

Board Resolution No. 2020-02-01
February 27, 2020

**SCADA SERVICES AGREEMENT
VILLAGE OF LYONS FALLS
BURNT-SHANTY WELL FIELD CONTROLS UPGRADE**

Whereas, pursuant to **Resolution No. 2010-10-10** the Development Authority of the North Country provided Supervisory Control and Data Acquisition (SCADA) and Geographic Information System (GIS) technical services to the Lewis County municipalities of Lyons Falls, Martinsburg and Port Leyden, and

Whereas, pursuant to **Resolution No. 2015-08-87** the Development Authority of the North Country provided SCADA technical services to the Village of Lyons Falls to integrate the Dock Street Pump Station with SCADA, and

Whereas, the Village has requested additional SCADA services to construct and integrate a Remote Terminal Unit (RTU) Control Panel to replace a deteriorating control panel at the Burnt-Shanty Well Field, and

Whereas, the Agreement is for an amount not to exceed \$19,500.

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

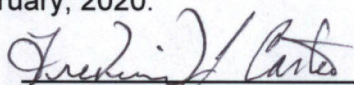
RESOLVED, that the standard SCADA Services Agreement, by and between the Authority and the Village of Lyons Falls, for a total not to exceed contract amount of \$19,500, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2020-02-01 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

**SCADA SERVICES AGREEMENT
FOR BURNT-SHANTY WELL FIELD CONTROLS UPGRADE**

VILLAGE OF LYONS FALLS

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

VILLAGE OF LYONS FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 4059 Cherry Street, Lyons Falls, NY 13368 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 installed a Supervisory Control and Data Acquisition (SCADA) system for the Village in 2011 that providing monitoring of the Burnt-Shanty well field and monitoring and control of the Collinsville Water Storage Tank. In 2015 the Authority integrated the Dock Street Pump Station with SCADA.
- B. The original control panel for the Burnt-Shanty Well Field, installed in 1994, is beyond its useful life, and has begun experiencing repeated failures.
- C. The Village is desirous of receiving SCADA services to upgrade the Control Panel at the Burnt-Shanty Well Field to include integration with the existing SCADA system. At its Board meeting held on _____, 2020, the Board selected the Authority to provide these services for the Village. **A copy of the Resolution approving this agreement 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 to be performed by the Authority consists of purchase, installation, and programming of SCADA equipment and software as follows:
 - Remove existing Control Panel at Burnt-Shanty well field. Purchase, construct, and install a new 24-inch x 30-inch Control Panel to include a ControlWave Micro RTU, 8-inch HMI touch screen, power supply and battery backup. The existing radio and antennas installed in 2011 will be reused.

The new RTU will be integrated with the existing motor controls, tank level sensor, flow meter, and chlorine analyzer.

- Provide technical services, control engineering, and SCADA programming to integrate the new RTU at Burnt-Shanty well field. Upon completion, the new system will essentially replicate the design, function and operation of the existing system. The new system will be integrated with the existing SCADA system and alarm dialer located at the DPW Garage. The SCADA system will provide complete control over the well site operation, including changing operational and alarm setpoints. The touchscreen HMI will provide the operators with complete control, monitoring and trending – eliminating the need for chart recorders.
2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services (see Table 2) and for direct expenses such as mileage and postage; provided, however, that the total cost of such services shall not exceed \$19,500 as outlined in Table 1. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. 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.

TABLE 1 – NOT TO EXCEED (NTE) COSTS FOR BASE SERVICES

Service	NTE Amount
Purchase, construct, and install a new 24-inch x 30-inch Control Panel at Burnt-Shanty Well Site.	\$11,000
Technical services, control engineering and programming to integrate new RTU to replicate existing functionality and integrate new system with the existing SCADA system	\$8,500
TOTAL:	\$19,500

TABLE 2
AUTHORITY STAFF BILLING RATES FOR FISCAL YEAR ENDING 2020

Employee Wage Rate	Standard	Overtime
Engineering Director	\$128	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer II	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	\$69

TABLE 2
 AUTHORITY STAFF BILLING RATES FOR FISCAL YEAR ENDING 2020

Employee Wage Rate	Standard	Overtime
Administrative Associate	\$62	\$76

3. The Village shall provide the reasonable support services of its 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 related to this Agreement, resulting in any manner from its negligent actions or inactions related to the Village's obligations under this agreement.
7. 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 its negligent actions or inactions related to the Authority's obligations under this Agreement.
8. 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.
9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the 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.

10. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. 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.
11. 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.
12. 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.
13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. 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.
15. The Village and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice, provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

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 LYONS FALLS

By: _____

By: _____

James W. Wright
Executive Director

Anne Huntress
Village 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 she resides in Lyons Falls, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of the Village of Lyons Falls.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came James W. Wright, 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. 2020-02-02
February 27, 2020

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF ALEXANDRIA BAY
WATER/SEWER RATE ANALYSIS**

Whereas, pursuant to **Resolution No. 2018-12-125** the Development Authority of the North Country is completing an asset management plan for the Village, and

Whereas, pursuant to **Resolution No. 2019-02-16** the Development Authority of the North Country is providing technical assistance to the Village on their Church Street Water Improvement Project, and

Whereas, pursuant to **Resolution No. 2019-03-45** the Development Authority of the North Country is providing technical assistance to the Village in the development of a Request for Proposal for the Village water system, and

Whereas, Pursuant to **Resolution No. 2019-05-55** the Development Authority of the North Country is providing technical assistance to the Village on their Casino Island Improvement Project, and

Whereas, Pursuant to **Resolution No. 2019-12-119** the Development Authority of the North Country is providing technical assistance to the Village on their Resiliency and Economic Development Initiative (REDI) Improvement Project, and

Whereas, the Village has requested additional technical services from the Authority to assist with a water/sewer rate analysis. At its Board meeting held on February 11, 2020, the Board selected the Authority to assist the Village with this task, and

Whereas, this project will involve research and data acquisition of existing water/sewer historical billing practices, water consumption data, and budget/actual revenues and expenditures, development of an equivalent dwelling based billing model, delivery of a letter report summarizing recommendations for the Village to alleviate highly variable annual water and sewer revenues, and attendance at meetings to discuss the recommendations to modify current Village water and sewer billing. The total cost of this water/sewer rate study shall not exceed \$13,500.

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

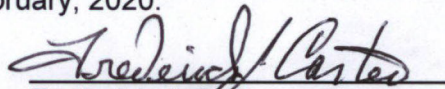
RESOLVED, that the Technical Services Agreement for Water/Sewer Rate Analysis by and between the Authority and the Village of Alexandria Bay, for a total not to exceed contract amount of \$13,500, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2020-02-02 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER/SEWER RATE ANALYSIS**

WITH THE

VILLAGE OF ALEXANDRIA BAY

This Agreement entered into this 11th day of February, 2020, by and between:

VILLAGE OF ALEXANDRIA BAY, a municipal corporation of the State of New York having an office building and principal place of business located at 110 Walton Street, Alexandria Bay, New York 13607, 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 is currently providing project management and grant administration services on the Village's Casino Island, Church Street Water Improvement Project, and REDI Improvement Project.
- B. The Village has requested additional technical services from the Authority, which is not related in scope to the services provided in the current capital improvement projects, to assist with a water/sewer rate analysis. At its Board meeting held on February 11, 2020, the Board selected the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**
- 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 that will be performed by the Authority is as follows:

- a. Research & Data Collection:

- The Authority will work with Village staff to acquire historical billing records, review water and sewer use laws pertaining to various customer rates, historical water and, if available, sewer flow data, water and

sewer budgets and end of year financial reports for the last three years, and other pertinent documents pertaining to rate structure.

b. Equivalent Dwelling Unit (EDU) Based Billing Model

Many costs associated with water and sewer operations are fixed and do not change based on reduced flows. The Village's current billing structure places most of the costs on variable billing based on flow. As the Village incurs additional debt to complete necessary capital improvements, it will be increasing important to ensure all customers fairly share in the allocation of debt. The Authority will develop an EDU-based water/sewer billing model so the Village can ensure that fixed costs are covered by revenues regardless of changes in customer usage.

c. Microsoft Excel Rate Model

Develop an Excel spreadsheet model so Village personnel can evaluate the impacts of various rate scenarios on projected revenues.

d. Letter Report

Summarize results of rate assessment and recommendations in a letter report to the Village Board.

2. The Village 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 \$13,500. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. Should the Village elect to proceed with additional services related to their Rate Study, 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 Village within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$128	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer II	\$85	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76

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.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

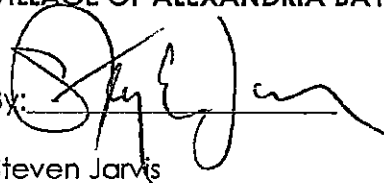
By: _____

James W. Wright

VILLAGE OF ALEXANDRIA BAY

By: _____

Steven Jarvis

A handwritten signature in black ink, appearing to read 'Steven Jarvis', written over a horizontal line. The signature is stylized and cursive.

