



**Board Resolution No. 2020-10-107**  
**October 22, 2020**

**AUTHORIZING DEPOSITORY ACCOUNT RESOLUTIONS  
AND CHECK SIGNING AUTHORIZATION**

Whereas, it is necessary to designate signatories for appropriate Development Authority of the North Country bank accounts, and

Whereas, it is desirable to provide for electronic transfer of the Development Authority of the North Country funds by appropriate Authority representatives.

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

**RESOLVED**, that the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller be named as authorized signatories on Authority bank accounts and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel. Further, Mary Allyn Baeslack of Benefits Services Group shall be named as an additional signatory on the Authority's Health Reimbursement Account (HRA) and Section 125 Plan Bank Account, and further be it

**RESOLVED**, that the Deputy Comptroller, Accountant I and Accounting Associate be designated authorized representatives for the purpose of initiating electronic transfers of Authority funds, when authorized by the designated Authority Officers/personnel, and that all documents required as evidence of such authority be executed by Authority Officers/personnel.


Motion by: M. Murray

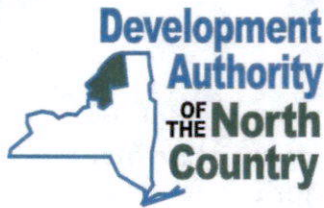
Seconded by: A. MacKinnon

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-107 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
\_\_\_\_\_  
Frederick J. Carter  
Board Chairman



**Board Resolution No. 2020-10-108**  
**October 22, 2020**

**AUTHORIZING ESTABLISHMENT OF BANK ACCOUNT  
WITH COMMUNITY BANK  
VOLUNTARY DEFINED CONTRIBUTION PROGRAM**

Whereas, to date the Development Authority of the North Country has provided eligible employees with a Defined Benefit Retirement Plan (Defined Benefit Plan) through its participation in the New York State & Local Retirement System (NYSLRS), and

Whereas, in addition to the Defined Benefit Plan offered by NYSLRS, New York State implemented another retirement benefit called Voluntary Defined Contribution Program (VDC Program). The VDC Program is immediately available to eligible employees within the first 30-days of employment, if they meet the eligibility requirements, and

Whereas, pursuant to New York State Law, the Authority is required to offer eligible new employees membership to one of the following retirement benefits; 1) NYSLRS Defined Benefit Plan, and (2) the VDC Program , and

Whereas, the VDC Program requires an Employer contribution rate of 8% of wages and the vesting period is 366 days and vesting is immediate. During the vesting period, the employee and Employer funds will be held in escrow by the Employer, and

Whereas, at the conclusion of the vesting period, the Employer will apply the required annual interest rate of 4% to the funds held in escrow; and

Whereas, it is necessary to create an escrow account to deposit contributions to the VDC Program during the vesting period, and

Whereas, it is necessary to designate signatories for such VDC Program bank account, and

Whereas, it is desirable to provide for electronic or telephonic transfers of the Development Authority of the North Country funds by appropriate Authority representatives.

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

**RESOLVED**, that the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller be named as authorized signatories on the Voluntary Defined Contribution Program (VDC) bank account and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel, and further be it

**RESOLVED, that the Deputy Comptroller, Accountant I and Accounting Associate be designated authorized representatives for the purpose of initiating electronic transfers of Authority funds, when authorized by the designated Authority Officers/personnel, and that all documents required as evidence of such authority be executed by Authority Officers/personnel.**

Motion by: T. Hefferon

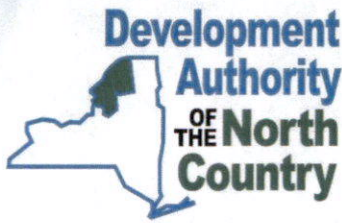
Seconded by: M. Murray

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. 2020-10-108 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman



**Board Resolution No. 2020-10-109  
October 22, 2020**

**AUTHORIZING TEMPORARY WATER OPERATOR SERVICES AGREEMENT WITH THE VILLAGE OF MALONE**

Whereas, pursuant to **Resolution No. 2017-08-89**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated January 3, 2018 to provide Water Quality Management Services for the Village’s Waste Water Treatment Facilities, and

Whereas, the Authority is qualified and equipped to provide contract operator services for municipal water facilities, and

Whereas, the Village has requested Temporary Operator Services from the Development Authority, and

Whereas, the Authority will provide a Certified Class D New York State Department of Health Licensed Water Operator to oversee the Village-owned water distribution system and will be present as requested for emergency on-call, and

Whereas, the term of this Agreement is for three months and conditions will be reviewed and renegotiated upon expiration of this agreement, as appropriate, and

Whereas, the Village will pay the Authority the established hourly rates plus mileage for services rendered.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into a Temporary Water Operator Services Agreement with the Village of Malone.**

Motion by: A. MacKinnon

Seconded by: M. Murray

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson – <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter – <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon – <b>Yes</b>	Murray - <b>Yes</b>
Doheny – <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-109 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

Frederick J. Carter  
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TEMPORARY WATER OPERATOR SERVICES AGREEMENT**

**WITH THE  
VILLAGE OF MALONE**

This Agreement entered into this 18 day of Sept.: 2020, by and between:

**VILLAGE OF Malone**, a municipal corporation of the State of New York having an office building and principal place of business located at 343 West Main Street, Malone, New York 12953, 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 Authority and the Village entered into an agreement dated January 3, 2018 to provide Management Services for the Village's Waste Water Treatment Facilities.
- B. The Village owns a water plant and associated water distribution system operated and maintained by Village personnel.
- C. The Village has requested water operator services from the Authority on a temporary basis as required to assist Village operating staff.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

**Agreement**

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

- 1. The scope of services that will be performed by the Authority is as follows:
  - A. The Authority will provide a New York State Department of Health Class D Licensed Water Operator to oversee the Village owned water distribution system as requested by the Village Mayor.
  - B. The Authority Operator will be present as requested for emergency on-call.

- C. All maintenance of the water distribution system will be performed by Village.
- 2. Contract term is for one (3) months and Agreement conditions will be reviewed and renegotiated upon expiration of this agreement, as appropriate.
- 3. The Village shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage at the federal reimbursement rate.

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

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Water Quality Supervisor I	\$78.00	N/A
Water Quality Operator	\$61.00	\$78.00
Water Quality Technician	\$53.00	\$67.00

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.

- 4. 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.
- 5. 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.
- 6. 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. 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.
- 7. 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.

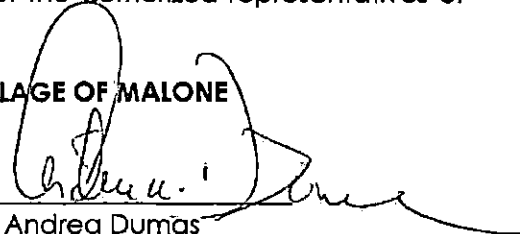
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.
10. 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.
11. 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.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Executive Director

**VILLAGE OF MALONE**

By:   
Andrea Dumais  
Mayor

**ACKNOWLEDGEMENTS**

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

On this 18 day of September, 2020, before me personally came **ANDREA DUMAS**, who being duly sworn, did dispose and says that she resides in Malone, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Village.

**Rebalka L. Scaccia**  
Notary Public, State of New York  
No. 01SC6406803  
Qualified in Franklin County  
Commission Expires 4/13/2024

  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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. 2020-10-110**  
**October 22, 2020**

**GIS HOSTING AGREEMENTS**  
**VILLAGE OF GOUVERNEUR, VILLAGE OF RENSSELAER FALLS,**  
**VILLAGE OF PHILADELPHIA, TOWN OF MADRID**

Whereas, pursuant to Authority Board resolution 2019-09-93, the Development Authority of the North Country will complete the Gouverneur Regional GIS Project on October 31, 2020, which included the Village of Gouverneur, Village of Rensselaer Falls, Village of Philadelphia and Town of Madrid, and

Whereas the Villages and Town will execute five year term agreements with the Authority for GIS hosting services, and

Whereas, the Authority's Board passed **Resolution No. 2020-08-93** establishing a fee structure for GIS hosting and authorizing the Executive Director to negotiate terms and execute such agreements with existing and potential GIS hosting customers.

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to enter into the standardized GIS hosting agreements in accordance with the terms of the contracts listed in Table 1 below.**

Table 1 – GIS Hosting Contracts

Name	Start Date	End Date	Total Contract Fee
Village of Gouverneur	11/1/2020	5/31/25	\$6,890
Village of Philadelphia	11/1/2020	5/31/25	\$3,665
Village of Rensselaer Falls	11/1/2020	5/31/25	\$3,665
Town of Madrid	11/1/2020	12/31/2025	\$4,345

Motion by: A. Calligaris

Seconded by: A. MacKinnon

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-110 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

Frederick J. Carter  
Board Chairman

## GIS WEB-BASED HOSTING AGREEMENT

### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF MADRID

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between:

**TOWN OF MADRID**, a municipal corporation of the State of New York having an office building and principal place of business located at 3529 County Route 14, Madrid, NY, 13660, 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

1. In June of 2019, the Town partnered with the Villages of Gouverneur, Philadelphia and Rensselaer Falls, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Town was provided with GIS hosting services at no additional cost for a period commencing November 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Town to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Town Board, at its duly convened meeting held on \_\_\_\_\_, 2020, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
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	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	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) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services
- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

### ARTICLE II - Scope of Services

Section 201. Base Services. The Authority will provide the Town 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) The Authority agrees to provide the Town with Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In

the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

- 2) The Town will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The Town understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the Town Datasets hosted on the IMA will remain the property of the Town. The Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Town with all the Town Datasets in electronic format within not more than 15 days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: twelve hours of staff time per year for Customer updates; staff time to annually update base map data including parcel data as supplied by the County, road data, orthoimagery, etc.; and phone support for technical questions concerning the IMA during regular business hours.

Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 402.

### **ARTICLE III – TERMS**

Section 301. Term. The term of this Agreement shall be five (5) years beginning on November 1, 2020, and ending December 31, 2025, provided that the Town

and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

**ARTICLE IV – Compensation**

Section 401. **Compensation.** For base services outlined in Section 201, the Authority shall annually invoice the Town for base services beginning in Year 2 in advance of the hosting period. Thereafter, base services will be invoiced in January 1<sup>st</sup> in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Town on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Town will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table 1 below. Year 1 is the grant subsidized hosting period. Year 2 has been prorated to align with the Town's fiscal year.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	11/1/20 – 10/31/21	\$0
2	11/1/21 – 12/31/22	\$1,160
3	1/1/23 – 12/31/23	\$1,045
4	1/1/24 – 12/31/24	\$1,045
5	1/1/25 – 12/31/25	\$1,095

Section 402. **Additional Services.** The Town shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Table 2). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1<sup>st</sup> of the present year to March 31<sup>st</sup> of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

TABLE 2 – 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	NA
Administrative Associate	\$62	\$76

## **ARTICLE V - Termination**

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

## **ARTICLE VI – Insurance/Liability**

The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations.

