ON PROCUREMENT CONTRACTS

- 9.1** Within ninety (90) days after the end of its fiscal year, the Authority shall prepare a report on Procurement Contracts pursuant to Public Authority Law 2879. Such a report may be a part of any other annual report that the Authority is required to make, such as the Public Authorities Reporting Information System (PARIS) report. The Authority Chief Financial Officer and Compliance Officer are responsible for completing and submitting the PARIS report to the Office of the State Comptroller and the Authority Budget Office. The report shall include:
- a. A copy of the Procurement Policy of the Development Authority of the North Country,
 - b. An annual report on procurement contracts which is available to the public.
 - c. An annual report explaining this Policy on Procurement Contracts and any amendments hereto.
 - d. Any other reports required by law.
- 9.2 Availability to Public.** Copies of the annual report on Procurement Contracts shall also be available to the public on the Authority's website or upon reasonable request at the Authority's main office.
- 9.3** Pursuant to PAL 2879-a and NYCRR 206.3, the Authority is required to submit a report to the Office of the State Comptroller annually within 30 days prior to the end of its fiscal year. The report will include a description of every eligible contract and eligible contract amendment which the Authority reasonably anticipates awarding in the following fiscal year. This requirement relates specifically to Authority contracts in excess of one million dollars (\$1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Amendment of Policy.** Any modification or amendment of this Policy may be made by a Supplemental Resolution adopted at any duly constituted meeting of the Board of the Authority; provided, however, that no such modification or amendment shall abrogate the rights and duties of existing Authority contracts, the terms of which were established pursuant to this Policy.
- 10.2 No Recourse under this Policy.** No provision contained solely in this Policy shall be the basis for any claim against any member, Officer or employee of the Authority or the Authority itself.
- 10.3 Effect of Noncompliance of Policy.** Nothing contained solely in this Policy shall be deemed to alter, invalidate, modify, or impair the terms of any contract or agreement made or entered into in violation of, or not in compliance with, the provisions of this Policy.
- 10.4** In furtherance of this Policy, the Board of the Authority shall annually review this Policy, and may amend same at its pleasure.
- 10.5** The Authority shall utilize Executive Order No. 4, Establishing a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and implement sustainability initiatives.

Revision/Review Approval Date: September 13, 2011
Revision Date: March 22, 2012; Resolution No. 2012-03-03
Revision Date: March 21, 2013; Resolution No. 2013-03-03
Revision Date: March 20, 2014; Resolution No. 2014-03-10
Revision Date: March 19, 2015; Resolution No. 2015-03-32
Revision Date: March 31, 2016; Resolution No. 2016-03-39
Revision Date: March 23, 2017; Resolution No. 2017-03-27
Revision Date: March 28, 2018; Resolution No. 2018-03-33
Revision Date: February 28, 2019; Resolution No. 2019-02-02
Revision Date: May 28, 2020; Resoution No. 2020-05-50
Revision Date: February 25, 2021; Resolution No. 2021-02-36



**Board Resolution No. 2021-02-37
February 25, 2021**

**LEACHATE TREATMENT AGREEMENT
CITY OF WATERTOWN**

Whereas, the Development Authority of the North Country has purchased leachate treatment services from the City of Watertown for leachate generated by the Materials Management Facility pursuant to an agreement dated August 15, 1989 and as amended in 1999, and an agreement dated April 1, 2009, and

Whereas, it is in the best interest of the Authority and the Authority's customers, to secure leachate treatment services from the City of Watertown, for a 20 year period, and

Whereas, City of Watertown and Authority staff have agreed upon the terms and conditions specified in the attached Leachate Treatment Agreement to commence on April 1, 2021, and

Whereas, Authority counsel has reviewed said Leachate Treatment regarding its form.

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

RESOLVED, that the Leachate Treatment Agreement, by and between the Authority and the City of Watertown, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement for a period of 20 years.

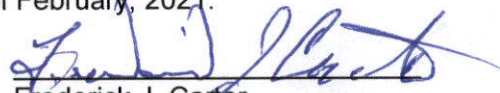
Motion by: F. Carter

Seconded by: T. Hefferon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-37 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

LEACHATE TREATMENT AGREEMENT

This Leachate Treatment Agreement made as of _____, 2021 by and between the Development Authority of the North Country with offices at Dulles State Office Building, Watertown, New York (“Authority”) and the City of Watertown with offices at 245 Washington Street, Watertown, New York (“City”).

RECITALS

1. Authority owns and operates a solid waste management facility in the Town of Rodman, New York in accordance with the New York Environmental Conservation Law and Part 360 of Title 6 of the N.Y.C.R.R., which requires construction of a double liner and leachate collection and detection systems.
2. The leachate generated by the solid waste management facility must be properly disposed of through a wastewater treatment facility capable of accepting the leachate for treatment.
3. The wastewater treatment facility owned and operated by the City has the reserve capacity to treat the projected quantity and quality of such leachate and the City desires to undertake such treatment subject to certain terms and conditions and other environmental regulations.
4. This contract is authorized pursuant to Section 2706 of the Public Authorities Law.

AGREEMENT

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

Section 1. Term. The term of this Agreement shall commence on April 1, 2021 and shall continue for a term of twenty years.

Section 2. Acceptance and Treatment of Leachate. The City shall accept from Authority, at the wastewater treatment facility, all leachate generated by the Authority’s solid waste management facility and properly treat and dispose of the same. Authority shall deliver such leachate to the City’s wastewater treatment facility by tank truck and discharge the same into the City’s facility in accordance with the City’s requirements and procedures. Notwithstanding the foregoing, the City reserves the right to reject such leachate if its acceptance would place the City in violation of any Federal, State or Local environmental quality, safety, and discharge standards then in effect.

Section 3. Measuring and Recording. The City shall measure the quantity of each delivery of leachate as the full rated capacity of the tanker truck. If, at the time of delivery, Authority provides evidence of actual volume, City will accept such evidence as accurate.

Section 4. Prohibited Deliveries. Authority shall not deliver to City any wastes not generated by the Authority's solid waste management facility.

Section 5. Testing. The City shall provide and use reliable devices, methods, and procedures for determining, from time to time as necessary, the quality and other characteristics of Authority's leachate. A copy of every such determination made by the City shall be mailed to the Authority upon request. The City shall make and keep permanent records of the volume, and, when ascertained, the quality and other characteristics of leachate delivered by the Authority. Any detailed analysis of the quality of the Authority's leachate shall be performed by private independent certified laboratories with the cost of said testing to be borne by the Authority.

Section 6. Payment for Service. For all leachate deliveries made by the Authority to the City's treatment facility, Authority shall pay \$.03015 per gallon from April 1, 2021 to March 31, 2022.

The rate per gallon shall increase by one percent (1%), starting on April 1 of each subsequent year. At no time during the term of this Agreement shall the per gallon rate charged for leachate exceed 80% of the City's codified per gallon rate for tanker hauled leachate.

Section 7. Billing. Monthly charges for leachate treatment services shall be billed by the City to the Authority. All billings shall be paid within twenty (20) days of the issuance of the bill and late payments will be subject to the City's late payment charges as defined by City Code.

Section 8. No Accruals of Causes of Action. The Authority acknowledges the continuing nature of the services provided by the City under this Agreement and that billings by the City do not affect the Authority's obligations to pay for services provided during the term of this Agreement. The City billings shall not be construed as accruals for purposes of asserting claims against the Authority for amounts owed.

Section 9. Accounts. The City will keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the treatment plant or any part thereof, and which, together with all other books and papers of the City, shall at all reasonable times be subject to public inspection, as required by law. The City will cause its books and accounts to be audited annually, and within thirty (30) days after the completion of such audit, copies of the reports of such audits so made shall be furnished to the Authority.

Section 10. Liability. The City shall use reasonable diligence to provide regular uninterrupted treatment of leachate, but shall not be liable for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the City. Such causes may include, but are not restricted to, acts of the State or federal government, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, riots, civil disturbance, quarantine, restrictions, inability to obtain equipment or supplies strikes, or failure or breakdown of facilities.

Section 11. Effect of Breach. Failure on the part of the City or the Authority in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not relieve the Authority from making any payment to the City or fully performing any other obligation required of it under this Agreement, but the Authority may have and pursue any and all other remedies provided by law for compelling performance by the City of said obligation assumed by or imposed upon the City if performance is not otherwise excused by the terms of this Agreement.

Section 12. Certain Acts Not a Waiver. Acceptance by the City of the treatment of leachate with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Agreement in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any provisions of this Agreement and shall not in any way obligate the City thereafter to accept or make provision for leachate delivered into the treatment plant with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 13. Entire Agreement. This Agreement shall be in full force and effect and be legally binding upon the City and the Authority and contains the entire agreement between the parties. It may be modified or amended only by the written agreement thereto signed by the parties.

Section 14. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 15. Supercedence. This Agreement supercedes in all respects the Leachate Treatment Agreement between the parties dated August 15, 1989, the July 14, 1999 amendment to that Agreement and the Agreement dated April 1, 2009.

Section 16. Re-Opener for Certain Changes Imposed upon the Parties. If the City is required by operation of Federal or State law, regulation, or permit to undertake steps or employ methods which materially increase the City's cost of treating leachate, the City shall have the right to reopen negotiations under this Agreement to address such issues, and each party shall have the obligation to negotiate a continuance of the Agreement in good faith. For purposes of this paragraph, material increases in cost to treat leachate may be claimed by the City, but shall be deemed to exist if the increase necessitated by changed requirements exceeds 15% of the previous year's costs to treat the leachate. Notwithstanding anything to the contrary contained in the foregoing, the Parties agree that the City must provide the Authority with notice of any such claimed material cost increase along with documentary evidence reasonably sufficient to prove the material cost increase. The parties agree that subsequent to such notice, they will work diligently to negotiate the continuance of the Agreement in good faith.

All of the above is established by the following signatures for the respective parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

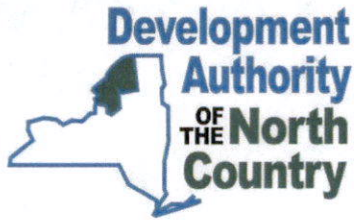
Date: _____ By: _____

Carl E. Farone Jr, Executive Director

CITY OF WATERTOWN

Date: _____ By: _____

Jeffrey M. Smith, Mayor



Board Resolution No. 2021-02-38
February 25, 2021

**AUTHORIZING EXECUTIVE DIRECTOR
TO IMPLEMENT COMPENSATION PLAN**

Whereas, the Authority Budget was adopted reflecting appropriations for compensation and benefits, and

Whereas, consistent with the provisions of the personnel policies manual adopted by the Board an annual adjustment pool was reflected in the budget as a percentage of anticipated base salaries for the provision of annual adjustments, reclassifications, promotions, longevity, merit for performance, and

Whereas, the aggregate of adjustments will not exceed the pool established by the Board.

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

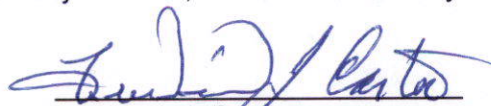
RESOLVED, the Development Authority herewith authorizes the Executive Director to approve compensation adjustments, effective for the fiscal year 2021-2022, commencing April 4, 2021 within the budgetary authorizations and consistent with Authority personnel policies authorized by the Board.

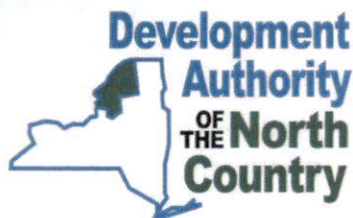
Motion by: T. Hefferon
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-38 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman



Board Resolution No. 2021-02-39
February 25, 2021

**APPROVING FISCAL YEAR 2021-2022 ADMINISTRATIVE BUDGET,
CAPITAL PROJECTS, ADMINISTRATIVE ALLOCATIONS
AND AUDIT COMMITTEE BUDGET**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the Fiscal Year 2021-2022 Administrative Budget detailed by the attached Appendix A, and

Whereas, upon recommendation by staff, it is determined that certain capital projects are necessary as set forth on the capital projects schedule as Appendix B, and

Whereas, it is necessary for the Development Authority of the North Country to restrict certain funds, as detailed by the attached Appendix C, and to, upon request, receive legislative initiatives to administer, and

Whereas, the Development Authority of the North Country allocates gross administrative charges to operating companies as detailed by the attached Appendix D, and

Whereas, the Audit Committee retains Certified Public Accountants to perform audits of the financial statements and internal controls and requires a budget for such services as follows:

Financial Audit	\$38,200
Miscellaneous Accounting Services	<u>\$ 5,000</u>
	\$43,200

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2021-2022 Administrative Budget and line items contained therein, as proposed and set forth in Appendix A, is hereby approved and adopted.**
- 2. The Administrative capital projects for the Fiscal Year 2021-2022, as set forth in Appendix B, are hereby approved and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting, therefore, on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2021-2022.**

3. The Schedule of Restricted / Board Designated Reserves, as proposed and set forth in Appendix C, is hereby approved and adopted. Further, to enhance the Authority's ability to manage such reserves, the Authority to create and manage reserves is hereby delegated to the Executive Director who shall report such actions to the Finance Committee on a timely basis.
4. The Fiscal Year 2021-2022 Administrative Allocations as proposed and set forth in Appendix D are hereby approved and adopted.
5. The Audit Committee Budget, as proposed and set forth, is hereby approved and adopted.
6. The Executive Director is authorized to receive legislative initiatives on behalf of the Authority and to execute grant agreements and related documents with grant recipients as appropriate.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-39 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


 Frederick J. Carter
 Board Chairman

**Administration
BUDGET FYE 2022
APPENDIX A**

	FYE 3/31/2020 Actual	FYE 3/31/2021 Amended Budget	Actual 11/30/2020	FYE 3/31/2022 Budget	
Grant Revenue					
4183	NY State Grants	\$8,916.25	\$10,000.00	\$5,851.25	\$4,000.00
	Total Grant Revenue	8,916.25	10,000.00	5,851.25	4,000.00
Other Income					
4164	Miscellaneous	192,300.65	212,700.00	143,581.80	211,300.00
	Total Other Income	192,300.65	212,700.00	143,581.80	211,300.00
4201	Gain on Sale of Assets	34,266.40	28,000.00	0.00	21,000.00
Interest Income					
4102	Investment Interest Income	302,999.95	314,600.00	79,502.75	98,400.00
420...	Mark to Market Adjustment	87,766.80	0.00	(2,081.42)	0.00
	Total Interest Income	390,766.75	314,600.00	77,421.33	98,400.00
	Total Income	626,250.05	565,300.00	226,854.38	334,700.00
Salaries					
500...	Administrative Wages	1,133,338.47	1,234,732.00	771,304.52	1,212,691.00
500...	Engineering Wages	0.00	0.00	1,235.12	0.00
500...	WQ Wages	813.31	0.00	0.00	0.00
500...	Overtime Wages	876.63	1,000.00	0.00	1,000.00
	Total Salaries	1,135,028.41	1,235,732.00	772,539.64	1,213,691.00
Fringe Benefits					
503...	FICA Expense	75,927.52	94,457.00	58,032.10	82,432.00
503...	Pension Expense	162,517.64	171,365.00	101,978.77	145,280.00
503...	Health Insurance	123,701.58	135,879.00	71,755.48	135,154.00
504...	Retiree Health Insurance	59,297.81	80,330.00	44,676.67	85,343.00
503...	Workers Comp	3,379.30	2,194.00	1,377.53	2,032.00
503...	Disability Insurance	891.78	1,045.00	696.80	2,797.00
5036	Unemployment	0.00	10,000.00	6,592.94	10,000.00
504...	Post Retire Overhead	(30,397.60)	81,751.00	51,966.30	81,254.00
5051	Benefit Admin. Fees	9,585.55	11,020.00	3,251.34	13,730.00
5054	Employee Physicals & Screening	1,141.25	1,575.00	926.25	1,787.00
	Total Fringe Benefits	406,044.83	589,616.00	341,254.18	559,809.00
Operations & Maintenance					
5134	Maintenance Contracts	2,132.57	3,355.00	604.61	2,720.00
5403	Safety Equipment & Supplies	3,650.49	14,000.00	12,006.34	14,046.00
	Total O & M	5,783.06	17,355.00	12,610.95	16,766.00
Office & Administrative					
5053	Misc Employee Costs	4,934.93	5,370.00	1,677.47	5,215.00
5102	Office Rent	74,216.84	107,900.00	67,588.36	121,936.00
5104	Office Supplies	8,311.19	10,000.00	7,052.58	10,000.00
5110	Postage & Shipping	5,211.02	6,000.00	4,128.41	6,000.00
5112	Telephone	3,656.44	4,020.00	1,996.49	5,310.00
5114	Cellular Services	4,328.14	5,800.00	3,207.58	5,500.00
5118	Other Communications	8,003.76	9,480.00	5,857.29	9,600.00
5120	Dues & Subscriptions	4,844.48	5,000.00	941.00	4,415.00
5122	Public Info & Advertising	3,677.34	9,500.00	8,777.48	4,590.00
5123	Promotional Materials	2,327.01	2,500.00	0.00	2,500.00
5130	Office Equipment	6,079.67	6,295.38	3,171.16	10,000.00
5170	Other Office Expenses	1,075.10	1,600.00	761.20	1,600.00
5173	Credit Card Processing Fees	623.59	600.00	357.40	600.00
5202	Employee Mileage Reimbursement	4,821.13	1,500.00	486.45	5,000.00
5204	Empl. Meals & Incidental	1,697.23	2,700.00	0.00	2,700.00

**Administration
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
5206 Empl. Lodging	3,102.00	445.72	0.00	5,400.00
5270 Travel & Meeting Expense	2,664.83	3,550.00	2,270.10	3,550.00
5370 Training & Development	13,870.30	9,980.00	2,211.45	14,100.00
5402 Employee Uniforms	981.09	1,425.00	0.00	1,425.00
5404 Safety Training	0.00	5,000.00	0.00	10,000.00
5508 Cleaning Services	3,880.00	10,000.00	5,970.00	13,900.00
6102 Board Member Travel & Expenses	650.84	1,750.00	621.00	1,750.00
6104 Sponsorships	8,982.00	7,500.00	1,000.00	9,000.00
Total Office & Admin	167,938.93	217,916.10	118,075.42	254,091.00
Professional Fees				
5924 Legal	23,857.20	59,190.00	48,568.75	35,000.00
5926 Investment Banking Fees	7,334.96	9,800.00	4,843.47	6,900.00
592... Accounting Fees	38,900.00	42,500.00	29,500.00	43,200.00
5970 Consulting	10,161.50	3,500.00	0.00	45,600.00
Total Professional Fees	80,253.66	114,990.00	82,912.22	130,700.00
Automobile				
5601 Auto/Light Truck Rep. & Maint.	651.26	1,000.00	159.92	640.00
5602 Auto/Light Truck Fuel	198.85	1,750.00	0.00	1,250.00
Total Automobile	850.11	2,750.00	159.92	1,890.00
Computer				
5124 Computer Equipment	25,637.00	50,468.40	16,091.51	29,320.00
5126 Computer Maintenance	12,273.00	8,500.00	3,966.44	8,500.00
5128 Programming & Software	103,221.79	148,893.89	74,318.94	168,258.00
5129 ECMS Expense	18,655.92	28,305.61	22,305.61	29,000.00
6108 Web Page Design & Maintenance	2,359.88	2,752.00	0.00	5,252.00
Total Computer	162,147.59	238,919.90	116,682.50	240,330.00
6114 Insurance	17,614.61	18,700.00	12,466.64	19,200.00
619... Admin Allocation	(1,985,649.29)	(2,168,149.00)	(1,418,599.17)	(2,332,132.00)
7032 Depreciation	248,337.72	277,600.00	169,286.80	279,900.00
6901 Contingency	0.00	0.00	0.00	25,000.00
Total Expenses	238,349.63	545,430.00	207,389.10	409,245.00
Change in Net Position	387,900.42	19,870.00	19,465.28	(74,545.00)

**Administration
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
<i>(This presentation of Cash Flow does not take into account changes in accruals)</i>				
CHANGE IN NET ASSETS				(74,545.00)
PLUS DEPRECIATION & AMORTIZATION				279,900.00
- 25... LESS PRINCIPAL PAYMENTS				(50,000.00)
RESERVE/CAPITAL REQUIREMENTS				
- 1440 ADMIN CAPITAL PROJECTS				(180,800.00)
TOTAL RESERVE/CAPITAL REQUIRED				<u>(180,800.00)</u>
CASH FLOW				<u>(25,445.00)</u>

**APPENDIX B
ADMINISTRATIVE CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	Fleet Vehicles	O	\$ 130,800	\$ 207,600	\$ 159,500	\$ 187,000	\$ 255,400
	Voice Upgrade	O	\$ 50,000	\$ -	\$ -	\$ -	\$ -
	Server Replacement	O	\$ -	\$ 6,200	\$ 40,000	\$ 16,000	\$ 12,000
TOTAL ADMINISTRATIVE			\$ 180,800	\$ 213,800	\$ 199,500	\$ 203,000	\$ 267,400

APPENDIX C
Development Authority of the North Country
Restricted/ Board Designated Reserves
Fiscal Year Ending March 31, 2021

The Development Authority of the North Country recognizes the following restricted reserves as detailed below,

Restricted Fund Balance:	Balance 3/31/2020	Estimated Balance 3/31/2021
Community Rental Housing Program	\$ 14,250,786	\$ 13,287,385
Community Development Loan Fund	\$ 8,182,062	\$ 8,592,523
Housing Loan Revolving Fund	\$ 22,583,026	\$ 22,748,492
Army Water & Sewer	\$ 1,800,000	\$ 1,800,000
Regional Waterline	\$ 512,052	\$ 512,052
Wetlands Mitigation Reserve	\$ 1,292,626	\$ 1,308,034
SWMF Replacement Reserve	\$ 5,642,140	\$ 5,425,795
SWMF Liner Reserve	\$ 7,000,000	\$ 7,000,000
Telecom Repair & Replacement Reserve	\$ 6,718,693	\$ 6,782,327
	\$ 67,981,385	\$ 67,456,608