ACKNOWLEDGEMENTS

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

On this 11th day of February, 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 duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

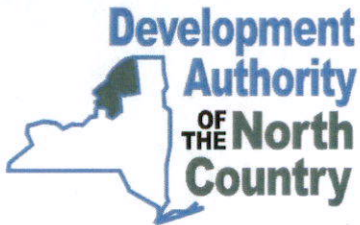
Molly Briere

NOTARY PUBLIC
~~Molly Briere~~
Notary Public State of New York
NO.01BR6255879
Qualified in Jefferson County
My Commission Expires 2/13/2020

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

On this ___ day of _____, 2020, before me personally came James W. Wright, 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. 2020-02-03
February 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT
TOWN OF CLIFTON

Whereas, pursuant to **Resolution No. 2017-06-77** the Development Authority of the North Country is performing operation/maintenance services for the Town of Clifton, Hamlet of Newton Falls Wastewater Treatment Plant, and

Whereas, pursuant to **Resolution No. 2016-10-117** the Development Authority of the North Country is providing technical services to the Town of Clifton for the Clifton-Fine Water Improvement Project Phase 2, Newton Falls Interconnect with the Town of Clifton, and

Whereas, pursuant to **Resolution No. 2019-10-110** the Development Authority of the North Country is providing Supervisory Control and Data Acquisition (SCADA) services to construct and integrate a Remote Terminal Unit (RTU) Control Panel in the Newton Falls water storage tank control building with the Star Lake SCADA system and the Authority SCADA system, and

Whereas, the Town is undertaking an improvement project at the Wastewater Treatment Plant to install a disinfection system per requirements from the New York State Department of Environmental Conservation, and

Whereas, the Town applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$20,000 EPG for the Wastewater Treatment Plant Disinfection Project. The grant requires a 20% local match in the amount of \$4,000, and

Whereas, the Town has requested technical services from the Authority include project management for the preliminary engineering phase, grant administration for the Engineering Planning Grant, and review of preliminary engineering report, and

Whereas, the Agreement is for an amount not to exceed \$4,000 for the project management, grant administration, and design review.

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

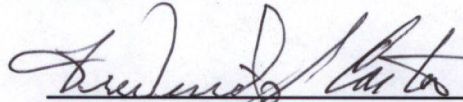
RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Clifton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2020-02-03 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NEWTON FALLS DISINFECTION IMPROVEMENT PROJECT**

WITH THE

TOWN OF CLIFTON

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

TOWN OF CLIFTON, a municipal corporation of the State of New York having an office building and principal place of business located at 7171 State Highway 3, Cranberry Lake, New York 12927, herein after referred to as "Town",

And

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

Recitals

- A. The Authority has been under contract with the Town since 2015 providing Wastewater Services.
- B. The Authority has previously provided Technical and SCADA Services for the Town's Newtown Falls Water System Improvement Project and the Newton Falls Sewer System Project.
- C. The Town has received notification from the New York State Department of Environmental Conservation (NYSDEC) that affective May 1, 2024 the Town will be required to disinfect all sewage treatment plant effluent.
- D. The Town intends to undertake an improvement project to construct a disinfection system to comply with new NYSDEC requirements.
- E. The Town intends to apply for Water Quality Improvement Project (WQIP) program grants to fund the construction of the disinfection system.
- F. The Town applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$20,000 EPG for the Newton Falls Disinfection Improvement Project. This grant requires a 20% local match in the amount of \$4,000.
- G. The Town has selected Barton & Loguidice as the Engineer to perform a Preliminary Engineering Study for Disinfection System.
- H. The Town has requested technical services from the Authority to assist with the Town's Newton Falls Disinfection Improvement Project. At its Board meeting

held on _____, 2020, the Board selected the Authority to assist the Town with this task. **A copy of this Resolution has been attached as Exhibit A.**

- I. 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 may be performed by the Authority consists as follows:
 - A. **Project Management:** Provide assistance to Town Clerk, Supervisor, and Board Members with various project related tasks including coordination with legal counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties.
 - B. **Grant Administration:** The Authority will provide grant administration services to the Town for the EPG to include the compilation of required documentation for funding agencies, submittal of disbursement requests, maintaining project budgets, and other funding agency submittals as required to ensure that the receives their reimbursements in accordance with the terms of their grant agreements.
 - C. **Design Review:** Review design documents on the Town's behalf and provide comments to the Engineer.

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

2. The Town 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 \$4,000. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$128	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer II	\$85	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76

2. The Town 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.
3. 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.
4. The Town 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.
5. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, 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 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 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.
6. 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.
7. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained

by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
9. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
10. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
11. 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.
12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. 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.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

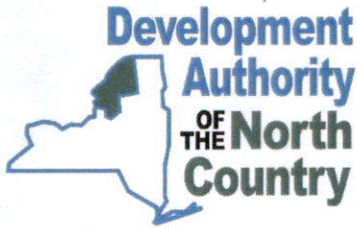
TOWN OF CLIFTON

By: _____

By: _____

James W. Wright

Charles Hooven



Board Resolution No. 2020-02-04
February 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT
TOWN OF DEKALB

Whereas, pursuant to **Resolution No. 2019-03-41**, the Development Authority of the North Country (Authority) and the Town of DeKalb (Town) entered into an Agreement dated March 20, 2019 for an amount not to exceed \$5,000 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 Town's Disinfection Improvement Project, and

Whereas, the Town applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$22,500 EPG for the Wastewater Treatment Plant Disinfection Project. The grant requires a 20% local match in the amount of \$4,500, and

Whereas, the Town released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Wastewater Treatment System. Environmental Design & Research (EDR) was awarded the contract, and

Whereas, the Town has requested the Authority to expand the scope of services to include project management for the preliminary engineering design phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy and to perform funding/financial administrative assistance. As the exact extent of the scope of the project is not yet defined, final design and construction phase services are not included in the Authority's scope of work at this time and would be authorized per a separate amendment. These additional requested services will increase the Authority's level of effort resulting in additional expenses of \$4,000, bringing the not to exceed amount of the contract to \$9,000.

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

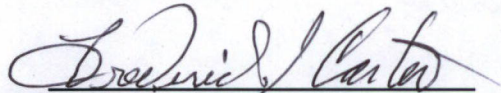
RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the Town of DeKalb, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2020-02-04 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

AMENDMENT NO. 1
TO TECHNICAL SERVICES AGREEMENT BETWEEN
TOWN OF DEKALB
AND
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

WHEREAS, the Development Authority of the North Country (Authority) and the Town of DeKalb (Town) entered into an Agreement dated March 20, 2019 for an amount not to exceed \$5,000 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 Town's Disinfection Improvement Project. These services are detailed in Section 1.A of the original agreement, and

WHEREAS, the Town applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$22,500 EPG for the Wastewater Treatment Plant Disinfection Project. The grant requires a 20% local match in the amount of \$4,500, and

WHEREAS, the Village released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Wastewater Treatment System. Environmental Design & Research (EDR) was awarded the contract, and

WHEREAS, the Town has requested the Authority to expand the scope of services to include project management for the preliminary engineering design phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy and to perform funding/financial administrative assistance. As the exact extent of the scope of the project is not yet defined, final design and construction phase services are not included in the Authority's scope of work at this time and would be authorized per a separate amendment, and

WHEREAS, this additional work will increase the Authority's level of effort, resulting in additional expenses of \$4,000, bringing the not to exceed amount of the contract to \$9,000.

NOW, THEREFORE, the Authority and the Town agree to amend the March 20, 2019 Technical Services Agreement to \$9,000.

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**

TOWN OF DEKALB

By: _____

By: _____

James W. Wright
Executive Director

John Frary
Town Supervisor

ACKNOWLEDGEMENTS

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

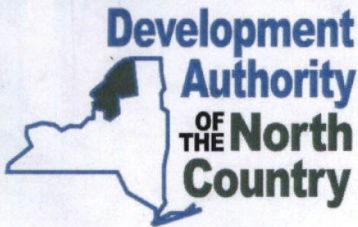
On this ____ day of _____, 2020, before me personally came John Frary, who being duly sworn, did dispose and says that he resides in DeKalb, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came James W. Wright, 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. 2020-02-05
February 27, 2020**

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF LYONS FALLS
SCADA AND INSTRUMENTATION TECHNICAL SUPPORT**

Whereas, pursuant to **Resolution No. 2010-10-10** the Development Authority of the North Country provided Supervisory Control and Data Acquisition (SCADA) and Geographic Information System (GIS) technical services to the Lewis County municipalities of Lyons Falls, Martinsburg and Port Leyden, and

Whereas, pursuant to **Resolution No. 2015-08-87** the Development Authority of the North Country provided SCADA technical services to the Village of Lyons Falls to integrate the Dock Street Pump Station with SCADA, and

Whereas, the Village has requested additional SCADA services to provide technical support, troubleshooting, and repair of their instrumentation and control systems associated with their water and sewer utilities, and

Whereas, the Agreement is to provide services on a time and materials basis.