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.

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.

## **ARTICLE VII – Miscellaneous**

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 (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. 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.

The Authority is an independent contractor with respect to the Town, and this Agreement does not create, and shall not be construed as creating, any relationship of principal and agent, landlord and tenant, or employer and employee.

No waiver by the 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.

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.

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

All notices required or permitted to be given under this Agreement shall be in writing and shall be made at the addresses indicated above. The notice or correspondence shall be effective when actually received by the party to which it is directed, whether transmitted by mail, courier, facsimile or personal delivery.

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**

**TOWN OF MADRID**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Tony Cooper  
Town Supervisor

ACKNOWLEDGEMENTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came Tony Cooper, who being duly sworn; did dispose and says that she resides in Madrid New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of the Town of Madrid.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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

## GIS WEB-BASED HOSTING AGREEMENT

### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & VILLAGE OF GOUVERNEUR

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**VILLAGE OF GOUVERNEUR**, a municipal corporation of the State of New York having an office building and principal place of business located at 33 Clinton Street, Gouverneur, NY 13642, 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

1. In June of 2019, the Village partnered with the Village of Rensselaer Falls, the Town of Madrid, and the Village of Philadelphia, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Village was provided with GIS hosting services at no additional cost for a period commencing November 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Village to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Village Board, at its duly convened meeting held on \_\_\_\_\_, 20\_\_\_\_, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
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	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	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) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services
- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

### ARTICLE II - Scope of Services

Section 201. Base Services. The Authority will provide the Village 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) The Authority agrees to provide the Village with Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In

the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

- 2) The Village will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) The Village will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The Village agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Village hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The Village understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the Village Datasets hosted on the IMA will remain the property of the Village. The Village Datasets are defined as those that the Village develops; on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Village with all the Village Datasets in electronic format within not more than 15 days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Village, or a third party. Other Datasets not developed by the Authority must be provided by the Village in "shapefile" or "geodatabase" format.
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Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or developing new datasets, all as requested of the Authority by the Village will be reimbursed as described in Section 402.

### **ARTICLE III – Terms**

Section 301. Term. The term of this Agreement shall be five (5) years beginning on November 1, 2020, and ending May 31, 2025, provided that the Village and/or

the Authority shall have the right to terminate this agreement as specified in Section 501.

**ARTICLE IV – Compensation**

Section 401. Compensation. For base services outlined in Section 201, the Authority shall annually invoice the Village for base services beginning in Year 2 in advance of the hosting period. Thereafter, base services will be invoiced in June 1<sup>st</sup> in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Village on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Village will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table.1 below. Year 1 is the grant subsidized hosting period. Year 2 has been prorated to align with the Village’s fiscal year.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	11/1/20 – 10/31/21	\$0
2	11/1/21 – 5/31/22	\$1,105
3	6/1/22 – 5/31/23	\$1,895
4	6/1/23 – 5/31/24	\$1,995
5	6/1/24 – 5/31/25	\$1,995

Section 402. Additional Services. The Village shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Table 2). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year (April 1<sup>st</sup> of the present year to March 31<sup>st</sup> of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Village will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

TABLE 2 – 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	NA
Administrative Associate	\$62	\$76

## **ARTICLE V - Termination**

Section 501. 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 VI – Insurance/Liability**

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. 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.

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 operation of this Agreement.

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 intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

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.

## **ARTICLE VII – Miscellaneous**

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 (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. 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.

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

No waiver by the 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.

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.

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

All notices required or permitted to be given under this Agreement shall be in writing and shall be made at the addresses indicated above. The notice or correspondence shall be effective when actually received by the party to which it is directed, whether transmitted by mail, courier, facsimile or personal delivery.

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**

**VILLAGE OF GOUVERNEUR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Ronald McDougall  
Village Mayor

ACKNOWLEDGEMENTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Ronald McDougall, who being duly sworn, did dispose and says that he resides in Gouverneur, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Village of Gouverneur.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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

**GIS WEB-BASED HOSTING AGREEMENT**

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

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**VILLAGE OF PHILADELPHIA**, a municipal corporation of the State of New York having an office building and principal place of business located at 56 Main Street, Philadelphia, NY 13673, 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**

1. In June of 2019, the Village partnered with the Village of Gouverneur, the Town of Madrid, and the Village of Rensselaer Falls, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Village was provided with GIS hosting services at no additional cost for a period commencing November. 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Town to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Village Board, at its duly convened meeting held on \_\_\_\_\_, 20\_\_\_\_, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
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
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### ARTICLE I - Definitions

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- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

### ARTICLE II - Scope of Services

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

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Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or developing new datasets, all as requested of the Authority by the Village will be reimbursed as described in Section 402.

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**ARTICLE IV – Compensation**

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Section 501. 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 VI – Insurance/Liability**

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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 operation of this Agreement.

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 intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

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.

## **ARTICLE VII – Miscellaneous**

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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.

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

No waiver by the 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.

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

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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**

**VILLAGE OF PHILADELPHIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Matthew Montroy  
Village Mayor

ACKNOWLEDGEMENTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Matthew Montroy, who being duly sworn, did dispose and says that he resides in Philadelphia, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Village of Philadelphia.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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

**GIS WEB-BASED HOSTING AGREEMENT**

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
VILLAGE OF RENSSELAER FALLS**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**VILLAGE OF RENSSELAER FALLS**, a municipal corporation of the State of New York having an office building and principal place of business located at 212 Rensselaer Street, Rensselaer Falls, NY 13680, 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**

1. In June of 2019, the Village partnered with the Village of Gouverneur, the Town of Madrid, and the Village of Philadelphia, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Village was provided with GIS hosting services at no additional cost for a period commencing November 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
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3. The Village Board, at its duly convened meeting held on \_\_\_\_\_, 20\_\_\_\_, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
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Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

## **ARTICLE V - Termination**

Section 501. **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 VI – Insurance/Liability**

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. 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.

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 operation of this Agreement.

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 intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

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.

## **ARTICLE VII – Miscellaneous**

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 (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. 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.

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

No waiver by the 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.

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.

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

All notices required or permitted to be given under this Agreement shall be in writing and shall be made at the addresses indicated above. The notice or correspondence shall be effective when actually received by the party to which it is directed, whether transmitted by mail, courier, facsimile or personal delivery.

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**

**VILLAGE OF RENSSELAER FALLS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Michael Hammond  
Village Mayor

ACKNOWLEDGEMENTS

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

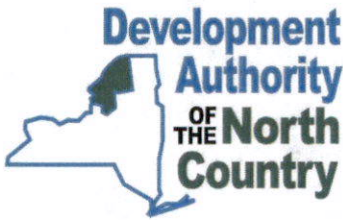
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Michael Hammond, who being duly sworn, did dispose and says that he resides in Rensselaer Falls, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Village of Rensselaer Falls.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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. 2020-10-111**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT**  
**LEWIS COUNTY**  
**TURIN BRICK BLOCK BUILDING**

Whereas, pursuant to **Resolution No. 2017-06-65**, the Development Authority of the North Country (Authority) and Lewis County (County) entered into an Agreement dated June 17, 2017 to provide Geographic Information System (GIS) services to the County, and

Whereas, the Authority has assisted the Village of Lyons Falls, Lewis County Development Corporation, and Lewis County Industrial Development Agency in the demolition of the Former Lyons Falls Pulp and Paper Mill in the County of Lyons Falls located in Lewis County.

Whereas, the County has condemned the structure known as the Brick Block Building located in the Village of Turin at the intersection of New York State Route 26 and Lewis County Route 38, and

Whereas, the County desires to obtain ownership and demolish the Brick Block Building in the interest of public safety and economic development, and

Whereas, the County will be soliciting proposals from firms to complete a Hazardous Materials Survey of the site to aid in the development of an overall project budget, and

Whereas, the County is desirous of receiving project management services from the Authority to assist with managing the hazardous material survey and developing the project scope, budget, and schedule,

Whereas, the total cost to deliver these services shall not exceed \$5,000.

Now, therefore be it

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

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

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. 2020-10-111 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.



Frederick J. Carter  
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
TURIN BRICK BLOCK BUILDING**

**WITH**

**LEWIS COUNTY**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between:

**LEWIS COUNTY**, a municipal corporation of the State of New York having an office building and principal place of business located at 7660 North State Street, Lowville, NY, 13367, herein after referred to as "County",

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 Authority has been under contract by the Lewis County since 2017, providing Geographic Information System (GIS) Web-Based Hosting Agreement.
- 2) The Authority has assisted the Village of Lyons Falls, Lewis County Development Corporation, and Lewis County Industrial Development Agency in the demolition of the Former Lyons Falls Pulp and Paper Mill in the County of Lyons Falls located in Lewis County.
- 3) The County has condemned the structure known as the Brick Block Building located in the Village of Turin at the intersection of New York State Route 26 and Lewis County Route 38.
- 4) The County desires to obtain ownership and demolish the Brick Block Building in the interest of public safety and economic development.
- 5) The County will be soliciting proposals from firms to complete a Hazardous Materials Survey of the site to aid in the development of an overall project budget.

- 6) The County is desirous of receiving project management services from the Authority to assist with the project oversight.
- 7) 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 consists of several phases as follows:

#### **A. Phase 1:**

##### **a. Hazardous Material Assessment**

The Authority will solicit quotes from firms to complete a Pre-Demolition Hazardous Materials Survey. The Authority will review, comment, and make a recommendation on quotes received to the County.

##### **b. Project Development**

The Authority will utilize the results of the Hazardous Material Survey to develop an overall project scope, budget, and schedule to be utilized by the County to solicit funding. Solicitation of funding and financial assistance is not included in Phase 1 as the scope, budget, and construction schedule are not known at the time of the agreement. An amendment will be provided if these services are requested at a later date.

#### **B. Phase 2:**

##### **a. Bid Phase Services**

The Authority will compile bid documents for construction activities, facilitate bid process, review bids, and recommend award.

#### **C. Phase 3**

##### **a. Construction Phase Services**

The Authority will oversee construction contracts, provide periodic inspection during construction, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punchlist, complete construction contract closeout.

**b. Grant Administration**

The Authority will review existing funding contracts, budgets, work Programs, progress reports and other project related documents to gain a thorough understanding of the baseline conditions for each grant. The Authority will modify budgets with the funding agencies as necessary to reflect the current project priorities, complete progress reports required by funding agencies, track and report on M/WBE compliance and other grant stipulations, maintain current project budgets versus actual costs, complete disbursement requests for reimbursement, complete project close-out documents, and other reports as required by the funding agencies.