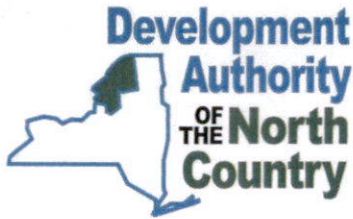
Further, it is necessary for the Development Authority of the North Country to designate a portion of its fund balance for the purposes detailed below,

Board Designated Reserves:	Balance 3/31/2020	Estimated Balance 3/31/2021
Administrative / Supplemental Insurance	\$ 4,000,000	\$ 4,000,000
Infrastructure Development	\$ 223,107	\$ 223,107
Solid Waste Capital Reserve	\$ 12,212,738	\$ 8,707,446
Tip Fee Stabilization Reserve	\$ 4,362,020	\$ 4,437,314
Landfill Gas Reserve	\$ 1,628,366	\$ 1,656,214
Economic Development Loan Fund	\$ 5,581,377	\$ 5,533,621
Affordable Housing Program	\$ 3,000,000	\$ 3,000,000
	\$ 31,007,608	\$ 27,557,702

APPENDIX D
Administrative Allocations
Budget - FYE March 31, 2022

	Budgeted FYE 3/31/21		Budgeted FYE 3/31/22		Increase or Decrease
Administrative Costs:					
Salaries & Fringes	\$ 1,739,434	\$	1,685,797	\$	(53,637)
Administrative Overhead	\$ 685,226	\$	750,494	\$	65,268
Total Administrative Costs	\$ 2,424,660	\$	2,436,291	\$	11,631

	Budgeted FYE 3/31/21		Budgeted FYE 3/31/22		Increase or Decrease
Administrative Allocation:					
Army Sewer	\$ 289,618	\$	281,576	\$	(8,042)
Army Water	\$ 152,867	\$	165,070	\$	12,203
Regional Water	\$ 17,717	\$	17,426	\$	(291)
Water Quality Contracts	\$ 36,558	\$	36,745	\$	187
Engineering	\$ 55,463	\$	55,784	\$	321
Materials Mgt	\$ 840,523	\$	993,394	\$	152,871
Telecommunications	\$ 616,227	\$	617,820	\$	1,593
Regional Development Contracts	\$ 50,697	\$	30,190	\$	(20,507)
Affordable Housing Program	\$ 61,484	\$	88,350	\$	26,866
Community Development Loan Fund	\$ -	\$	4,151	\$	4,151
Authority Economic Development Fund	\$ 56,009	\$	56,837	\$	828
Community Rental Housing Program	\$ 8,997	\$	8,947	\$	(50)
Internal Subsidy	\$ 238,500	\$	80,000	\$	(158,500)
Total	\$ 2,424,660	\$	2,436,291	\$	11,631



Board Resolution No. 2021-02-40
February 25, 2021

APPROVING FISCAL YEAR 2021-2022 ENGINEERING DIVISION OPERATING BUDGET, CAPITAL PROJECTS AND RESERVE DESIGNATION

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2021-2022 Engineering Budget, attached to this Resolution as Appendix A, and

Whereas, upon recommendation by staff, it is determined that certain capital projects are necessary as set forth on the capital projects schedule as Appendix B.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:


- 1. The Fiscal Year 2021-2022 Engineering Budget and line items contained therein, as proposed and set forth in Appendices A, are hereby approved and adopted.**
- 2. The Engineering capital projects for the Fiscal Year 2021-2022, as set forth in Appendix B, are hereby approved and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting, therefore, on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2021-2022.**
- 3. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.**

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-40 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.



Frederick J. Carter
Board Chairman

**Engineering
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Customer Billings					
4001	Customer Billings	\$1,444,830.58	\$1,266,025.00	\$751,493.41	\$1,203,271.00
	Total Customer Billings	1,444,830.58	1,266,025.00	751,493.41	1,203,271.00
Grant Revenue					
4181	Federal Grant Income	8,995.00	0.00	0.00	0.00
	Total Grant Revenue	8,995.00	0.00	0.00	0.00
Total Income		1,453,825.58	1,266,025.00	751,493.41	1,203,271.00
Salaries					
500...	Engineering Wages	740,351.62	700,886.00	422,849.97	704,088.00
500...	MMF Wages	0.00	0.00	88.92	0.00
500...	WQ Wages	2,190.58	0.00	173.36	0.00
500...	Overtime Wages	2,063.24	375.00	296.56	0.00
	Total Salaries	744,605.44	701,261.00	423,408.81	704,088.00
Fringe Benefits					
503...	FICA Expense	53,537.60	53,647.00	31,217.22	45,832.00
503...	Pension Expense	93,339.39	82,542.00	51,654.96	87,744.00
503...	Health Insurance	114,710.73	93,189.00	64,650.25	104,971.00
503...	Workers Comp	32,395.92	29,179.00	19,142.17	27,545.00
503...	Disability Insurance	373.37	445.00	296.64	1,617.00
504...	Post Retire Overhead	56,861.79	51,226.00	32,240.52	46,975.00
5054	Employee Physicals & Screening	364.00	500.00	0.00	500.00
	Total Fringe Benefits	351,582.80	310,728.00	199,201.76	315,184.00
Operations & Maintenance					
5403	Safety Equipment & Supplies	1,289.78	1,000.00	206.91	1,000.00
5904	SCADA	16,903.01	22,200.00	10,071.85	19,550.00
8090	Purchases for Resale	90,857.60	66,000.00	30,256.70	38,500.00
	Total O & M	109,050.39	89,200.00	40,535.46	59,050.00
Office & Administrative					
5053	Misc Employee Costs	219.25	1,000.00	963.20	800.00
5102	Office Rent	10,761.00	10,761.00	7,174.00	5,389.00
5104	Office Supplies	1,547.38	2,800.00	239.36	2,500.00
5112	Telephone	3,656.26	4,020.00	2,223.64	1,960.00
5114	Cellular Services	5,690.07	6,700.00	3,094.56	6,800.00
5120	Dues & Subscriptions	618.00	1,000.00	470.00	600.00
5122	Public Info & Advertising	0.00	2,180.00	880.00	500.00
5130	Office Equipment	2,796.39	5,000.00	445.00	4,000.00
5202	Employee Mileage Reimbursement	16,518.33	12,820.00	2,827.29	10,000.00
5204	Empl. Meals & Incidental	453.30	2,500.00	0.00	2,500.00
5206	Empl. Lodging	1,715.00	6,500.00	572.00	5,000.00
5312	Continuing Education	0.00	5,000.00	0.00	12,800.00
5370	Training & Development	7,994.00	7,580.00	(66.00)	8,000.00
5402	Employee Uniforms	753.00	1,300.00	139.90	1,200.00
	Total Office & Admin	52,721.98	69,161.00	18,962.95	62,049.00
Professional Fees					
5924	Legal	29,426.88	500.00	0.00	500.00
	Total Professional Fees	29,426.88	500.00	0.00	500.00
Automobile					
5601	Auto/Light Truck Rep. & Maint.	479.76	2,777.00	1,884.00	2,500.00
5602	Auto/Light Truck Fuel	3,265.01	6,000.00	1,445.78	5,000.00

**Engineering
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>		FYE 3/31/2020 Actual	FYE 3/31/2021 Amended Budget	Actual 11/30/2020	FYE 3/31/2022 Budget
5603	Auto/Light Truck Rental/Lease	8,600.04	8,400.00	5,600.00	6,700.00
5605	Vehicle Ins	1,195.88	3,200.00	2,133.36	2,200.00
	Total Automobile	13,540.69	20,377.00	11,063.14	16,400.00
	Computer				
5124	Computer Equipment	5,020.61	6,500.00	4,823.28	6,000.00
5128	Programming & Software	11.10	1,300.00	613.80	1,200.00
5906	GIS	34,220.54	29,006.00	24,887.72	29,200.00
	Total Computer	39,252.25	36,806.00	30,324.80	36,400.00
6114	Insurance	24,687.51	26,600.00	17,733.36	26,300.00
619...	Admin Allocation	53,703.05	55,463.00	36,316.18	55,784.00
619...	Engineering Allocation	(67,192.98)	(82,956.00)	(56,964.42)	(79,552.00)
6208	NYS Administrative Assessment	6,535.00	6,957.00	0.00	7,173.00
890...	Water Quality Allocation	1,184.00	0.00	0.00	0.00
7032	Depreciation	34,865.10	27,800.00	20,585.58	12,700.00
	Total Expenses	1,393,962.11	1,261,897.00	741,167.62	1,216,076.00
	Change in Net Position	59,863.47	4,128.00	10,325.79	(12,805.00)

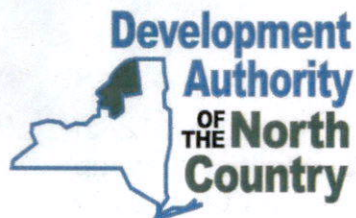
**Engineering
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(12,805.00)
PLUS DEPRECIATION & AMORTIZATION				12,700.00
CASH FLOW				<u>(105.00)</u>

**APPENDIX B
ENGINEERING**

ENGINEERING

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	GIS Equipment	O	\$ -	\$ 30,000		\$ -	\$ -
	GIS ESRI Software & Internet Mapping Application Upgrade	O	\$ -	\$ -	\$ 50,000	\$ -	\$ -
TOTAL ENGINEERING			\$ -	\$ 30,000	\$ 50,000	\$ -	\$ -



Board Resolution No. 2021-02-41
February 25, 2021

**APPROVING FISCAL YEAR 2021-2022 MATERIALS MANAGEMENT
DIVISION OPERATING BUDGET, CAPITAL PROJECTS,
RESERVE REQUIREMENTS, AND TIPPING FEES**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2021-2022 Materials Management Budget based on anticipated waste volumes, said proposed Budget being attached to this resolution as Appendix A, and

Whereas, upon recommendation by staff and consulting engineers, it is determined that certain capital projects are necessary, as set forth on the capital projects' schedule attached as Appendix B, and

Whereas, it is necessary to establish reserve requirements, tipping fees and related understandings for Fiscal Year 2021-2022 in support of said Budget.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

- 1. The Fiscal Year 2021-2022 Materials Management Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. The Materials Management capital projects for the Fiscal Year 2021-2022, as set forth in Appendix B, are hereby approved, with the stated cost thereof to be charged against indicated reserves, and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2021-2022.**
- 3. Based upon receipt at the Facility of anticipated waste volumes, the tipping fee for the Fiscal Year 2021-2022 shall be \$46.00 per ton for municipal solid waste, construction and demolition waste, and ash; \$36.00 per ton for non-beneficial use sludge, industrial waste and sewage sludge; \$18.00 per ton for non-hazardous petroleum contaminated soil; \$17.50 per ton for beneficial use sludge; \$200 per ton for friable asbestos (one ton minimum); \$80.00 per ton for friable asbestos-contaminated construction debris or other waste that requires special handling protocol during disposal. The Authority shall offer a \$2.00 per ton discount on municipal solid waste (MSW) and construction and demolition waste (C&D) to haulers entering into a contract with the Authority.**

4. The Community Improvement Program shall be extended for Fiscal Year 2021-2022 at \$31.50 per ton for up to 15,000 tons of demolition waste. The Residential Cleanup Program shall be extended for Fiscal Year 2021-2022 at \$36.00 per ton for up to 2,500 tons. Reserve requirements for such year (included in the tipping fees) shall be, per ton:

Replacement	\$1.00
Closure	\$2.75

Pursuant to the Host Community Agreement with the Town of Rodman, estimated host community benefit fees and gas to energy revenue sharing, totaling \$763,172 will be paid for the Fiscal Year 2021-2022.

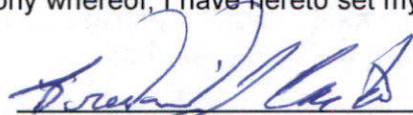
5. To enhance the Authority's ability to respond promptly to changing conditions in the competitive solid waste disposal market, the authority to establish tipping fees, special condition fees, manage reserves, establish host community agreements and negotiate hauler contracts is hereby delegated to the Executive Director who shall report such actions to the Facilities Committee in a timely manner.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-41 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.



Frederick J. Carter
 Board Chairman

**Materials Management
BUDGET FYE 2022
APPENDIX A**

	FYE 3/31/2020 Actual	FYE 3/31/2021 Amended Budget	Actual 11/30/2020	FYE 3/31/2022 Budget
Customer Billings				
4001	\$7,219,027.58	\$7,613,000.00	\$5,140,756.10	\$8,153,431.00
4006	511,134.88	678,960.00	439,283.22	216,245.00
4008	454,342.10	452,640.00	292,855.48	594,674.00
4012	454,342.10	282,900.00	183,034.68	0.00
4013	454,342.10	0.00	0.00	0.00
	9,093,188.76	9,027,500.00	6,055,929.48	8,964,350.00
Waste Diversion Revenue				
4050	0.00	715,500.00	0.00	476,000.00
4060	0.00	140,000.00	88,998.00	140,000.00
4061	0.00	113,897.00	74,744.00	110,000.00
	0.00	969,397.00	163,742.00	726,000.00
Grant Revenue				
4183	0.00	333,312.00	248,245.15	81,319.00
	0.00	333,312.00	248,245.15	81,319.00
Other Income				
4164	50,143.61	25,000.00	11,615.53	25,000.00
4166	657,210.81	438,009.00	346,714.36	462,054.00
	707,354.42	463,009.00	358,329.89	487,054.00
4201	47,025.00	45,000.00	0.00	45,000.00
Interest Income				
410...	375,959.79	134,138.00	48,728.73	128,585.00
4108	131,211.11	111,110.00	46,369.27	75,379.00
4116	123,604.30	102,931.00	76,054.81	90,981.00
4118	186,047.91	200,275.00	82,982.37	85,205.00
4119	163,850.95	151,084.00	52,224.98	64,278.00
4120	39,965.97	22,096.00	13,928.78	18,071.00
420...	472,652.33	0.00	(4,806.52)	0.00
	1,493,292.36	721,634.00	315,482.42	462,499.00
	11,340,860.54	11,559,852.00	7,141,728.94	10,766,222.00
Salaries				
500...	45,616.86	114,958.00	79,379.34	124,791.00
500...	0.00	0.00	656.64	0.00
500...	1,338,259.50	1,517,731.00	886,830.22	1,461,066.00
500...	20,081.22	36,769.00	10,367.08	37,362.00
5005	7,650.00	7,800.00	5,400.00	7,800.00
	1,411,607.58	1,677,258.00	982,633.28	1,631,019.00
Fringe Benefits				
503...	98,631.15	128,270.00	71,679.60	104,733.00
503...	195,455.15	239,399.00	142,769.73	252,435.00
503...	238,013.50	294,049.00	159,360.93	268,579.00
503...	100,036.23	103,620.00	59,785.11	93,022.00
503...	1,079.30	1,079.00	719.36	5,193.00
504...	137,716.12	157,596.00	94,978.74	145,342.00
5054	8,202.10	8,000.00	1,072.40	8,000.00
	779,133.55	932,013.00	530,365.87	877,304.00
Operations & Maintenance				
5062	34,898.43	50,976.00	0.00	35,000.00
5403	10,679.78	14,000.00	4,724.02	14,000.00
5702	84,352.14	100,000.00	62,845.79	120,000.00

**Materials Management
BUDGET FYE 2022
APPENDIX A**

	FYE 3/31/2020	FYE 3/31/2021	Actual 11/30/2020	FYE 3/31/2022 Budget
<u>Account Description</u>	<u>Actual</u>	<u>Amended Budget</u>		
5703 Small Equipment	13,198.90	30,000.00	2,235.00	30,000.00
5704 O&M Supplies	13,927.00	20,000.00	5,317.81	20,000.00
5708 Fuels	214,111.53	335,000.00	83,370.79	250,000.00
5710 Lubricants	9,044.37	20,000.00	4,713.90	20,000.00
5712 Purchased Maintenance & Repair	89,927.55	65,000.00	46,315.76	80,000.00
5716 Equipment Rental	6,329.10	15,000.00	0.00	15,000.00
5718 Tires	33,519.22	30,000.00	5,492.62	20,000.00
5770 Other Tool, Equip & O&M	2,499.61	2,500.00	2,060.94	5,000.00
5815 Chemicals	16,969.55	10,000.00	3,223.20	5,000.00
5818 Leachate System Expense	0.00	15,000.00	686.88	15,000.00
5820 LFG Maintenance	65,440.49	75,000.00	7,782.18	75,000.00
5870 Natural Habitat Enhancements	0.00	0.00	0.00	50,000.00
5932 Monitoring & Testing	114,077.01	115,600.00	50,506.65	151,060.00
6008 Contract Hauling	12,065.00	20,000.00	15,200.00	30,000.00
Total O & M	721,039.68	918,076.00	294,475.54	935,060.00
Recycling Transfer Station				
500... Material Reprocessing Wages	66,144.00	134,551.00	83,494.67	235,603.00
500... Overtime Wages	464.58	0.00	1,425.63	6,419.00
503... FICA Expense	4,767.10	10,293.00	6,770.41	16,273.00
503... Pension Expense	5,709.87	12,917.00	8,942.54	32,531.00
503... Health Insurance	12,978.28	25,155.00	9,338.50	29,297.00
503... Workers Comp	7,507.88	12,311.00	7,781.39	18,663.00
503... Disability Insurance	0.00	74.00	0.00	893.00
504... Post Retire Overhead	8,987.00	16,560.00	11,020.50	25,944.00
6300 RTS -Safety Equipment & Supplies	1,853.43	2,500.00	1,709.58	2,500.00
6305 RTS - Large Parts	3,522.38	7,500.00	3,007.21	7,500.00
6310 RTS - Small Equipment	6,130.99	4,005.00	3,898.96	4,000.00
6315 RTS - O&M Supplies	10,502.05	14,000.00	3,323.40	10,000.00
6320 RTS - Fuels	2,287.67	10,000.00	3,082.85	10,000.00
6325 RTS - Purchased Maintenance & Repair	4,936.81	7,500.00	5,735.40	7,500.00
6329 RTS - Disposal Costs	0.00	715,500.00	0.00	476,000.00
6330 RTS - Contract Hauling	0.00	230,000.00	63,905.00	133,000.00
6335 RTS - Office Supplies	128.62	1,000.00	10.81	1,000.00
6340 RTS - Cellular Services	0.00	1,020.00	0.00	1,050.00
6345 RTS - Other Communications	374.91	2,400.00	1,204.82	2,400.00
6350 RTS - Office Equipment Maintenance	0.00	500.00	0.00	500.00
6355 RTS - Employee Mileage Reimbursement	0.00	150.00	0.00	50.00
6360 RTS - Employee Uniforms	368.24	950.00	658.15	1,000.00
6365 RTS - Gas & Electric	3,120.48	5,000.00	2,659.41	6,000.00
6370 RTS - Propane	4,425.57	4,000.00	1,110.98	4,000.00
6375 RTS - Building Supplies	1,387.35	1,000.00	199.99	1,000.00
6380 RTS - Site Supplies	706.59	1,000.00	0.00	1,000.00
6385 RTS - Building Maintenance & Repair	1,688.07	3,000.00	1,665.87	3,000.00
6390 RTS - Site Maintenance & Repair	3,020.59	3,350.00	0.00	4,000.00
6395 RTS - Auto/Light Truck Rep. & Maint.	450.00	2,000.00	0.00	2,000.00
6400 RTS - Auto/Light Truck Fuel	0.00	1,500.00	127.92	500.00
6410 RTS - Programming & Software	0.00	5,000.00	0.00	1,155.00
Total Recycling Transfer Station	151,462.46	1,234,736.00	221,073.99	1,044,778.00
Waste Diversion				
5125 Promotional Materials - RRR	50,463.18	75,000.00	2,976.95	75,000.00
6009 Household Hazardous Waste	66,479.75	75,000.00	58,466.60	75,000.00
6011 Recycling Incentive	64,894.10	116,000.00	30,965.70	70,000.00
6012 Recycling Incentive-County Capital	337,679.93	555,000.00	64,745.00	238,814.00
6013 CRT Recycling	104,398.17	90,000.00	46,177.96	0.00
6017 Book Debinding	5,369.63	5,000.00	3,046.16	3,000.00
6018 Mattress Recycling - All Counties	171,825.00	370,000.00	230,990.50	350,000.00
6020 Waste Audit	34,000.00	0.00	0.00	0.00