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

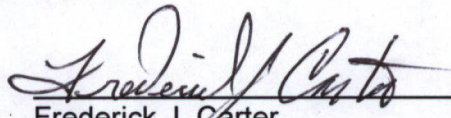
RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Lyons Falls, to provide technical support on a time and material basis, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2020-02-05 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

**TECHNICAL SERVICES AGREEMENT
FOR SCADA AND INSTRUMENTATION SUPPORT**

VILLAGE OF LYONS FALLS

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

VILLAGE OF LYONS FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 4059 Cherry Street, Lyons Falls, NY 13368 herein after referred to as "Village",

And

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

Recitals

- A. The Village is desirous of receiving technical support for their SCADA and Instrumentation systems that are part of their water and wastewater control systems. At its Board meeting held on _____, 2020, the Board selected the Authority to provide these services for the Village. **A copy of the Resolution approving this agreement has been attached as Exhibit A.**
- B. 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 follows:
 - Provide technical assistance and troubleshooting with regards to the SCADA and Instrumentation systems associated with the Village's Water and Wastewater systems as requested by the Village.
 - Recommend and/or order replacement parts, as requested by the Village.
 - Assist with the installation and verification of new parts, as requested by the Village.
2. The Authority will not proceed with or accrue expenses on any specific project without the approval of the DPW Supervisor or Mayor.

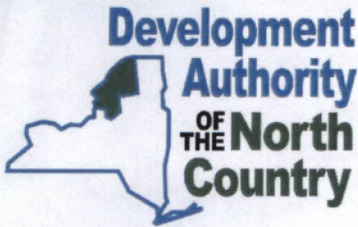
3. The Village shall pay the Authority for such services provided under this contract at the labor hour burdened rates specified in Table 1 below for the job classification performing the services. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate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

TABLE 1
AUTHORITY STAFF BILLING RATES FOR FISCAL YEAR ENDING 2020

Employee Wage Rate	Standard	Overtime
Engineering Director	\$128	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer II	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	\$69
Administrative Associate	\$62	\$76

4. The Village shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
5. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
6. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
7. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner related to this Agreement, resulting in any manner from its negligent actions or inactions related to the Village's obligations under this agreement.
8. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from its negligent actions or inactions related to the Authority's obligations under this Agreement.

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



**Board Resolution No. 2020-02-06
February 27, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT 1
VILLAGE OF MALONE
MILL PARK ON THE SALMON RIVER PROJECT**

Whereas, pursuant to **Resolution No. 2018-03-44**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated March 26, 2018 for an amount not to exceed \$15,000 to provide Technical Assistance and Project Management with permitting, updated project cost estimate, review of bid documents, bidding oversight and construction oversight, and

Whereas, the project was placed to bid 2 separate times, a timely response to the MWBE waiver submitted was not received from the Department of State, and continued delays on the part of the contractor have pushed the project past the substantial completion date of November 8, 2019, and

Whereas, these continued delays have increased the Authority's level of effort resulting in additional expenses of \$3,000, bringing the not to exceed amount of the contract to \$18,000.

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

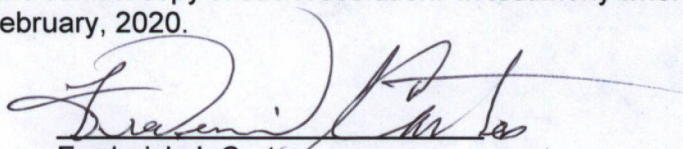
RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Malone, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2020-02-06 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 1

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT
MILL PARK ON THE SALMON RIVER PROJECT**

WITH THE

VILLAGE OF MALONE

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated March 26, 2018 for an amount not to exceed \$15,000 to provide technical assistance and project management services for permitting, update project cost, estimates, review of bid documents, bidding oversight, construction oversight and grant administration; and

WHEREAS, the project was placed to bid 2 separate times, a timely response to the MWBE wavier submitted was not received from the Department of State, and continued delays on the part of the contractor have pushed the project past the substantial completion date of November 8, 2019, and

WHEREAS these continued delays have increased the Authority's level of effort resulting in additional expenses of \$3,000.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to \$18,000.

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**

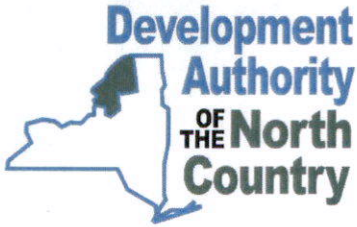
By: _____
James W. Wright
Executive Director

Date: _____

VILLAGE OF MALONE

By: _____
Andrea Dumas
Mayor

Date: _____



Board Resolution No. 2020-02-07
February 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 2
VILLAGE OF MALONE
PUBLIC WORKS FACILITY

Whereas, pursuant to **Resolution No. 2018-06-83**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated June 25, 2018 for an amount not to exceed \$12,000 to provide Technical Assistance and Project Management tasks which included coordination with funding agencies, consulting engineer, Village Board, developing a request for proposal and assistance with retention of an architectural firm, reporting on project status, and providing funding assistance, and

Whereas, pursuant to **Resolution 2019-02-10** the Authority entered into Amendment 1 dated February 25, 2019 as the ongoing feasibility study was initially scheduled to be substantially complete by December 21, 2018 and the completion date was extended to March 31st, 2019, resulting in additional expenses of \$5,000, bringing the not to exceed amount of the contract to \$17,000, and

Whereas, the Village Board has requested additional services from the Authority to proceed with a new alternative project design to be located at the Wastewater Treatment Plant property located on Lane Street. This will require the Authority to provide additional tasks to include: attendance at board meetings, review of engineering documents and updating of grant paperwork. These additional requested services will increase the Authority's level of effort resulting in additional expenses of \$3,500, bringing the not to exceed amount of the contract to \$20,500.

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

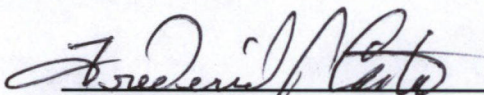
RESOLVED, that the Technical Services Agreement Amendment No. 2, by and between the Authority and the Village of Malone, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2020-02-07 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 2

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT
PUBLIC WORKS PROJECT**

WITH THE

VILLAGE OF MALONE

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated June 25, 2018 for an amount not to exceed \$12,000 to provide Phase 1 tasks to include: coordination with funding agencies, consulting engineer, Village Board; develop a request for proposal and retention of an architectural firm; report on project status; and Assist the Village with development of funding strategy and the Village and their engineer with completion of funding applications; and

WHEREAS, the project delays, and additional requested services increased the Authority's level of effort resulting in additional expenses of \$5,000 in accordance with Amendment No. 1 approved on February 25, 2019.

WHEREAS, the feasibility study for the ongoing project was initially scheduled to be substantially complete by December 21, 2018 and then revised to March 31st, 2019, and the current completion is now estimated to be March 13th, 2020, and

WHEREAS, the continued project delays, and additional requested services will increase the Authority's level of effort resulting in additional expenses of \$3,500 in accordance with Amendment No. 2.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to \$20,500.

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: _____
James W. Wright
Executive Director

Date: _____

VILLAGE OF MALONE

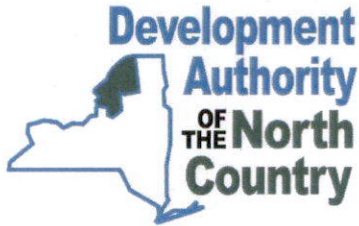
By:



Andrea Dumas
Mayor

Date:

1 | 21 | 2020



Board Resolution No. 2020-02-08
February 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 1
VILLAGE OF MALONE
WATER TREATMENT SYSTEM FACILITIES

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 Wastewater Treatment Facilities, and

Whereas, the Village has requested the Authority to expand the scope of services to include Water Quality Management Services for the Village's Water Treatment Facilities, including 2 drilled ground water wells, sodium hypochlorite disinfection system and water storage facilities, and

Whereas, the scope of services to be provided for the Village's Water Treatment Facilities will be provided with a full-time Water Quality Supervisor dedicated to support the Village's water/wastewater facilities, and

Whereas, the scope of services provided for the Village's Water Treatment Facilities will be the same as those described in the existing contract for Wastewater Management Services, and

Whereas, the term of this agreement shall be 2 years beginning June 1, 2020 to align with the existing Wastewater Facilities Management Services agreement, and

Whereas, the additional annual cost for the Authority to provide Water Quality Management Services for the Village's Water Treatment Plant facilities shall be as follows:

Year 1 (June 1, 2020 – May 31, 2021) - \$28,000

Year 2 (June 1, 2020 – May 31, 2022) - \$29,000

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

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

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

Calligaris - **Yes**
Carter - **Yes**
Doheny - **Absent**

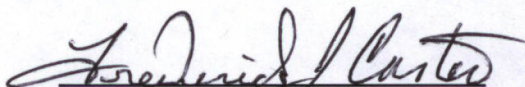
Hefferon - **Yes**
Hollenbeck - **Absent**
Hunt - **Present**

Johnson - **Absent**
MacKinnon - **Yes**
McGrath - **Absent**

Mastascusa - **Absent**
Murray - **Yes**
Turck - **Absent**

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. 2020-02-08 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

AMENDMENT 1

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY TECHNICAL SERVICES AGREEMENT MANAGEMENT SERVICES FOR WATER TREATMENT SYSTEM FACILITIES

WITH THE

VILLAGE OF MALONE

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated January 3, 2018 to provide Management Services for the Village's Waste Water Treatment Facilities, and

WHEREAS, the Village has requested the Authority to expand the scope of services to include Water Quality Management Services for the Village's Water Treatment Facilities, including 2 drilled ground water wells, sodium hypochlorite disinfection system and water storage facilities, and

WHEREAS, per the existing Wastewater Management Services contract the Authority currently provides part-time services totaling 23 hours per week at the Village's Wastewater Treatment facility, and

WHEREAS, through this amendment the Authority will provide a full-time Water Quality Supervisor to perform Management Services for Water and Wastewater facilities, and

WHEREAS, the scope of services provided for the Village's Water Treatment Facilities will be the same as those described in the existing contract for Wastewater Management Services, and

WHEREAS, the term of this agreement shall be 2 years beginning June 1, 2020 to align with the existing Wastewater Facilities Management Services agreement, and

WHEREAS, the additional annual cost for the Authority to provide Water Quality Management Services for the Village's Water Treatment Facilities shall be as follows:

Year 1 (June 1, 2020 – May 31, 2021) - \$28,000
Year 2 (June 1, 2021 - May 31, 2022) - \$29,000

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement as noted above for the 2 year remaining term of the existing Management Services agreement.

