

Board Resolution No. 2020-05-48
May 28, 2020

**APPOINTMENT OF INTERIM EXECUTIVE DIRECTOR
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
CARL E. FARONE, JR.**

Whereas, the Executive Director of the Development Authority of the North Country has retired effective May 15, 2020, and

Whereas, by virtue of his serving as the Deputy Executive Director Carl E. Farone, Jr. assumed the responsibilities of acting Executive Director, upon the effective date of the vacancy caused by the retirement, and

Whereas, the Chairman of the Authority has appointed a search committee to oversee the process of an open recruitment and search for the selection of a new Executive Director,

Whereas, The Chairman has recommended the Authority affirm the appointment of Carl E. Farone, Jr. as the Interim Executive Director of the Authority and he shall serve in that capacity until such time as the Authority selects and appoints a permanent Executive Director.

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

RESOLVED the Development Authority of the North Country does here with appoint Carl E. Farone, Jr. as the Interim Executive Director of the Authority, with all the duties, responsibilities and authority provided for in the Authority By-Laws.

RESOLVED, said appointment shall be effective immediately and shall remain in full effect until such time as the Authority selects and appoints a successor.

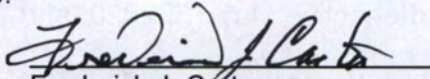
Resolved, the Development Authority of the North Country does hereby authorize the Selection Committee to negotiate a salary for said appointment. The negotiated salary shall not exceed that of the previous Executive Director.

Motion by: F. Carter
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-48 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



**Board Resolution No. 2020-05-49
May 28, 2020**

APPROVING INVESTMENT POLICY

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

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

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

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

Now, therefore, be it

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

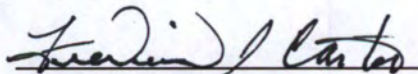
Motion by: A. Calligaris

Seconded by: A. MacKinnon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-49 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies



Subject: Investment Policy

Adopted: May 28, 2020

Resolution: 2020-05-49

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GUIDELINES FOR INVESTMENTS
BY THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

SECTION 1.0 TITLE

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

SECTION 2.0 PURPOSE

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

SECTION 3.0 DEFINITIONS

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

SECTION 4.0 PERMITTED INVESTMENTS

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

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

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

SECTION 5.0 SECURITY OF INVESTMENTS

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

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

SECTION 6.0 WRITTEN CONTRACTS AND PROCEDURES

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

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

SECTION 7.0 COLLATERAL, INSURANCE AND VALUATION OF COLLATERAL

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

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

SECTION 8.0 STANDARDS FOR DIVERSIFICATION OF INVESTMENTS

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

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

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

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

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

SECTION 10.0 OPERATIONS AND MANAGEMENT

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

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

SECTION 11.0 ANNUAL AUDIT OF INVESTMENTS

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

SECTION 12.0 INVESTMENT MANAGER REPORTS

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

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

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

SECTION 13.0 PUBLIC AUTHORITY REPORTING INFORMATION SYSTEM REPORTING

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

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

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

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

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

SECTION 15.0 EFFECTIVE DATE; ANNUAL REVIEW

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

Revised: November 10, 2005
Revision/Review Approval Date: April 10, 2007
Revision/Review Approval Date: March 27, 2008
Revision Date: March 31, 2009
Revision Date: July 2, 2009; Resolution No. 2009-07-06
Revision Date: October 25, 2010; Resolution No. 2010-10-04
Revision Date: May 26, 2011; Resolution No. 2011-05-04
Revision Date: March 22, 2012; Resolution No. 2012-03-01
Revision Date: March 21, 2013; Resolution No. 2013-03-01
Revision Date: March 20, 2014; Resolution No. 2014-03-08
Revision Date: March 19, 2015; Resolution No. 2015-03-30
Revision Date: March 31, 2016; Resolution No. 2016-03-37
Revision Date: March 23, 2017; Resolution No. 2017-03-24
Revision Date: March 28, 2018; Resolution No. 2018-03-31
Revision Date: February 28, 2019; Resolution No. 2019-02-01