**Materials Management
BUDGET FYE 2022
APPENDIX A**

	<u>Account Description</u>	FYE 3/31/2020 Actual	FYE 3/31/2021 Amended Budget	Actual 11/30/2020	FYE 3/31/2022 Budget
6021	Regional Tire Recycling	53,393.76	140,000.00	86,657.76	140,000.00
	Total Waste Diversion	888,503.52	1,426,000.00	524,026.63	951,814.00
6002	Sewage Treatment	335,294.80	354,200.00	152,471.47	603,000.00
601...	Closure & Post Closure Care	851,891.25	803,999.00	408,767.36	744,157.00
6006	Host Community Benefits	772,063.15	780,261.00	506,639.97	763,172.00
	Office & Administrative				
5053	Misc Employee Costs	751.99	1,000.00	0.00	1,000.00
5104	Office Supplies	1,367.02	5,000.00	2,623.68	5,000.00
5112	Telephone	7,537.05	8,000.00	5,031.08	8,500.00
5114	Cellular Services	6,932.37	10,000.00	3,524.52	6,750.00
5120	Dues & Subscriptions	1,981.99	3,000.00	52.50	3,000.00
5122	Public Info & Advertising	1,333.72	2,500.00	1,035.75	2,500.00
5123	Promotional Materials	5,187.79	8,000.00	3,090.00	8,000.00
5130	Office Equipment	210.67	1,000.00	1,000.77	1,000.00
5132	Office Equip Maintenance	529.20	1,200.00	0.00	1,200.00
5202	Employee Mileage Reimbursement	1,011.26	5,000.00	122.48	2,500.00
5204	Empl. Meals & Incidental	35.47	1,800.00	0.00	1,800.00
5206	Empl. Lodging	1,894.00	4,800.00	0.00	4,800.00
5270	Travel & Meeting Expense	0.00	750.00	0.00	750.00
5312	Continuing Education	0.00	3,000.00	0.00	3,500.00
5370	Training & Development	2,090.41	8,000.00	0.00	8,000.00
5402	Employee Uniforms	13,806.50	20,100.00	7,542.11	15,000.00
5508	Cleaning Services	9,540.00	12,000.00	7,260.00	12,000.00
6210	Trustee Fees	3,500.00	7,500.00	7,000.00	7,500.00
	Total Office & Admin	57,709.44	102,650.00	38,282.89	92,800.00
	Utilities				
5802	Gas & Electric	34,773.66	40,000.00	21,959.17	40,000.00
5803	Propane	16,366.84	25,000.00	3,898.75	25,000.00
	Total Utilities	51,140.50	65,000.00	25,857.92	65,000.00
	Materials & Supplies				
5806	Building Supplies	3,531.01	7,000.00	2,273.94	7,000.00
5810	Site Supplies	13,356.26	40,000.00	4,799.17	40,000.00
5824	Sand, Gravel & Stone	195,500.03	200,000.00	139,456.08	220,000.00
5826	Seed & Mulch	27,262.90	35,000.00	21,111.00	35,000.00
	Total Materials & Supplies	239,650.20	282,000.00	167,640.19	302,000.00
	Professional Fees				
5924	Legal	2,550.00	5,500.00	3,500.00	5,500.00
5926	Investment Banking Fees	14,974.87	17,353.00	12,711.00	21,300.00
5970	Consulting	180.00	3,500.00	2,245.00	15,000.00
	Total Professional Fees	17,704.87	26,353.00	18,456.00	41,800.00
	Repairs & Maintenance				
5804	Building Maintenance & Repair	22,771.36	20,000.00	5,478.49	20,000.00
	Total Repairs & Maintenance	22,771.36	20,000.00	5,478.49	20,000.00
	Automobile				
5603	Auto/Light Truck Rental/Lease	23,399.96	17,200.00	11,466.64	14,400.00
	Total Automobile	23,399.96	17,200.00	11,466.64	14,400.00
	Computer				
5124	Computer Equipment	8,116.28	9,900.00	7,958.27	18,700.00
5128	Programming & Software	5,039.84	6,155.00	5,239.06	7,500.00
	Total Computer	13,156.12	16,055.00	13,197.33	26,200.00

**Materials Management
BUDGET FYE 2022
APPENDIX A**

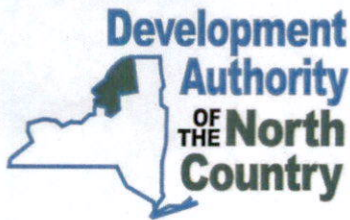
<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
6114 Insurance	171,307.63	169,600.00	113,066.64	170,700.00
619... Admin Allocation	784,408.75	840,523.00	549,990.92	993,394.00
619... Engineering Allocation	19,175.02	31,076.00	21,153.04	30,524.00
6208 NYS Administrative Assessment	50,941.00	52,101.00	0.00	51,147.00
890... Water Quality Allocation	23.03	0.00	0.00	0.00
7032 Depreciation	3,914,217.22	3,560,700.00	2,011,943.63	3,537,500.00
6202 Interest Expense	453,588.02	658,144.00	400,586.00	658,144.00
7170 Bond Issuance Costs	128,847.57	0.00	0.00	0.00
6901 Contingency	0.00	30,000.00	0.00	30,000.00
Total Expenses	11,859,036.68	13,997,945.00	6,997,573.80	13,583,913.00
Change in Net Position	<u>(518,176.14)</u>	<u>(2,438,093.00)</u>	<u>144,155.14</u>	<u>(2,817,691.00)</u>

**Materials Management
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
				(2,817,691.00)
				3,537,500.00
6016				744,157.00
-25...				(520,000.00)
				(307,226.00)
-40...				(679,879.00)
-40...				(64,278.00)
-40...				110,229.00
3151				(941,154.00)
				2,812.00

**APPENDIX B
MATERIALS MANAGEMENT FACILITY CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	O&M Building Door Replacement	R	\$ 40,000				
	O&M Building Roof Assessment & Replacement	R	\$ 180,000				
	Main Flare Siting and Sizing	R	\$ 7,500	\$ 350,000			
	LFG Wellfield Expansion Project	LGR	\$ 300,000			\$ 200,000	
	Equipment: Sewer Jet/Vacuum Truck	R	\$ 460,000				
	Waste Heat Recovery Report/Study	R	\$ 30,000				
	RTS Material Recovery Facility or Move	TBD					
	Equipment: Waste Dozer	R		\$ 550,000	\$ 600,000		
	O&M Building Parking Lot Paving	R		\$ 200,000			
	Equipment: Hydraulic Excavator	R		\$ 400,000		\$ 475,000	
	Equipment: Leachate Tank Trailer	R		\$ 90,000	\$ 95,000	\$ 100,000	\$ 105,000
	Equipment: Articulated Hauler	R			\$ 550,000		\$ 625,000
	Closure V Phase 1 & 2	C			\$ 500,000	\$ 5,000,000	
	Design and Construction for Cell 14	LR			\$ 500,000	\$ 7,500,000	
	Equipment: Landfill Compactor	R			\$ 650,000		
	On-site Leachate Treatment - Planning & Development	R			\$ 750,000		
	Equipment: Leachate Truck Tractor	R				\$ 170,000	\$ 180,000
	Closure VI (Phase 1: Design & Bidding, Phase 2: Construction)	C					\$ 600,000
TOTAL MMF			\$ 1,017,500	\$ 1,590,000	\$ 3,645,000	\$ 13,445,000	\$ 1,510,000



Board Resolution No. 2021-02-42
February 25, 2021

**APPROVING FISCAL YEAR 2021-2022
REGIONAL DEVELOPMENT BUDGET**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed Fiscal Year 2021-2022 Regional Development Budget, detailed by the attached Appendix A.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, that the Development Authority of the North Country that:

- 1. The Fiscal Year 2021-2022 Regional Development Budget and line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.**
- 2. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.**

Motion by: M. Murray

Seconded by: A. MacKinnon

Calligaris - **Yes**

Hefferon - **Yes**

Johnson - **Yes**

Mastascusa - **Yes**

Carter - **Yes**

Hollenbeck - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Doheny - **Present**

Hunt - **Present**

McGrath - **Present**

Turck - **Yes**

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-42 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.

Frederick J. Carter
Board Chairman

**Regional Development
BUDGET FYE 2022
APPENDIX A**

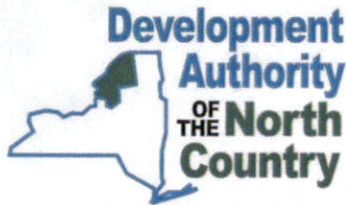
Account Description		FYE 3/31/2020 Actual	FYE 3/31/2021 Amended Budget	Actual 11/30/2020	FYE 3/31/2022 Budget
Customer Billings					
4001	Customer Billings	\$145,500.47	\$162,510.00	\$91,021.53	\$134,876.00
	Total Customer Billings	145,500.47	162,510.00	91,021.53	134,876.00
Grant Revenue					
4181	Federal Grant Income	214,514.58	90,000.00	9,578.94	114,211.00
4183	NY State Grants	2,164,333.97	1,239,000.00	493,001.15	963,581.00
4184	Other Grants	0.00	40,000.00	0.00	40,000.00
	Total Grant Revenue	2,378,848.55	1,369,000.00	502,580.09	1,117,792.00
4104	Loan Interest Income	635,971.21	612,000.00	271,487.21	488,000.00
Other Income					
4162	Processing Fees	39,950.00	25,000.00	9,500.00	10,000.00
4164	Miscellaneous	7,717.42	17,000.00	7,196.73	10,300.00
4185	Grant Recapture	16,350.00	0.00	0.00	0.00
4190	Recovery of Bad Debts	0.00	0.00	13,763.38	0.00
	Total Other Income	64,017.42	42,000.00	30,460.11	20,300.00
Interest Income					
4102	Investment Interest Income	291,044.17	240,080.00	106,880.51	114,243.00
420...	Mark to Market Adjustment	18,806.22	0.00	(14,625.23)	0.00
	Total Interest Income	309,850.39	240,080.00	92,255.28	114,243.00
	Total Income	3,534,188.04	2,425,590.00	987,804.22	1,875,211.00
Salaries					
500...	Administrative Wages	16,052.90	12,669.00	8,565.04	17,585.00
500...	Engineering Wages	24,258.44	25,094.00	5,752.69	22,453.00
500...	Regional Development Wages	312,180.79	332,753.00	195,761.98	347,175.00
500...	Overtime Wages	17.82	0.00	0.00	0.00
	Total Salaries	352,509.95	370,516.00	210,079.71	387,213.00
Fringe Benefits					
503...	FICA Expense	23,768.34	28,344.00	14,933.55	25,246.00
503...	Pension Expense	54,750.16	54,377.00	33,458.05	63,855.00
503...	Health Insurance	56,095.72	52,972.00	32,668.82	57,204.00
503...	Workers Comp	728.97	765.00	389.80	739.00
503...	Disability Insurance	302.17	321.00	258.64	1,255.00
504...	Post Retire Overhead	25,226.85	25,116.00	14,297.31	25,667.00
	Total Fringe Benefits	160,872.21	161,895.00	96,006.17	173,966.00
Operations & Maintenance					
6110	Marketing	5,000.00	5,000.00	0.00	5,000.00
8090	Purchases for Resale	500.00	7,000.00	2,420.00	7,000.00
	Total O & M	5,500.00	12,000.00	2,420.00	12,000.00
6006	Host Community Benefits	88,942.88	103,766.00	103,765.74	133,411.00
Office & Administrative					
5114	Cellular Services	0.00	0.00	680.00	800.00
5120	Dues & Subscriptions	125.00	625.00	500.00	625.00
5122	Public Info & Advertising	230.12	2,000.00	190.00	1,750.00
5172	Filing Fees	580.00	1,100.00	600.00	600.00
5202	Employee Mileage Reimbursement	443.00	1,750.00	395.06	2,000.00
5204	Empl. Meals & Incidental	350.02	1,625.00	0.00	1,625.00
5206	Empl. Lodging	2,280.06	3,300.00	0.00	3,300.00
5270	Travel & Meeting Expense	611.74	1,800.00	300.00	2,300.00
5370	Training & Development	1,749.00	1,800.00	0.00	5,300.00

**Regional Development
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
5570	Other General Expense	1,293.90	2,200.00	806.25	2,250.00
	Total Office & Admin	7,662.84	16,200.00	3,471.31	20,550.00
	Professional Fees				
5924	Legal	6,480.95	11,400.00	3,160.50	11,000.00
5926	Investment Banking Fees	7,795.79	8,320.00	5,608.80	8,206.00
5970	Consulting	117,020.40	149,850.00	15,984.41	159,500.00
	Total Professional Fees	131,297.14	169,570.00	24,753.71	178,706.00
	Computer				
6108	Web Page Design & Maintenance	0.00	750.00	0.00	750.00
	Total Computer	0.00	750.00	0.00	750.00
6122	Bad Debt Expense	499,921.46	0.00	(3,051.85)	0.00
6120	Grants	731,174.64	1,517,500.00	1,089,796.57	284,570.00
619...	Admin Allocation	152,342.64	159,176.00	103,983.27	164,317.00
619...	Engineering Allocation	5,306.24	4,260.00	1,529.92	3,763.00
6202	Interest Expense	2,277.79	3,500.00	0.00	0.00
	Total Expenses	<u>2,137,807.79</u>	<u>2,519,133.00</u>	<u>1,632,754.55</u>	<u>1,359,246.00</u>
	Change in Net Position	<u>1,396,380.25</u>	<u>(93,543.00)</u>	<u>(644,950.33)</u>	<u>515,965.00</u>

**Regional Development
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				515,965.00
- 25... LESS PRINCIPAL PAYMENTS				0.00
CASH FLOW				<u>515,965.00</u>



Board Resolution No. 2021-02-43
February 25, 2021

**APPROVING FISCAL YEAR 2021-2022 TELECOMMUNICATIONS DIVISION
OPERATING BUDGET, CAPITAL PROJECTS,
RESERVE DESIGNATIONS, AND TARIFF**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2021-2022 Telecommunications Division Budget based on anticipated circuit demand, said proposed Budget being attached to this resolution as Appendix A, and

Whereas, upon recommendation by staff, it is determined that certain capital projects are necessary as set forth on the capital projects schedule attached as Appendix B, and

Whereas, it is necessary to ratify tariff pricing and establish reserve requirements for the Fiscal Year 2021-2022 in support of said Budget.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

1. The Fiscal Year 2021-2022 Telecommunications Division Budget and the line items contained therein, as proposed and set forth in Appendix A, are hereby approved and adopted.
2. The Telecommunications Division capital projects for the Fiscal Year 2021-2022, as set forth in Appendix B, are hereby approved, and the Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2021-2022.
3. Based upon anticipated circuit volume, a tariff was filed with and accepted by the Public Services Commission (May 1, 2004) and will remain in effect for Fiscal Year 2021-2022.
4. Reserves previously authorized have been created and capitalized as of December 31, 2020 in the following amounts:

Operating	\$ 973,793
Repair and Upgrade	\$5,808,534

For Fiscal Year 2021-2022, reserves will be maintained on an on-going basis as follows:

Operating	16.7% of Revenue
Repair & Upgrade	18% of Equipment Replacement Cost
	20% of OSP Replacement Cost

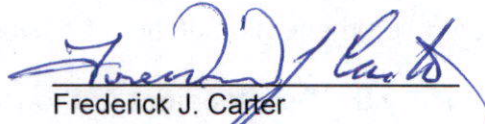
5. To enhance the Authority's ability to respond promptly to changing conditions in the competitive telecommunications market, the authority to create and manage reserves, establish agreements and negotiate contracts is hereby delegated to the Executive Director who shall report such actions to the Board of Directors on a timely basis.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-43 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

**Telecommunications
BUDGET FYE 2022
APPENDIX A**

	FYE 3/31/2020	FYE 3/31/2021	Actual 11/30/2020	FYE 3/31/2022 Budget
<u>Account Description</u>	<u>Actual</u>	<u>Amended Budget</u>		
Customer Billings				
4001 Customer Billings	\$5,903,569.24	\$5,720,074.00	\$3,911,245.23	\$5,664,117.00
4004 Dark Fiber Billings	541,561.92	440,016.00	319,880.67	591,569.00
Total Customer Billings	6,445,131.16	6,160,090.00	4,231,125.90	6,255,686.00
Grant Revenue				
4181 Federal Grant Income	0.00	0.00	0.00	200,000.00
Total Grant Revenue	0.00	0.00	0.00	200,000.00
Other Income				
4164 Miscellaneous	58,051.63	47,050.00	13,450.76	47,050.00
Total Other Income	58,051.63	47,050.00	13,450.76	47,050.00
Interest Income				
4102 Investment Interest Income	38,672.95	38,890.00	16,058.57	9,773.00
4108 Reserve Interest	232,789.01	211,633.00	67,259.08	84,786.00
420... Mark to Market Adjustment	119,234.09	0.00	(11,591.25)	0.00
Total Interest Income	390,696.05	250,523.00	71,726.40	94,559.00
Total Income	6,893,878.84	6,457,663.00	4,316,303.06	6,597,295.00
Salaries				
500... Engineering Wages	26,749.74	28,419.00	21,464.78	28,644.00
500... Technology Wages	1,151,172.70	1,206,515.00	805,887.50	1,269,135.00
500... Overtime Wages	2,376.15	2,500.00	1,002.38	2,500.00
Total Salaries	1,180,298.59	1,237,434.00	828,354.66	1,300,279.00
Fringe Benefits				
503... FICA Expense	86,810.21	94,474.00	63,511.77	92,438.00
503... Pension Expense	160,747.56	179,435.00	114,135.53	172,232.00
503... Health Insurance	90,959.35	85,255.00	60,231.98	92,741.00
503... Workers Comp	2,272.74	2,328.00	1,540.33	2,437.00
503... Disability Insurance	396.43	400.00	266.64	2,204.00
504... Post Retire Overhead	72,420.33	69,055.00	50,499.81	69,552.00
5054 Employee Physicals & Screening	271.25	500.00	0.00	500.00
Total Fringe Benefits	413,877.87	431,447.00	290,186.06	432,104.00
Operations & Maintenance				
5062 Third Party Temporary - O&M	0.00	500.00	0.00	1,000.00
5133 Equipment Maintenance Contracts	308,874.87	325,144.00	227,424.31	340,194.00
5134 Maintenance Contracts	125,677.67	167,705.00	69,897.28	155,800.00
5135 Underground Locating	44,162.73	67,000.00	29,837.16	70,000.00
5403 Safety Equipment & Supplies	310.27	900.00	0.00	900.00
5704 O&M Supplies	4,612.32	4,500.00	1,603.52	4,500.00
5712 Purchased Maintenance & Repair	20,159.64	53,500.00	24,636.26	55,000.00
5720 Offnet Circuit Lease	566,865.33	630,812.00	390,001.53	677,772.00
5770 Other Tool, Equip & O&M	8,208.20	6,000.00	5,213.89	6,000.00
5830 Collo Expense	151,986.62	183,348.00	112,417.68	171,720.00
5834 Permitting	269.00	9,400.00	119.00	6,000.00
5835 NYS DOT Fee	0.00	5,500.00	0.00	10,000.00
5836 Pole Attachment Fees	261,486.12	319,979.00	174,452.79	310,643.00
5838 Conduit Lease	16,069.78	24,696.00	10,632.42	22,195.00
Total O & M	1,508,682.55	1,798,984.00	1,046,235.84	1,831,724.00
Office & Administrative				
5053 Misc Employee Costs	1,458.36	2,400.00	938.91	2,400.00
5102 Office Rent	46,725.20	44,279.00	35,258.99	44,279.00
5104 Office Supplies	2,199.31	2,200.00	1,036.53	2,200.00

**Telecommunications
BUDGET FYE 2022
APPENDIX A**

	Account Description	FYE	FYE	Actual	FYE
		3/31/2020	3/31/2021	11/30/2020	3/31/2022
		Actual	Amended Budget		Budget
5110	Postage & Shipping	234.38	1,000.00	238.21	1,000.00
5112	Telephone	11,602.42	12,420.00	7,632.03	11,500.00
5114	Cellular Services	5,793.42	5,600.00	3,011.86	5,600.00
5118	Other Communications	1,373.40	1,600.00	955.60	1,600.00
5120	Dues & Subscriptions	0.00	500.00	60.00	500.00
5122	Public Info & Advertising	0.00	2,000.00	0.00	2,000.00
5123	Promotional Materials	250.00	1,000.00	14.24	5,000.00
5130	Office Equipment	3,317.33	1,000.00	999.13	3,000.00
5170	Other Office Expenses	3,925.32	6,000.00	5,450.04	6,000.00
5172	Filing Fees	2,476.93	16,600.00	1,524.14	24,000.00
5202	Employee Mileage Reimbursement	1,107.06	1,962.00	128.80	2,016.00
5204	Empl. Meals & Incidental	5,309.98	4,500.00	601.62	8,500.00
5206	Empl. Lodging	10,358.34	5,000.00	1,771.64	15,000.00
5270	Travel & Meeting Expense	327.48	500.00	0.00	500.00
5370	Training & Development	7,978.86	800.00	0.00	9,300.00
5402	Employee Uniforms	912.00	1,225.00	0.00	1,225.00
5570	Other General Expense	0.00	1,000.00	599.10	1,000.00
	Total Office & Admin	105,349.79	111,586.00	60,220.84	146,620.00
	Utilities				
5802	Gas & Electric	3,411.23	5,000.00	2,299.67	5,000.00
	Total Utilities	3,411.23	5,000.00	2,299.67	5,000.00
	Professional Fees				
5924	Legal	19,215.00	109,000.00	86,634.75	45,000.00
5926	Investment Banking Fees	5,050.73	5,791.00	3,528.33	5,734.00
5970	Consulting	6,400.00	113,000.00	48,545.00	25,000.00
	Total Professional Fees	30,665.73	227,791.00	138,708.08	75,734.00
	Automobile				
5601	Auto/Light Truck Rep. & Maint.	12,328.02	12,000.00	3,599.56	12,000.00
5602	Auto/Light Truck Fuel	21,716.88	17,000.00	5,906.76	22,000.00
5603	Auto/Light Truck Rental/Lease	43,300.06	59,700.00	39,800.00	58,000.00
5605	Vehicle Ins	10,544.55	12,900.00	8,600.00	12,100.00
	Total Automobile	87,889.51	101,600.00	57,906.32	104,100.00
	Computer				
5124	Computer Equipment	4,611.95	11,100.00	9,773.32	9,500.00
5128	Programming & Software	11,546.71	17,505.00	14,036.93	18,750.00
	Total Computer	16,158.66	28,605.00	23,810.25	28,250.00
6122	Bad Debt Expense	130,302.40	0.00	34,288.63	0.00
6114	Insurance	122,004.98	122,900.00	81,933.36	130,200.00
619...	Admin Allocation	572,416.46	616,227.00	403,165.88	617,820.00
619...	Engineering Allocation	13,644.31	11,662.00	9,334.38	11,730.00
6208	NYS Administrative Assessment	33,942.00	34,715.00	0.00	34,901.00
7032	Depreciation	3,474,403.72	3,647,400.00	2,383,212.21	3,732,600.00
6901	Contingency	0.00	580.00	0.00	25,000.00
	Total Expenses	7,693,047.80	8,375,931.00	5,359,656.18	8,476,062.00
	Change in Net Position	(799,168.96)	(1,918,268.00)	(1,043,353.12)	(1,878,767.00)

**Telecommunications
BUDGET FYE 2022
APPENDIX A**

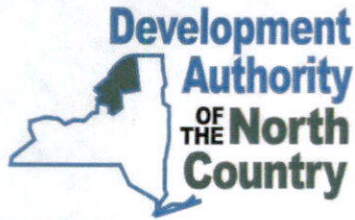
<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(1,878,767.00)
PLUS DEPRECIATION & AMORTIZATION				3,732,600.00
RESERVE/CAPITAL REQUIREMENTS				
- 3143 TELECO REPAIR/UPGRADE RESERVE				0.00
- 14?? TELECOM CAPITAL PROJECTS				<u>(1,520,000.00)</u>
TOTAL RESERVE/CAPITAL REQUIRED				<u>(1,520,000.00)</u>
CASH FLOW				<u><u>333,833.00</u></u>

**APPENDIX B
TELECOMMUNICATIONS CAPITAL PROJECTS**

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	DWDM Upgrade (Dense Wave Division Multiplexing)	R	\$ 120,000	\$ 100,000	\$ -	\$ 200,000	\$ 100,000
	Customer Network Construction	R	\$ 550,000	\$ 600,000	\$ 650,000	\$ 700,000	\$ 700,000
	Ethernet Enhancements	R	\$ 100,000	\$ 350,000	\$ 300,000	\$ 250,000	\$ 250,000
	Wireless Tower Service	R	\$ 350,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
	Emergency Restoration	R	\$ 150,000	\$ 157,500	\$ 165,375	\$ 173,644	\$ 182,326
	Central Office Enhancements	R	\$ 120,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
	DOT Road Projects	R	\$ 50,000	\$ 80,000	\$ 80,000	\$ 75,000	\$ 75,000
	Fiber Augments	R	\$ 80,000	\$ 85,000	\$ 100,000	\$ 100,000	\$ 100,000
TOTAL TELECOMMUNICATIONS			\$ 1,520,000	\$ 1,697,500	\$ 1,620,375	\$ 1,823,644	\$ 1,732,326

Fund Description

R Replacement Reserve



Board Resolution No. 2021-02-44
February 25, 2021

**APPROVING FISCAL YEAR 2021-2022 WATER QUALITY MANAGEMENT
DIVISION OPERATING BUDGET, CAPITAL PROJECTS
AND USER CHARGES**

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed the proposed Fiscal Year 2021-2022 Water Quality Management Budgets, attached to this Resolution as Appendices A(1) – A(4), and

Whereas, upon recommendation by staff and consulting engineers, it is determined that certain capital projects are necessary to be undertaken for the continued efficient operation of the Facilities, as set forth on the Capital Projects Schedule attached to this Resolution as Appendix B, and

Whereas, it is necessary to establish outside user charges for use of Water Quality Management for the Fiscal Year 2021-2022 as proposed in the User Charges Schedule set forth in Appendix C, and

Whereas, it is necessary to maintain required reserves for the Army Waterline and Sewerline, and Regional Waterline projects.