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 as agreed upon.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

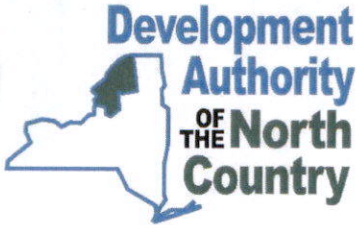
By: _____
James W. Wright
Executive Director

Date: _____

VILLAGE OF MALONE

By: _____
Andrea Dumas
Mayor

Date: _____



Board Resolution No. 2020-02-09
February 27, 2020

**TECHNICAL SERVICES AGREEMENT AMENDMENT
TOWN OF MORRISTOWN
DISSOLUTION IMPLEMENTATION**

Whereas, pursuant to **Resolution No. 2018-08-97**, the Development Authority of the North Country (Authority) and the Town of Morristown (Town) entered into an Agreement dated July 10, 2018 to provide Technical Services related to completing the Town tasks outlined in the Dissolution Implementation Plan and funded by the Town's \$50,000 grant through the New York State Department of State's (NYSDOS) Local Government Citizens Re-Organization Grant (CREG), for an amount not to exceed \$25,000, and

Whereas, the Authority has assisted the Town in completing a Comprehensive Plan, Asset Management Plan, a new Water Withdrawal Permit Application, and Municipal Building Evaluation; and the remaining grant funds will be used to complete the Local Law Review and Revisions task, and

Whereas, the Village of Morristown was also eligible for a \$50,000 grant through the CREG program for implementation tasks which the Village did not utilize prior to being dissolved. The NYSDOS has determined that the grant will be reassigned to the Town of Morristown, and

Whereas, the Town has requested the Authority's assistance with the project tasks and the continued administration of the NYSDOS funding for these projects, and

Whereas, the cost to provide these additional services will result in not to exceed costs of an additional \$15,000, and the Authority and the Town agree to amend the amount of the agreement to a not to exceed cost of \$40,000.

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

RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the Town of Morristown, 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 - **Yes**
Carter - **Yes**
Doheny - **Absent**

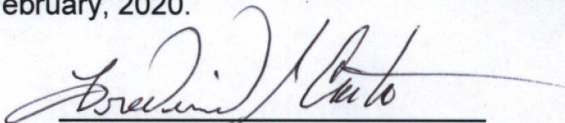
Hefferon - **Yes**
Hollenbeck - **Absent**
Hunt - **Present**

Johnson - **Absent**
MacKinnon - **Yes**
McGrath - **Absent**

Mastascusa - **Absent**
Murray - **Yes**
Turck - **Absent**

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. 2020-02-09 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

AMENDMENT 1

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY TECHNICAL SERVICES AGREEMENT FOR VILLAGE OF MORRISTOWN DISSOLUTION IMPLEMENTATION PROJECT

WITH THE

TOWN OF MORRISTOWN

Whereas, the Development Authority of the North Country (Authority) and the Town of Morristown (Town) entered into an Agreement dated July 10, 2018 to provide Technical Services related to completing the Town tasks outlined in the Dissolution Implementation Plan and funded by the Town's \$50,000 grant through the New York State Department of State's (NYSDOS) Local Government Citizens Re-Organization Grant (CREG), for an amount not to exceed \$25,000, and

Whereas, the Authority has assisted the Town in completing a Comprehensive Plan, Asset Management Plan, a new Water Withdrawal Permit Application, and Municipal Building Evaluation; and the remaining grant funds will be used to complete the Local Law Review and Revisions task, and

Whereas, the Village of Morristown was also eligible for a \$50,000 grant through the CREG program for implementation tasks which the Village did not utilize prior to being dissolved. The NYSDOS has determined that the grant will be reassigned to the Town of Morristown, and

Whereas, the Town has requested the Authority's assistance with the project tasks and the continued administration of the NYSDOS funding for these projects, and

Whereas, the cost to provide these additional services will result in not to exceed costs of an additional \$15,000.

NOW, THEREFORE, the Authority and the Town agree to amend the amount of the agreement to a not to exceed cost of \$40,000.

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**

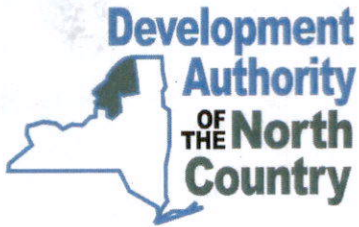
By: _____
James W. Wright
Executive Director

Date: _____

TOWN OF MORRISTOWN

By: _____
Frank Putman
Town Supervisor

Date: _____



Board Resolution No. 2020-02-10
February 27, 2020

**TECHNICAL SERVICES AGREEMENT
TOWN OF PARISH
WATER DISTRICT PROJECT ASSISTANCE**

Whereas, the Town of Parish (Town) is undertaking a water district project and had a preliminary engineering report completed by Miller Engineers in February 2018. The SEQR process was partially completed by Miller Engineers in 2018. The Town formed a water district, which included the Village of Parish in November 2018. Subsequently, the Town hired Barton & Loguidice (B&L) to move the project forward. B&L performed a full SEQR review in April and May 2019. B&L completed a full environmental report June 2019. The Town Board failed to approve the Bond Resolution by super-majority at their July 18, 2019 meeting to move the project forward, and

Whereas, the Town has requested technical services from the Authority to assist with the Town's water district project and at its board meeting held on January 30, 2020 approved a contract with the Authority to perform the following services: reviewing documents and ensure that proposed design meets operational needs of the municipality, coordinate with engineers to update and complete engineering report and design, assist with regulatory approval process, assist with other matters related to project funding as requested, if requested, assist the Town with a Request for Proposal (RFP) process for engineering services, and

Whereas, the Town may pursue funding through USDA Rural Development and NYS Environmental Facilities Corporation, and

Whereas, the Agreement is for an amount not to exceed \$15,000.

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

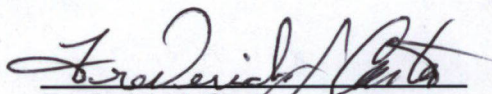
RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Parish, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2020-02-10 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER DISTRICT PROJECT ASSISTANCE
WITH THE
TOWN OF PARISH**

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

TOWN OF PARISH, a municipal corporation of the State of New York having an office building and principal place of business located at 2938 East Main Street, Parish, New York 13131, herein after referred to as "Town",

And

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

Recitals

- A. The Town is undertaking a water district project.
- B. The Town may pursue funding through USDA Rural Development and NYS Environmental Facilities Corporation.
- C. The Town has requested technical services from the Authority to assist with the Town's water district project. At its board meeting held on _____, 2020 the Board selected the Authority to assist the Town 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 may be performed by the Authority is detailed as follows:
 - A. **Preliminary Engineering/Design Base Services:** Review engineering documents and ensure that proposed design meets operational needs of the municipality. Coordinate with Engineers to update and complete engineering report and design. Assist with regulatory approval process. Assist with other matters related to project funding, as requested. Fee for services is not to exceed \$11,500.

B. Optional Service to Develop and Manage a Request for Proposals for Engineering Services Related to the Formation of a New Water District:

If the Town decides to change the original Water District 1 boundary and complete a request for proposals (RFP) process for engineering services, the Authority can assist the Town to write the RFP and review the proposals. Fee for this optional service is not to exceed \$3,500.

Note: The scope of services may be adjusted as the work progresses by mutual consent of the parties. Any adjustments would be approved through a formal resolution by Amendment.