**Board Resolution No. 2020-05-50
May 28, 2020**

APPROVING PROCUREMENT POLICY

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

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

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

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

Now, therefore, be it

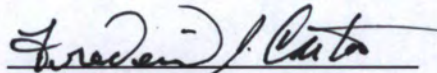
RESOLVED, that the Development Authority of the North Country does hereby approve the Procurement Policy, attached hereto and incorporated in this Resolution.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-50 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies

Subject: Procurement Policy
Adopted: May 28, 2020
Resolution: 2020-05-50



PROCUREMENT POLICY

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Procurement Policy

SECTION 1.0 PURPOSE

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

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

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

SECTION 2.0 DEFINITION OF TERMS

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

1. "Act" shall mean the Development Authority of the North Country Act found at Title 29, Article 8 of the New York State Public Authorities Law.
2. "Authority" shall mean the Development Authority of the North Country.
3. "Competitive Basis" shall mean the utilization of any of the competitive procurement methods enumerated in Section 3.1 of this Policy.
4. "Contract for Professional Services" shall mean any written agreement for services involving the exercise of discretion, knowledge or expertise that are performed for fee, commission or other compensation by persons or organizations, not providing such services in their capacities as an Officer or employee of the Authority. Professional Services include, but are not limited to, legal, accounting, management consulting, investment banking, financial services, insurance, planning, training, statistical research, public relations, architectural, engineering, surveying or any other services of a consulting, technical or professional nature.
5. "Contractor" shall mean any contractor, consultant or vendor who enters into a Procurement Contract to provide goods, materials, equipment or services to the Authority.
6. "Exempt Contracts" shall mean any written agreement for goods or services for which a procurement process is impractical and may be awarded on other than a competitive basis. Such exempt contacts may include services provided by legal monopolies, for

example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.

7. "Minority-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended, ~~and shall include any business enterprise, including a sole proprietorship, partnership or corporation that is:~~
 - ~~a. At least fifty one percent owned by United States citizens or permanent resident aliens belonging to one or more of the following minority groups: Blacks, Hispanics, Asians, Pacific Islanders or Native Americans, or, in the case of a publicly owned business, at least fifty one percent of the common stock or other voting interests of which is owned by Blacks, Hispanics, Asians, Pacific Islanders or Native Americans;~~
 - ~~b. An enterprise in which the minority ownership is real, substantial and continuing;~~
 - ~~c. c. An enterprise in which the minority ownership has, and exercises, the authority to control independently the day to day business decisions;~~
 - ~~d. An enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field;~~
 - ~~e. An enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and~~
 - ~~f. An enterprise that is a Small Business.~~
8. "New York State Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are substantially manufactured, produced or assembled in New York State, or services which are substantially performed within New York State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business in New York State.
9. "New York Resident" shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located elsewhere, always intends to return.
10. "Officer" shall mean any person so defined in the By-Laws of the Authority.
11. "Procurement Contract" shall mean any written agreement to which the Authority is a party for the acquisition of goods or services of any kind, including construction and public works.
12. "Procurement Policy" shall mean the Procurement Policy of the Authority that is developed and authorized by the Board of Directors of the Authority.
13. "Service-Disabled Veteran-Owned Business" shall have the same meaning ascribed thereto by Article 17-B of the Executive Law, as same may be amended, ~~and shall include any business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:~~
 - ~~a. At least fifty one percent owned by one or more service disabled veterans;~~
 - ~~b. An enterprise in which such service disabled ownership is real, substantial, and continuing;~~
 - ~~c. An enterprise in which such service disabled veteran ownership has and exercises the authority to control independently the day to day business decisions of the enterprise;~~
 - ~~d. An enterprise authorized to do business in this state and is independently owned and operated;~~

- ~~e.—An enterprise that is a small business which has a significant business presence in the state, not dominant in its field and employs, based on its industry, a certain number of employees as determined by the director, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and~~
- ~~f.—Certified by the New York State Office of General Services as a Service Disabled Veteran Owned Business.~~

14. "Small Business" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended, and shall include a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Minority and Women's Business Development, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto.