Now, upon recommendation of the Finance & Budget Committee, therefore be it

RESOLVED, by the Development Authority of the North Country that:

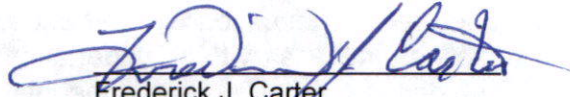
1. The Fiscal Year 2021-2022 Water Quality Management Budgets and line items contained therein, as proposed and set forth in Appendices A(1)-A(4), are hereby approved and adopted.
2. The Water Quality Management's capital projects for the Fiscal Year 2021-2022, as proposed and set forth in Appendix B are hereby approved. The Executive Director is hereby authorized and directed to undertake and pay for such projects, including contracting therefore on such terms and conditions as he shall determine. Further, capital funds that were previously approved but not fully expended are carried forward for use in Fiscal Year 2021-2022.
3. The user charges for Water Quality Management for Fiscal Year 2021-2022, as proposed and set forth in Appendix C, are hereby approved and adopted.
4. The Executive Director is authorized and directed to manage reserves for the Army Waterline and Sewerline, and Regional Waterline projects consistent with contractual requirements. To enhance the Authority's ability to respond promptly to customer requirements, the authority to negotiate contracts is hereby delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-44 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

**Army Sewer
BUDGET FYE 2022
APPENDIX A-1**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Customer Billings					
4001	Customer Billings	\$2,174,515.06	\$2,365,363.00	\$1,434,698.63	\$2,779,184.00
	Total Customer Billings	2,174,515.06	2,365,363.00	1,434,698.63	2,779,184.00
Other Income					
4164	Miscellaneous	12,501.00	12,501.00	8,334.00	7,129.00
	Total Other Income	12,501.00	12,501.00	8,334.00	7,129.00
Interest Income					
4108	Reserve Interest	37,899.40	38,400.00	15,391.02	27,800.00
420...	Mark to Market Adjustment	32,527.58	0.00	8,775.96	0.00
	Total Interest Income	70,426.98	38,400.00	24,166.98	27,800.00
	Total Income	2,257,443.04	2,416,264.00	1,467,199.61	2,814,113.00
Salaries					
500...	Engineering Wages	17,899.39	37,764.00	32,140.21	39,529.00
500...	WQ Wages	299,589.94	343,288.00	192,230.16	369,119.00
500...	Overtime Wages	27,395.49	25,618.00	18,797.24	26,392.00
5005	On-Call Stipend	3,060.00	3,840.00	2,160.00	3,840.00
	Total Salaries	347,944.82	410,510.00	245,327.61	438,880.00
Fringe Benefits					
503...	FICA Expense	24,608.34	31,403.00	18,356.76	28,846.00
503...	Pension Expense	46,929.24	54,524.00	32,750.09	65,048.00
503...	Health Insurance	55,983.63	58,334.00	36,175.71	63,471.00
503...	Workers Comp	27,596.80	26,785.00	17,794.35	25,264.00
503...	Disability Insurance	194.06	204.00	136.00	1,249.00
504...	Post Retire Overhead	32,000.94	35,577.00	22,505.85	36,292.00
5054	Employee Physicals & Screening	1,993.75	3,000.00	585.00	2,750.00
	Total Fringe Benefits	189,306.76	209,827.00	128,303.76	222,920.00
Operations & Maintenance					
5062	Third Party Temporary - O&M	0.00	7,500.00	0.00	0.00
5403	Safety Equipment & Supplies	13,139.19	15,000.00	3,183.01	7,500.00
5706	Shop Tools	11,403.46	12,000.00	3,366.92	10,000.00
5815	Chemicals	44,420.68	75,000.00	37,427.82	60,000.00
5902	Lab Fees	0.00	500.00	0.00	0.00
	Total O & M	68,963.33	110,000.00	43,977.75	77,500.00
6002	Sewage Treatment	937,678.09	1,016,076.00	542,181.98	1,234,029.00
6004	Water Purchases	2,872.00	3,200.00	2,154.00	3,200.00
Office & Administrative					
5053	Misc Employee Costs	0.00	100.00	59.39	100.00
5104	Office Supplies	5,068.84	5,500.00	2,847.02	5,500.00
5110	Postage & Shipping	340.00	1,500.00	190.40	1,000.00
5112	Telephone	9,011.73	10,000.00	5,047.53	10,000.00
5114	Cellular Services	12,107.98	14,600.00	6,627.98	13,900.00
5120	Dues & Subscriptions	1,332.20	2,000.00	781.00	1,500.00
5122	Public Info & Advertising	1,087.54	1,500.00	584.25	1,500.00
5130	Office Equipment	0.00	1,000.00	259.99	1,000.00
5202	Employee Mileage Reimbursement	0.00	1,000.00	0.00	500.00
5204	Empl. Meals & Incidental	655.25	3,000.00	0.00	2,500.00
5206	Empl. Lodging	2,513.60	5,000.00	0.00	5,000.00
5370	Training & Development	5,074.77	10,000.00	2,260.40	8,000.00
5402	Employee Uniforms	6,456.60	9,000.00	1,264.82	7,500.00
5508	Cleaning Services	11,055.00	12,000.00	8,760.00	12,000.00
	Total Office & Admin	54,703.51	76,200.00	28,682.78	70,000.00

**Army Sewer
BUDGET FYE 2022
APPENDIX A-1**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Utilities				
5802 Gas & Electric	49,999.00	59,750.00	20,736.76	54,980.00
Total Utilities	49,999.00	59,750.00	20,736.76	54,980.00
Professional Fees				
5924 Legal	0.00	3,000.00	1,487.50	3,000.00
5926 Investment Banking Fees	1,063.72	1,179.00	818.32	1,197.00
Total Professional Fees	1,063.72	4,179.00	2,305.82	4,197.00
Repairs & Maintenance				
5804 Building Maintenance & Repair	18,527.12	15,000.00	6,270.66	15,000.00
5808 Site Maint & Repair	22,418.64	25,000.00	11,640.16	25,000.00
5812 Pipeline Maintenance	35,939.75	45,000.00	31,163.19	45,000.00
Total Repairs & Maintenance	76,885.51	85,000.00	49,074.01	85,000.00
Automobile				
5601 Auto/Light Truck Rep. & Maint.	9,948.19	19,000.00	7,530.52	19,000.00
5602 Auto/Light Truck Fuel	44,393.19	58,020.00	22,663.65	50,000.00
5603 Auto/Light Truck Rental/Lease	116,999.86	127,400.00	84,933.36	132,200.00
5605 Vehicle Ins	19,607.48	35,300.00	23,533.36	27,900.00
Total Automobile	190,948.72	239,720.00	138,660.89	229,100.00
Computer				
5124 Computer Equipment	11,720.46	6,000.00	5,873.71	12,500.00
5128 Programming & Software	29,455.00	7,602.00	5,101.93	7,602.00
Total Computer	41,175.46	13,602.00	10,975.64	20,102.00
6114 Insurance	31,874.62	34,700.00	23,133.36	34,100.00
619... Admin Allocation	232,206.12	289,618.00	189,524.84	281,576.00
619... Engineering Allocation	7,768.75	10,720.00	8,558.38	10,490.00
6208 NYS Administrative Assessment	13,434.00	13,740.00	0.00	13,401.00
890... Water Quality Allocation	(173,854.32)	(210,579.00)	(116,621.52)	(205,362.00)
7032 Depreciation	270,790.21	275,200.00	200,301.51	303,500.00
Total Expenses	2,343,760.30	2,641,463.00	1,517,277.57	2,877,613.00
Change in Net Position	(86,317.26)	(225,199.00)	(50,077.96)	(63,500.00)

**Army Sewer
BUDGET FYE 2022
APPENDIX A-1**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				(63,500.00)
PLUS DEPRECIATION & AMORTIZATION				303,500.00
RESERVE/CAPITAL REQUIREMENTS				
- 14?? ASL CAPITAL PROJECTS				(240,000.00)
TOTAL RESERVE/CAPITAL REQUIRED				<u>(240,000.00)</u>
CASH FLOW				<u><u>0.00</u></u>

**Army Water Line
BUDGET FYE 2022
APPENDIX A-2**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Customer Billings					
4001	Customer Billings	\$1,759,065.56	\$2,022,314.00	\$1,397,316.17	\$2,015,330.00
	Total Customer Billings	1,759,065.56	2,022,314.00	1,397,316.17	2,015,330.00
Grant Revenue					
4181	Federal Grant Income	0.00	0.00	0.00	900,000.00
	Total Grant Revenue	0.00	0.00	0.00	900,000.00
Interest Income					
4108	Reserve Interest	20,672.44	20,900.00	8,395.10	15,100.00
420...	Mark to Market Adjustment	17,742.32	0.00	4,786.89	0.00
	Total Interest Income	38,414.76	20,900.00	13,181.99	15,100.00
	Total Income	1,797,480.32	2,043,214.00	1,410,498.16	2,930,430.00
Salaries					
500...	Engineering Wages	17,525.04	36,898.00	31,547.81	38,266.00
500...	MMF Wages	0.00	0.00	154.73	0.00
500...	WQ Wages	255,312.06	295,190.00	182,071.66	330,353.00
500...	Overtime Wages	8,446.01	11,282.00	5,700.49	11,632.00
5005	On-Call Stipend	3,060.00	3,840.00	2,160.00	3,840.00
	Total Salaries	284,343.11	347,210.00	221,634.69	384,091.00
Fringe Benefits					
503...	FICA Expense	20,065.38	26,562.00	16,525.73	25,254.00
503...	Pension Expense	38,228.33	46,070.00	30,501.48	56,937.00
503...	Health Insurance	44,455.44	49,390.00	35,764.55	55,640.00
503...	Workers Comp	12,605.42	22,316.00	9,540.61	21,763.00
503...	Disability Insurance	159.90	174.00	116.00	1,088.00
504...	Post Retire Overhead	25,086.72	30,029.00	19,689.27	31,630.00
5054	Employee Physicals & Screening	1,892.50	2,500.00	332.50	2,250.00
	Total Fringe Benefits	142,493.69	177,041.00	112,470.14	194,562.00
Operations & Maintenance					
5706	Shop Tools	0.00	2,100.00	0.00	5,000.00
5902	Lab Fees	3,598.00	5,000.00	3,210.00	5,000.00
	Total O & M	3,598.00	7,100.00	3,210.00	10,000.00
6004	Water Purchases	486,929.77	686,300.00	343,904.03	664,255.00
Office & Administrative					
5122	Public Info & Advertising	0.00	1,000.00	0.00	981.00
5202	Employee Mileage Reimbursement	0.00	100.00	0.00	100.00
	Total Office & Admin	0.00	1,100.00	0.00	1,081.00
Utilities					
5802	Gas & Electric	14,131.25	19,550.00	7,031.66	21,250.00
	Total Utilities	14,131.25	19,550.00	7,031.66	21,250.00
Professional Fees					
5924	Legal	0.00	1,500.00	0.00	1,500.00
5926	Investment Banking Fees	572.78	757.00	440.63	766.00
	Total Professional Fees	572.78	2,257.00	440.63	2,266.00
Repairs & Maintenance					
5804	Building Maintenance & Repair	2,037.54	4,000.00	3,230.40	4,000.00
5808	Site Maint & Repair	3,355.00	11,600.00	10,641.00	7,000.00
5812	Pipeline Maintenance	15,632.91	20,000.00	18,716.16	20,000.00
	Total Repairs & Maintenance	21,025.45	35,600.00	32,587.56	31,000.00

**Army Water Line
BUDGET FYE 2022
APPENDIX A-2**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Computer				
5128 Programming & Software	19,980.00	0.00	0.00	0.00
Total Computer	19,980.00	0.00	0.00	0.00
6114 Insurance	25,236.34	27,500.00	18,333.36	29,200.00
619... Admin Allocation	135,879.88	152,867.00	100,011.24	165,070.00
619... Engineering Allocation	7,479.08	10,197.00	8,260.18	9,964.00
6208 NYS Administrative Assessment	10,609.00	10,851.00	0.00	11,458.00
890... Water Quality Allocation	62,727.10	94,469.00	48,024.11	85,061.00
7032 Depreciation	157,623.60	266,100.00	206,879.17	354,600.00
Total Expenses	1,372,629.05	1,838,142.00	1,102,786.77	1,963,858.00
Change in Net Position	424,851.27	205,072.00	307,711.39	966,572.00

**Army Water Line
BUDGET FYE 2022
APPENDIX A-2**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
				966,572.00
				354,600.00
- 25...				(371,172.00)
				(950,000.00)
- 14??				(950,000.00)
				<u>0.00</u>

**Regional Water Line
BUDGET FYE 2022
APPENDIX A-3**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Customer Billings					
4001	Customer Billings	\$88,223.52	\$76,441.00	\$57,082.05	\$85,065.00
4005	Capital Billings	277,287.52	274,264.00	182,842.60	278,587.00
	Total Customer Billings	365,511.04	350,705.00	239,924.65	363,652.00
Interest Income					
4102	Investment Interest Income	8,773.53	8,600.00	5,747.19	2,000.00
	Total Interest Income	8,773.53	8,600.00	5,747.19	2,000.00
	Total Income	374,284.57	359,305.00	245,671.84	365,652.00
Salaries					
500...	Engineering Wages	4,054.81	8,690.00	4,946.42	8,892.00
500...	WQ Wages	19,575.50	21,018.00	12,977.37	21,625.00
500...	Overtime Wages	1,046.21	1,583.00	605.04	1,626.00
5005	On-Call Stipend	1,530.00	1,920.00	1,080.00	1,920.00
	Total Salaries	26,206.52	33,211.00	19,608.83	34,063.00
Fringe Benefits					
503...	FICA Expense	1,876.87	2,541.00	1,427.91	2,214.00
503...	Pension Expense	3,545.28	4,370.00	2,722.98	5,078.00
503...	Health Insurance	5,149.08	4,552.00	2,861.82	5,122.00
503...	Workers Comp	1,168.33	1,776.00	962.02	1,667.00
503...	Disability Insurance	15.75	17.00	11.36	98.00
504...	Post Retire Overhead	2,378.79	2,819.00	1,833.75	2,828.00
	Total Fringe Benefits	14,134.10	16,075.00	9,819.84	17,007.00
Operations & Maintenance					
5706	Shop Tools	0.00	500.00	0.00	500.00
5815	Chemicals	1,109.70	2,000.00	1,068.00	2,000.00
5902	Lab Fees	3,273.00	3,600.00	1,755.00	3,600.00
6010	Cape Vincent Reserve	700.00	700.00	700.00	700.00
	Total O & M	5,082.70	6,800.00	3,523.00	6,800.00
6004	Water Purchases	79,091.00	76,441.00	58,548.15	85,065.00
Office & Administrative					
5122	Public Info & Advertising	0.00	250.00	0.00	250.00
5202	Employee Mileage Reimbursement	0.00	100.00	0.00	0.00
	Total Office & Admin	0.00	350.00	0.00	250.00
Utilities					
5802	Gas & Electric	18,716.06	25,000.00	13,126.35	22,995.00
	Total Utilities	18,716.06	25,000.00	13,126.35	22,995.00
Professional Fees					
5924	Legal	0.00	500.00	0.00	500.00
	Total Professional Fees	0.00	500.00	0.00	500.00
Repairs & Maintenance					
5804	Building Maintenance & Repair	8,889.15	9,000.00	2,206.35	9,000.00
5808	Site Maint & Repair	2,642.79	3,500.00	1,605.52	3,500.00
5812	Pipeline Maintenance	18,399.51	20,000.00	7,886.22	20,000.00
	Total Repairs & Maintenance	29,931.45	32,500.00	11,698.09	32,500.00
6114	Insurance	4,938.84	5,400.00	3,600.00	5,000.00
619...	Admin Allocation	17,193.15	17,717.00	11,632.51	17,426.00
619...	Engineering Allocation	3,597.60	2,747.00	1,409.47	2,531.00

**Regional Water Line
BUDGET FYE 2022
APPENDIX A-3**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
6208 NYS Administrative Assessment	2,102.00	2,149.00	0.00	1,987.00
890... Water Quality Allocation	5,503.59	7,517.00	4,045.39	6,665.00
7032 Depreciation	141,719.51	142,400.00	90,541.64	143,600.00
7002 Amortization	24,366.75	24,400.00	16,244.52	24,400.00
6202 Interest Expense	61,902.02	59,403.00	9,262.59	56,806.00
Total Expenses	<u>434,485.29</u>	<u>452,610.00</u>	<u>253,060.38</u>	<u>457,595.00</u>
Change in Net Position	<u>(60,200.72)</u>	<u>(93,305.00)</u>	<u>(7,388.54)</u>	<u>(91,943.00)</u>

**Regional Water Line
BUDGET FYE 2022
APPENDIX A-3**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
				(91,943.00)
				168,000.00
- 25...				(76,057.00)
				130,000.00
3151 RWL CAPITAL RESERVE				(130,000.00)
- 14?? RWL CAPITAL PROJECTS				<u>0.00</u>
				<u>0.00</u>
				<u>0.00</u>

**Water Sewer Contracts
BUDGET FYE 2022
APPENDIX A-4**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
Customer Billings					
4001	Customer Billings	\$782,810.17	\$879,320.00	\$591,619.11	\$896,185.00
	Total Customer Billings	782,810.17	879,320.00	591,619.11	896,185.00
Total Income					
		<u>782,810.17</u>	<u>879,320.00</u>	<u>591,619.11</u>	<u>896,185.00</u>
Salaries					
500...	Engineering Wages	10,043.81	19,025.00	14,534.32	18,377.00
500...	WQ Wages	307,525.99	310,157.00	212,784.17	319,463.00
500...	Overtime Wages	76,811.96	84,785.00	58,028.48	86,662.00
5005	On-Call Stipend	7,650.00	8,400.00	5,400.00	8,400.00
	Total Salaries	402,031.76	422,367.00	290,746.97	432,902.00
Fringe Benefits					
503...	FICA Expense	28,729.49	32,265.00	21,425.50	28,265.00
503...	Pension Expense	54,924.19	54,266.00	39,819.48	64,231.00
503...	Health Insurance	54,196.30	63,330.00	35,712.05	62,833.00
503...	Workers Comp	27,194.54	29,726.00	19,596.24	27,084.00
503...	Disability Insurance	184.83	209.00	122.64	1,277.00
504...	Post Retire Overhead	34,535.25	38,663.00	24,450.75	37,110.00
	Total Fringe Benefits	199,764.60	218,459.00	141,126.66	220,800.00
Operations & Maintenance					
5704	O&M Supplies	0.00	500.00	0.00	500.00
5770	Other Tool, Equip & O&M	0.00	500.00	0.00	500.00
8090	Purchases for Resale	27,474.16	50,000.00	31,098.07	50,000.00
	Total O & M	27,474.16	51,000.00	31,098.07	51,000.00
Office & Administrative					
5053	Misc Employee Costs	10.75	0.00	0.00	0.00
5202	Employee Mileage Reimbursement	0.00	500.00	0.00	500.00
5270	Travel & Meeting Expense	73.00	300.00	0.00	300.00
	Total Office & Admin	83.75	800.00	0.00	800.00
6114	Insurance	16,102.09	17,300.00	11,533.36	18,300.00
619...	Admin Allocation	37,499.24	36,558.00	23,974.33	36,745.00
619...	Engineering Allocation	10,221.98	12,294.00	6,719.05	10,551.00
6208	NYS Administrative Assessment	4,437.00	4,537.00	0.00	4,982.00
890...	Water Quality Allocation	104,416.60	108,593.00	64,552.02	113,636.00
	Total Expenses	802,031.18	871,908.00	569,750.46	889,716.00
	Change in Net Position	<u>(19,221.01)</u>	<u>7,412.00</u>	<u>21,868.65</u>	<u>6,469.00</u>