2. The County shall pay the Authority for services 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 \$5,000, assuming the Authority is given notice to proceed on the project by January 1, 2021 and the duration of the project will be no longer than 90 days. This agreement will terminate when the scope of services is completed for Phase 1 or at which time the County elects to discontinue services. Should the County elect to proceed with Phase 2 or Phase 3 services, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the County within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 3/31/21

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

3. The County 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.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the County as additional insured on the liability policy.
5. The County shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The County 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 County, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the County against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the County 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 County will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the County. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The County 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 County arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Title: Executive Director

**COUNTY OF LEWIS**

By: \_\_\_\_\_  
Ryan Piche  
Title: County Manager

ACKNOWLEDGEMENTS

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

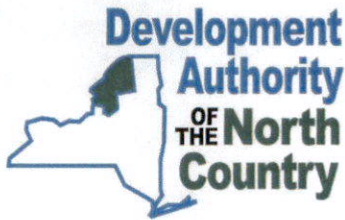
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, who being duly sworn, did dispose and says that he resides in \_\_\_\_\_ New York; that he is the County Manager of Lewis County described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the County of Lewis.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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. 2020-10-112**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT  
RT 3 SEWER FACILITIES BOARD OF COMMISSIONERS  
GREAT BEND PUMP STATION FIBERGLASS HUT REPLACEMENT  
PROJECT**

Whereas, pursuant to **Resolution No. 2019-09-95**, the Development Authority of the North Country (Authority) and the Route 3 Sewer Facilities Board of Commissioners (Board) entered into an Agreement dated September 11, 2019 to provide Technical Services related to completing an asset management plan for the wastewater infrastructure, and

Whereas, the Board has requested additional technical services from the Authority to assist with implementation of the recommendation in the asset management plan to replace the four Great Bend fiberglass pump station huts, and

Whereas, this project will involve project management and oversight through the completion of this project and design/bid phase services. The total cost of this project shall not exceed \$14,000.

Now, therefore be it


**RESOLVED**, that the **Technical Services Agreement for Great Bend Pump Station Fiberglass Hut Replacement Project** by and between the Authority and the **Route 3 Sewer Facilities Board of Commissioners**, for a total not to exceed contract amount of **\$14,000**, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-112 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
\_\_\_\_\_  
Frederick J. Carter  
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
GREAT BEND PUMP STATION FIBERGLASS HUT REPLACEMENT PROJECT**

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

This Agreement entered into this 14 day of September 2020, by and between:

**BOARD OF COMMISSIONERS FOR THE ROUTE 3 SEWER FACILITIES** ("Board" or "Board of Commissioners"), as authorized under an Inter-Municipal Agreement dated May 15, 2003 between the Town of Champion, the Town of LeRay, the Town of Pamela, the Town of Rutland, the Village of Black River,

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 Board has requested technical services from the Authority to assist with the implementation of the recommendation to replace the four Great Bend fiberglass pump station huts provided in an April 2020 Asset Management Plan completed by the Authority and presented to the Board. The Board selected the Authority to assist the Board with this task. **A copy of this Resolution has been attached as Exhibit A.**
- B. The Authority completed an Asset Management Plan for the Board under an agreement dated September 19, 2019. The Authority currently provides web-based GIS hosting services and Operation and Maintenance Services to the Board under an agreement dated December 10, 2018.
- 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. The scope of services to be performed by the Authority consists of several phases as follows:

A. Phase 1:

a. Project Management

The Development Authority will assist the Board with the management of the project by:

- Facilitating Project Meetings (as necessary);
- Developing detailed project budgets;
- Developing project scoping documents;
- Coordinating with vendors to obtain quotes, and facilitating execution of contracts with the Board to complete project tasks.

b. Design/Bid Phase Services

The Authority will provide limited design services for the Great Bend Fiberglass Hut Replacement. This proposal assumes that the scope of the improvements to the Great Bend Fiberglass huts will be limited to the following: 1) replacement of the huts within the existing footprint of the building; 2) no changes will be necessary to the foundations of the pump stations; 3) no upgrades will be made to the equipment within the pump stations; and 4) bids will be received for both fiberglass replacement as well as stick built replacement so the Board can review the costs and make a decision on which option they would prefer. The Board will need a direct contract with an engineer to provide the drawings to be included in the bid documents for the stick built hut replacements. If the Board elects to pursue a bid including both options of Fiberglass hut replacement as well as stick built hut replacements. The Authority will work with the Board to obtain these services and implement the design into the bid documents for the project.

The Authority will compile bid documents for construction activities, facilitate bid process, review bids and recommend award.

The Authority will also assist the Town with the completion of permitting and planning activities associated with the project including completion of basic SEQR, and SHPO.

B. Phase 2:

a. Construction Phase Services

The Authority will oversee construction contracts, provide periodic inspection during construction, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punchlist, complete construction contract closeout.

Note: The scope of services may be adjusted as the work progresses, by mutual consent of the parties.

2. The Board shall pay the Authority for services 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 \$14,000. This agreement will terminate when the scope of services is completed for Phase 1 or at which time the Board elects to discontinue services. Should the Board elect to proceed with Phase 2 services, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The cost of construction phase services will be dependent on whether the board elects to proceed with replacement in-kind of the fiberglass huts or replacement with stick built structures. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Board within 30 days of receipt of each invoice.

TABLE 1

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

3. The Board shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Board shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Board as additional insured on the liability policy.
5. The Board shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Board 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 Board, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Board against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in

any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Board 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 Board will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Board. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Board 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 Board arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Board and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Board or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

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

**ROUTE 3 SEWER BOARD**

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: Ronell C Taylor  
Ron Taylor  
Chairperson of the Board

By: \_\_\_\_\_  
Carl Farone  
Executive Director

**ACKNOWLEDGEMENTS**

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

On this 18 day of September, before me personally came Ron Taylor, who being duly sworn, did dispose and says that he resides in the Town of LeRay, New York; that he is authorized to sign this Agreement on behalf of the Board described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Board.

MARY C SMITH  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 015145021325  
Commission Expires Dec. 13, 2021

Mary C Smith  
NOTARY PUBLIC

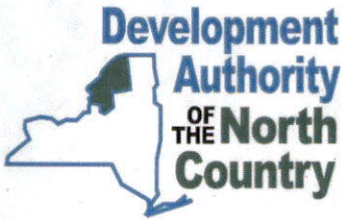
STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF JEFFERSON    )

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came Carl Farone, 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

1933

1933



**Board Resolution No. 2020-10-113  
October 22, 2020**

**TECHNICAL SERVICES AGREEMENT  
WESTELCOM**

Whereas, Westelcom has been a Geographic Information Systems (GIS) hosting customer of the Development Authority of the North Country's (Authority) since 2015, and

Whereas, pursuant to **Resolution No. 2020-08-95** Westelcom was provided with a new five year contract for GIS hosting services by the Authority; however, Westelcom elected to host their data internally instead of renewing their contract, and

Whereas, a Westelcom has requested a revised technical services agreement for GIS services that does not include an annual fee for hosting services and instead provides provisions for Westelcom to request GIS services as needed, including data support, data development, and field work, and whereby Westelcom 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 October 1, 2020 through September 30, 2025.

Now, therefore, be it

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

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-113 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

Frederick J. Carter  
Board Chairman

**TECHNICAL SERVICES AGREEMENT FOR GIS SERVICES**  
**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**&**  
**WESTELCOM**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between:

**WESTELCOM NETWORK, INC.** a corporation of the State of New York having an office building and principal place of business located at 2 Champlain Avenue, Westport, NY 12993 herein after referred to as "Westelcom",

And

**DÉVELOPMENT 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 Telecommunication Infrastructure data for the Authority.
2. In 2015, Westelcom executed an agreement with the Authority for GIS hosting services for Westelcom pole and line data in Jefferson, Franklin, Essex and Clinton counties. Westelcom's original GIS Hosting Agreement period was September 1, 2015 through August 31, 2020.
3. Westelcom has now implemented its own GIS program and is capable of hosting and managing its own data. The purpose of this agreement is to provide provisions for Westelcom to receive technical support for their GIS program 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	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	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.

### **ARTICLE II - Scope of Services**

Section 201. Base Services. The Authority will provide Westelcom 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 Westelcom.
  - a. Requests that require less than 4 hours of Authority staff time to complete can be made by Westelcom 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 Westelcom.
  - a. Field work and data development requests that require greater than 4 hours of Authority staff time to complete will be made by Westelcom 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 Westelcom in order to proceed.

### **ARTICLE III – Term**

Section 301. Term. The term of this Agreement shall be five (5) years beginning on October 1, 2020, and ending September 30, 2025, provided that Westelcom and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

**ARTICLE IV – Compensation**

Section 401. Compensation. Westelcom 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 1<sup>st</sup> 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 Westelcom within 30 days of receipt.

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

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Project Engineer (GIS)	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

**ARTICLE V - Termination**

Section 501. Termination. Westelcom and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice, provided however, that Westelcom shall pay the Authority all costs incurred by the Authority to the date of termination.

**ARTICLE VI – Insurance/Liability**

The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name Westelcom as additional insured on the liability policy. Westelcom 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.

Westelcom 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.

The Authority will at all times indemnify and save harmless Westelcom 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.

The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to Westelcom 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. Westelcom 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.

#### **ARTICLE VII – Miscellaneous**

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 Westelcom. Such records shall be retained by the Authority for a minimum of seven (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. 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. Westelcom 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 Westelcom arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

The Authority is an independent contractor with respect to Westelcom, and this Agreement does not create, and shall not be construed as creating, any relationship of principal and agent, landlord and tenant, or employer and employee.

No waiver by Westelcom 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.

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.

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

All notices required or permitted to be given under this Agreement shall be in writing and shall be made at the addresses indicated above. The notice or correspondence shall be effective when actually received by the party to which it is directed, whether transmitted by mail, courier, facsimile or personal delivery.

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**

**WESTELCOM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

\_\_\_\_\_  
President

ACKNOWLEDGEMENTS

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

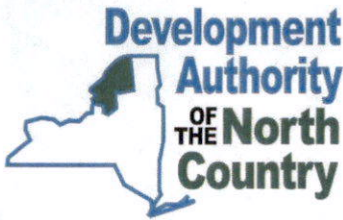
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_, who being duly sworn, did depose and says that he resides in \_\_\_\_\_ New York; that he is the President of Westelcom described herein, and which executed the foregoing instrument; and that he signed his name thereto as an authorized signatory of Westelcom.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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. 2020-10-114**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT No. 1**  
**VILLAGE OF ALEXANDRIA BAY**  
**CASINO ISLAND PROJECT MANAGEMENT AND GRANT**  
**ADMINISTRATION**

Whereas, pursuant to **Resolution No. 2019-05-55**, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated April 9, 2019 to provide Construction Administration and Grant Administration services for an amount not to exceed \$11,000, and

Whereas, the scope of the project has been revised by the Village to include the construction of a new pedestrian access ramp from the bridge to the island extending substantial project completion to May 31, 2021, and

Whereas, the Village has requested the Authority to continue to provide Construction and Grant Administration, and

Whereas, the extended project schedule and additional grant administration will result in additional expenses of \$6,000, bringing the not to exceed amount of the contract to \$17,000.