15. "Women-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law as same may be amended, ~~and shall include any business enterprise, including a sole proprietorship, partnership or corporation that is:~~

- ~~a.— At least fifty one percent owned by one or more United States citizens or permanent resident aliens who are women, or, in the case of a publicly owned business, at least fifty one percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;~~
- ~~b.— An enterprise in which the women ownership is real, substantial and continuing;~~
- ~~c.— An enterprise in which the women ownership has, and exercises, the authority to control independently day to day business decisions;~~
- ~~d.— An enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field;~~
- ~~e.— An enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and~~
- ~~f.— An enterprise that is a Small Business.~~

SECTION 3.0 COMPETITIVE PROCUREMENT METHODS

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

- A. **Centralized Contracts.** Services, goods or materials may be obtained through contracts or other arrangements of the New York State Office of General Services or the United States General Services Administration or contracts or other arrangements of local government provided that the procurement complies with applicable procurement laws, regulations and guidelines for the use of such contracts.
- B. **Comparative Pricing.** Solicitation and compilation of qualified potential contractor quotes and comparative analysis of the cost of each good, material or service required.

- C. **Sealed Competitive Bid.** Solicitation of sealed price bids by invitation and advertising for specified services (other than Professional Services), goods, materials, to be awarded to the lowest responsible bidder after the submission of a responsive bid.
 - D. **Requests for Proposals.** Solicitation of specific proposals for services and materials to determine the proposer's understanding of identified financial, organizational, logistical and technical requirements. Request for Proposals may also be used when there are problems detailing elements of performance including techniques and procedures as well as prices. Award of a Procurement Contract using this method is made on the basis of a formal evaluation of the qualifications of the proposers and the characteristics, quality and cost of such proposals.
 - E. **Other Competitive Method.** Any other competitive method of procurement that is consistent with the purposes of this Policy.
- 3.2 For every contract awarded pursuant to sealed competitive bids, the Authority shall maintain procedures designed to ensure that the contract is awarded to the lowest responsible bidder submitting a bid that meets the specifications. In determining responsibility, staff shall consider factors such as financial responsibility, reliability, skill, past performance by the contractor on Authority projects, judgment and integrity. The written procedures shall further require, among other things, that: (i) to the extent required by law, there be separate specifications for major categories for work; (ii) all advertisements for sealed bids be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; and (iii) the rationale for awarding the contract to other than the apparent low bidder be documented and retained in the procurement file.
- 3.3 For every contract awarded pursuant to a request for proposal process, the Authority shall maintain procedures governing the solicitation, evaluation and selection of consultants and contractors designed to ensure that the contract is awarded to a responsible contractor evidencing proven experience with projects of the scope, magnitude and complexity of the type that are the subject of the contract and that the contractor has the ability to perform all work required in a professional and timely manner. The written procedures shall require, among other things, that: (i) there be a written request for proposals setting forth the criteria and standards upon which the award is to be based; (ii) the notice of request for proposals be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; (iii) the rationale for awarding the contract be documented and retained in the procurement file; and (iv) any competitive negotiations with a proposer be in the best interests of the procurement and documented in the procurement file.
- 3.4 The Authority shall, in addition to the procedures required above, maintain written procedures for any other method of competitive procurement to be used by the Authority. These procedures shall, among other things: (i) identify the category of procurement to which the procedure relates; (ii) ensure reasonable competition given the cost and type of procurement; and (iii) require written documentation of the rationale for awarding the procurement.
- 3.5 The Authority shall implement and maintain a procedure for reviewing inquiries from unsuccessful bidders and proposers. Such process shall ensure that unsuccessful bidders and proposers are treated in a fair and equitable manner.