**Water Sewer Contracts
BUDGET FYE 2022
APPENDIX A-4**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
STATEMENT OF CASH FLOW FROM OPERATIONS				
(This presentation of Cash Flow does not take into account changes in accruals)				
CHANGE IN NET ASSETS				6,469.00
CASH FLOW				<u>6,469.00</u>

APPENDIX B
WATER QUALITY MANAGEMENT CAPITAL PROJECTS

ARMY SEWER LINE

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	WPS HVAC Evaluation/Design & Improv.	REV	\$ 190,000	\$ -	\$ -	\$ -	\$ -
	WPS WWTP Prelim Eng Report	REV	\$ 50,000	\$ -	\$ -	\$ -	\$ -
	WPS Gen. Maint. For Upgrade & Rehab.	TBD	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -
	WPS ASL Contract 6 Expansion	TBD	\$ -	\$ -	\$ -	\$ -	\$ 7,850,000
TOTAL ARMY SEWER LINE			\$ 240,000	\$ -	\$ -	\$ 2,000,000	\$ 7,850,000

ARMY WATER LINE

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
	AWL Alternative Water Source	REV	\$ 50,000	\$ -	\$ -	\$ -	\$ -
	AWL BPS1/2 SCADA Upgrade	REV	\$ -	\$ -	\$ 40,000	\$ -	\$ -
TOTAL ARMY WATER LINE			\$ 50,000	\$ -	\$ 40,000	\$ -	\$ -

REGIONAL WATER LINE

Project Number	Project Description	Fund	Budget FYE 2022	Budget FYE 2023	Budget FYE 2024	Budget FYE 2025	Budget FYE 2026
43111	RWL Mainline Valve Bolt Replacement- Carryover \$5,000	CR*	\$ 5,000	\$ -	\$ -	\$ -	\$ -
43109	RWL TOCV Pump Station Generator Replacement- Carryover \$25,000	CR*	\$ 25,000				
	RWL Connection to Village of Dexter	CR	\$ 100,000				
	RWL Water Tower	TBD	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
	RWL Limerick Booster Pump Station Genset Replacement	TBD	\$ -	\$ -	\$ -	\$ -	\$ 200,000
TOTAL REGIONAL WATER LINE			\$ 130,000	\$ -	\$ -	\$ -	\$ 2,700,000

Fund Description(s)

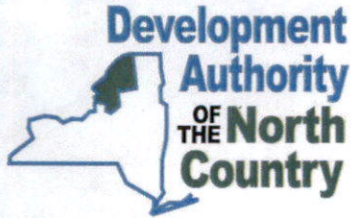
- REV Revenue
- O Operating Investments
- CR Capital Reserve
- TBD To Be Determined

APPENDIX C
Development Authority of the North Country
Army Sewer Line/Army Water Line/Regional Water Line
2021-2022 User Charges Schedule

	2020-2021	2021-2022	Change
<u>Army Sewer</u>	4.41	5.14	0.73
<u>Army Water</u>	6.63	6.58	-0.05
<u>Sewer Connection Rates:</u>			
Town of LeRay - Sanford Corners	3.14	3.31	0.17
Town of Pamela SD9	3.18	3.35	0.17
Town of LeRay - North Entry	3.14	3.31	0.17
Town of Leray SD 4	3.55	3.72	0.17
Town of Pamela SD3	3.25	3.31	0.06
Route 3 Sewer	3.39	3.34	-0.05
Route 12	3.16	3.33	0.17
<u>Water Connection Rates:</u>			
Pamelia District #2, LeRay District #1	2.92	2.91	-0.01
Pamelia District #1	2.98	2.97	-0.01
Pamelia District #4 & #5	3.04	3.04	0.00
LeRay District #2	3.25	3.25	0.00
Champion	3.68	3.73	0.05

Regional Water Line (COST COMPARISON FY21 / FY22)

Municipality	FY 2021	FY2021	FY 2022	FY2022
	Quarterly Fixed Cost	Variable Cost / KGAL	Quarterly Fixed Cost	Variable Cost / KGAL
T/Cape Vincent (WD 2,3)	\$ 1,490.57	\$ 1.63	\$ 1,514.06	\$ 1.70
Lyme (incl Bus Garage)	\$ 12,669.80	\$ 1.63	\$ 12,869.49	\$ 1.70
Chaumont	\$ 11,924.52	\$ 1.63	\$ 12,112.47	\$ 1.70
Dexter	\$ 9,688.67	\$ 1.63	\$ 9,841.38	\$ 1.70
T/Brownville (incl GBHS)	\$ 12,669.80	\$ 1.63	\$ 12,869.49	\$ 1.70
V/Brownville	\$ 20,122.63	\$ 1.63	\$ 20,439.79	\$ 1.70



Board Resolution No. 2021-02-45
February 25, 2021

APPROVING FISCAL YEAR 2021-2022
NORTH COUNTRY ECONOMIC DEVELOPMENT FUND BUDGET

Whereas, the Development Authority of the North Country has caused to be prepared and has reviewed Fiscal Year 2021-2022 North Country Economic Development Fund Budget, detailed by the attached Appendix A.

Whereas, **Resolution No. 2014-08-12** authorizes the execution of Program Agreement to establish the North Country Economic Development Fund with \$10 million that the New York Power Authority (NYPA) received from Alcoa, and

Whereas, pursuant to **Resolution No. 2014-08-14**, the Authority Board authorized the creation of a new Authority Division in order to budget and account for North Country Economic Development Funds accordingly, and

Whereas, the North Country Economic Development Fund Board ratified the budget at its meeting on February 8, 2021, and


RESOLVED, that the Development Authority of the North Country approves and adopts the Fiscal Year 2021-2022 North Country Economic Development Fund Budget and line items contained therein, as proposed and set forth in Appendix A.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-45 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

**North Country EDF
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>		<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
4104	Loan Interest Income	\$0.00	\$85,000.00	\$44,899.93	\$76,000.00
	Other Income				
4164	Miscellaneous	0.00	500.00	0.00	250.00
	Total Other Income	0.00	500.00	0.00	250.00
	Interest Income				
4102	Investment Interest Income	0.00	142,200.00	62,365.80	83,800.00
420...	Mark to Market Adjustment	0.00	0.00	(990.66)	0.00
	Total Interest Income	0.00	142,200.00	61,375.14	83,800.00
	Total Income	0.00	227,700.00	106,275.07	160,050.00
	Professional Fees				
5924	Legal	0.00	2,000.00	0.00	2,000.00
5926	Investment Banking Fees	0.00	4,057.00	2,542.32	4,113.00
5970	Consulting	0.00	8,000.00	8,000.00	8,000.00
	Total Professional Fees	0.00	14,057.00	10,542.32	14,113.00
	Total Expenses	0.00	14,057.00	10,542.32	14,113.00
	Change in Net Position	0.00	213,643.00	95,732.75	145,937.00

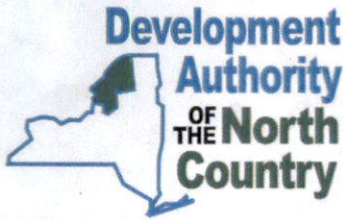
**North Country EDF
BUDGET FYE 2022
APPENDIX A**

<u>Account Description</u>	<u>FYE 3/31/2020 Actual</u>	<u>FYE 3/31/2021 Amended Budget</u>	<u>Actual 11/30/2020</u>	<u>FYE 3/31/2022 Budget</u>
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STATEMENT OF CASH FLOW FROM OPERATIONS

(This presentation of Cash Flow does not take into account changes in accruals)

CHANGE IN NET ASSETS				145,937.00
CASH FLOW				<u><u>145,937.00</u></u>



**Board Resolution No. 2021-02-46
February 25, 2021**

**MANAGEMENT SERVICES AGREEMENT AMENDMENT 2
CITY OF OGDENSBURG
WATER AND WASTEWATER FACILITIES**

Whereas, pursuant to **Resolution No. 2016-03-41**, the Development Authority of the North Country (Authority) and the City of Ogdensburg (City) entered into an Agreement dated May 16, 2016 to provide Management Services for the City's Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2017-03-33**, the Authority and the City agreed to Amendment 1 to provide Management Services for the City's Water Treatment Facilities, and

Whereas, the existing Management Services Contract and Amendment 1 will expire on May 15th 2021, and the City has requested the Authority extend the existing contract until December 31st, 2021; and

Whereas, the additional cost for the Authority to provide Management Services for the City's Facilities shall be \$115,542 and does not include a rate increase.

Now, therefore be it

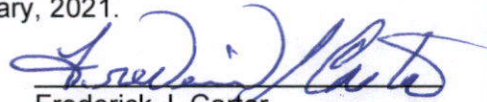
RESOLVED, that the Management Services Agreement, by and between the Authority and the City of Ogdensburg, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-46 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

AMENDMENT 2

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
MANAGEMENT SERVICES AGREEMENT
WATER AND WASTEWATER FACILITIES**

WITH THE

CITY OF OGDENSBURG

WHEREAS, The Development Authority of the North Country (Authority) and the City of Ogdensburg (City) entered into an Agreement dated May 16, 2016 to provide Management Services for the City's Wastewater Treatment Facilities; and

WHEREAS, the Authority and the City amended this Agreement on May 16th, 2017 to include Management Services for the City's Water Treatment Facilities; and

WHEREAS, the existing Management Services Contract and Amendment No. 1 will expire on May 15th 2021, and the City has requested the Authority extend the existing contract until December 31st, 2021; and

WHEREAS, the additional cost for the Authority to provide Management Services for the City's Facilities shall be \$115,542 and does not include a rate increase.

NOW, THEREFORE, the Authority and the City agree to extend the existing Management Service Contract and Amendment No. 1 through December 31st, 2021.

The return of one signed copy of this Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

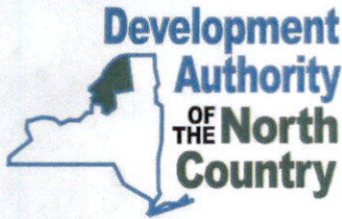
CITY OF OGDENSBURG

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Stephen Jellie
City Manager



Board Resolution No. 2021-02-47
February 25, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF CHAUMONT
ASSET MANAGEMENT PLAN**

Whereas, the Authority previously completed a Dissolution Study under a separate agreement with the Village dated December 18, 2018 (**Resolution 2018-12-133**). Additionally, the Authority currently provides web-based GIS hosting services for the Village under an agreement dated April 23, 2019 (**Resolution 2019-05-50**), and

Whereas, the Village has requested technical services from the Authority to conduct an inventory of water, wastewater, and general fund infrastructure; and to develop a plan for the Village to manage these assets, and

Whereas, the services requested will be provided for a not to exceed amount of \$18,000 for preparation of the asset management plan.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Chaumont, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-47 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
ASSET MANAGEMENT PLAN**

**WITH THE
VILLAGE OF CHAUMONT**

This Agreement entered into this ____ day of _____ 2021, by and between:

VILLAGE OF CHAUMONT, a municipal corporation of the State of New York having an office building and principal place of business located at 12175 NYS Route 12 E, Chaumont, NY 13622 herein after referred to as "Village",

And

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

Recitals

- A. The Village has requested technical services from the Authority to conduct an inventory of water, wastewater, and general fund infrastructure; and to develop a plan for the Village to manage these assets. At its board meeting held on _____, 2021. The Board selected the Authority to assist the Village with this task.
- B. The Authority previously completed a Dissolution Study under a separate agreement with the Village dated December 18, 2018. Additionally, the Authority currently provides web-based GIS hosting services for the Village under an agreement dated April 23, 2019.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. Phase 1 - The scope of services that will be performed by the Authority in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of each of these tasks follows.

1.1 Research and Data Acquisition

The Authority will review existing asset inventories, capital plan, previously mapped GIS data, and visit the Village's facilities to prepare a comprehensive asset inventory of all water distribution and wastewater works assets that are valued in excess of \$1,000. The following assets/equipment are typical items that would be included in the inventory:

- light and heavy duty vehicles
- parks and recreation vehicles
- mowing and plow equipment
- street-cleaning equipment
- leak detector(s)
- pipe locators
- hydrants
- valves
- manholes
- grinder pumps
- buildings associated with water, wastewater, and DPW
- equipment located at the Village's DPW garage
- equipment located at the Village's wastewater treatment plant and sewage pumping stations

1.2 Plan Development

The information gathered in Phase 1 will be utilized to develop a written asset inventory. The inventory will include a description of pertinent information about the asset, an estimate of the replacement value of the asset, the estimated life of the asset, the remaining life of the asset, and the projected year of replacement. For mechanical equipment and vehicles, the assets vehicle identification number/serial number, and make and model information will be captured (if available). Insurance schedules will be utilized to assign replacement values for vehicles and buildings. The information captured in the asset inventory is intended to provide the Village with the data necessary for capital and reserve planning.

The Authority will develop a basic written preventative maintenance plan for the Village's water distribution and wastewater facilities. This plan will include suggested monthly, quarterly, semi-annual, annual, and less frequent tasks that should be completed to ensure that the Village's water and wastewater infrastructure is being properly inspected and maintained. The Authority will develop recommendations on possible capital improvement projects and provide recommended water and wastewater rates based on asset life.

1.3 Presentation/Review

The Authority will review the results of the asset inventory with Village staff to ensure the data captured is accurate. The inventory will be

incorporated into a written Asset Management Plan. Ten copies of the bound report will be provided to the Village along with an electronic copy containing the Asset Inventory in Excel format, the Asset Management Plan in Word format, and copies of any maps developed as part of the inventory.

2. Phase 2 – The second phase comprises of optional services performed by the Authority at the discretion of the Village. These services will assist in the development of the plan. The Village may authorize any combination of these optional services.

- 2.1 Option A – Sidewalks and Curbs

The Authority will collect GPS data of Village-owned sidewalks and curbs and include them in the inventory and management plan, for which DPW staff are responsible for maintaining. General conditional codes will be assigned for Village-owned sidewalks and curbs. GIS data will be incorporated into the Asset Management Plan along with estimated costs of repairs.

- 2.2 Option B - Streets

The Authority will create a GIS dataset of road condition data, obtained through a windshield survey of Village-owned streets. The dataset will effectively prioritize stretches of road within the Village for replacement/repair based on a general conditional assessment of the pavement (i.e., good, fair, poor). GIS data will be incorporated into the Asset Management Plan along with estimated costs of road resurfacing/replacement.

- 2.3 Option C – Street Signage

The Authority will collect GPS data of Village-owned street signs and include them in the inventory and management plan, for which DPW staff are responsible for maintaining. GIS data will be incorporated into the Asset Management Plan along with estimated costs of any repairs identified.

3. The Village shall pay the Authority for such services at the labor hour burdened and equipment rental rate for the specific equipment and job classification performing the services as indicated in Table 1 and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed the amounts outlined in Table 2. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. If Options A, B, and C are selected the total contract shall be reduced by \$500 due to efficiencies in

completing all options simultaneously. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$132	NA
WQ Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
WQ Supervisor 2	\$85	NA
WQ Supervisor 1	\$78	NA
WQ Lead Operator	\$65	\$84
WQ Operator	\$61	\$78
Admin	\$62	\$76
GIS Specialist	\$55	\$69
WQ Technician	\$53	\$67

TABLE 2

Service	Not to Exceed Amount
Base Services	\$13,500
Option A – Sidewalks & Curbs	\$2,000
Option B – Streets	\$1,000
Option C – Street Signs	\$2,000
Total Base Services and Options A, B, and C	\$18,000

4. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
5. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
6. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

7. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
8. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
13. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

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

16. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

Services selected by the Village includes the following items:

Base Services	\$13,500	<input type="checkbox"/>
Option A – Sidewalks & Curbs	\$2,000	<input type="checkbox"/>
Option B – Streets	\$1,000	<input type="checkbox"/>
Option C – Street Signs	\$2,000	<input type="checkbox"/>
Or		
Base Services and Options A, B, and C	\$18,000	<input type="checkbox"/>

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E Farone, Jr.
Executive Director

VILLAGE OF CHAUMONT

By: _____

Valerie Rust
Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Valerie Rust, who being duly sworn, did dispose and says that she resides in Chaumont, New York; that she is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2021-02-48
February 25, 2021

**TECHNICAL SERVICES AGREEMENT
CORNELL COOPERATIVE EXTENSION JEFFERSON COUNTY
GEOGRAPHIC INFORMATION SYSTEMS**

Whereas, Cornell Cooperative Extension Jefferson County (CCE Jefferson) has been a Geographic Information Systems (GIS) hosting customer of the Development Authority of the North Country's (Authority) since 2017, and

Whereas, CCE Jefferson discontinued GIS hosting services in January 2021 because they did not receive State funding to support their project, and

Whereas, CCE Jefferson has requested a GIS technical services agreement for GIS services that does not include an annual fee for hosting services and instead provides provisions for CCE Jefferson to request GIS services as needed, including data support, data development, and field work, and whereby CCE Jefferson will be billed monthly for such services rendered by the Authority at the current staff charge-out rate, and

Whereas, the term of the agreement will begin March 1, 2021 through February 28, 2026.

Now, therefore, be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and CCE Jefferson, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.


Motion by: A. Calligaris

Seconded by: D. Mastascusa

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-48 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

GIS TECHNICAL SERVICES AGREEMENT
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
CORNELL COOPERATIVE EXTENSION OF JEFFERSON COUNTY

This Agreement entered into this ____ day of _____, 20____, by and between:

CORNELL COOPERATIVE EXTENSION OF JEFFERSON COUNTY, a subordinate governmental agency with an educational mission that operates under a form of organization and administration approved by Cornell University as agent for the State of New York, having an office and principal place of business located at 203 North Hamilton Street, Watertown, New York 13601, herein after referred to as "CCE Jefferson",

And

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

Recitals

1. The Development Authority of the North Country has developed a Geographic Information System (GIS) Internet Mapping Application (IMA) that is utilized to manage GIS data for the Authority.
2. CCE Jefferson has been a GIS hosting customer of the Authority's for GIS data development and GIS hosting services since 2017.
3. CCE Jefferson discontinued hosting services in 2021 but requested a technical services agreement for GIS support services on an "as needed" basis.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

In consideration of the mutual covenants herein contained, the parties agree to the following Articles:

- | | |
|------------|-------------------|
| Article I | Definitions |
| Article II | Scope of Services |

Article III	Term
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	Accounts
Article VIII	Miscellaneous

ARTICLE I - Definitions

Section 101. **Defined Terms.** As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

- 1) "ESRI GIS," Geographic Information System software created by ESRI used to store, display, and query spatial information.
- 2) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 3) "Data Development," refers to Authority activities related to the creation of new GIS data; either through converting spreadsheets and other sources, georeferencing maps/plans, field work, or other methods.

ARTICLE II - Scope of Services

Section 201. **Base Services.** The Authority will provide CCE Jefferson with the following base services at the term and rates outlined in Sections 301 and 401. The scope of base services is outlined below:

- 1) Provide technical assistance and troubleshooting with regards to the ESRI GIS software applications, datasets, and databases, as requested by CCE Jefferson.
 - a. Requests that require less than 4 hours of Authority staff time to complete can be made by CCE Jefferson staff via email or phone call and do not require prior written approval to proceed.
- 2) Provide field work and data development services, as requested by CCE Jefferson.
 - a. Field work and data development requests that require greater than 4 hours of Authority staff time to complete will be made by CCE Jefferson staff via email detailing the scope of the request. The Authority shall provide a proposal for each request that includes a not-to-exceed amount to be approved by CCE Jefferson in order to proceed.

ARTICLE III – Term

Section 301. Term. The term of this Agreement shall be five (5) years beginning on March 1, 2021, and ending February 28, 2026, provided that CCE Jefferson and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. CCE Jefferson shall pay the Authority for such services provided under this contract at the labor hour burdened rates specified in Table 1 below for the job classification performing the services. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority's fiscal year. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Authority shall submit a properly itemized and supported invoice, and payment thereof shall be made by CCE Jefferson within 30 days of receipt.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	\$69
Administrative Associate	\$62	\$76

ARTICLE V - Termination

Section 501. Termination. CCE Jefferson and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that CCE Jefferson shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VI – Insurance/Liability

Section 601. Insurance. CCE Jefferson shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. CCE Jefferson will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any

manner from its negligent actions or inactions related to CCE Jefferson's obligations under this Agreement. The Authority shall secure and maintain with New York State qualified insurers in amounts satisfactory to CCE Jefferson against loss or damage to CCE Jefferson and its facilities and against public or other liability to the extent not less than reasonably necessary to protect the interests of CCE Jefferson. The Authority will at all times indemnify and save harmless CCE Jefferson against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from its negligent actions or inactions related to the Authority's obligations under this Agreement.