Now, therefore be it

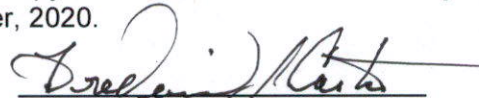
**RESOLVED**, that the **Technical Services Agreement Amendment No. 1**, by and between the Authority and the Village of Alexandria Bay, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-114 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

**AMENDMENT NO. 1  
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
CASINO ISLAND PROJECT MANAGEMENT AND GRANT ADMINISTRATION**

**WITH THE  
VILLAGE OF ALEXANDRIA BAY**

Whereas, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated April 9, 2019 to perform Construction Administration Phase and Grant Administration services for the Casino Island Rehabilitant Project for an amount not to exceed \$11,000. These services are detailed in Section 1.A and 1.B of the original agreement, and

Whereas, the scope of the project has been revised to include the construction of a new pedestrian access ramp from the bridge to the island extending substantial completion to May 31, 2021, and

Whereas, the Village has requested the Authority to continue to provide Construction and Grant Administration, and

Whereas, the extended project schedule and additional grant administration will result in additional expenses of \$6,000 based on a May 31, 2021 substantial completion.

Now, therefore, the Authority and the Village agrees to amend the amount of the agreement to \$17,000.

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.

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**VILLAGE OF ALEXANDRIA BAY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Title: Executive Director

By: \_\_\_\_\_  
Steven Jarvis  
Title: Mayor

ACKNOWLEDGEMENTS

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

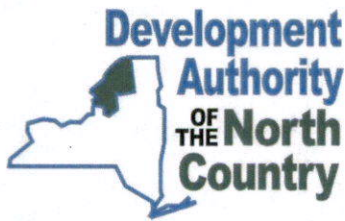
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came Steven Jarvis, who being duly sworn, did dispose and says that he resides in Alexandria Bay, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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. 2020-10-115**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT No. 1**  
**VILLAGE OF ALEXANDRIA BAY**  
**WATER TREATMENT PLANT ASSESSMENT AND GRANT WRITING**

Whereas, pursuant to **Resolution No. 2019-03-45**, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated March 21, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a grant application, request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Village's Water Treatment Plant Assessment Project, and

Whereas, the Village released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Water Treatment Plant. BCA Architects and Engineers (BCA) was awarded the contract, and

Whereas, the Village has requested the Authority to expand its scope of services to include project management for the preliminary engineering phase to include: assistance with the development and review of the report; and assistance with the development of project funding strategy. Additional assistance with design and construction phase services will be authorized through future amendments.

Whereas, the additional work to proceed with the preliminary engineering phase of the project will result in additional expenses of \$4,500, assuming a duration of six months, bringing the not to exceed amount of the contract to \$10,000.

Now, therefore be it

**RESOLVED**, that the **Technical Services Agreement Amendment No. 1**, by and between the Authority and the Village of Alexandria Bay, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

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. 2020-10-115 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

**AMENDMENT NO. 1  
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
WATER TREATMENT PLANT ASSESSMENT AND GRANT WRITING**

**WITH THE**

**VILLAGE OF ALEXANDRIA BAY**

Whereas, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated March 21, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a grant application through the United States Department of Agriculture Rural Development Predevelopment Planning Grant, development of a request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Village's Water Treatment Plant Assessment Project; and

Whereas, the Village authorized BCA Architects and Engineers to proceed with the development of the preliminary engineering report; and

Whereas, the Village has requested the Authority to expand its scope of services to include project management for the preliminary engineering phase of the project to include: assistance with the development and review of the report; and assistance with the development of project funding strategy. Additional assistance with design and construction phase services will be authorized through future amendments.

Whereas, the additional work to proceed with the preliminary engineering phase of the project will result in additional expenses of \$4,500 assuming a duration of six months, bringing the not to exceed amount of the contract to \$10,000.

Now, therefore, the Authority and the Village agree to amend the March 21, 2019 Technical Services Agreement to \$10,000.

The return of one signed copy of the 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.

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

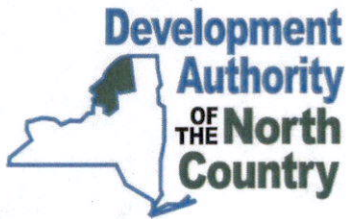
**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**VILLAGE OF ALEXANDRIA BAY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Title: Executive Director

By: \_\_\_\_\_  
Steven Jarvis  
Title: Mayor





**Board Resolution No. 2020-10-116**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT No. 3**  
**VILLAGE OF LYONS FALLS**  
**PHASE 4 ENGINEERING AND REDEVELOPMENT PLANNING**

Whereas, pursuant to **Resolution No. 2018-05-59**, the Development Authority of the North Country (Authority) and the Village of Lyons Falls (Village) entered into an Agreement dated May 21, 2018 to provide Engineering Services and Redevelopment Planning Services, for an amount not to exceed \$35,000, and

Whereas, pursuant to **Resolution No. 2019-09-94**, the Authority entered into Amendment 1 dated September 20, 2019 to increase the Authority's scope due to delays in the project extending demolition activities until December 2019, thereby resulting in additional expenses of \$20,000, and

Whereas, pursuant to **Resolution No. 2020-03-37**, the Authority entered into Amendment 2 dated April 27, 2020 to increase the Authority's scope due to final debris removal/site grading, and site improvements will occur in the Spring 2020 and the award of a State and Municipal Facilities Program ("SAM") Grant in the amount of \$200,000, thereby resulting in additional expenses of \$10,000, and

Whereas, funding agency acceptance of the SAM Grant scope of work did not occur until August 2020 extending the project schedule to 2021, and necessary site improvements consisting of extending water and sewer service into the property have been identified as crucial for future site development, and the Authority's assistance has been requested to coordinate the development of these improvements, and

Whereas, the additional design coordination and the project schedule extending to July 31, 2021 will result in additional expenses of \$15,000, bringing the not to exceed amount of the contract to \$80,000.

Now, therefore be it

**RESOLVED**, that the Technical Services Agreement Amendment No. 3, by and between the Authority and the Village of Lyons Falls, 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. 2020-10-116 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

**AMENDMENT NO. 3  
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
PHASE 4 - TECHNICAL SERVICES AGREEMENT FOR ENGINEERING AND REDEVELOPMENT  
PLANNING**

**WITH THE  
VILLAGE OF LYONS FALLS**

Whereas, the Development Authority of the North Country (Authority) and the Village of Lyons Falls (Village) entered into an Agreement dated May 21, 2018 to provide Engineering Services and Redevelopment Planning services for the former Lyons Falls Paper Mill for an amount not to exceed \$35,000, and

Whereas, the Phase 4 project was scheduled to be substantially complete with demolition activities by August 31, 2019 but due to site conditions and issuing a change order for the demolition of Building 21 the project schedule was extended until December 2019 creating additional cost in the amount of \$20,000 in accordance with Amendment No. 1, and

Whereas, the Phase 4 project was scheduled to be substantially complete by December 2019 but due to the discovery of asbestos in Building 21 and the award of a State and Municipal Facilities Program ("SAM") Grant, final debris removal/site grading, and site improvements were to occur in the Spring 2020 creating additional cost in the amount of \$10,000 in accordance with Amendment No. 2, and

Whereas, funding agency acceptance of the SAM Grant scope of work did not occur until August 2020 extending the project schedule to 2021, and necessary site improvements consisting of extending water and sewer service into the property have been identified as crucial for future site development, and the Authority's assistance has been requested to coordinate the development of these improvements, and

Whereas, the additional design coordination and the project schedule extending to July 31, 2021 will result in additional expenses of \$15,000.

Now, therefore, the Authority and the Village agree to amend the amount of the original agreement to \$80,000.

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.

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Title: Executive Director

**VILLAGE OF LYONS FALLS**

By: \_\_\_\_\_  
Anne Huntress  
Title: Mayor

ACKNOWLEDGEMENTS

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

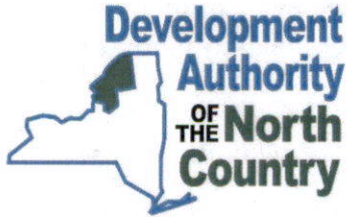
On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came Anne Huntress, who being duly sworn, did dispose and says that he resides in Lyons Falls, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, 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. 2020-10-117**  
**October 22, 2020**

**COMMUNITY RENTAL HOUSING PROGRAM  
REGIONAL REDEVELOPMENT HOUSING PROGRAM  
NEIGHBORS OF WATERTOWN, INC.  
LOAN AUTHORIZATION**

Whereas, **Resolution No. 2017-02-11** authorized a commitment of \$152,000 comprised of \$41,533 grant and \$110,467 loan from the Community Rental Housing Program to Neighbors of Watertown to renovate 825 Academy Street, and

Whereas, subsequent to the loan approval a hazardous materials assessment was conducted on the property and friable asbestos was found to be in the walls which increased the project costs by an additional \$40,000, and

Whereas, at its meeting on October 17, 2017, the Project Development Committee rescinded **Resolution No. 2017-02-11**, and

Whereas, **Resolution No. 2017-12-119** approved a construction loan in the amount of \$200,000 to Neighbors of Watertown from the Community Rental Housing Program NDC program for the renovation of 825 Academy Street, and

Whereas, **Resolution No. 2019-06-78** approved a loan/grant for permanent financing not to exceed \$100,000 (\$50,000 loan/\$50,000 grant) from the Community Rental Housing Program Regional Redevelopment Housing Program for the rehabilitation of 825 Academy Street, and

Whereas, the project is complete and Neighbors of Watertown is marketing the property for sale to a qualified low-income buyer, however it has not yet sold, and

Whereas, the current balance on the construction loan is \$161,349.11, and

Whereas, Neighbors of Watertown would like to convert the construction loan to permanent financing, and

Whereas, Neighbors of Watertown has asked if the Authority would consider terming out the construction loan until a buyer can be found and bank financing identified to replace the Authority debt, and

Whereas, the Authority already has a mortgage on the property and it is in the Authority's interest to maintain the first mortgage position until a qualified buyer is identified, and

Whereas, **Resolution No. 2016-02-14** established the Regional Redevelopment Housing Program to allow for a grant/loan combination to renovate homes within the NDC program, and

Whereas, since 2017, several houses adjacent to 825 Academy Street have undergone substantial rehabilitation and the City has targeted CDBG housing funds to improve housing conditions in this neighborhood, and

Whereas, investments by the Authority, City and Neighbors of Watertown are making a significant impact on the quality of housing in this neighborhood.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby approve a loan/grant not to exceed \$161,349.11 (\$50,000 grant/\$111,349.11 loan) from the Community Rental Housing Program Regional Redevelopment Housing Program to Neighbors of Watertown, Inc. for the renovation of 825 Academy Street, Watertown, and authorizes the Executive Director or Chief Financial Officer to execute all appropriate documents necessary to execute the loan, and be it further

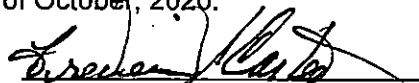
**RESOLVED**, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Motion by: 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. 2020-10-117 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

## **TERM SHEET**

**Borrower:** Neighbors of Watertown, Inc.

**Loan Fund:** Community Rental Housing Program – Regional  
Redevelopment Housing Program

**Amount:** \$161,349.11 (\$50,000 grant/\$111,349.11 loan)

**Loan Term:** 180 months

**Loan Rate:** 1%

**Loan Payment:** Monthly principal and interest payments

**Collateral:** First mortgage on real estate located at 825 Academy  
Street, Watertown.

**Conditions:** Recapture provision on grant over 10 years if sold to non-  
income qualified Buyer in the future (income at or above  
100% of the area median income)

## COMMUNITY RENTAL HOUSING PROGRAM

**BORROWER:** Neighbors of Watertown, Inc.

**LOCATION:** Business: 112 Franklin Street, Watertown, NY 13601  
Project: 825 Academy Street, Watertown, NY 13601

**AMOUNT:** \$161,349.11 (*originally \$100,000*)  
Regional Redevelopment Housing Program - \$111,349.11  
loan/\$50,000.00 Grant

**TERM:** up to 15 years (*can be assigned to homeowner*)

**RATE:** 1%

**PAYMENTS:** **Revised: Monthly principal and interest over the term of the loan.** (Originally interest to accrue and be paid upon sale of the home.) Loan could be assumed by buyer at the above mentioned rate and term.