2. The Town 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 and for mileage to attend meetings at the federal mileage rate; provided, however, that the total cost of such services shall not exceed \$11,500 for base services, or a total of \$15,000 with the \$3,500 optional services included. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

Table 1 – Authority Staff Charge Out Rates Fiscal Year Ending 2020

Engineering Manager	\$128	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer II	\$85	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76

3. The Town 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 Town as additional insured on the liability policy.
5. The Town 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 Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, 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 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 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 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.
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 Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
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 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.
10. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
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**

TOWN OF PARISH

By: _____

By: _____

James W. Wright

Mary Ann Phillips

ACKNOWLEDGEMENTS

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

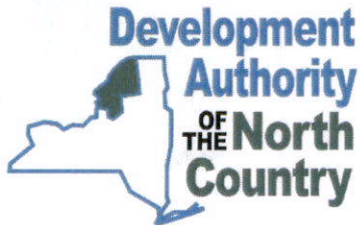
On this ____ day of _____, 2020, before me personally came Mary Ann Phillips, who being duly sworn, did dispose and says that she resides in Parish, New York; that she is the duly authorized representative of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Town.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came James W. Wright, 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. 2020-02-11
February 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT
VILLAGE OF THERESA

Whereas, pursuant to **Resolution No. 2019-05-56**, the Development Authority of the North Country (Authority) and the Village of Theresa (Village) entered into an Agreement dated May 16, 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 Disinfection System Improvement Project, and

Whereas, the Village applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$30,000 EPG for the Wastewater Treatment Plant Disinfection Project. The grant requires a 20% local match in the amount of \$6,000, and

Whereas, the Village released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Wastewater Treatment System. Environmental Design & Research (EDR) was awarded the contract, and

Whereas, the Village has requested the Authority to expand the scope of services to include project management for the preliminary engineering phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy and to perform funding/financial administrative assistance. As the exact extent of the scope of the project is not yet defined, final design and construction phase services are not included in the Authority's scope of work at this time and would be authorized per a separate amendment. These additional requested services will increase the Authority's level of effort resulting in additional expenses of \$4,000, bringing the not to exceed amount of the contract to \$9,500.

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

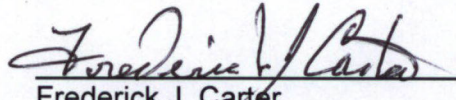
RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Theresa, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2020-02-11 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT NO. 1

**TO TECHNICAL SERVICES AGREEMENT BETWEEN
VILLAGE OF THERESA
AND
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, the Development Authority of the North Country (Authority) and the Village of Theresa (Village) entered into an Agreement dated May 16, 2019 for an amount not to exceed \$5,500 to perform 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 Disinfection System Improvement Project. These services are detailed in Section 1.A of the original agreement, and

WHEREAS, the Village applied for an Engineering Planning Grant (EPG) through the NYS Consolidated Funding Application process in July 2019 and was awarded a \$30,000 EPG for the Wastewater Treatment Plant Disinfection Project. The grant requires a 20% local match in the amount of \$6,000, and

WHEREAS, the Village released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Wastewater Treatment System. Environmental Design & Research (EDR) was awarded the contract, and

WHEREAS, the Village has requested the Authority to expand the scope of services to include project management for the preliminary engineering design phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy and to perform funding/financial administrative assistance. As the exact extent of the scope of the project is not yet defined, final design and construction phase services are not included in the Authority's scope of work at this time and would be authorized per a separate amendment, and

WHEREAS, this additional work will increase the Authority's level of effort, resulting in additional expenses of \$4,000, bringing the not to exceed amount of the contract to \$9,500.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to \$9,500.

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 THERESA

By: _____

By: *Jonathan Walker*

James W. Wright
Executive Director

Jonathan Walker
Mayor

ACKNOWLEDGEMENTS

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

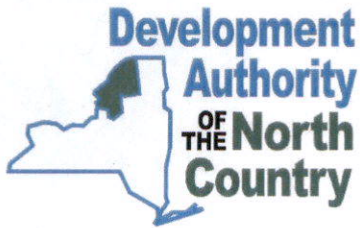
On this 11th day of FEBRUARY, 2020, before me personally came Jonathan Walker, who being duly sworn, did dispose and says that he resides in Theresa, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

Tara A Leeson
NOTARY PUBLIC TARA A LEESON
Notary Public, State of New York
No. 01LE6049105
Qualified In Jefferson County
Commission Expires October 10, 2022

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

On this ____ day of _____, 2020, before me personally came James W. Wright, 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. 2020-02-12
February 27, 2020

NORTH COUNTRY REDEVELOPMENT LOAN FUND
GOCO VENTURES, LLC
LOAN MODIFICATION

Whereas, **Resolution No. 2018-05-69** ratified funding to GOCO Ventures LLC in the amount of \$250,000 (\$125,000 loan/\$125,000 grant) from the North Country Redevelopment Loan Fund, and

Whereas, **Resolution No. 2019-06-80** extended the interest-only period for an additional 3 months to end with the September 1, 2019 payment, and

Whereas, the borrower is renovating the building located at 38 Water Street, Massena, NY, and

Whereas, the project improvements have not been completed and the borrower is behind schedule, and

Whereas, staff continued to invoice the borrower for interest-only after the September 1, 2019 payment, and

Whereas, staff recommends granting an additional 8 months of interest-only with full payments beginning June 1, 2020, and

Whereas, the loan will re-amortize on May 1, 2020 to repay the debt over the remaining term of the loan, and

Whereas, the borrower has been current on its payments to the Authority, and

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

Now, upon the recommendation of the Project Development Committee, therefore be it

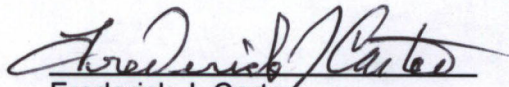
RESOLVED, the Development Authority of the North Country does hereby approve the loan modification for GOCO Ventures, LLC for an additional eight months of interest-only payments beginning with the October 1, 2019 payment and ending with the May 1, 2020 payment with the loan re-amortizing to be repaid over the remaining term, and authorizes the Executive Director to execute all necessary documentation.

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

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

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. 2020-02-12 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: GOCO Ventures, LLC

Loan Fund: North Country Redevelopment Loan Fund

Amount: up to \$250,000 (\$125,000 loan/\$125,000 grant)
(New York State Empire State Development Funding); grant
to loan always 1:1

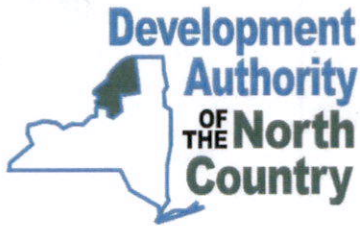
Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only for 17 months; then principal and interest to
fully amortize the loan over the remaining term.

Collateral: Second mortgage and assignment of rents and leases on 38
Water Street, Massena, NY 13662

Guarantors: William V. Fiacco and Susan M. Fiacco



Board Resolution No. 2020-02-13
February 27, 2020

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
TRAILHEAD RESORT, LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2018-06-87** ratified funding to Trailhead Resort LLC in the amount of \$233,000 from the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, Essex County IDA along with all taxing entities (Town of Newcomb, Newcomb Central School, and Essex County) have approved a 10-year PILOT agreement for Trailhead Resort, and

Whereas, in order to be able to provide the real property tax exemptions, the Essex County IDA will need to take an interest in the property, and

Whereas, this transaction will be subordinate to our debt and will have no impact on our collateral, and

Whereas, the borrower has been current on its payments to the Authority, and

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

Whereas, the Regional Loan Review Committee approved this loan modification at its meeting on February 10, 2020.

Now, upon the recommendation of the Project Development Committee, therefore be it

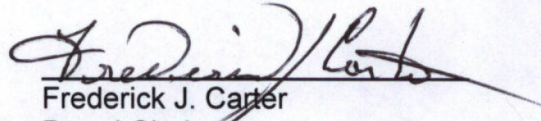
RESOLVED, the Development Authority of the North Country does hereby approve the loan modification for Trailhead Resort LLC consenting to the Essex County IDA Ground Lease subordinate to the Authority's loan, and authorizes the Executive Director or Deputy Director/CFO to execute all necessary documentation.

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

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

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. 2020-02-13 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: Trailhead Resort, LLC

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund

Amount: \$233,000 (ESD funding)

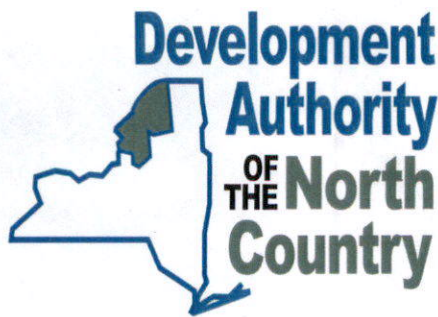
Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only for 12 months; then principal and interest to fully amortize the loan over the remaining term.

Collateral: First mortgage and assignment of rents and leases on real estate at 5410 Route 28N, Newcomb, NY; priority lien on machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of business.