Section 602. **Liability.** The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to CCE Jefferson for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. CCE Jefferson will not be liable to the Authority in the event of a breach beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE VII - Accounts

Section 701. **Accounts and Audits.** All accounts, reports and other records generated by Authority by or required under this agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by CCE Jefferson. Such records shall be retained by Authority for a minimum of three years following the expiration or earlier termination of this agreement or an extended agreement.

ARTICLE VIII - Miscellaneous

Section 801. **Independence of Agreement.** The parties acknowledge that Authority has undertaken and may undertake various projects unrelated to GIS services. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of Authority. CCE Jefferson shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this agreement, in satisfaction of any claim by CCE Jefferson arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by Authority with others.

Section 802. **Authority Status.** Authority is an independent contractor with CCE Jefferson and this Agreement does not create and shall not be construed as

creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 803. Waiver. No waiver by CCE Jefferson or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 804. Governing Laws. This agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 805. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 806. Notices. All notices required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

CCE JEFFERSON

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Kevin Jordan
Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Kevin Jordan, who being duly sworn, did dispose and says that he resides in _____ New York; that he is the Executive Director of Cornell Cooperative Extension of Jefferson County described herein, and which executed the foregoing instrument; and that he signed his name thereto as an authorized signatory of Cornell Cooperative Extension of Jefferson County.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



**Board Resolution No. 2021-02-49
February 25, 2021**

**TECHNICAL SERVICES AGREEMENT
TOWN OF LOUISVILLE
WATER SYSTEM IMPROVEMENT PROJECT**

Whereas, the Authority previously developed Geographic Information System (GIS) datasets for wastewater collection and water distribution systems under a separate agreement with the Town. Additionally, the Authority currently provides web-based GIS hosting services for the Town under an agreement dated November 13, 2019 (**Resolution 2019-10-109**), and

Whereas, the Town is interested in performing a preliminary engineering study to evaluate water system treatment upgrades and alternatives, which would solve current system capacity issues as well as reduce future operation and maintenance costs, and

Whereas, the Town has requested technical services from the Authority to provide project management assistance during the preliminary engineering phase of the project, as well as assistance with the development of the project funding strategy, and

Whereas, the services requested will be provided for a not to exceed amount of \$5,500 for project management assistance and funding strategy services.

Now, therefore be it


RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Louisville, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-49 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

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

WITH THE

TOWN OF LOUISVILLE

This Agreement entered into this 13th day of January 2021, by and between:

TOWN OF LOUISVILLE, a municipal corporation of the State of New York having an office building and principal place of business located at 14810 State Highway 37, Massena, NY, 13662, herein after referred to as "Town",

And

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

Recitals

- A. The Authority previously developed Geographic Information System (GIS) datasets for wastewater collection and water distribution systems under a separate agreement with the Town. Additionally, the Authority currently provides web-based GIS hosting services for the Town under an agreement dated November 13, 2019.
- B. Due to current water system diatomaceous earth (DE) filter inefficiencies and a lack of manufacturer support, the Town has needed to access additional water through its emergency inter-municipal agreement with the Village of Massena.
- C. The Town is interested in performing a preliminary engineering study to evaluate treatment upgrades or alternatives, which would solve capacity issues as well as reduce future operation and maintenance costs.
- D. The Town has requested project management assistance from the Authority during the preliminary engineering phase of this project, as well as assistance with the development of the project funding strategy. At its Board meeting held on 12/9/2020, 2021, the Board approved the Authority to assist the Town with this task. **A copy of this Resolution has been attached as Exhibit A. (page 103)**

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

Agreement

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

1. The scope of services to be performed by the Authority includes project management for the preliminary engineering phase of the project. Project management services include assistance with the development and review of the preliminary engineering report. The Authority will review the engineering report to ensure that the report aligns with the Town objectives. The Authority will provide technical assistance regarding future operation and maintenance of the proposed treatment alternatives. The Authority will facilitate monthly project coordination meetings during this phase to review report and project progress with team members and stakeholders.

The Authority will also assist with the development of a project funding strategy. Any services requested by the Town after the completion of the preliminary engineering report and funding plan, or additional assistance with the design and construction phase will require an additional contract or amendment.

2. The Town shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$5,500. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
WQ Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer	\$85	NA
WQ Supervisor II	\$85	NA
WQ Supervisor I	\$78	NA
WQ Lead Operator	\$65	\$84

Employee Wage Rate	Standard	Overtime
WQ Operator	\$61	\$78
WQ Technician	\$53	\$67
GIS Specialist	\$55	\$69
Administrative Associate	\$62	\$76

3. The Town shall provide the reasonable support services of its attorney, Staff, Town Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
4. Authority staff will offer opinions to the owner and the engineers regarding subcontracted services. Authority staff will not direct the engineers or other subcontractors.
5. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations.
6. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss damage or injury to persons or property resulting in any manner from the operation of this Agreement.
7. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.
8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
10. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the

parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

11. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
12. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
15. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

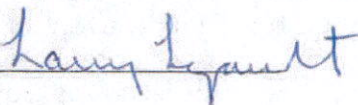
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF LOUISVILLE

By: 

Larry Legault
Town Supervisor

ACKNOWLEDGEMENTS

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

JOANNE HELEN CAMERON
Notary Public in the State of New York
St. Lawrence County No. 01CA6079050
My Commission Expires 8/18/2022

On this 13 day of Jan, 2021, before me personally came Larry Legault, who being duly sworn, did dispose and says that he resides in Lousiville, New York; that he is the duly authorized representative of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.


NOTARY PUBLIC

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

On this ___ day of _____, 2021, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

OFFICERS PRESENT: LARRY LEGAULT, SUPERVISOR
GAIL SCHNEIDER, COUNCILWOMAN
PATRICK CARROLL, COUNCILMAN
SHAWN THOMPSON, COUNCILMAN
DAN O'KEEFE, COUNCILMAN

HIGHWAY SUPERINTENDENT PRESENT: JOHN OBRIEN

This meeting can be attended by Go-To meetings.

Supervisor Legault called the meeting to order at 6:33pm.

The Pledge of Allegiance

Development Authority of the North Country Representative Carrie Tuttle addressed the Board concerning their proposal for leak detection for the Louisville water system. The DANC is a not-for-profit organization who among other things, run or help communities with water and wastewater systems. They have toured our water plant and listened to our concerns about the current filter system and leak detection. They sent a proposal for a leak detection program that would include: 1. Detect any leaks in the field, 2. Develop a procedure for how to handle leaks, 3. Summarize and give recommendations to the Town. This plan would cost up to \$8,000.00 based on an hourly rate. Ms. Tuttle spoke of the filtration system that is currently in use at Star Lake that uses a membrane filtration system. It is a simpler and cleaner system without the use of diatomaceous earth. If the Town is considering changing filters, a cost analysis should be done to decide to stay with DE or move to the new system. Although the system costs more than the current DE system to set up, the O&M costs are lower and the life of the filter system is different. She does not recommend combining the systems. DANC also offer services such as project management. The Authority would work closely with the Town Engineer to make sure our interests are accounted for. In addition, they are operating many systems, so they can review the project from a different perspective. She cautioned the Town to move swiftly in preparing their new plans for the upgrades, as we are unsure of when funding will become available.

Moved by Councilwoman Schneider, seconded by Councilman Carroll and duly carried to accept the October 28, 2020 special meeting minutes.

Moved by Councilman Carroll, seconded by Councilman Thompson and duly carried to accept the November 11, 2020 regular meeting minutes.

Moved by Councilwoman Schneider, seconded by Councilman O'Keefe and duly carried to accept the November 18, 2020 special meeting minutes.

SLC COUNTY LEGISLATOR RITA CURRAN reported by using the Go-To Meeting. She stated there are currently 332 positive cases of Covid in the county. There are three towns with no active cases. 32% of

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

the hospital beds are in use. The vaccine has not been confirmed for SLC yet. In addition, there is a tentative 10-year agreement for sales tax.

RVRDA REPRESENTATIVE LARRY CLARK: did not attend the meeting because they have not met

SUPERVISOR OF RECREATION AND MAINTENANCE DEWEY LAVALLEY: The community center is still up and running. There is no public skating at this time and only organizations are able to rent the facilities. We are paying extra hours to part time employees to meet the NYS COVID requirements. The upstairs is not open to the public at this time and the ice is not being rented out in the evenings to the adult teams. Whalen Park continues to get a lot of use.

Mr. LaValley was not able to go upstairs at the fire station because there is a lock on the door. He and Supervisor Legault will review the list of repairs that need to be made to the building.

The Town is now waiting for Howmet for the SH 37 boat launch.

The signs for the neighborhood watch will be installed as they are delivered.

HIGHWAY SUPERINTENDENT OBRIEN: The department continues to work on the trucks and equipment. 100 ton of salt has been use so far.

Concerning a new truck: the average price is \$230,000.00 and he has not determined which brand he would recommend. Superintendent OBrien bring his recommendation to the next meeting so the equipment can be ordered for a delivery date next fall.

Superintendent OBrien would also like to bring two part time plow drivers on board in case there is sickness in the Department. The Board is concerned about keeping the cost of payroll down but agrees that the department needs to be prepared in case of quarantine or positive cases within the Department. Moved by Councilwoman Schneider, seconded by Councilman Thompson and duly carried allow the Highway Superintendent to prepare two part time workers to be used on an emergency basis only. This will include payroll paperwork and drug testing.

The Highway Department has many projects to complete on the equipment and around the shop to keep them busy for quite awhile. After the Highway projects are complete, then the Department can help other departments.

PUBLIC COMMENT

COMMUNICATIONS AND PETITIONS: Massena Meals on Wheels, NYS Ag and Markets, Association of Towns, Grasse River Blueway Trial marketing plan, fire station #1 deficiencies report, Town Clerk Cameron, NYS Plowing advance, supervisor's report, and report from Valley Water Solutions

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
 TOWN OF LOUISVILLE, NEW YORK
 DECEMBER 9, 2020; 6:30PM

The NYS Ag and Markets inspection report for the Dog Control was completed on 11/18/20 and found satisfactory.

The 2021 Annual meeting and training school for the Association of Towns will be held virtual, February 14 – 17th. Any Board members, who wish to attend the meetings, should contact the Town Clerk.

The Grasse River Blueway Committee met recently and are working on a trial-marketing plan. They will have public zoom meetings on January 21st at 3:30 and 6:00pm to review the plan with the public.

Moved by Councilwoman Schneider, seconded by Councilman Carroll and duly carried to correct the Laramay water EDU units to 8. The Clerk miscalculated.

Moved by Councilman O’Keefe, seconded by Councilman Thompson and duly carried to correct the following minutes for voucher numbers:

1. Add voucher #38 to General A in Feb. \$1500.00 Massena Humane Society
2. Capital vouchers misnumbered:
 August vouchers recorded as 21 and 22 should be 31 and 32
 September vouchers should be 33-35
 October vouchers should be 36-39
3. Highway vouchers for October ended with #154 but typed as 151

The \$85,000.00 NYS advance for plowing state highways was received and deposited.

The Board thanked Clerk Stone for the budget report. Moved by Councilwoman Schneider, seconded by Councilman O’Keefe and duly carried to approve the following budgets adjustments:

General A

<u>Accounts Over Budget (Move to :)</u>		<u>Accounts Under Budget (Move From :)</u>	
16204 Buildings CE	\$2,143.11	12202 Supervisor Asset	\$ (1,116.38)
19104 Unallocated Insurance	\$265.91	12204 Supervisor CE	\$ (1,422.61)
19204 Municipal Assoc. Dues	\$ 380.00	13302 Tax Collector Asset	\$ (298.96)
64104 Publicity CE	\$ 48.93		
Total:	\$2,837.95	Total:	\$(2,837.95)

General B

<u>Accounts Over Budget (Move to :)</u>		<u>Accounts Under Budget (Move From :)</u>	
80101 Zoning PS	\$ 500.00	81604 Refuse/Garbage	\$ (1,050.00)
90308 Social Security/Medicare	\$550.00		
Total:	\$ 1,050.00	Total:	\$(1,050.00)

Water #2

<u>Accounts Over Budget (Move to :)</u>		<u>Accounts Under Budget (Move From :)</u>	
83304 Purification CE	\$455.17	83102 Administration Asset	\$(500.00)
83404 Transmission/Dist. CE	\$3,358.18	83104 Administration CE	\$(2,151.51)

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

83204 Source Power Pump CE	\$ (986.84)
97106 Serial Bonds - Principal	\$ (175.00)

Total:	\$3,813.35	Total:	\$(3,813.35)
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Water #3

<u>Accounts Over Budget (Move to :)</u>		<u>Accounts Under Budget (Move From :)</u>	
83304 Purification CE	\$1,179.00	83104 Administration CE	\$ (1,179.00)
Total:	\$1,179.00	Total:	\$(1,179.00)

Highway.DA

<u>Accounts Over Budget (Move to :)</u>		<u>Accounts Under Budget (Move From :)</u>	
51304 Machinery	\$339.54	51302 Machinery Asset	\$(2,400.00)
51424 Snow Removal	\$9,824.07	90108 State Retirement	\$(7,316.88)
90608 Medical Insurance	\$211.91	90508 Unemployment Ins.	\$ (596.00)
		97106 Serial Bond - Principal	\$ (4.33)
		97107 Serial Bond - Interest	\$ (58.31)
Total:	\$10,375.52	Total:	\$(10,375.52)

Clerk Cameron reported to the Board she has met with Valley Water Solutions Operator Steve Siddon and John Beattie to start developing a plan for handling water loss. In addition, Clerk Cameron and the office staff have begun to graph the water usage and loss for the Board to review.

Attorney Gustafson has drafted a letter to the NYS Attorney General for the unpaid debt repayment charges for NYPA. Clerk Cameron will review the draft and return to the attorney.

OLD BUSINESS:

Report from NYPA Task Force: Supervisor Legault will attend the annual meeting with the Power Authority tomorrow at 10:00am. The site visit at the Massena Intake went very well.

The next RVRDA meeting is unknown.

Supervisor Legault will contact NYS Assemblyman Mark Walczyk concerning the SH 37 broadband project.

We are waiting on the NYSDOH for approval of the Wilson Hill lots. Clerk Cameron will call for an update.

The Massena Country Club has received notice from SLC Treasurer for back taxes.

Councilman O'Keefe will complete the recreation audit on Friday December 18th.

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

Moved by Councilwoman Schneider, seconded by Councilman O'Keefe and duly carried to hire Severance Construction for labor and lift to replace the roof on the old highway barn. The total price will be \$40,000.00.

Update on filters at the water treatment plant: Supervisor Legault, Highway Superintendent OBrien, Valley Water Operator Steve Siddon, and Town Engineer Kevin Feuka toured the Star Lake water plant. They found it very interesting. The pros and cons will be weighed for the two-systems for capital investment and life span differences.

C2AE invoiced the Town \$20,225.00 as 50.5% complete for the \$40,000.00 contract for work to be done for the replacement of the DE filters at the water treatment plant. Supervisor Legault will discuss with Engineer Feuka.

* Moved by Supervisor Legault, seconded by Councilwoman Schneider and duly carried to hire DANC to serve as project manager for the water plant upgrades.

The Board previously questioned if property owners would receive a 2% tax cap refund check if the Town went over their cap but St. Lawrence County stayed below. According to the county, this is strictly a town and school district issue. Property owners have never received a refund for the county staying below the tax cap margin.

NEW BUSINESS:

Moved by Councilman Carroll, seconded by Councilman Thompson and duly carried to deposit the excess sales tax, in the amount of \$74,180.64, into the Highway DA account.

Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to transfer \$1,000.00 from the Historical Account to the Summer Bash account.

Moved by Councilwoman Schneider, seconded by Councilman Carroll and duly carried to transfer \$5,000.00 from General A account to the Highway DA account per the 2020 budget.

Moved by Councilman Carroll, seconded by Councilman Thompson and duly carried to transfer \$10,000.00 from General A account to the Ray Hurlbut Louisville Community Center reserve account as per the 2020 budget.

Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to authorize Supervisor Legault to enter into a contract with the Town of Massena and Massena Volunteer Emergency Unit, Inc. in the amount of \$7,000.00 for the year 2021.

Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to authorize Supervisor Legault to enter into a contract with the Massena Humane Society in the amount of \$1,500.00 for the year 2021.

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

Moved by Councilman Thompson, seconded by Councilwoman Schneider and duly carried to pay Board of Appeal members, Planning Board members, RVRDA Representative Larry Clark, and Shoreline Stabilization Representative Gene Conte \$75.00 if they have served 6 months on their respective board as a thank you for their service.

The audit Committee (Councilman O'Keefe) needs to audit the Supervisor, Town Clerk, Tax Collector, Court Clerk and Recreation Departments in January 2021.

Moved by Supervisor Legault, seconded by Councilman O'Keefe and duly carried to purchase a meal for the employees of the Town in place of the traditional Christmas luncheon. This is due to COVID restrictions.

The Town of Louisville will hold the organizational meeting on January 13, 2021 at 6:30pm with the regular meeting to follow.

REPORT FROM COUNCILMEMBERS:

Councilwoman Schneider stated that the Revitalization Group meetings are going well. This is one of the best groups to work with. This group was formed to work with the McKenzie study.

Councilwoman Schneider inquired if anyone had read about the Article 10 change concerning home rule.

Councilman O'Keefe stated that he supports the use of part time highway plow workers and that if scheduled correctly, it can save the town money as well as prevent driver burnout.

Councilman O'Keefe will research grants available for LED light replacements for the municipal building.

Councilman O'Keefe stated that the mats have not arrived from Tractor Supply for the arena yet. He is researching other suppliers.

Councilman Thompson would like to do something for the residents of the Louisville Housing facility next year.

REPORT FROM THE TOWN CLERK:

Moved by Councilwoman Schneider, seconded by Councilman O'Keefe and duly carried to move the reserves as follows: \$18,388.90 be moved from Water District #1 to Water District #1 Reserve bank account and \$11,970.08 be moved from the Water District #3 to the Water District #3 Reserve bank account. Nothing will be moved for water district #2 at this time.

A policy for mailboxes and snow plowing should be established.

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

The Clerk was asked if the wrestling group could meet upstairs of the community center- the Board will refer that request to Mr. LaValley.

The Wilson Hill Association letter will be sent out soon- if anyone has anything they may want included, please let the Clerk or Nancy Foster know.

The Clerk shared a pamphlet that SLC Highway Department has concerning mailbox replacement and snow plowing. The Town of Louisville should adopt a policy.

The Clerk reminded the Board that the sexual harassment training for all town employees and volunteers needs to be completed by year-end. Supervisor Legault has been given certificates as they are received.

A past due letter will be sent to the Maslin's concerning their nonpayment of peddling fee for their vegetable stand at the corner of SH 56 and SH 37.

Thank you cards will be sent to Supernault for painting the fender of one of the plow trucks, Curran for allowing us to borrow equipment for fixing the water leak and lift supplies to the top of the old highway building, Curran for fixing the boiler in the municipal building and Boutot's for their contribution to the food bank.

The Town Clerk's November report for \$4,411.65 was reviewed.

Justice Gettmann's November Justice Report and financial Review in the amount of \$2,319.00 was audited.

Justice LeCuyer October Justice report and financial review in the amount of \$2,207.00 was audited.

General vouchers #383-20G-429-20G (void #383-20G) in the amount of \$16,096.90, Highway vouchers #173-20H-192-20H in the amount of \$17,715.62, Water vouchers #170-20SW-188-20SW (void #170-20SW, 171-20SW and 172-20SW) in the amount of \$30,876.00, and Capital vouchers #32-20CD – 34-20CD in the amount of \$4,600.44 were audited and ordered paid. Capital Voucher #33020Cd from C2AE in the amount of \$250.00 was paid under protest by Patrick Carroll.

PUBLIC COMMENT:

Moved by Councilwoman Schneider seconded by Councilman Thompson and duly carried to adjourn the regular meeting at 9:14pm and enter into executive session to discuss the employment of a particular individual and contract negotiations.

REGULAR MEETING OF THE LOUISVILLE TOWN BOARD
TOWN OF LOUISVILLE, NEW YORK
DECEMBER 9, 2020; 6:30PM

Moved by Councilwoman Schneider, seconded by Councilman Carroll and duly carried to exit the executive session at 10:54pm.

Moved by Councilwoman Schneider, seconded by Councilman Carroll and duly carried to reenter the regular meeting at 10:54pm.

Moved by Councilwoman Schneider and seconded by Supervisor Legault to advertise a part time office position on Thursday December 10, 2020. The vote was as follows: Supervisor Legault- Nay, Councilwoman Schneider- Aye, Councilman O'Keefe- Aye, Councilman Carroll- Nay, and Councilman Thompson- Nay. The motion failed.

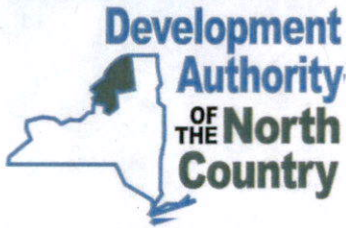
Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to advertise for a part time clerical office position to be advertised starting Monday December 14 and accept resumes at the Town Office until 3:00pm on December 22nd. There will be a special meeting on December 22nd at 6:00pm to review the applicants.

Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to have one hour of recreation skating at the Ray Hurlbut Community Center on Saturday and one hour of recreational skating on Sunday. There will be a maximum of 20 people allowed on the ice, must have their own skates. no locker rooms available- follow same guidelines as the associations. Also children aged 12 and under must be accompanied by an adult.

Moved by Councilman O'Keefe, seconded by Councilwoman Schneider and duly carried to adjourn the meeting at 10:59pm.