**COLLATERAL:** First mortgage on real estate located at 825 Academy Street, Watertown, NY 13601

**USE OF FUNDS:** Renovate 2-family duplex

### SOURCES OF FUNDS

#### Original

RRHP Loan	\$50,000
RRHP Grant	\$50,000
ESPRI Grant	\$30,000
CDBG	\$39,000
Bank Mortgage	<u>\$57,946</u>
Total Sources	\$226,946

#### Revised

RRHP Loan	\$110,349
RRHP Grant	\$50,000
ESPRI Grant	\$30,000
CDBG	\$39,000
Total Sources	<u>\$229,349</u>

### USES OF FUNDS

Rehabilitation	\$206,809
Construction Mngt	\$ 10,000
Closing Costs	\$ 4,319
Interim Costs	\$ 5,818
Total Uses	<u>\$226,946</u>

Rehabilitation	\$209,212
Construction Mngt	\$ 10,000
Closing Costs	\$ 4,319
Interim Costs	\$ 5,818
Total Uses	<u>\$229,349</u>

## COMMUNITY RENTAL HOUSING PROGRAM

**\*Resolution No. 2017-12-119** approved a loan up to \$200,000 from the CRHP NDC program for the renovation of 825 Academy Street. To date they have drawn \$161,349.11. This loan was going to be paid down with the proceeds from the bank mortgage. As there is not a buyer for the property, Neighbors has asked if the Authority would term out the additional \$61,349.11.

### BACKGROUND:

**Resolution #2016-02-14** established the Regional Redevelopment Housing Program within the Community Rental Housing Program. The Board approved setting aside \$1 million from the CRHP to establish this grant/loan program to be utilized with the NDC program. The program allows for a max grant per unit of \$25,000 and a max loan per unit of \$25,000 not to exceed \$50,000 in total grant/loan per unit. It was created to reduce blight in communities across the region by renovating these properties. In some instances, the projects may need subsidies in order to make the project affordable to the neighborhood or community.

### PROJECT:

Neighbors of Watertown, the Development Authority, and the City of Watertown entered into a Memorandum of Understanding (NDC Program) in 2016 to work together on improving the housing stock in the City of Watertown. Per the Agreement, Neighbors acquires properties from the City and then renovates and sells them utilizing construction financing from the Authority.

The property located at 825 Academy Street, City of Watertown, is the first home to be selected for the newly created Regional Redevelopment Housing Program. It also utilizes construction financing through the NDC Program as well. The duplex will be completely renovated and ready for resale.

The property is a 2 family duplex. The first floor unit is planned as a 2 or 3 bedroom unit at approximately 1,700 square feet. The 2<sup>nd</sup> floor unit will likely be a 2 bedroom unit at approximately 1,400 square feet. An "After Rehab Value" (ARV) Appraisal was completed and the ARV for this property once renovated is \$123,000.



## COMMUNITY RENTAL HOUSING PROGRAM

Neighbors of Watertown has begun renovation of the property. The property will be marketed for sale to an income qualified homeowner with an income at or below 60% of the area median income. However, the project requires a deep subsidy in order to be affordable to an individual at or below 60% of the area median income. This income level was identified as the City is utilizing Empire State Poverty Reduction Initiative funds in this project. ESPRI is an initiative to move people from poverty to self-sufficiency. This property would be a good property for an income eligible homeowner as it will provide quality housing for the individual while providing rental income to help off-set mortgage costs, taxes, and insurance. The plan is to have all work completed and the home ready for sale in the next 6 -8 months.

The Project Development Committee previously reviewed this project and had approved funding through the Regional Redevelopment Housing Program. However, a hazardous materials assessment was completed and identified asbestos which increased the cost of the project. At the same time, the Authority was looking at neighboring properties to potentially acquire and rehabilitate. At its October 17, 2017 meeting, the Project Development Committee rescinded its commitment to this project.

Since 2017, the projects that the Authority were considering were sold to private individuals. 831 Academy Street is in the midst of a substantial rehabilitation by a private individual. 903 Academy Street, which is the four-unit apartment complex, was purchased by a private individual and will be renovated into 3 units. Neighbors of Watertown is working with the property owner to provide CDBG assistance for this rental rehabilitation. In addition, the City targeted CDBG funds to the Academy Street area. Neighbors of Watertown has completed 1 owner-occupied rehabilitation and has 2 rental rehabilitations in progress. They also have 1 rental rehabilitation on Boyd Street and one rental rehabilitation on Arlington Street in progress. These streets are adjacent to Academy. In total this accounts for 9 rental units.

### Summary

The completion of 825 Academy Street will complement the work being conducted to improve the quality of the housing in this neighborhood. It is consistent with the goals and objectives of the Regional Redevelopment Housing Program.

The \$100,000 would be a \$50,000 grant and \$50,000 loan. We would have a second mortgage of \$100,000 on the property behind the senior lender. The grant would have a 10-year recapture provision if the property is sold to a non-income qualified buyer (one having an income at or above 100% of the area median income.) The loan would initially be made to Neighbors of Watertown with the intention that it would be assumed by the buyer and amortized over 15 years at 1%. The loan would be interest only during the time that Neighbors of Watertown owns the property. Accrued interest would be paid at the time of the sale to the ultimate buyer.

The outstanding balance of the Authority's existing construction loan will be paid at the loan closing with the buyer.

### Funding Analysis

## COMMUNITY RENTAL HOUSING PROGRAM

All in costs (rehabilitation, contingency, closing costs, interim)	\$229,349
Proposed Sale Price (as completed value)	\$123,000
<b>Project Subsidy</b>	<b>\$106,349</b>
Per unit subsidy	\$53,175
*Per unit cost for abatement & abatement disposal	\$27,412

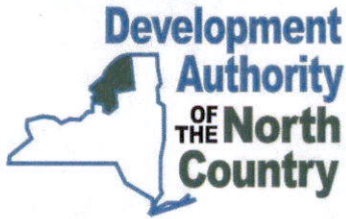
\*It is important to keep in mind that \$54,824 of cost in this project was for abatement and abatement disposal. These are sunk costs that do not add value to the property.

### Collateral

825 Academy Street (After Rehab Value)	\$123,000
Collateral Available for DANC Loan	\$123,000
DANC Loan	(\$111,349)
<b>LTV</b>	<b>.91</b>

### Staff Recommendation

Staff recommends that we increase the loan amount to \$111,349 and keep the grant at \$50,000 for a total amount of \$161,349 to Neighbors of Watertown funded as follows: \$50,000 from CRHP Regional Redevelopment Housing Program as a grant, and \$111,349 from CRHP Regional Redevelopment Housing Program as a loan. The funds were used to renovate the duplex located at 825 Academy Street, Watertown.



**Board Resolution No. 2020-10-118**  
**October 22, 2020**

**NORTH COUNTRY VALUE ADDED AGRICULTURE  
REVOLVING LOAN FUND  
TUG HILL VINEYARDS, LLC**

Whereas, **Resolution No. 2014-10-07** established the North Country Value Added Agriculture Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee has the authorization to commit loans of up to \$250,000 with the Authority Board ratifying the loan at its next meeting, and

Whereas, the Regional Loan Review Committee met October 6, 2020 to review an application from Tug Hill Vineyards, LLC, requesting \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund in order to acquire the vineyard and event facility located in Lowville, NY, and

Whereas, the committee felt that it met the criteria of the loan program in increasing the availability of value added agricultural products to market as well as supporting local farm to table initiatives, and

Whereas, the Regional Loan Review Committee approved a commitment of \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund subject to Empire State Development approval of the amount, and at the terms and conditions attached.

Now, therefore be it

**RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund to Tug Hill Vineyards, 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: T. Hefferon  
Seconded by: A. MacKinnon

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

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. 2020-10-118 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.



Frederick J. Carter  
Board Chairman

## TERM SHEET

**Borrower:** Tug Hill Vineyards, LLC

**Loan Fund:** North Country Value Added Agriculture Revolving Loan Fund [Empire State Development Funds]

**Amount:** \$300,000

**Loan Term:** 240 months

**Loan Rate:** 3%

**Loan Payment:** Regular monthly principal and interest payments to fully amortize the loan

**Collateral:** Third mortgage and assignment of rents and leases on 4051 Yancey Road, Lowville, NY 13367;

3<sup>rd</sup> lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of Tug Hill Vineyards, LLC

**Conditions:**

- Cash equity of a minimum of \$30,000 demonstrated by copies of cancelled checks and invoices
- Farm Credit East financing of \$870,000
- Farm Credit East line of credit of \$100,000
- Seller Financing of \$240,000
- Stand-by agreement for seller's debt
- Appraisal with minimum value of \$1,270,000 to have a 1:1 LTV
- Labor peace does not apply as it is an existing business
- Personal Guarantees of Jonathan Beller and Taren Loucks-Beller
- MWBE waiver as funds are for acquisition
- Copies of invoices, and cancelled checks or bank statements

## NORTH COUNTRY VALUE-ADDED AGRICULTURE FUND

**Borrower:** Tug Hill Vineyards, LLC

**Location:** Business: 10663 State Route 126, Carthage, NY 13619  
Project: 4051 Yancey Road, Lowville, NY 13367

**Ownership:** Jonathan Beller – 50%  
Taren Loucks-Beller – 50%

**Loan Amount:** \$300,000.00

**Term:** 240 months

**Rate:** 3%

**Payments:** Monthly principal and interest

**Guarantor:** Jonathan Beller and Taren Loucks-Beller

**Collateral:** Third mortgage on real estate located at 4051 Yancey Road, Lowville, NY 13367; second lien on all business assets

**Use of Funds:** Acquisition of real estate and assets

**Jobs:** Existing: 8 FTE;  
Years 1-3: 8 FTE

### Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>	
N.C. Value Added Fund	\$ 300,000.00-20%	Property	\$ 913,995.00
Farm Credit East	\$ 870,000.00	Inventory	\$ 240,000.00
Seller's	\$ 240,000.00	Assets	\$ 286,005.00
<u>Cash/Equity</u>	<u>\$ 30,000.00</u>		
<b>Total</b>	<b>\$1,440,000.00</b>	<b>Total</b>	<b>\$1,440,000.00</b>

Farm Credit East-assumes 20 years at 4%  
Seller-unsecured, 8 years, annual payment of \$30,000

### Background

Tug Hill Vineyards, LLC is owned by Jonathan and Taren Loucks-Beller. The business is seeking \$300,000 from the North Country Value Added Agriculture Fund to acquire the Tug Hill vineyards in Lewis County, NY. The vineyard is a significant value-added business in Lewis County. It has been

Tug Hill Vineyards, LLC

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September 21, 2020

on the market for 16 months with little local interest due to the complexity of the business. Mr. Beller lives in Lewis County and operates a farm. They want to see the vineyard locally owned and operated. In addition, they want to expand upon the farm to table experience as well.