Guarantors: Anthony F. Audino and Kelly Stamas-Audino



ADMINISTRATION and REGIONAL DEVELOPMENT DIVISION

Dulles State Office Building • 317 Washington Street, Suite 414 • Watertown, New York 13601 • Telephone (315) 661-3200 • TDD (800) 662-1220

WATER QUALITY DIVISION
Warneck Pump Station
23557 NYS Route 37
Watertown, New York 13601

TELECOMMUNICATIONS DIVISION
Dulles State Office Building
317 Washington Street, Suite 406
Watertown, New York 13601

MATERIALS MANAGEMENT DIVISION
Solid Waste Management Facility
23400 NYS Route 177
Rodman, New York 13682

ENGINEERING DIVISION
Warneck Pump Station
23557 NYS Route 37
Watertown, New York 13601

Telephone (315) 661-3210
Emergency Telephone (315) 786-4000

Telephone (315) 661-3200
Emergency Telephone (866) 669-3262

Telephone (315) 661-3230

Telephone (315) 661-3210

TO: Project Development Committee

FROM: Michelle Capone

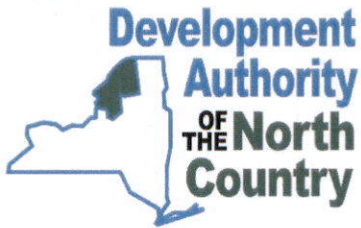
DATE: February 5, 2020

SUBJECT: Trailhead Resort LLC-Consent to Ground Lease

Trailhead Resort LLC received \$233,000 from the North Country Transformational Tourism Fund to construct glamping units in Newcomb, NY. The Development Authority has a first mortgage position on the real estate.

The Essex County IDA with all taxing entities (Town of Newcomb, Newcomb Central School, and Essex County) have approved a 10-year PILOT agreement for Trailhead Resort. In order to be able to provide the real property tax exemptions, the Essex County IDA will need to take an interest in the property. The Development Authority is being asked to consent to an Essex County IDA Ground Lease. This Ground Lease will be subordinate to the Development Authority's debt. This transaction will have no impact on our collateral. The paperwork for the PILOT needs to be filed by March 1. The full-assessed value of the property is \$850,000.

Staff recommends that we consent to the Ground Lease.



Board Resolution No. 2020-02-14
February 27, 2020

APPLICATION FOR FUNDS
OFFICE OF ECONOMIC ADJUSTMENT
JOINT LAND USE IMPLEMENTATION FUNDING

Whereas, **Resolution No. 2015-06-70** authorized the application for funds from the United States Office of Economic Adjustment (“OEA”) to provide planning services, and

Whereas, **Resolution No. 2018-03-49** authorized the application for funds from OEA to implement the recommendations set forth in the joint land use study, and

Whereas, the Development Authority has completed the objective of the second OEA Grant, and

Whereas, the Development Authority is requesting additional funding from OEA to implement a query tool and to increase communications between Fort Drum and communities regarding encroachment, and

Whereas, the application includes a request for funding for improvements to the Army water line as part of military installation resiliency.

Now, upon the recommendation of the Project Development Committee, therefore be it

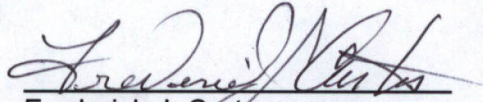
RESOLVED, the Development Authority of the North Country does hereby authorize the Director of Regional Development to submit an application to the U.S. Department of Economic Adjustment for funding to implement on-going efforts as set forth in the joint land use study.

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

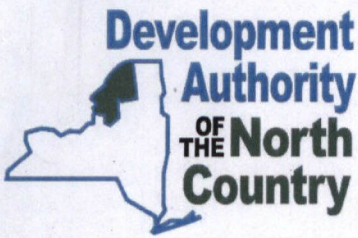
Calligaris - Yes	Hefferon - Yes	Johnson - Absent	Mastascusa - Absent
Carter - Yes	Hollenbeck - Absent	MacKinnon - Yes	Murray - Yes
Doheny - Absent	Hunt - Present	McGrath - Absent	Turck - Absent

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. 2020-02-14 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.



Frederick J. Carter
Board Chairman



**Board Resolution No. 2020-02-15
February 27, 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 Town of Lisbon desires to enter into a new six (6) month Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of \$17,500, and

Now, upon the recommendation of the Facilities Committee, 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

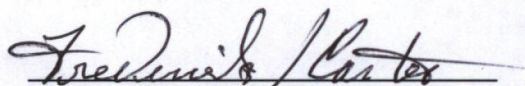
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

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. 2020-02-15 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF LISBON**

This sets forth the Operation and Maintenance Service Agreement made effective January 13, 2020 ("Effective Date"), by and between the Town of Lisbon ("Lisbon"), a New York municipal corporation with offices at 6963 Cty Rt. 10 Lisbon, New York 13658 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 Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as Exhibit "A".
- 2) The Authority desires to provide Operations and Maintenance Services for the Town 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	Town Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

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

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official", the Town Supervisor.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the Town means the period of twelve (12) calendar months beginning with January 1st of any year and ending with December 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 9) "IMA", Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 12) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.
- 13) "Town of Lisbon", a municipal corporation with offices at 6963 Cty Rt. 10 Lisbon, New York 13658 (herein referred to as "Town of Lisbon" or "Town").

- 14) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.
- 15) "Water Facilities", the Town-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
 - 1 Ground Water Treatment Plant
 - Chlorine chemical feed pump
 - 2 well pumps
 - 1 86,000 gallon water storage tank
 - Approximately 11 hydrants:
 - Approximately 18 main-line valves
 - Approximately 85,000 feet of water transmission lines
 - Approximately 105 service connections
- 16) "Wastewater Facilities", the Town-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
 - Pump stations with ancillary equipment
 - Approximately 14,000 feet of gravity sewer
 - 55 manholes
 - Sewage Pumps
 - Emergency Generator
 - 1 Rotating Biological Contactor
 - 2 Septic Tanks
 - 1 Flow Equalization Tank
 - 1 Secondary Clarifier
 - 4 Sand Filters
 - 2 Air Blowers
 - 1 Control Building

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Town hereby engages the Authority to operate and maintain the Town'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 Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.
- 3) The Authority will seek approval from the Town for non-incidentual expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 301.

- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

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

1) Operations and Maintenance Services

Wastewater Operation and Maintenance Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - Perform NYSDEC required testing	7 days/Week
<u>Weekly Maintenance</u> - General housekeeping of treatment plant and pump station - Check oil in all equipment - Inspect Lift Stations for proper operation and record pump runtime where hour meters are present	1/Week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed - Inspect and test high flow floats at pump stations - Submit Discharge Monitoring Reports to the DEC	1/Month
<u>Quarterly Maintenance</u> - Perform basic manufacturer's maintenance on mechanical equipment	4/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on all mechanical equipment, with the exception of the back-up generator	1/Year
<u>Reporting</u> - Prepare a monthly operations summary report for the Town. The report will include a summary of the work completed by DANC.	1/Month

Water System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of water treatment plant; inspect and examine all mechanical equipment, electrical equipment and piping for proper operation. - Record chlorine, and other chemical usage; mix/re-fill as required - Record key plant parameters: flow and chlorine residual - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - General housekeeping of treatment plant - Record one (1) chlorine residual test at one (1) random sample point within the distribution system - Check water storage tank operation	7 days/week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed	
<u>Quarterly Maintenance</u> - Check and calibrate chlorine analyzer and turbidimeters, as required - Grease pumps in accordance with manufacturers recommendations. - Perform recommended manufacturer's maintenance on chlorine analyzer	1/Quarter
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory required random distribution sample for total coliform - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water quality analyses, required by the DOH - Prepare an Annual Water Quality Report for Town to distribute	As Required. Monthly 1/Month As Required 1/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on chlorine analyzers, and chemical feed pumps - Flush all hydrants and exercise mainline valves in distribution system - Check/verify alarm set points and proper operation	1/Year

2) Miscellaneous Services

- a) The following miscellaneous services are provided by the Authority at no additional cost to the Town:
- Transportation for Authority employees to complete the routine tasks described above.
 - Incorporation of the Town's sewer and water facility equipment into the Authority's computerized maintenance management system (CMMS).
 - Development of written preventative maintenance plans for the Town's equipment.
 - Creation of a standard operating procedure for the Town's sewer and water equipment.

- Attendance at monthly Town 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.**

b) Geographic Information System (GIS) Services

The Authority agrees to provide the Town with GIS 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.

Base GIS 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.

The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed internet connection to access Hosting Services.

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 IMA use or misuse.

The Town understands that Hosting Services are provided "as is" with no warranty.

All Town Datasets hosted on the IMA will remain the property of the Town. 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 Town Datasets in electronic format within 15 days.

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 (in accordance with 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.

3) Additional Services

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

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

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

The Town 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 Town will be responsible for all backup generator maintenance.

ARTICLE III - Emergency Procedures and Services

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

Section 302. Payment. The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate specified in Section 503, with a two-hour minimum. All equipment used for emergencies will be billed in accordance with the current Development Authority equipment rental rates provided to the Town. 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 Six (6) Months commencing January 13, 2020, and ending July 12, 2020 provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

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

Year	Period	Base Wastewater Services	Base Water Services
1	1/13/20 – 7/12/20	\$12,075	\$5,425

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

Section 503. Additional Work. The Town shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town 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	\$128	NA
Water Quality Division Manager	\$82	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$64	\$82
Operator	\$60	\$77
Water Quality Technician	\$52	\$66
Admin	\$62	\$80

ARTICLE VI - Town Responsibilities

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

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

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment; chemicals, fuels; lubricants and supplies necessary to operate and maintain the facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced for such inventory. The receipt, proper use and record keeping thereof, shall be the Town's responsibility.