SECTION 4.0 NON-COMPETITIVE PROCUREMENT METHODS

- 4.1 The Authority, subject to the provisions of Section 4.2 of this Policy, shall not be required to use a competitive method of procurement in the following instances:
- A. Emergency Purchase. In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting property or other interests of the Authority, or the life, health or safety of persons require immediate action, the Executive Director or his or her designee may authorize the procurement on other than a competitive basis. For each such procurement, there shall be a written record setting forth the basis for concluding that there was an emergency and the methods used to identify the selected contractor.
 - B. Discretionary Purchases - SB/MWBE/SDVOB. In accordance with New York State Procurement Guidelines, the Executive Director, or designee, of the Authority may authorize the purchase of commodities or services from Small Business concerns, certified Minority or Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, or commodities or technology that are recycled or remanufactured, in an amount not exceeding the threshold established per State Finance Law §163-6~~two hundred thousand dollars (\$200,000)~~ without a formal competitive process.
 - C. Discretionary Purchases – Small Purchases. The Authority may purchase commodities or services costing less than fifteen thousand dollars (\$15,000), in the aggregate during the fiscal year, without requiring competitive quotations.
 - D. Preferred Sources. Goods or materials may be obtained from any provider which has been afforded Preferred Source status in accordance with Section 162 of the State Finance Law, such as the New York State Department of Correctional Services Division of Industries-Corcraft, Industries of the Blind of New York State, New York State Industries for the Disabled and New York State Office of Mental Health, which, by law, are exempt from competitive bidding or similar requirements.
 - E. Single Source: A procurement in which, even though two or more firms can supply the required commodities or services, the Executive Director, or designee, upon written findings setting forth the material and substantial reasons therefore, may award the contract to one offerer over the other. For each such procurement, there shall be documented in the procurement record the circumstances leading to the selection of the vendor, including the alternatives considered, the rationale for selecting the specific vendor, and the basis upon which it determined the cost was reasonable (State Finance Law § 163(h)).
 - F. Sole Source. A procurement in which only one offerer is capable of supplying the required commodities or services (State Finance Law § 163 (g)). The Executive Director, or designee, may authorize the award of a contract for that commodity or service on other than a competitive basis. A written record shall be made of the facts supporting such a sole source determination.
 - G. Exempt Contracts. Other types of goods or services for which a competitive procurement process is impractical may be solicited on other than a competitive basis. Such exempt contracts may include; services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.
- 4.2 All procurements made pursuant to this Section shall be done in accordance with law and in furtherance of the purposes enumerated in Section 1.0 of this Policy. In addition, even if procurements need not be made on a competitive basis under this Policy, the Authority will seek competition to the maximum extent practicable under the circumstances.

SECTION 5.0 MONETARY THRESHOLDS FOR PROCUREMENT METHODS

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

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

SECTION 6.0 PUBLICATION REQUIREMENTS FOR PROCUREMENT METHODS

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

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

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

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

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

SECTION 7.0 REQUIREMENTS REGARDING THE SELECTION OF PROCUREMENT CONTRACTORS

7.1 **Contracts for Professional Services.** The Authority shall award Contracts for Professional Services on a Competitive Basis unless the Procurement Contract is an Exempt Contract or is awarded using any of the non-competitive Source Selection Methods. Before entering into a Procurement Contract for Professional Services, the Authority should consider whether the

contemplated services are best provided by Authority staff or external consultants. Capacity, expertise and cost shall be considered in making the determination. In addition, the Authority shall assure that the award of such contract is made to a Procurement Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. The Authority shall also consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. As part of the competitive process, the Authority shall:

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

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

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

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

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

Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

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

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

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

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

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

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

1. Establish appropriate goals for participation of Minority and Women-Owned Business Enterprises in Procurement Contracts and for the utilization of Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 15-A of the Executive Law, as same may be amended.

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

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

- A. In furtherance of the above, and to promote the use of Certified Service-Disabled Veteran-Owned Business Enterprises in Procurement Contracts, the Authority shall:
 1. Establish appropriate goals for participation with Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 17-B of the Executive Law, as same may be amended.
 2. Solicit offers from Service-Disabled Veteran-Owned Business Enterprises known to have experience in the area of goods or service to be provided on Procurement Contracts in accordance with Article 17-B of the Executive Law, as same may be amended.
 3. Provide notice of any procurement to appropriate professional organizations that serve Service-Disabled Veteran-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.

4. Consult any list maintained by any State agency or department known to the Authority, including the Office of General Services, which identifies Service-Disabled Veteran-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Service-Disabled Veteran-Owned Business Enterprises listed therein to solicit their offers.
5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (1) participation by Service-Disabled Veteran-Owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (2) the utilization of certified Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (3) the utilization of partnerships, joint ventures or other similar arrangements between certified Service-Disabled Veteran-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.
6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.i above.