The vineyard is located on a 40-acre parcel consisting of processing, entertaining and parking space along with 20 acres of grapes, 5 acres of blueberries, and the balance in apple, plum and pear trees, raspberries and currants. The Bellers' have chosen this location to fulfill their dream of owning a farm to table food service area along with a space for community events/celebrations and the ability to grow u pick fruits.



The site has three primary structures.

- The old dairy barn is now used for a shop, maintenance area along with a lot of unheated storage. This structure adds little value to the property but is valuable as a way to keep the rest of the estate looking nice.
- The processing building is a very nice multi use area. The building consists of a total of 4,000 s/f. It has a crush pad outside (to process the grapes into juice), and approximately 300 s/f that is set up for a second tasting room and the remainder for the production, storage and distribution of wine from the vine to the bottle. This area is diverse enough that they will also have space in the future for the production and distribution of apples into cider.
- The Estate house is the prominent feature of the property. It consists of a large, beautiful banquet room with a screened in porch overlooking the Black River Valley, approximately 8,000 s/f. Also included in this structure is a kitchen, walk in cooler and a large retail/wine tasting space. This building can be used year round and is the premier wedding venue in the area. The property will be purchased with it being in a unique area, surrounded by Amish farms, and yet close to Lowville, Utica and Watertown/Fort Drum. The property is well maintained, and except for routine maintenance, will not need any additional capital put into it for a number of years.

## **Management**

The management of the business will be primarily by the current employees with the Bellers stepping in as needed as well as covering additional work as the business grows. They currently help with events, and will continue to do so as they are one of the primary sources of income. They have experience with events and people through the farm as well as a lot of crop, fruit production experience.

The whole staff has agreed to continue employment with the vineyards and they have years of experience managing every aspect of the business. Cornell Cooperative Extension will continue to be an asset on the crop production side of the business working with the team on plant management. Nic Roes has also been with the vineyard since the first grape was planted and knows the operations. As he went to college and taught school for a few years, he still did all of the marketing, website and event management. He will become the manager moving forward and will be the main contact for the business.

Jon has been a manager at Beller Farms since 2004. He has helped to grow the business from 120 to 900 cows and oversees the staff and management pertaining to the animal side of the business as well as keeping up on the financial management. The staff of the farm consist of 12 full time and 6 part time employees and is also a part owner in Black River Valley Natural. He plans to continue working at the farm full time. He will manage crop production at the winery.

Taren has her BS in Agriculture and a Masters in Childhood Education along with certification in Students with Disabilities. She has been employed at Beaver River CSD for 15 years and currently teaches special education in the elementary. She will continue teaching, but hopes to transition into the venue side of the business working with brides and maintaining the charm of the winery.

## **Market**

The business has a very good market for the u pick, wines and entertainment at the Estate house. Wine production and sales have been very steady for years and show the quality of the product. Their goal is to maintain the wine production but grow the percentage that is sold on site. They will do this by hosting more events and pushing the house made beverages. The ultimate goal is to eliminate wholesale of their wines to attract more people to the site. They will also focus on targeted marketing via the web growing crowds from Watertown, Fort Drum and Utica. They are also looking to have a snowmobile trail come to the property to add to the success of the winter events. In the future, they would like to add an orchard and apple processing equipment. This would allow them to extend the season into the fall as well as launch their own line of hard cider. This would add 2-3 jobs and be a great way to keep more money local.

## **Competition**

There is limited competition locally. There are no other wineries in Lewis County with the closest in Jefferson. They also have the advantage of being one of few upscale eateries in the area. The biggest competition for dining would be Jeb's in Lowville. They have good food but do not have the healthy,

September 21, 2020

local options that the winery has. They would like to set the winery up to be the primary destination for special dinners and high quality foods as the area is lacking. For the entertainment side of the business the two main competitors will be Zero Dock Street in Carthage and The Willows, Lyons Falls.

### Financial Review

	2019	7/30/2020	2021
Income	\$749,324	\$318,562	\$851,400
Gross Profit	\$748,690	\$318,562	\$577,800
Expenses	\$629,113	\$313,343	\$530,860
Other Income/(Expenses)	(\$1,080)	\$6,921	\$0
Net Income	\$118,497	\$12,140	\$46,940
Add: Interest/Debt	\$15,918	\$8,577	\$102,000
Add: Rent/Lease	\$60,000	\$35,000	-----
Total Cash Available	\$194,415	\$55,717	\$148,940
Farm Credit East	\$63,264	\$36,904	\$63,264
DANC	\$19,965	\$11,646	\$19,965
Seller	\$30,000	\$17,500	\$30,000
Total Debt	\$113,229	\$66,050	\$113,229
DSC Ratio	1.72	.84	1.32

Sales Inc (Dec.)	----	----	13.6%
Gross Profit	----	----	.68
Expenses	.84	.98	.62

Farm Credit East-assumes 240 months at 4%

- The 2019 and 2020 information was internally prepared.
- Revenue in 2020 is comprised mostly of food and drinks, 38%, from Wine Down, brunch parties, and weddings. The retail shop (U pick, wine and spirits by the bottle) accounted for 34%.
- 2020 has been a surprisingly good year even with COVID. The business is historically essentially shut down from the first of the year through Mother's Day. This year, COVID extended that until Father's Day so they had to work hard and adapt quickly to ramp up sales. Most of the weddings planned for 2020 were rescheduled to 2021. Even with all of this, as of 10/1/2020 sales are within 5% of 2019.
- They implemented a few changes for 2020 that proved successful. They moved Wine Down outside and added more food and servers to serve guests. This increased sales from \$3000 a night to over \$6000 a night. They also added wine flights to the menu instead of wine tasting. This encouraged customers to spend more time at the vineyard and ultimately more money. They also added garden lunches three days a week.
- The Bellers are proposing a 13.6% increase in sales over 2019. Of the \$851,400 they are proposing in sales, 35% will come from retail/internet/gift shop sales of wine and other items,

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14% from lunches/brunches, 14% from 'Wine Down' events, 12% from wholesale, 12% from weddings, and 9% from special events. Upick accounts for 4% of sales.

- They expect 20 weddings in 2021 at \$5000 each. Lunches will be a new addition in 2021 complementing the brunches which had revenues of close to \$100,000 in 2018 and 2019. The winery held 116 Wine Down events in 2019. Wine Down is held weekly with live music and a changing limited menu to relax and 'wind down' after a long week.
- In 2021 they plan on adding an additional outdoor dining space just off the porch. This will allow them to expand wine down and Sunday brunch due to the extra space. The focus is not only on the wine but the farm to table aspect of the business as well.
- In year one, Cost of Goods Sold includes all expenses associated with revenues. It appears in the internally prepared 2019 profit and loss that the owners did not break out cost of goods but rather included them as operating expenses.
- Salary is projected to increase to \$210,000 up from \$140,000 in 2018 and \$150,000 in 2019.
- In terms of the cash flow analysis, I added back the interest and rent/lease which was paid to the sellers. While year-to-date there would not be sufficient cash flow to repay the new debt, the business also started up later this year in June while debt service was for the first 7 months.
- The business will also have a revolving line of credit with \$100,000 available for cash flow for the first 3-4 months from Farm Credit East. The term will be 7 years at 4%. This was not shown as part of the cash flow analysis.
- Based upon normal operations the business would have sufficient cash flow to repay debt.

	<b>At Loan Closing</b>
<b>Assets</b>	
Current	240,000
Fixed	1,200,000
Other	0
<b>Total Assets</b>	<b>1,440,000</b>
<b>Liabilities</b>	
Current	70,110
Long Term	1,339,890
<b>Total Liabilities</b>	<b>1,410,000</b>
Equity	30,000
<b>Total Liabilities &amp; Equity</b>	<b>1,440,000</b>

- Current assets comprised entirely of inventory at closing. Farm Credit East will provide a revolving line of credit with \$100,000 available for 7 years at 4%.
- Current liabilities comprised of current portion of long-term debt.

**Personal Financials:**

The Bellers' show \$1,562,000 in assets and \$252,000 in liabilities. Most of the assets are in real estate, \$510,000, and the farm. The primary liabilities are automobile loans and mortgages. He has a mortgage with a balance of \$95,850 on a rental property held by a family member. The other mortgage is for a rental property and is held by Farm Credit East with a balance of \$124,592. Neither mortgage shows up on their credit reports. Farm Credit East does not report to credit bureaus. The other is held by a private individual. They report an annual salary of \$120,000 and real estate income

Tug Hill Vineyards, LLC

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of \$24,000. Jonathan has a credit score of 793. He shows outstanding balances of \$48,106 primarily in installment loans of \$45066. He has no derogatory comments and all accounts are paid as agreed. Taren has a credit score of 793 with outstanding balances of \$42,293 primarily in installment loans of \$39,161. She has no derogatory comments and all accounts are paid as agreed.

**Collateral:**

	<b>Market</b>	<b>Discount</b>
Property (discounted at 75%)	\$940,900	\$705,675
Assets (discounted at 50%)	\$286,005	\$143,003
Total Collateral Value	\$1,226,905	\$848,678
Farm Credit East	(\$870,000)	(\$870,000)
Farm Credit East LOC	(\$100,000)	(\$100,000)
Collateral Available after Senior Mortgage	\$256,905	-----
N.C. Value Added Agriculture Fund	(\$300,000)	-----
<b>DANC Loan to Value</b>	<b>117%</b>	

Lewis County real property shows a 2020 full market value of \$940,900. Farm Credit East has ordered an appraisal. DANC would require an appraisal with a minimum value of \$1,270,000 in order to have a 1:1 LTV.