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

ARTICLE VII - Termination

Section 701. 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 VIII – Insurance/Liability

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

Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above; insurance must be issued in NYS to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Authority shall secure and maintain insurance satisfactory to the Town.

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

803. Force Majeure. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the 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 beyond either party's control may include, but are not restricted to, acts of God or of

the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Town's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.

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

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

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

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

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

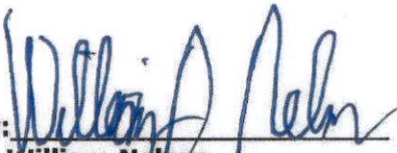
Section 1008. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 1009. 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 Town Board to Enter Into this Agreement with the Development Authority of the North Country

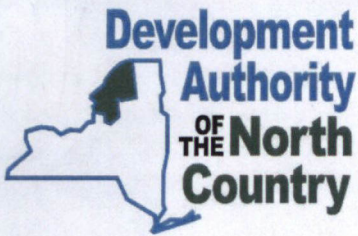
ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

TOWN OF LISBON

By: 
William Nelson
Town Supervisor

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
James W. Wright
Executive Director



**Board Resolution No. 2020-02-16
February 27, 2020**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF MORRISTOWN
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 Town of Morristown desires to enter into a new one (1) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of \$55,200, and

Now, upon the recommendation of the Facilities Committee, 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 Morristown, and be it further

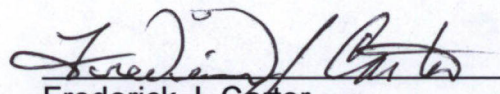
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

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. 2020-02-16 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF MORRISTOWN**

This sets forth the Operation and Maintenance Service Agreement made effective January 1, 2020 ("Effective Date"), by and between the Town of Morristown ("Morristown"), a New York municipal corporation with offices at 604 Main St. Morristown, New York 13664 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 Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated 12/17/19, a certified copy of which is attached as Exhibit "A".
- 2) The Authority desires to provide Operations and Maintenance Services for the Town 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	Town Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

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

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official", the Town Supervisor.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the Town means the period of twelve (12) calendar months beginning with January 1st of any year and ending with December 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 9) "IMA", Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 12) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.
- 13) "Town of Morristown", a municipal corporation with offices at 604 Main St., Morristown, New York 13664 (herein referred to as "Town of Morristown" or "Town").

- 14) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.
- 15) "Water Facilities", the Town-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
- 1 Surface Water Treatment Plant
 - Chlorine chemical feed pumps
 - Chlorine analyzer
 - Turbidimeters
 - 2 low lift pumps
 - 2 high lift pumps
 - 1 250,000 gallon water storage tank
 - Approximately 41 hydrants
 - Approximately 98 main line valves
 - Approximately 33,000 feet of water transmission lines
- 16) "Wastewater Facilities", the Town-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
- Vacuum station/pump stations with ancillary equipment
 - Approximately 31,600 feet of vacuum sewer main
 - Approximately 4,100 feet of gravity sewer
 - 58 manholes
 - Sewage Pumps
 - Emergency Generator
 - Approximately 135 grinder pump stations and low pressure laterals
 - Approximately 15,000 feet of force main
 - 1 Sequencing Batch Reactor Wastewater Plant

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Town hereby engages the Authority to operate and maintain the Town'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 Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.
- 3) The Authority will seek approval from the Town for non-incidental expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 301.

- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

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

1) Operations and Maintenance Services

Wastewater Operation and Maintenance Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - Perform DEC required testing	7 days/Week
<u>Weekly Maintenance</u> - General housekeeping of treatment plant and pump station - Check oil in all equipment - Inspect Lift Stations for proper operation and record pump runtime where hour meters are present - Inspect and maintain chemical feed pumps	1/Week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed - Inspect and test high flow floats at pump stations - Submit Discharge Monitoring Reports to the DEC	1/Month
<u>Quarterly Maintenance</u> - Perform basic manufacturer's maintenance on mechanical equipment	4/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on all mechanical equipment, with the exception of the back-up generator - Clean probes and collection tank	1/Year
<u>Reporting</u> - Prepare a monthly operations summary report for the Town. The report will include a summary of the work completed by DANC.	1/Month

Water System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of water treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Record chlorine, and other chemical usage; mix/re-fill as required - Record key plant parameters: flow, turbidities, and chlorine residual - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - General housekeeping of treatment plant - Record one (1) chlorine residual test and (1) turbidity test result at one (1) random sample point within the distribution system - Check water storage tank operation	7 days/week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed	
<u>Quarterly Maintenance</u> - Check and calibrate chlorine analyzer and turbidimeters, as required - Grease pumps in accordance with manufacturers recommendations - Perform recommended manufacturer's maintenance on turbidimeters and chlorine analyzer	1/Quarter
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory two (2) random distribution sample for total coliform - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water quality analyses, required by the DOH - Prepare an Annual Water Quality Report for Town to distribute	2/Month 1/Month 1/Month 1/Year 1/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on turbidimeters and chlorine analyzers, and chemical feed pumps - Flush all hydrants and exercise mainline valves in distribution system - Check/verify alarm set points and proper operation	1/Year

2) Miscellaneous Services

- a) The following miscellaneous services are provided by the Authority at no additional cost to the Town:
- Transportation for Authority employees to complete the routine tasks described above.
 - Incorporation of the Town's sewer and water facility equipment into the Authority's computerized maintenance management system (CMMS).
 - Development of written preventative maintenance plans for the Town's equipment.
 - Creation of a standard operating procedure for the Town's sewer and water equipment.

- Attendance at monthly Town Meetings, as requested.
- **24-Hour emergency call service and availability of "On-Call" Operator for Emergency service as requested. Emergency services will be billed according to Section 302 and Section 503. Response to Emergencies within the wastewater collection system or water distribution system will be at the request of the Town of Morristown.**

b) **Geographic Information System (GIS) Services**

The Authority agrees to provide the Town with GIS 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.

Base GIS 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.

The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed internet connection to access Hosting Services.

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 IMA use or misuse.

The Town understands that Hosting Services are provided "as is" with no warranty.

All Town Datasets hosted on the IMA will remain the property of the Town. 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 Town Datasets in electronic format within 15 days.

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 (in accordance with 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.

3) **Additional Services**

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections,

other technical assistance as requested, etc. all as requested of the Authority by the Town will be reimbursed as described in Section 503.

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

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

The Town 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 Town will be responsible for all back up generator maintenance.

ARTICLE III - Emergency Procedures and Services

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

Section 302. Payment. The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate specified in Section 503, with a two-hour minimum. All equipment used for emergencies will be billed in accordance with the current Development Authority equipment rental rates provided to the Town. 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 commencing January 1, 2020, and ending December 31, 2020 provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V - Compensation

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

3 4

Year	Period	Base Wastewater Services	Base Water Services
1	1/1/20 – 12/31/20	\$29,100	\$26,100

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

Section 503. Additional Work. The Town shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town 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	\$128	NA
Water Quality Division Manager	\$82	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$64	\$82
Operator	\$60	\$77
Water Quality Technician	\$52	\$66
Admin	\$62	\$80

ARTICLE VI - Town Responsibilities

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

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

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced by the Authority, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority's responsibility.

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

ARTICLE VII - Termination

Section 701. 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 VIII – Insurance/Liability

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

Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above; insurance must be issued in NYS to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Authority shall secure and maintain insurance satisfactory to the Town.

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

803. Force Majeure. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the 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 beyond either party's control may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Town's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.

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

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

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 enforceable to the fullest extent permitted by law.

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

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

Section 1008. 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 1009. 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 Town Board to Enter Into this Agreement with the Development Authority of the North Country

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

TOWN OF MORRISTOWN

By: 
Frank Putman
Town Supervisor

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

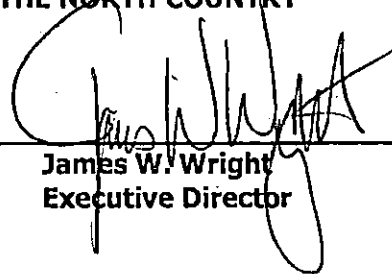
By: 
James W. Wright
Executive Director

EXHIBIT A

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF MORRISTOWN

At a regular meeting of the Town Board of the Town of Morristown, held at the Town offices, Main Street, Morristown, New York, on December 17, 2019, at 7:00 p.m. there were:

Present:

Frank Putman, Supervisor
Shawn Macaulay, Councilmember
Gary Turner, Councilmember
David VanArnam, Councilmember
Christopher Coffin, Councilmember
Absent: None

WHEREAS, by order of this Board dated December 17, 2019, the Town Supervisor, Frank Putman, was authorized to execute an Operations & Maintenance Agreement between the Town of Morristown and the Development Authority of the North Country,

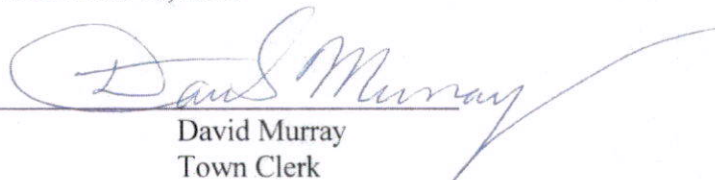
To Wit: A resolution was made by Councilman Christopher Coffin to authorize the Supervisor to execute an Operations & Maintenance Agreement with the Development Authority of the North Country, with the three noted spelling corrections: Page 4: under Reporting-change *Village* to *Town*, Page 11: Article X- Section 1004 change *unenforceable* to *enforceable*, page 12: change spelling of Supervisors surname to *Putman*. The resolution received a second from Councilman Gary Turner.