Respectfully Submitted,

Joanne Cameron
Town Clerk



Board Resolution No. 2021-02-50
February 25, 2021

SCADA SERVICES AGREEMENT AMENDMENT 1
ROUTE 3 BOARD OF COMMISSIONERS
PUMP STATION RTU UPGRADES

Whereas, pursuant to **Resolution No. 2020-05-58** the Development Authority of the North Country (Authority) and the Route 3 Board of Commissioners (Board) entered into an agreement dated April 14, 2020 for an amount not to exceed \$17,000 to upgrade the Remote Terminal Units (RTUs) and Power Supplies in LeRay Pump Station 4 and LeRay Pump Station 5, and

Whereas, the Board purchased 2 additional RTUs and has requested that the Authority program and install these 2 RTUs in LeRay Pump Station 6 and Black River Pump Station 3, and

Whereas, this additional scope of services will result in additional expenses of \$8,000 bringing the total not to exceed contract amount to \$25,000.

Now, therefore, be it

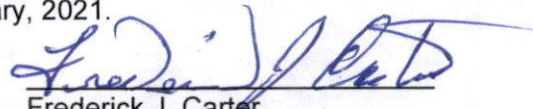
RESOLVED, that the SCADA Services Agreement Amendment No. 1, by and between the Authority and the Route 3 Board of Commissioners, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

Motion by: M. Murray
Seconded by: G. Turck

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-50 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

AMENDMENT 1

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SCADA SERVICES AGREEMENT
FOR ROUTE 3 PUMP STATION RTU UPGRADES
WITH THE
ROUTE 3 SEWER FACILITIES BOARD OF COMMISSIONERS
TOWN OF CHAMPION
TOWN OF LERAY
TOWN OF PAMELIA
TOWN OF RUTLAND
VILLAGE OF BLACK RIVER**

Whereas, the Development Authority of the North Country (Authority) and the Board of Commissioners for the Route 3 Sewer Facilities ("Board" or "Board of Commissioners") entered into an Agreement dated April 14, 2020 for an amount not to exceed \$17,000 to upgrade the RTUs and Power Supplies in LeRay Pump Station 4 and LeRay Pump Station 5, and

Whereas, the Board purchased 2 additional RTUs with funds from the O&M budget last fiscal year and has requested that the Authority program and install these 2 RTUs in LeRay Pump Station 6 and Black River Pump Station 3, and

Whereas, the Board has requested that the additional work be completed on a time and material basis which will result in additional not to exceed costs of \$8,000.

NOW THEREFORE, the Authority and the Board agree to amend the amount of the agreement to \$25,000.

The return of one signed copy of this Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

ROUTE 3 SEWER BOARD

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

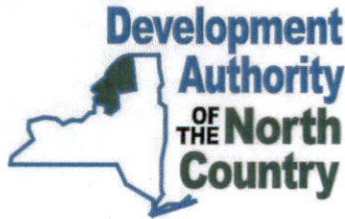
By: _____

Date: _____

Date: _____

Scott Allen
Chairperson of the Board

Carl E. Farone, Jr.
Executive Director



Board Resolution No. 2021-02-51
February 25, 2021

**COMMUNITY DEVELOPMENT LOAN FUND
COMMUNITY RENTAL HOUSING PROGRAM
HEUVELTON HISTORICAL ASSOCIATION
LOAN**

Whereas, Heuvelton Historical Association has requested funding in the amount of up to \$190,000 from the Development Authority of the North Country to renovate a dilapidated building located at 81 State Street, Heuvelton, NY, and

Whereas, the Heuvelton Historical Association previously completed the successful rehabilitation of Pickens Hall which houses a performing arts theater and general store located at 83 State Street, Heuvelton, NY, and

Whereas, St. Lawrence Federal Credit Union will lease space on the first floor and the Historical Association will create a 2 bedroom market rate apartment on the second floor, and

Whereas, the building at 81 State Street is adjacent to the building at 83 State Street and the façade will be returned to its historical look fitting with the look of Pickens Hall, and

Whereas, the project is eligible for funding through the Community Rental Housing Program for the market rate housing unit, and

Whereas, the project meets the eligibility of the Community Development Loan Program, and

Whereas, the project will enhance the downtown business district, and

Whereas, **Resolution No. 2020-05-66** authorized \$21,249.20 in state funds received through senate member appropriations held by the Authority to the Heuvelton Historical Association for infrastructure improvements associated with this project.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a loan in the amount of up to \$190,000 [\$65,000 Community Rental Housing Program/\$125,000 Community Development Loan Fund) to the Heuvelton Historical Association at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further


RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-51 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.



Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: Heuvelton Historical Association

Loan Fund: \$125,000 Community Development Loan Fund
\$65,000 Community Rental Housing Program

Amount: up to \$190,000

Loan Term: 240 months

Loan Rate: 3.25%

Loan Payment: First 9 months interest only, thereafter regular monthly principal and interest payments to fully amortize the loan over 240 months

Collateral: Co-proportional first mortgage with Oswegatchie Development Corporation and assignment of rents and leases on 81 State Street, Heuvelton, NY.

Co-proportional third mortgage with Oswegatchie Development Corporation and assignment of rents and leases on 83 State Street, Heuvelton, NY.

Lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of Heuvelton Historical Association.

Conditions: Disbursements based upon submission of invoices

Community Development Loan Fund/Community Rental Housing Program

BORROWER: Heuvelton Historical Association

BUSINESS LOCATION: 83 State Street, Heuvelton, NY 13654

PROJECT LOCATION: 81 State Street, Heuvelton, NY 13654

OWNERSHIP: 501 C 3 not for profit

OFFICERS:

David Kingsley	President
Ken Cole	Vice President
Barb Lashua	Secretary
Jenessa Fenton	Treasurer

AMOUNT: up to \$190,000.00 (\$65,000 from CRHP/\$125,000 from CDLF)

TERM: 9 months interest-only then 240 months

RATE: 3.25%

PAYMENTS: 9 months interest only, then 240 monthly principal and interest payments to fully amortize loan

COLLATERAL: First mortgage co-proportional with Oswegatchie Development Corp on 81 State Street, Heuvelton, NY; third mortgage co-proportionate with Oswegatchie Development Corp on 83 State Street; assignment of rents and leases

GUARANTORS: None

USE OF FUNDS:

SOURCES OF FUNDS

Authority Loan	\$190,000.00
NBT Bank	\$100,000.00
Oswegatchie Development Corp	\$ 75,000.00
Legislative Initiative (DANC funds)	\$ 21,000.00
Cash/In-Kind Labor	\$ 10,003.00

Total Sources	<u>\$396,003.00</u>
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USES OF FUNDS

Acquisition	\$32,000.00
Hazmat Assessment	\$ 2,200.00
Demo Disposal	\$ 4,000.00
Architect	\$20,000.00
Construction	\$279,207.00
Storefront	\$19,780.00
Utility Relocation	\$12,000.00
Legal	\$3,000.00
Contingency	<u>\$23,816.00</u>
Total Uses	\$396,003.00

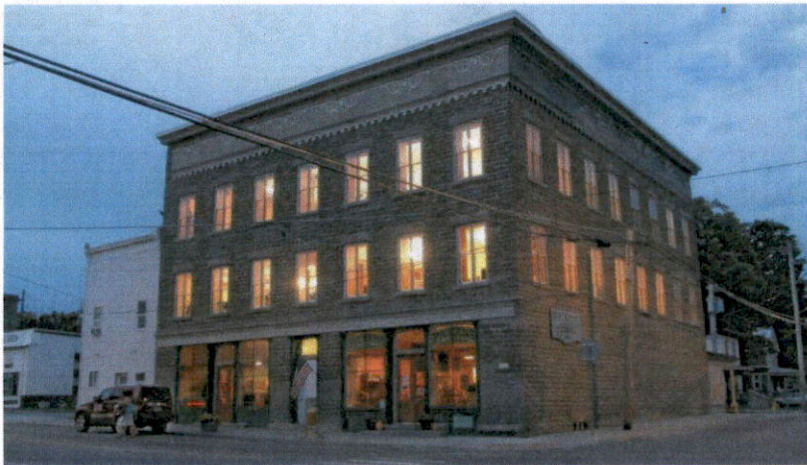
Community Development Loan Fund/Community Rental Housing Program

NBT Bank-Approved and closed, 12 months interest only during construction at 3.5%, termed out over remaining 228 months, ARM every 5 years to Federal Home Loan Bank rate at the time plus 3.5%. Taxes escrowed.

The Historical Association was awarded a grant through Senator Ritchie for acquisition of the building; however due to the state's budget issues, they have not included it in the sources of funds. The grant is for \$50,000.

Oswegatchie Development Corporation-Pending, assumes $\frac{1}{2}$ Prime plus 1 with a 10 year term

HISTORY:



The Heuvelton Historical Association is a non-profit organization chartered by the authority of the NYS Board of Regents on October 5, 2001. Its objective is to foster a knowledge of the history of the Village of Heuvelton by gathering historical artifacts, books, manuscripts, papers, photographs and other historically significant

materials. Materials are on display at the Village center building owned by the Association known as the "Pickens Hall Opera House." [Pictured above]

The grand opening of Pickens Hall occurred April 30, 2016. Today the facility hosts events in its Opera House and has a General Store on the first floor. It is the centerpiece of the community.

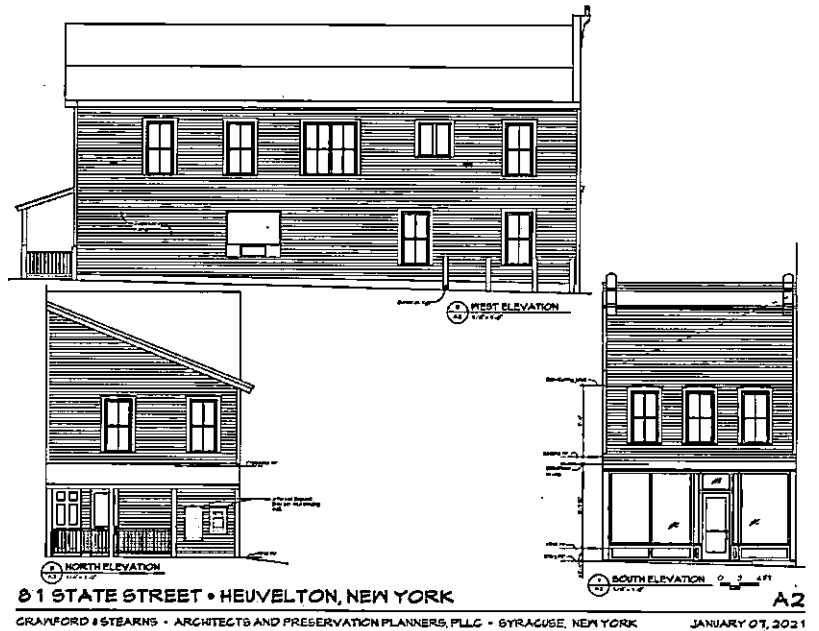


Project:

Heuvelton Historical Association

Community Development Loan Fund/Community Rental Housing Program

The Heuvelton Historical Association has recently purchased 81 State Street. The structure housed three apartments that are in poor condition. The Historical Association felt the need to own the property as it is attached to Pickens Hall. With the closing of Community Bank in Heuvelton, they were approached by the St. Lawrence Federal Credit Union as a possible spot for a brick and mortar presence in the village. The plan is to house the credit union on the first floor and provide a two-bedroom apartment with a small office on the second floor. Plans are being drawn by Crawford and Stearns. A hazmat assessment has been completed and no critical materials were identified. The interior of the building is almost gutted at this point. Code review will be complete and plans will be let for bid as soon as possible. The project has been bid and the sources and uses reflect the bid amount.



The St. Lawrence Federal Credit union has agreed to cover some of the architecture fees as well as the cost of the first floor build-out. The lease agreement is for a monthly rent of \$2,000 per month for the first two years as well as some expenses. The next three years would be at \$2,250 per month.

They are targeting the two-bedroom apartment rental would lease for \$1,000 per month. The applicant feels that this is in line with rents in the surrounding area. The apartment would have high-speed internet making it appealing for people who want to work from home. However, the fair market rent for a two-bedroom apartment in St. Lawrence for 2021 is \$857.

The Historical Association feels this project is important to the viability and vitality of downtown Heuvelton. Providing a banking institution in the business corridor will help draw people in and in turn increase patronage at local businesses. The credit union will employ 3 full time people at this branch. The apartment will slightly increase rental housing stock in the village. The village of Heuvelton has been blessed with entrepreneurs that have invested in new businesses and taken over existing ones. This project would be another piece of the puzzle in the growth and longevity of a small community.

FINANCIALS:

Heuvelton Historical Association

Community Development Loan Fund/Community Rental Housing Program

Historical

	2018	2019	2020
Support & Revenue	\$257,888	\$213,496	\$216,832
Expenses			
Payroll & Payroll Taxes	\$50,310	\$52,485	\$42,887
Advertising	\$4,569	\$3,606	\$1,570
Program Expense	\$27,451	\$27,157	\$5,117
Credit Card/Bank Fees	\$4,461	\$4,546	\$4,735
Computer & Internet	\$4,140	\$4,131	\$5,456
Licenses & Dues	\$1,844	\$2,294	\$491
Insurance	\$9,237	\$8,841	\$8,138
Interest	\$18,000	\$11,653	\$3,990
Office Supplies	\$8,350	\$6,599	\$4,746
Shipping	\$0	\$0	\$4,389
Grant Expense	\$8,750	\$0	\$100
Professional Fees	\$550	\$600	\$2,811
Repairs & Maintenance	\$6,652	\$5,247	\$7,557
Other Taxes	\$2,706	\$2,511	\$8,085
Travel	\$0	\$70	\$142
Utilities	\$12,229	\$10,057	\$10,264
Miscellaneous	\$0	\$0	\$890
Depreciation	<u>\$62,525</u>	<u>\$62,267</u>	<u>\$0</u>
Total Expenses	\$221,774	\$202,064	\$111,368
 Increase in Net Assets	 \$36,114	 \$11,432	 \$105,464
 Add back: Depreciation	 \$62,525	 \$62,267	 \$0
Add back: Interest	\$18,000	\$11,653	\$3,990
One Time Income/(Expense)	<u> </u>	<u> </u>	<u> </u>
Cash Available for Debt	\$116,639	\$85,352	\$109,454
 Debt Service-SLC Chamber	 \$5,721	 \$5,721	 \$5,721
Debt Service-DANC	\$12,932	\$12,932	\$12,932
Debt Service-NBT	\$7,213	\$7,213	\$7,213
Debt Service-Oswegatchie	<u>\$8,536</u>	<u>\$8,536</u>	<u>\$8,536</u>
Total Debt Service	\$34,402	\$31,679	\$31,679
DSC Ratio	3.39	2.69	3.46

Oswegatchie Development Corp assumes a 10-year loan at ½ Prime plus 1 (2.625% as of 2/12/2021)

There is an existing Oswegatchie Development Corporation loan that will be paid in full in July 2021. For purposes of the cash flow analysis I did not include these payments.

Community Development Loan Fund/Community Rental Housing Program

- The historical financial information for 2018 and 2019 was prepared by an accountant. The 2020 information was internally prepared by the applicant.
- The major sources of income are retail sales from Picken's Store, 42%, donations/memberships, 10%, grant income, 25%, program event income, 22%, and hall rental income, 1%. They received a \$100,000 grant from a Foundation that they were able to use to pay off a significant amount of debt on Pickens Hall.
- Expenses are primarily salary and wages, utilities, insurance and taxes.

81 State Street	Year One	Adjusted FMR
Lease Income C.U.	\$24,000	\$24,000
Lease Income Apt	<u>\$12,000</u>	<u>\$10,284</u>
Total Income	\$36,000	\$34,284
Taxes	\$1,611	
Sewer/Water/Trash	\$1,808	
Snow Removal	\$2,000	
Maintenance	\$1,200	
Insurance	<u>\$1,500</u>	
Total Expenses	<u>\$8,119</u>	
Net Income	\$27,881	

*Heat and Lights will be paid by tenants.

- There is a 5-year renewable lease for \$2000 per month for the first 24 months, and \$2250 per month for the next 36 months.
- They hope to get \$1000 per month for the apartment, however this is not definite. The fair market rent for a 2-bedroom in St. Lawrence County for 2021 is \$857. I provided an additional column showing income based upon the fair market rent. Even if the apartment is vacant, there is sufficient lease income from the Credit Union to cover expenses.
- Expenses would likely increase for heat and lights if the apartment is vacant for any period of time. Again there is excess cash flow from the Credit Union lease to cover these increased costs.

Balance Sheet

	2018	2019	2020
Current Assets	\$82,432	\$101,676	\$141,252
Fixed Assets	\$2,016,757	\$1,954,490	\$1,988,768
Total Assets	\$2,099,189	\$2,056,166	\$2,130,020
Current Liabilities	\$179,257	\$130,747	\$68,800
Long-Term Liabilities	\$43,601	\$37,654	\$67,990
Total Liabilities	\$222,858	\$168,401	\$136,790

Community Development Loan Fund/Community Rental Housing Program

Net Assets	\$1,876,331	\$1,887,765	\$1,993,230
Total Liabilities & Net Assets	\$2,099,189	\$2,056,166	\$2,130,020

- Long-term liabilities increased by the amount of funds drawn from the NBT loan to purchase 81 State Street.

Credit:

The Heuvelton Historical Association has a low risk logic score of 89. The days beyond terms are 5 or less. It has no derogatory public records or collection accounts. The accounts established are being paid as agreed, and are 100% current at this time. The president of the company is shown to be David Kingsley. It is a membership organization, and according to the report has been in business for 13 years. It has one UCC filing and there were no OFAC records found (Office of Foreign Assets Control).

Collateral Analysis

	Full Market Value*	Discount
83 State Street, Heuvelton	\$575,000	
Discounted at 70% LTV		<u>\$402,500</u>
Total	<u>\$575,000</u>	<u>\$402,500</u>
St. Lawrence County Chamber of Commerce	\$60,287	\$60,287
NBT Bank	<u>\$100,000</u>	<u>\$100,000</u>
Collateral Available after Senior Mortgages	\$414,713	\$242,213
Development Authority/Oswegatchie Development Corp	\$265,000	\$265,000
Total LTV	63.9%	109%
81 State Street, Heuvelton	\$40,000	
Discounted at 70% LTV		\$28,000
Improvements	\$298,987	
Discounted at 70% LTV		\$209,290
Total Collateral Available	\$338,987	\$237,290
Co-proportional 1 st mortgage		
DANC/Oswegatchie Growth Fund	\$265,000	\$265,000
Total LTV	78.2%	112%

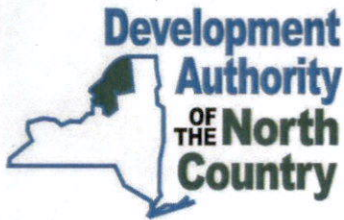
*Market value from the Commercial Evaluation Report prepared by universal Real Estate Services Inc. for NBT Bank as of 11/12/2020.

STAFF RECOMMENDATION:

Heuvelton Historical Association

Community Development Loan Fund/Community Rental Housing Program

Staff recommends loan of up to \$190,000 (\$65,000 CRHP/\$125,000 CDLF) to the Heuvelton Historical Association at the terms and conditions listed above.



Board Resolution No. 2021-02-52
February 25, 2021

COMMUNITY RENTAL HOUSING PROGRAM
PINK PALACE PROPERTIES, LLC
LOAN #2

Whereas, **Resolution No. 2020-05-62** approved \$140,000 from the Community Rental Housing Program to Pink Palace Properties, LLC for improvements to properties located at 102 and 102.5 Keyes Avenue, Watertown, and

Whereas, Pink Palace Properties, LLC ('Applicant') has requested a loan in the amount of up to \$220,000 from the Community Rental Housing Program for improvements to properties located at 134 Keyes Avenue, 409 Franklin Street, and 261 Ten Eyck Street Watertown, and

Whereas, the properties have 17 market rate units combined, and

Whereas, the applicant proposes to make improvements to the units and building exteriors, and

Whereas, the project meets the intent of the Community Rental Housing Program to improve the quality of the housing stock within the three-counties.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a loan in the amount of up to \$220,000 from the Community Rental Housing Program to Pink Palace Properties, LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further

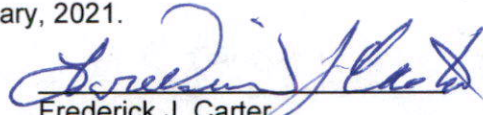
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-52 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: Pink Palace Properties, LLC

Loan Fund: Community Rental Housing Program

Amount: up to \$220,000

Loan Term: 120 months amortized over 240 months

Loan Rate: 3.25% (WSJ Prime Rate as of 2/9/2021)

Loan Payment: Construction interest-only for first 12 months, then monthly principal and interest payments to amortize over 240 months with 120 month term

Collateral: Second mortgage behind AmeriCU on real estate located at 134 Keyes Avenue, 409 Franklin Street, and 261 TenEyck Street, Watertown, NY 13601, and assignment of rents and leases

Personal Guarantees: Christopher Virgil-Stone and Joseph G. Firmin

Conditions:

- Applicant pays \$1,000 to Authority for construction inspections.
- Applicant will submit detailed budgets and copies of invoices to draw funds.

Community Rental Housing Program

BORROWER: Pink Palace Properties, LLC (Georgia Corporation)
d/b/a Pink Palace Properties of Upstate NY, LLC

BUSINESS LOCATION: 240 Peachtree Street NW#56766, Atlanta, GA 30343

PROJECT LOCATION: 409 Franklin Street, Watertown-parcel #12-04.210.000
261 TenEyck Street, Watertown-parcel #10-17-119.000
134 Keyes Ave, Watertown-parcel #11-05-218.000

OWNERSHIP: Joseph G. Firman – 50%
Christopher Virgil-Stone – 50%

AMOUNT: up to \$220,000.00 (Disbursed as construction loan)

TERM: Interest-only for first 12 months, then 120 months
amortized over 240 months. Construction is expected to
take 12 months to complete.