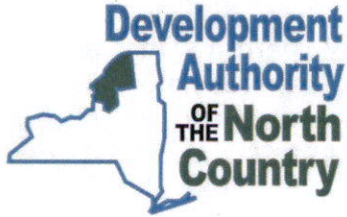
**Contingencies:**

- MWBE Utilization Plan waiver due to acquisition of property
- Labor Peace does not apply
- Farm Credit East funding of \$870,000
- Seller financing of \$240,000
- Stand-by agreement for Sellers
- Owner cash of \$30,000 documented by cancelled check and invoices
- Appraisal with a minimum value of \$1,270,000 to have a 1:1 LTV
- Copies of cancelled checks and invoices
- ESD approval as amount over \$250,000

Committee Meeting:

Motion:

Second:



**Board Resolution No. 2020-10-119**  
**October 22, 2020**

**REAFFIRMING SUBORDINATION**  
**SWAN BAY DEVELOPERS, LLC**

Whereas, **Resolution No. 2015-02-15** committed \$500,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Swan Bay Developers, LLC ("Borrower") to create a high-end RV resort in Alexandria Bay, and

Whereas, **Resolution No. 2016-05-58** consolidated the \$500,000 loan from the Regional Tourism Transformational Community Revolving Loan Fund with a \$300,000 loan from the North Country Economic Development Fund for one mortgage in the amount of \$800,000 in a third mortgage position behind Watertown Savings Bank and New York Business Development Corporation, and

Whereas, **Resolution No. 2016-05-58** approved subordinating our loans to additional bank financing in the amount of \$459,300, and

Whereas, **Resolution No. 2018-05-72** approved subordinating our \$500,000 loan to a \$993,500 construction loan from Watertown Savings Bank to be paid down to a \$795,000 permanent loan in 2020, and

Whereas, the Borrower was going to utilize an Empire State Development grant to pay down the bank's construction financing, and

Whereas, the bank allowed the Borrower to utilize the grant funds to complete 20 additional RV sites, and

Whereas, Watertown Savings Bank has agreed to convert the entire construction loan of \$993,500 to permanent financing, and

Whereas, the attached collateral analysis based upon a 2018 appraisal shows that the Authority has a sufficient loan to value when subordinated to all other senior debt in the project, and

Whereas, no action is required as the Authority mortgage is already subordinate to the \$993,500 bank loan, and

Whereas, this has been an extremely successful tourism project in the Thousand Islands, an

Whereas, the Borrower is current on its loans with the Development Authority, and

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

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country reaffirms that a loan in the amount of \$500,000 from the North Country Tourism Transformational Community Revolving Loan Fund to Swan Bay Developers, LLC is subordinate to a loan by Watertown Savings Bank in an amount not to exceed \$993,500, and be it further


**RESOLVED**, the Development Authority of the North Country reaffirms that a loan in the amount of \$300,000 from the North Country Economic Development Fund to Swan Bay Developers, LLC is subordinate to a loan by Watertown Savings Bank in an amount not to exceed \$993,500 with the North Country Economic Development Fund Board reaffirming the subordination on October 5, 2020.

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

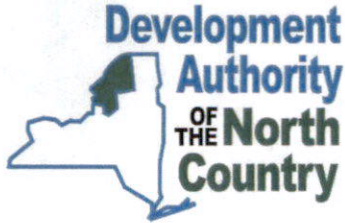
I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-10-119 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

## Collateral Analysis

	<i>Original</i>	<i>Current Balances</i>
WSB Existing 1 <sup>st</sup> Mortgage	\$2,166,650	\$1,874,308
WSB Existing 2 <sup>nd</sup> Mortgage	\$993,500	\$993,500
NYBDC Existing 3 <sup>rd</sup> Mortgage	\$1,024,410	\$900,000
DANC NYPA/Tourism	\$800,000	\$645,887
Total Debt Against Real Estate	\$4,984,500	\$4,413,695
Appraisal-as completed	\$6,500,000	
Senior Debt	\$4,184,560	
Collateral Available for DANC	\$2,315,440	
DANC LTV	.35	

As completed appraisal completed in 2018 had an 'as is' market value of \$5,200,000, and an 'as completed' market value of \$6,500,000. The Development Authority has a sufficient loan to value.



**Board Resolution No. 2020-10-120**  
**October 22, 2020**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT  
TOWN OF LISBON  
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 Authority has been providing municipal water and wastewater services to the Town of Lisbon since January 13, 2020, and

Whereas, the Town of Lisbon desires to enter into a three year and six month Operations and Maintenance Service Agreement for Municipal Water and Wastewater services with the Development Authority of the North Country for a total amount of \$126,031, 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 Town of Lisbon, and be it further**

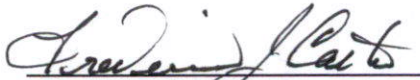
**RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.**

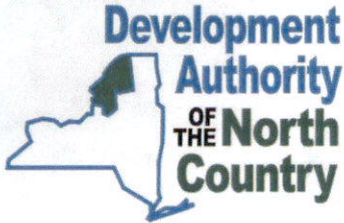
Motion by: A. MacKinnon  
Seconded by: A. Calligaris

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-120 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman



**Board Resolution No. 2020-10-121**  
**October 22, 2020**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT  
THOUSAND ISLANDS BRIDGE AUTHORITY  
WATER AND WASTEWATER FACILITIES**

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, pursuant to Resolution Number 2020-06-86, the Development Authority of the North Country provides operation and maintenance services to Thousand Islands Bridge Authority's water and wastewater facilities located at Bolt Castle, and

Whereas, the Thousand Islands Bridge Authority desires to enter into a new seventeen (17) month Operations and Maintenance Service Agreement with the Development Authority of the North Country to provide wastewater operation and maintenance services at the AMEX Duty Free Store and Rift Camp for the amount of \$9,492, 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 Thousand Islands Bridge Authority, and be it further


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

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

**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. 2020-10-121 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.

  
Frederick J. Carter  
Board Chairman

## **OPERATIONS & MAINTENANCE SERVICE AGREEMENT**

### **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & THE THOUSAND ISLANDS BRIDGE AUTHORITY**

This sets forth the Operation and Maintenance Service Agreement made effective October 1, 2020 ("Effective Date"), by and between the Thousand Islands Bridge Authority, a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 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 Thousand Islands Bridge Authority has determined that the Development Authority of the North Country is qualified and equipped to provide Operation and Maintenance services for the Thousand Islands Bridge Authority Facilities and desires to engage the Development Authority of the North Country for such services. The Thousand Islands Bridge Authority is authorized to enter into this Agreement by Resolution dated September 25, 2020, a certified copy of which is attached as Exhibit "A".
- 2) The Development Authority of the North Country desires to provide Operations and Maintenance Services for the Thousand Islands Bridge Authority 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	Thousand Islands Bridge Authority 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) "Development Authority of the North Country 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) "Thousand Islands Bridge Authority Official", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Thousand Islands Bridge Authority.
- 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) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 6) "Fiscal Year" for the Thousand Islands Bridge Authority means the period of twelve (12) calendar months beginning with March 1<sup>st</sup> of any year and ending with February 28<sup>th</sup> or 29<sup>th</sup> of the next year, and for the Development Authority of the North Country means the period of twelve (12) calendar months beginning with April 1<sup>st</sup> of any year ending with March 31<sup>st</sup> of the next year.
- 7) "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.
- 8) "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.
- 9) "SCADA", Supervisory Control and Data Acquisition system employed by the Development Authority of the North Country to remotely monitor certain facilities.
- 10) "Thousand Islands Bridge Authority", a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 (herein referred to as "Thousand Islands Bridge Authority").
- 11) "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.

- 12) "Water Facilities", the Thousand Islands Bridge Authority-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.

Water Treatment Plants:

- AMEX Duty Free Store
- Rift Water Treatment Plant

- 13) "Wastewater Facilities", the Thousand Islands Bridge Authority-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below:

Wastewater Facilities:

- AMEX Duty Free Store
  - Sand Filter
  - Septic Tank
  - Ultra-Violet Disinfection
  - Outfall 001
  
- Rift Water Treatment Plant
  - Outfall 001, 002, 003
    - Settling Basin
    - Chlorine Dosing Station
  - Outfall 004, 005
    - Chlorine Dosing Station
  - Outfall 006
    - Equalization Tank
    - Septic Tank
    - Dosing Tank
    - Chlorine Contact Tank

**ARTICLE II - Employment and Scope of Services**

Section 201. Engagement. The Thousand Islands Bridge Authority hereby engages the Development Authority of the North Country to provide a certified operator and maintain the Thousand Islands Bridge Authority's Facilities, employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Development Authority of the North Country will take directions only from the Thousand Islands Bridge Authority designated representatives. The Thousand Islands Bridge Authority will be responsible for designating the representatives that will provide direction to the Development Authority of the North Country.

- 3) The Development Authority of the North Country will seek approval from the Thousand Islands Bridge Authority for non-incidentals expenses, unless the situation is deemed an emergency. The Development Authority of the North Country will determine whether the situation is deemed an emergency, as defined in Section 301.

Section 202. Scope of Services. The Development Authority of the North Country 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:

<b>Wastewater System Services</b>
<u>Weekly Maintenance</u> - Visual inspection of the operation of water treatment plant outfalls - Review past 7 days of operations to ensure that monitoring parameters have been within acceptable limits - Perform DEC required testing and reporting - Ensure adequate chemicals are used in the treatment of wastewater and keep an inventory and advise when more are needed.
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory all required wastewater samples - Submit Discharge Monitoring Reports to the DEC
<u>Annual Maintenance</u> - Check and calibrate flow meters when needed(calibration will be performed by an outside vendor)

- 2) Miscellaneous Services:

- a) The following miscellaneous services are provided by the Development Authority of the North Country at no additional cost to the Thousand Islands Bridge Authority:
- Transportation for Development Authority of the North Country employees to complete the routine tasks described above.
  - Attendance at monthly Thousand Islands Bridge Authority 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 Development Authority

of the North Country by the Thousand Islands Bridge Authority will be reimbursed as described in Section 503.

The Thousand Islands Bridge Authority 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 Thousand Islands Bridge Authority will be responsible for all backup generator maintenance.

The Development Authority of the North Country will allow a wait time of one half hour at the U.S. or Canadian Border. If wait times exceed that amount, the Development Authority of the North Country will charge at an hourly rate in one half hour increments.

### **ARTICLE III - Emergency Procedures and Services**

Section 301. Procedures. The Development Authority of the North Country will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Development Authority of the North Country will utilize documented Standard and Emergency Operating Procedures, during both regular and emergency operations. If Standard and Emergency Operating Procedures have not been developed, The Development Authority of the North Country will utilize Operations and Maintenance Manuals. The Development Authority of the North Country will notify the Thousand Islands Bridge Authority Representative of any emergency and actions taken, as soon as practicable.