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

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

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

7.10 Budget. The Authority Board of Directors shall approve budgets on an annual basis. The Authority shall not enter into a Procurement Contracts where budgeted funds are not available.

7.11 Limitations on Contracts with Former Officers and Employees. The Authority shall not enter into a Procurement Contract with a former Officer or employee of the Authority or any entity in which such Officer or employee has an interest (including a position of employment with such entity) unless there has been compliance with the applicable provisions of the Public Officers Law.

SECTION 8.0 STANDARD PROVISIONS FOR PROCUREMENT CONTRACTS

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

SECTION 9.0 REPORT ON PROCUREMENT CONTRACTS

- 9.1** Within ninety (90) days after the end of its fiscal year, the Authority shall prepare a report on Procurement Contracts pursuant to Public Authority Law 2879. Such a report may be a part of any other annual report that the Authority is required to make, such as the Public Authorities Reporting Information System (PARIS) report. The Authority Chief Financial Officer~~Comptroller~~ and Compliance Officer are responsible for completing and submitting the PARIS report to the Office of the State Comptroller and the Authority Budget Office. The report shall include:
- A copy of the Procurement Policy of the Development Authority of the North Country,
 - An annual report on procurement contracts which is available to the public.
 - An annual report explaining this Policy on Procurement Contracts and any amendments hereto.

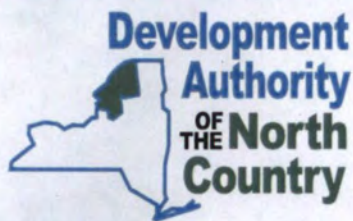
d. Any other reports required by law.

- 9.2 Availability to Public.** Copies of the annual report on Procurement Contracts shall also be available to the public on the Authority's website or upon reasonable request at the Authority's main office.
- 9.3** Pursuant to PAL 2879-a and NYCRR 206.3, the Authority is required to submit a report to the Office of the State Comptroller annually within 30 days prior to the end of its fiscal year. The report will include a description of every eligible contract and eligible contract amendment which the Authority reasonably anticipates awarding in the following fiscal year. This requirement relates specifically to Authority contracts in excess of one million dollars (\$1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York.

SECTION 10.0 MISCELLANEOUS PROVISIONS

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

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



**Board Resolution No. 2020-05-51
May 28, 2020**

APPROVING DISPOSITION OF REAL PROPERTY POLICY

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

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

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

Whereas, executive management has reviewed and recommends approval of the Disposition of Real Property Policy as amended.

Now, therefore, be it

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

Motion by: A. MacKinnon

Seconded by: M. Murray

Calligaris - **Yes**

Carter - **Yes**

Doheny - **Present**

Hefferon - **Yes**

Hollenbeck - **Present**

Hunt - **Present**

Johnson - **Yes**

MacKinnon - **Yes**

McGrath - **Present**

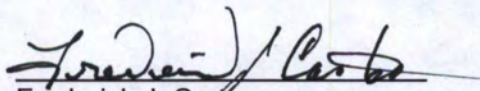
Mastascusa - **Absent**

Murray - **Yes**

Turck - **Yes**

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-51 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Governance Policies



Subject: Disposition of Real Property Policy

Adopted: May 28, 2020

Resolution: 2020-05-51

ADOPTED PURSUANT TO SECTION 2896 OF THE PUBLIC AUTHORITIES LAW

SECTION 1. DEFINITIONS

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

SECTION 2. DUTIES

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

SECTION 3. TRANSFER OR DISPOSITION OF PROPERTY

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

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

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

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

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

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

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

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



**Board Resolution No. 2020-05-52
May 28, 2020**

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

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

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

Now, therefore be it

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

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


Motion by: A. Calligaris

Seconded by: A. MacKinnon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-52 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman



Board Resolution No. 2020-05-53
May 28, 2020

GIS HOSTING AGREEMENT
VILLAGE OF MASSENA

Whereas, The Development Authority of the North Country has an existing GIS Hosting Agreement with the Village of Massena that expires on May 31, 2020, and

Whereas the Village of Massena will execute a new five year term agreement with the Authority to continue GIS hosting services, and

Whereas, the Authority's Board passed **Resolution No. 2013-05-01** establishing a fee structure for GIS hosting and authorizing the Executive Director to negotiate terms and execute such agreements with existing and potential GIS hosting customers.