Upon a roll call vote of the Board the resolution was duly adopted as follows:

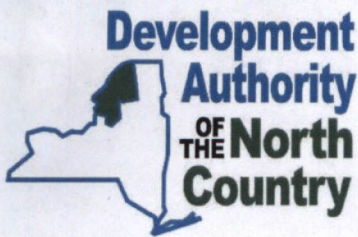
Supervisor Putman	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Shawn Macaulay	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
David VanArnam	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Gary Turner	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>
Christopher Coffin	yes <input checked="" type="checkbox"/>	no <input type="checkbox"/>

Therefore, I certify that this resolution is a true and accurate copy of the same as contained in the records of the Town of Morristown.

Dated: December 18, 2019


David Murray
Town Clerk

(SEAL)



**Board Resolution No. 2020-02-17
February 27, 2020**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF PAMELIA
SEWER DISTRICT 9**

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 No. 2018-02-18**, the Authority entered into a two year agreement with the Town of Pamela, and

Whereas, the Town of Pamela desires to continue a new five (5) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of \$17,409, and

Now, upon the recommendation of the Facilities Committee, 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 Pamela, and be it further

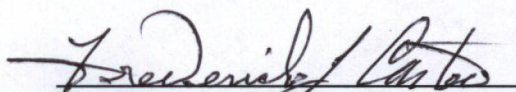
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

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. 2020-02-17 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 27th day of February, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 27th day of February, 2020.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT
(TOWN OF PAMELIA - SEWER DISTRICT NO. 9)

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF PAMELIA**

This sets forth the Operation and Maintenance Service Agreement made effective March 1, 2020, by and between the **TOWN OF PAMELIA**, a New York municipal corporation with offices at 25859 NYS Route 37, Watertown New York 13601 ("Town") 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 Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated 1/13, 2020 a certified copy of which is attached as Exhibit "A".
- 2) The Authority desires to provide Operations and Maintenance Services for the Town 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	Town Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

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

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Town Official", means the Town Supervisor or his duly authorized representative.
- 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" means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 7) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the sewer 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 Authority to remotely monitor certain facilities.
- 10) "Town of Pamela", a municipal corporation with offices at 25859 NYS Route 37, Watertown New York 13601 (herein referred to as "Town of Pamela" or "Town").
- 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) "Wastewater Facilities", the Town-owned wastewater facilities described in Town of Pamela Map, Plan and Report for Sewer District No. 9 and briefly described below:

Wastewater Collection System:

- One (1) Lift Station on Bradley Street
- Gravity Sewer Collection Piping, Valves, and Force Main

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Town hereby engages the Authority to operate and maintain the Town's Wastewater Facilities (hereinafter "Town Facilities"), employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.
- 3) The Authority will seek approval from the Town for non-incidentual expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 201.
- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday.

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

1) Operations and Maintenance Services:

Wastewater Collection System Services
<u>Weekly Services</u> <ul style="list-style-type: none">- Visual inspection of sanitary sewer pump station for proper operation- General housekeeping of pump station- Record key operation parameters (flow, equipment run hours, pump pressures)- Visual inspection of wet well for grease build-up

2) Miscellaneous Services:

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

- Transportation for Authority employees to complete the routine tasks described above.
- Incorporation of the Town Facilities equipment into the Authority's Computerized Maintenance Management System (CMMS)
- Development of written preventative maintenance plans for the Town Facilities equipment
- Attendance at monthly Town Meetings, as requested
- Limited snow removal services as described in section 604.

3) Additional Services:

Any other tasks not included in the scope of services described above, such as: response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc., all as requested of the Authority by the Town will be reimbursed at the labor rates agreed upon in this contract. Mileage will be charged at the effective mileage rate to and from the Warneck Pump Station.

The Town 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.

4) Future Development:

Scope and cost of services is based on facilities described in the Town of Pamela Map, Plan and Report for Sewer District No. 9. Future development or changes not presented in these reports will result in re-negotiation of compensation for this Contract.

ARTICLE III - Emergency Procedures and Services

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

Section 302. **Payment.** The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate with a two-hour minimum, and all equipment used for emergencies will be billed in accordance with the rates specified in Section 503 and the current Development Authority Equipment Rental Rates provided to the Town. Mileage from the Warneck Pump Station to and from the work site will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. **Term.** The term of this Agreement shall be five (5) years commencing March 1, 2020 and ending February 28, 2025.

Section 402. **Additional Term.** The Town, by written notice to the Authority, on or before 30 days of the expiration of this Agreement, may extend the term of this Agreement for a period not less than one nor more than five years, upon the same terms and conditions except annual compensation, which shall be established by mutual agreement of the parties.

ARTICLE V - Compensation

Section 501. **Compensation.** For all services required under Section 202-1, 2, and 3 of this Agreement, the Authority shall be compensated as follows, payable one-twelfth thereof monthly, and within 30 days following receipt by the Town of a proper invoice covering the month in which such service was rendered. The cost of the contract will be reviewed and increased as additional connections are added to the system. Contract price will be reviewed and agreed upon prior to end of contract term.

Year	Period	Base DANC Cost
1	3/1/2020 to 2/28/2021	\$3,345
2	3/1/2021 to 2/29/2022	\$3,412
3	3/1/2022 to 2/29/2023	\$3,481
4	3/1/2023 to 2/29/2024	\$3,550
5	3/1/2024 to 2/28/2025	\$3,621

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

Section 503. Additional Work. The Town shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town shall approve the cost of labor, equipment and materials in advance, unless the situation is deemed an emergency such that immediate response is required.

Employee Wage Rate	Standard	Overtime
Manager/Engineer	\$82	NA
Engineering Manager	\$128	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	NA
Lead Operator	\$64	\$82
Operator	\$60	\$77
Technician	\$52	\$66
Admin	\$62	\$80

ARTICLE VI - Town Responsibilities

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

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

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain

the Town Facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced by the Authority, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority's responsibility.

Section 604. Snow Removal. The Town will be responsible for:

- 1) Major or excessive snow falls which cannot be handled by the Authority's standard four-wheel drive pickup truck with plow.
- 2) Clearing after multiple plowing due to limited space.
- 3) In extreme conditions, snow removal as requested by the Authority.

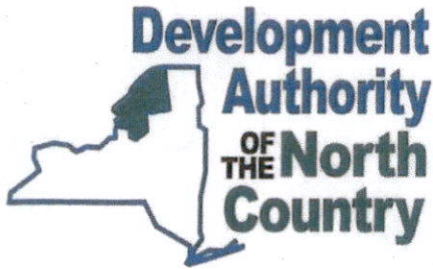
ARTICLE VII - Termination

Section 701. 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 VIII – Insurance/Liability

Section 801. Insurance. The Town shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its officers, employees, agents or contractors pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority shall secure and maintain insurance satisfactory to the Town. 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 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.

Section 802. Liability. 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.



ADMINISTRATION and REGIONAL DEVELOPMENT DIVISION
Dulles State Office Building • 317 Washington Street, Suite 414 • Watertown, New York 13601 • Telephone (315) 661-3200 • TDD (800) 662-1220

WATER QUALITY DIVISION
Warneck Pump Station
23557 NYS Route 37
Watertown, New York 13601

Telephone (315) 661-3210
Emergency Telephone (315) 786-4000

TELECOMMUNICATIONS DIVISION
Dulles State Office Building
317 Washington Street, Suite 406
Watertown, New York 13601

Telephone (315) 661-3200
Emergency Telephone (866) 669-3262

MATERIALS
MANAGEMENT DIVISION
Solid Waste Management Facility
23400 NYS Route 177
Rodman, New York 13682

Telephone (315) 661-3230

ENGINEERING DIVISION
Warneck Pump Station
23557 NYS Route 37
Watertown, New York 13601

Telephone (315) 661-3210

January 8, 2020

Mr. Scott Allen
Supervisor, Town of Pamela
25859 NYS Route 37
Watertown, NY 13601

RE: Development Authority of the North Country (DANC)
Operations of Town of Pamela Sewer District #9 Wastewater Facilities

Dear Mr. Allen:

The Development Authority of the North Country is pleased to provide the Town of Pamela with the proposed Sewer District #9 Operations and Maintenance Service Agreement for 5 years.

Provided the Town elects to proceed with our services, the cost for the 1st year of O&M services would be \$3,345. This is an increase of approximately 2% from the previous contract, with a proposed increase of 2% for each consecutive year of the proposed contract.

If you have any questions, please do not hesitate to contact me at (315) 661-3227.

Very truly yours,

Brian Nutting
WQ Division Manager

BN/mjd

Attachment