Section 302. Payment. The Development Authority of the North Country 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 Thousand Islands Bridge Authority. 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 (5) months commencing October 1, 2020, and ending February 28, 2022 provided that the Thousand Islands Bridge Authority and/or the Development Authority of the North Country 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 Development Authority of the North Country shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Thousand Islands Bridge Authority of a proper invoice covering the month in which such service was rendered.

Year	Period	Base Wastewater Services
1	10/1/20 – 9/30/21	\$6,700
2	10/1/21-2/28/22	\$2,792

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

Section 503. Additional Work. The Thousand Islands Bridge Authority shall pay the Development Authority of the North Country 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 Development Authority of the North Country's fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Thousand Islands Bridge Authority 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	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$65	\$84
Operator	\$61	\$78
Water Quality Technician	\$53	\$67
Admin	\$62	\$80

## **ARTICLE VI - Thousand Islands Bridge Authority Responsibilities**

Section 601. Facilities. The Thousand Islands Bridge Authority shall make available to the Development Authority of the North Country the facilities described in this Agreement. The Thousand Islands Bridge Authority and its authorized representatives retain all rights of access to the facilities.

Section 602. Easements and Licenses. The Thousand Islands Bridge Authority 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 Development Authority of the North Country shall advise the Thousand Islands Bridge Authority of necessary replacements and additions to inventory needed. The Thousand Islands Bridge Authority, shall order such inventory as required for proper operation of the wastewater facilities.

Section 604. Snow Removal. The Thousand Islands Bridge Authority will be responsible for all snow removal.

## **ARTICLE VII - Termination**

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

## **ARTICLE VIII – Insurance/Liability**

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

Comprehensive General Liability Coverage, including personal injury and property damage coverage, of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above. Insurance must be issued in New York State and shall name the Thousand Islands Bridge Authority as an additional insured with limits of coverage not less than that set forth above.

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 Wastewater Treatment System by the indemnifying party.

803. Force Majeure. The Development Authority of the North Country shall use reasonable diligence to provide the services herein required, but shall not be liable to the Thousand Islands Bridge Authority 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 Development Authority of the North Country. The Thousand Islands Bridge Authority 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 Development Authority of the North Country or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Thousand Islands Bridge Authority. Such records shall be retained by the Development Authority of the North Country 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 Development Authority of the North Country has undertaken and may undertake various projects unrelated to the operation and maintenance of the Thousand Islands Bridge Authority'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 Development Authority of the North Country. The Thousand Islands Bridge Authority shall have no right to, or claim upon, the assets, insurance proceeds or income of the Development Authority of the North Country other than those associated with the performance of this Agreement, in satisfaction of any claim by the Thousand Islands Bridge Authority arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Development Authority of the North Country with others.

Section 1002. Development Authority of the North Country Status. The Development Authority of the North Country is an independent contractor with the Thousand Islands Bridge Authority 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 Thousand Islands Bridge Authority or Development Authority of the North Country 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 supersedes 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.

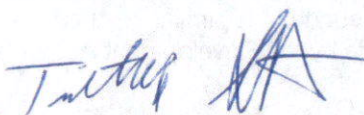
Section 1007. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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 Thousand Islands Bridge Authority 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 of the representatives of the parties.

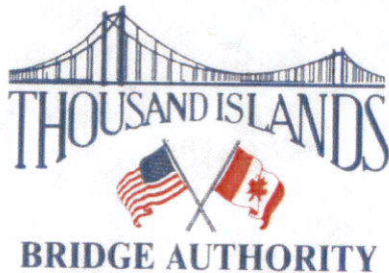
**THOUSAND ISLANDS  
BRIDGE AUTHORITY**

By:   
\_\_\_\_\_  
**Timothy Sturick**  
Executive Director

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
**Carl E. Farone**  
Executive Director





P.O. BOX 10  
LANSDOWNE, ONTARIO  
CANADA K0E 1L0

MAIN OFFICE:

43530 INTERSTATE 81  
COLLINS LANDING  
P.O. BOX 428  
ALEXANDRIA BAY, NY 13607  
TEL: (315) 482-2501  
FAX: (315) 482-5925  
www.tibridge.com  
www.boldtcastle.com

BRUCE ARMSTRONG  
CHAIRMAN

MEMBERS

PATRICK J. SIMPSON  
MICHELINE DUBÉ  
NATALIE KINLOCH  
JACQUES E. PIGEON  
ROBERT J. STORMS

TIMOTHY STURICK  
EXECUTIVE DIRECTOR

September 28, 2020

Development Authority  
of the North Country

SEP 30 2020

RECEIVED  
Water Quality Division

Carl E. Farone  
Executive Director  
Development Authority of the North Country  
23557 NYS Route 37  
Watertown, NY 13601

**RE: Operation and Maintenance Agreement for Wastewater Treatment Facilities  
at International Rift**

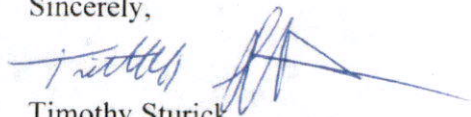
Dear Carl:

This letter is to advise you that the Authority has approved by Resolution No. 36 on September 25, 2020, the aforementioned agreement with the Development Authority of the North Country for the period of October 1, 2020 through February 2022. Enclosed is a certified copy of the resolution.

Enclosed are executed copies of said agreement. Please execute and return copy of said agreement to TIBA.

We look forward to working with you over the next year.

Sincerely,



Timothy Sturick  
Executive Director

TS/jt

Enclosures

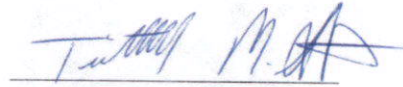
CC: Bryan Olson, Manager, Finance & Administration  
Bill Moulton, Director, Bridge Facilities Operations & Maintenance  
Brian Salisbury, Director, Boldt Facilities Operations  
& Maintenance/Construction

THOUSAND ISLANDS BRIDGE AUTHORITY

CERTIFIED COPY OF RESOLUTION

The undersigned, Timothy M. Sturick, Executive Director of the **THOUSAND ISLANDS BRIDGE AUTHORITY**, does hereby **CERTIFY** that the following is a true and complete copy of a Certified Resolution which was unanimously adopted at a meeting of said Authority duly held on September 25, 2020, at which a quorum was present and voting.

**IN WITNESS THEREOF**, I have hereunto subscribed my name and affixed the seal of said corporation on the 28<sup>th</sup> day of September 2020.



Timothy M. Sturick  
Executive Director

(TIBA SEAL)

.....

The following resolution was moved by Patrick Simpson, seconded Jacques E. Pigeon and duly adopted.

WHEREAS, the Thousand Islands Bridge Authority ("Authority") has previously entered into an agreement with the Development Authority of the North Country ("DANC") to provide full-time services for operation of the Authority's Wastewater Treatment Facility on Fern Island, and

WHEREAS, the Executive Director of the Authority has recommended that the Authority now contract with DANC to provide services with respect to the Wastewater Treatment Facilities at the Rift Water Treatment Plant and the Ammex Duty Free Store as set forth in its proposal (hereinafter collectively the "Facilities"), and

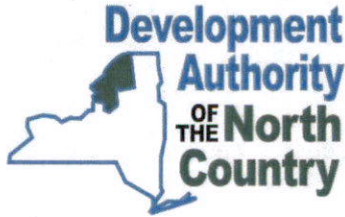
WHEREAS, DANC has provided a proposed contract and agreement (the "Agreement") to the Authority for the performance of maintenance at the Facilities for a seventeen (17) month period from October 1, 2020 through February 2022, at the total contract cost of Nine Thousand Four Hundred Ninety-Two and 00/100 Dollars (\$9,492.00), to be paid in monthly installments.

NOW THEREFORE BE IT

RESOLVED, that the Authority enter into the Agreement with DANC to provide full-time operation and maintenance services at the Facilities at the total cost of \$9,492.00 over a seventeen (17) month period, and

FURTHER BE IT

RESOLVED, that the Executive Director, Timothy Sturick, as the proper act and deed of the Authority, is hereby directed and empowered to execute and deliver the Agreement to DANC, binding the Authority to the terms thereof.



**Board Resolution No. 2020-10-122**  
**October 22, 2020**

**TECHNICAL SERVICES AGREEMENT FOR 2020 NORTHERN BORDER  
REGIONAL COMMISSION LOCAL DEVELOPMENT DISTRICT  
GRANT ADMINISTRATION**

Whereas, the Village of Heuvelton (Village) will be undertaking a sewer infrastructure improvement project to decommission the existing Village Wastewater Treatment Plant (WWTP) and constructing a sewer conveyance system to the City of Ogdensburg WWTP consisting of a pump station at the former Village WWTP and 8.6 miles of sewer main, and

Whereas, the Village was awarded a grant in the amount \$376,190 from the Northern Border Regional Commission to help co-fund this project, and

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

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

Whereas, the Village has selected the Authority to provide grant administration services as outlined in the table below.

<b>Grantee</b>	<b>Type of Project</b>	<b>Amount of NBRC Award</b>	<b>Amount of Authority Contract</b>
Village of Heuvelton	Sewer Line Construction	\$376,190	\$7,761.90
Total		\$376,190	\$7,761.90

Now, therefore be it

**RESOLVED**, that Technical Services Agreements for NBRC Grant Administration by and between the Authority and the Village of Heuvelton is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - <b>Yes</b>	Hefferon - <b>Yes</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Present</b>	Turck - <b>Yes</b>

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. 2020-10-122 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 22nd day of October, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2020.



Frederick J. Carter  
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION**

**WITH THE  
VILLAGE OF HEUVELTON**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between:

**VILLAGE OF HEUVELTON**, a municipal corporation of the State of New York having an office building and principal place of business located at 51 State Street, Heuvelton, New York 13654, herein after referred to as "Village" or "Grantee",

And

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

**Recitals**

- A. The Village will be undertaking a sewer infrastructure improvement project to decommission the existing Village Wastewater Treatment Plant (WWTP) and constructing a sewer conveyance system to the City of Ogdensburg WWTP. The conveyance system will consist of a pump station at the former WWTP and 8.6 miles of sewer main allowing for reduced treatment cost for business and job retention while creating an economic development corridor to foster commercial development. The Village was awarded a \$376,190 grant from the Northern Border Regional Commission to help co-fund this project (NBRC20GEDA03).
- B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.
- C. The Village has requested the Authority provide technical service for the administration of NBRC grant 20GEDA03 for its Infrastructure Improvement Project. At its Board meeting held on \_\_\_\_\_, 2020, the Board selected the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

### Agreement

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

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

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed \$7,761.90. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$132	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
Admin	\$62	\$80
GIS Specialist	\$55	\$69

3. 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.
4. 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.
5. 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.
6. 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. 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.
7. 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.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection

and audit at all reasonable times by the 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.

9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.
10. 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.
11. 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.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

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**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**VILLAGE OF HEUVELTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Barbara Lashua  
Mayor

ACKNOWLEDGEMENTS

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came Barbara Lashua, who being duly sworn, did dispose and says that she resides in Heuvelton, 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 \_\_\_\_\_, 2020, 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