RATE: 3.25% (WSJ Prime on 2/9/2021)

PAYMENTS: Interest-only for first 12 months then monthly principal and
interest payments

COLLATERAL: Second mortgage position behind Lender

GUARANTORS: Christopher Virgil-Stone and Joseph G. Firmin

USE OF FUNDS:

SOURCES OF FUNDS

Authority Loan	\$220,000.00
AmeriCU	\$587,000.00
Cash Equity	\$104,800.00
Total Sources	<u>\$911,800.00</u>

USES OF FUNDS

Acquisition	\$691,800.00
409 Franklin St.	\$ 30,000.00
261 TenEyck St.	\$ 60,000.00
134 Keyes Ave.	<u>\$130,000.00</u>
Total Uses	\$911,800.00

AmeriCU-10 year term/25 year amortization, 4.15%

PROJECT:

Pink Palace Properties owned by Mr. Firman and Mr. Virgil-Stone recently purchased the apartment complex located at 120 and 120.5 Keyes Avenue, Watertown. They closed on a loan from the Community Rental Housing Program for \$140,000 on July 22, 2020 in order to make

Pink Palace Properties of Upstate NY, LLC

Community Rental Housing Program

improvements to the property. To date, they have drawn \$94,844.49 on the loan and will complete the work later in the spring. They have been paying interest on this loan.

Recently, they purchased 409 Franklin Street, 261 TenEyck Street, and 134 Keyes Avenue, Watertown. They are requesting an additional \$220,000 to complete improvements on those properties. They have quotes for the exterior work, however do not have quotes for the interior work, only a list of items that they will replace per unit. Their per unit estimate is based upon the costs associated with updating the units at 120 and 120.5 Keyes Ave.

At 134 Keyes Ave they are proposing about \$60,000 in exterior and basement repairs. They are also budgeting approximately \$8000 per unit, or \$64,000, in improvements to the units. The balance is for contingency. This is based upon how much it is costing to turn units at 120 Keyes Ave. A contractor was unable to go in to provide a more detailed cost estimate as the units were occupied.

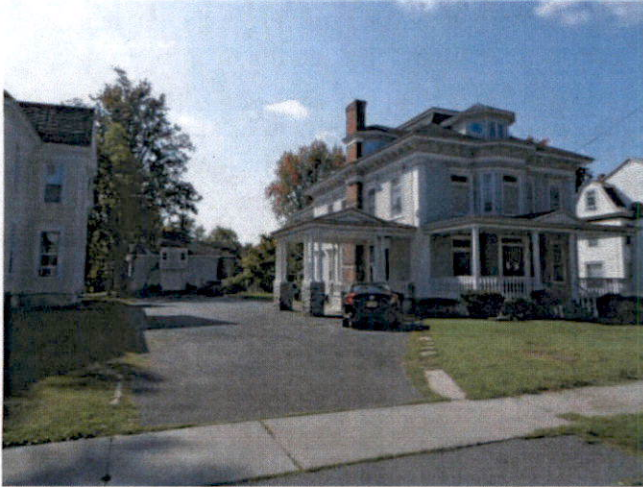
They propose some exterior work on Franklin Street, and are looking at painting the building rather than siding it. They have provided a list of items that they would like to replace/repair at the Franklin Street property, however no cost estimate has been provided. As stated above, their per unit estimates are based upon their experience with 120 and 120.5 Keyes Ave. The property at 409 Franklin Street has 3 one-bedroom units and 1 two-bedroom unit. The tenants pay \$810 plus electric for the 1 bedroom units, and \$870 plus electric for the 2 bedroom unit. One resident is moving out of Franklin Street this month however there is a waiting list.

They proposed to complete about \$12,000 in exterior work on the property. The balance will be utilized to make improvements to units as they turn. The property at 261 TenEyck Street has 1 one-bedroom unit, 3 two-bedroom units, and 1 three-bedroom unit. Tenants pay \$725 for the one-bedroom unit, \$845 for the two-bedroom units, and \$950 for the three-bedroom unit. Tenants also pay electric and gas. The property has 100% occupancy.

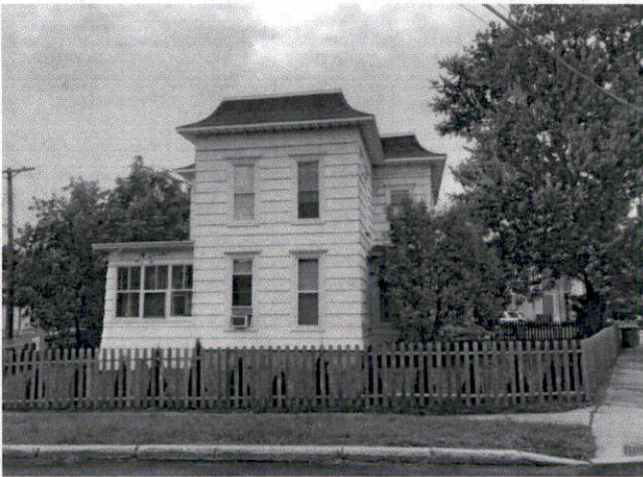
The property at 134 Keyes Ave has 2 efficiency units, 4 one-bedroom units, and 2 two-bedroom units. The tenants pay \$555 on average for the studio units, \$637.50 on average for the one-bedroom units and \$725 on average for the two-bedroom units. Tenants also pay electric and trash. The property has 100% occupancy.

The fair market rents in the Watertown-Fort Drum Metropolitan Statistical Area for 2021 are as follows: \$691 for efficiency, \$794 for one-bedroom, \$1,047 for two-bedroom, \$1,389 for three-bedroom, and \$1,610 for four-bedroom. These are actually down slightly from 2020. The rents in the subject properties above are considered affordable in this market.

Community Rental Housing Program



261 TenEyck Street



409 Franklin Street



134 Keyes Ave.

Community Rental Housing Program

They have engaged Forte Management Group, LLC located in Watertown as their Property Management Company. They are also bidding on the construction work through their firm, Forte Management Group, LLC. No tenants will be displaced during renovations. The renovations will be completed as turnover occurs.

The loan will be disbursed as a construction loan upon submission of finalized budgets and invoices. We can utilize staff to review the work completed prior to disbursing the funds. We will charge the applicant \$1000 for this time.

FINANCIALS:

Historical

	Year One	Year Two	Year Three
Income			
409 Franklin	\$36,432	\$37,536	\$38,924
134 Keyes	\$57,712	\$63,554	\$68,501
261 TenEyck	<u>\$46,782</u>	<u>\$50,038</u>	<u>\$52,663</u>
Total Income	\$140,926	\$151,128	\$160,088
Expenses			
409 Franklin	\$16,496	\$16,754	\$17,098
134 Keyes	\$29,974	\$30,424	\$30,880
261 TenEyck	<u>\$21,922</u>	<u>\$22,251</u>	<u>\$22,585</u>
Total Expenses	\$68,392	\$69,429	\$70,563
Total NOI	\$72,534	\$81,699	\$89,525
New: Debt Service			
AmeriCU	\$37,767	\$37,767	\$37,767
Development Authority	<u>\$14,974</u>	<u>\$14,974</u>	<u>\$14,974</u>
Total Debt	\$52,741	\$52,741	\$52,741
DSC Ratio	1.38	1.55	1.70

With the AmeriCU loan there will be a balloon of approximately \$422,643 at the end of the ten year term. There will be a balloon of approximately \$128,042 on the Development Authority loan at the end of the ten-year term.

- Historical information was requested from the applicant, however he noted that no good information was provided. They built the projections off of what was provided and their own due diligence.
- Rents for the properties are listed in the narrative above. As noted, these are well within affordable for the market even though they are not income-restricted by a funding source.
- Rent income is net a vacancy rate of 8%. This is adequate given the waiting list and somewhat tighter rental housing market due to COVID and the moratorium on evictions.

Community Rental Housing Program

- Major expenses are property taxes, utilities, management fee, and project reserves. The management fee is about 10% of total revenue.
- Based upon the projections there is sufficient cash flow to repay the new debt.
- The applicant closed on the properties in December 2020.

Personal Credit:

Mr. Firmin lists personal assets of \$1,462,159 and liabilities of \$1,114,323. Primary assets include IRA and other retirement accounts and real estate. Liabilities include revolving credit and real estate. He is also including the value of the properties and the mortgages he owes on the rental properties as a guarantor even though the loans are through the LLC. He lists salaries and commission of \$170,000 and real estate income of \$159,360. Joseph Firmin has a TransUnion credit score of 705. He has a derogatory comment for a Macy's card that was closed by the credit grantor in 2018. The late payments were in the fall of 2018. The report only shows \$643,110 in liabilities primarily in a mortgage of \$274,172 and revolving of \$348,598. The revolving credit is misleading as it includes the \$274,172 HELOC that is also listed as a mortgage. It appears that this error has resulted in his credit score going down as well. Nothing on public record.

Mr. Virgil-Stone lists personal assets of \$1,181,384 and liabilities of \$998,671. Primary assets are in cash and investments and real estate. Liabilities are in installment loans and mortgages. He is also including the value of the properties and the mortgages he owes on the rental properties as a guarantor even though the loans are through the LLC. He lists \$130,000 in income between salary and rental income. Mr. Virgil-Stone has a TransUnion credit score of 793. He has no public record and no derogatory comments. He shows total debt of \$431,604 comprised primarily of a mortgage, \$348,995.

Collateral Analysis

	Full Market Value	Discount
409 Franklin Street	\$160,000	
Discounted at 70% LTV		\$112,000
261 TenEyck St.	\$265,000	
Discounted at 70% LTV		\$185,500
134 Keyes Ave.	\$280,000	
Discounted at 70% LTV		\$196,000
Improvements-Cost	\$130,000	
Discounted at 70% LTV		\$ 91,000
Total	\$835,000	\$584,500
AmeriCU	\$587,000	\$587,000
Collateral Available to DANC	\$248,000	(\$2,500)
NEW-Development Authority Loan	\$220,000	\$220,000
Total LTV	89%	----

*Appraisal for 134 Keyes completed by Varley Appraisal Group for AmeriCU Credit Union as of September 23, 2020. Appraisal for 261 TenEyck Street completed by Varley Appraisal

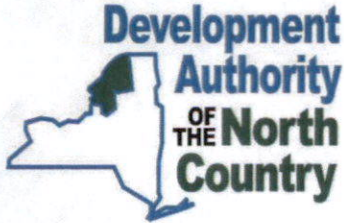
Community Rental Housing Program

Group for AmeriCU Credit Union as of September 23, 2020. The appraisal for 134 Keyes Ave completed by Varley Appraisal Group for AmeriCU Credit Union as of September 23, 2020.

With the proposed improvements, the loan-to-value is sufficient to justify lending the \$130,000. Even discounting the improvements at 70% LTV, or \$91,000, the loan-to-value would still be adequate.

STAFF RECOMMENDATION:

Staff recommends a commitment of up to \$220,000 from the Community Rental Housing Program. The loan would be for 120 months, amortized over 240 months, at 3.25%, with construction interest only payments until the final draw. Loan would be conditioned on the personal guarantees of Christopher Virgil-Stone and Joseph G. Firmin. We would charge the borrower a one-time fee of \$1000 for staff time to inspect work completed prior to disbursing funds. Borrower will need to submit detailed budgets and invoices prior to funds being disbursed.



Board Resolution No. 2021-02-53
February 25, 2021

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
VILLAGE OF CASTORLAND
WATER AND SEWER DISTRICTS**

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

Whereas, the Village of Castorland desires to enter into a new one (1) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of \$30,555, and

Now, therefore be it

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

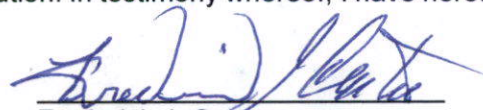
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-02-53 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of February, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of February, 2021.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
VILLAGE OF CASTORLAND**

This sets forth the Operation and Maintenance Service Agreement made effective _____, 2021, by and between the Village of Castorland ("Village"), a New York municipal corporation with offices at PO Box 104, Castorland, New York 13620 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

- 1) The Village has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Village Facilities and desires to engage the Authority for such services. The Village is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit "A"**.
- 2) The Authority desires to provide Operations and Maintenance Services for the Village facilities described in this Agreement.

AGREEMENT

In the consideration of the mutual covenants herein contained, the parties agree to the following Articles:

Article I	Definitions
Article II	Employment and Scope of Services
Article III	Emergency Procedures and Services
Article IV	Terms
Article V	Compensation
Article VI	Village Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

Section 101. Defined Terms. As used or referred to in this Agreement, unless a different meaning clearly appears from the context:

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official", the Village Mayor.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the Village means the period of twelve (12) calendar months beginning with June 1st of any year and ending with May 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 9) "IMA", Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 12) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.
- 13) "Village of Castorland", a municipal corporation with offices at PO Box 104, Castorland, New York 13620 (herein referred to as "Village of Castorland" or "Village").
- 14) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.

- 15) "Water Facilities", the Village-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below:

Water Supply, Storage, and Distribution System

- Back-Up Well Supply Pump
- Liquid Chlorine Injection Pump
- Primary Well Supply Pump
- System Flow Meter
- Water Storage Tank
- Hydrants
- System Valves
- Approximately 110 Residential Water Meters
- Approximately 110 Lateral Customer Connections
- Distribution Piping

- 16) "Wastewater Facilities", the Village-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below:

Wastewater Treatment Plant

- Two Gorman Rupp Influent Pumps
- Two Aeration Lagoons
- Oxidation Blowers
- Effluent Flow/pH Metering Equipment (Ultrasonic/ISCO 4210)

Wastewater Collection System

- One Duplex-Smith & Loveless Lift Station
- Approximately 110 Lateral Customer Connections
- Gravity Sewer Collection Piping and Forcemain
- Manholes

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Village hereby engages the Authority to operate and maintain the Village's Facilities, employing certified operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the Village designated representatives. The Village will be responsible for designating the representatives that will provide direction to the Authority. The Village will be responsible for responding to all calls from residents concerning the operation of the Village Facilities.
- 3) The Authority will seek approval from the Village for non-incident expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 301.
- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

Section 202. Scope of Services. The Authority shall provide all necessary labor and equipment to perform the services as follows, and will perform work in accordance with manufacturer's specifications to maintain warranties.

1) Operations and Maintenance Services

Water System Services	
<u>Daily Tasks</u>	<ul style="list-style-type: none"> - Visual inspection of the water system facilities; examine the primary well pump, check liquid chlorine injection pump and piping for proper operation, check piping for leaks - Record daily water flow through meter - Record chlorine usage; mix/re-fill as required - Record chlorine residual tests within the distribution system, as required by the NYS Department of Health - Check water storage tank operation - General housekeeping of treatment plant
<u>Monthly Tasks</u>	<ul style="list-style-type: none"> - Perform all manufacturer recommended preventative maintenance on mechanical equipment
<u>Quarterly Tasks</u>	<ul style="list-style-type: none"> - Perform all manufacturer recommended preventative maintenance on mechanical equipment
<u>Annual Tasks</u>	<ul style="list-style-type: none"> - Perform recommended manufacturer's maintenance on chemical feed pump: chemically clean injection system; rebuild pump components as required - Exercise water transmission system valves - Check accuracy of system flow meter operation and calibrate as needed. (Note: If vendor assistance is required to perform calibration, the Village will be responsible for the cost of vendor services) - Check/verify alarm set points and proper operation
<u>Sampling/Reporting</u>	<ul style="list-style-type: none"> - Collect and submit to the testing laboratory random distribution sample(s) for total coliform, as required by the NYS Department of Health - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water samples required by the DOH - Prepare and distribute an Annual Water Quality Report - Prepare and submit Annual Water Quality Certification Form

Wastewater System Services

Daily Tasks

- Visual inspection of the operation of wastewater treatment plant; inspect and examine all mechanical, electrical equipment and piping for proper operation; complete daily logsheet documenting specific checks
- Perform DEC required testing (flow, settleable solids, pH, temperature, dissolved oxygen, TSS, etc.)
- Complete daily log documenting specific checks
- Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits; make process adjustments to optimize performance
- Maintain log of chemicals and other supplies; notify Village Clerk when restocking is needed
- Examine mechanical and electrical components for proper operation; make process adjustments, clean equipment, etc. as required
- General housekeeping of treatment plant and lab building

Weekly Tasks

- Inspect Lift Stations for proper operation and record pump runtime where hour meters are present
- Check and calibrate pH meters as required

Monthly Tasks

- Grease/oil equipment in accordance with manufacturer's recommendations
- Clean and flush system components as required
- Collect samples as required by NYSDEC

Quarterly Tasks

- Perform basic manufacturer's maintenance on mechanical equipment

Semi-Annual Tasks

- Monitor lagoon level and sludge concentration
- Coordinate and arrange for sludge disposal (as needed)

Annual Tasks

- Perform recommended manufacturer's maintenance on all mechanical equipment, with the exception of the back-up generator which will be maintained by the Village and blower laser alignment which will be performed by outside certified vendor
- Perform visual inspection of all manholes in the collection system. Prepare inspection summary report, which includes recommendations for repairs.
- Verify proper operation of all system alarms; check and adjust set points as needed
- Check accuracy of system flow meters and calibrate as needed. (Note: If vendor assistance is required to perform calibration, the Village will be responsible for the cost of vendor services)
- Test Village owned backflow prevention devices

Sampling/Reporting

- Collect and submit to the testing laboratory all samples specified in the Village's State Pollution Discharge Elimination System (SPDES) permit
- Complete and submit monthly Discharge Monitoring Reports to the NYS DEC
- Complete Annual DEC Design Flow Certification
- Prepare a monthly operations summary report for the Village. The report will include a summary of the work completed by DANC, as well as graphs and other relevant operational data

2) Miscellaneous Services

The following miscellaneous services are provided by the Authority at no additional cost to the Village:

- Transportation for Authority employees to complete the routine tasks described above.
- Incorporation of the Village's water and sewer facility equipment into the Authority's computerized maintenance management system (CMMS).
- Development of written preventative maintenance plans for the Village's equipment.
- Creation of a standard operating procedure for the Village's water and sewer equipment.
- Attendance at monthly Village Meetings, as requested.
- **24-Hour emergency call service and availability of "On-Call" Operator for Emergency service. Emergency services will be billed according to Section 302 and Section 503.**

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc. all as requested of the Authority by the Village will be reimbursed as described in Section 503.

Any other GIS tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Village will be reimbursed as described in Section 503.

Any SCADA tasks that are not included in the scope of base services described above, such as replacing damaged equipment, all as requested of the Authority by the Village will be reimbursed as described in Section 503.

The Village will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.); heavy equipment rental charges, materials and supplies. The Village will be responsible for all back-up generator maintenance.

ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will notify the Village Representative of any emergency and actions taken, as soon as practicable.

Section 302. Payment. The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate specified in Section 503, with a two-hour minimum. All equipment used for emergencies will be billed in accordance with the current Development Authority

equipment rental rates provided to the Village. Mileage from the operator's destination at the time of call or the operator's home base, whichever is shorter, will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (1) year and eight (8) days commencing February 20, 2021, and ending February 28, 2022, provided that the Village and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Authority shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Village of a proper invoice covering the month in which such service was rendered. For the Village's accounting purposes the estimated costs for water and sewer services have been separated.

Year	Period	Base DANC Cost
1	2/20/21 – 2/28/21	Water = \$240 Sewer = \$340 Total => \$580
1	3/1/21 – 2/28/22	Water = \$9,725 Sewer = \$20,250 Total => \$29,975

Section 502. Emergency-related equipment, labor and material. The Village shall pay the Authority the cost of equipment rental, labor and material used and incurred by the Authority in coping with an emergency. The Village will make payment within 30 days following receipt by the Village of a proper invoice of such costs so incurred.

Section 503. Additional Work. The Village shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Village shall approve the cost of labor, equipment and material in advance, unless the situation is deemed an emergency such that immediate response is required.

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Water Quality Division Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	NA
Lead Operator	\$65	\$84
Operator	\$61	\$78
Water Quality Technician	\$53	\$67
Admin	\$62	\$80

ARTICLE VI - Village Responsibilities

Section 601. Facilities. The Village shall make available to the Authority the facilities described in this Agreement. The Village and its authorized representatives retain all rights of access to the facilities

Section 602. Easements and Licenses. The Village shall maintain all easements, licenses and permits that have been granted as owner of the facilities and procure all others necessary to operate and maintain such facilities.

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the facilities, and shall advise the Village of necessary replacements and additions to such inventory.

Section 604. Snow Removal. The Village will be responsible for all snow removal.

ARTICLE VII - Termination

Section 701. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VIII - Insurance/Liability

Section 801. Insurance. The Village shall secure and maintain with New York State qualified insurers insurance in the amount of the following:

Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth

above; insurance must be issued in NYS to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Authority shall secure and maintain insurance satisfactory to the Village.

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers; and agents, (collectively the "Entities"), from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys' fees, and costs (collectively, "Claims"), and each party hereby assumes liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys' fees and costs), which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Water Treatment Distribution System by the indemnifying party.

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

ARTICLE IX - Accounts

Section 901. Accounts and Audits. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Village's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

Section 1002. Authority Status. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 1006. Supercedence. This Agreement supercedes former similar agreements between the parties, pertaining to the facilities described in this document. All other agreements are hereby terminated, except as to those provisions intended to survive such termination.

Section 1007. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 1008. Counterparts. This Agreement may be executed in one or more counterparts, both of which taken together shall constitute one and the same instrument, and which may be executed and delivered by email or other electronic means to the other party. Electronically transmitted signatures shall be deemed the originals for all purposes. The receiving party may rely on the receipt of such electronically transmitted signed copies as if the original had been received. This Agreement is effective on the Effective Date only upon successful electronic transmission of signed copies by each party to the other party.

EXHIBIT A – Resolution by Village Board to Enter Into this Agreement with the Development Authority of the North Country

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

VILLAGE OF CASTORLAND

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Mervin Moser
Village Mayor

By: _____
Carl E. Farone
Executive Director