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to enter into a GIS hosting agreement in accordance with the terms of the contract listed in Table 1 and Table 2 below.

Table 1 – GIS Hosting Contract

Name	Start Date	End Date	Total Contract Fee
Village of Massena	6/1/2020	5/31/2025	\$8,075

Table 2 – Annual Fees for "In Service Area" GIS Hosting Contracts

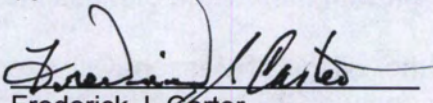
Year	Period	Annual Hosting Fee "Small"	Annual Hosting Fee "Large"
1	6/1/20 – 5/31/21	\$775	\$1,495
2	6/1/21 – 5/31/22	\$825	\$1,595
3	6/1/22 – 5/31/23	\$825	\$1,595
4	6/1/23 – 5/31/24	\$875	\$1,695
5	6/1/24 – 5/31/25	\$875	\$1,695

Motion by: G. Turck
Seconded by: A. MacKinnon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-53 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman

GIS WEB-BASED HOSTING AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & VILLAGE OF MASSENA

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

VILLAGE OF MASSENA, a municipal corporation of the State of New York having an office building and principal place of business located at 60 Main Street, Massena, NY 13662, herein after referred to as "Village",

And

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

Recitals

1. In August of 2014, the Village partnered with the City of Ogdensburg, the Towns of Alexandria, Lisbon, Louisville, and Massena; and the Villages of Alexandria Bay, Hammond, and Waddington, to develop a geographic information system (GIS) for water and wastewater infrastructure. This project, known as the St. Lawrence Seaway Regional GIS Project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. The Village's original GIS Hosting agreement period was July 1, 2015 through May 31, 2020.
2. The purpose of this agreement is to provide provisions for the Village to renew the GIS hosting and maintenance services for 5 years.
3. The Village Board, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

Article I	Definitions
Article II	Scope of Services
Article III	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	Miscellaneous

ARTICLE I - Definitions

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

- 1) "GIS," Geographic Information System used to store, display, and query spatial information.
- 2) "IMA," Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services
- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 4) "Datasets," refers to spatial data in formats that are compatible with the Authority's GIS, including shapefile and geodatabase.
- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.
- 6) "Database Checkouts," refers to Authority activities related to copying out the database features for a customer so the features and/or attributes can be edited/updated and returned to the Authority.

ARTICLE II - Scope of Services

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

- 1) The Authority agrees to provide the Village with Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.
- 2) The Village will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) The Village will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The Village agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Village hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The Village understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the Village Datasets hosted on the IMA will remain the property of the Village. The Village Datasets are defined as those that the Village develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Village with all the Village Datasets in electronic format within not more than 15 days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Village, or a third party. Other Datasets not developed by the Authority must be provided by the Village in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: twenty-four hours of staff time per year for Customer updates and Database Checkouts; staff time to annually update base map data including parcel data as supplied by the County, road data, orthoimagery, etc.; and phone support for technical questions concerning the IMA during regular business hours.

Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or

developing new datasets, all as requested of the Authority by the Village will be reimbursed as described in Section 402.

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years beginning on June 1, 2020, and ending May 31, 2025, provided that the Village and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. For base services outlined in Section 201, the Authority shall annually invoice the Village for base services on June 1st in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Village on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Village will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	6/1/20 – 5/31/21	\$1,495
2	6/1/21 – 5/31/22	\$1,595
3	6/1/22 – 5/31/23	\$1,595
4	6/1/23 – 5/31/24	\$1,695
5	6/1/24 – 5/31/25	\$1,695

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

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

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

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the operation of this Agreement.

The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

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

ARTICLE VII – Miscellaneous

All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven (7) years following the expiration or earlier termination of this Agreement or an extended agreement.

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

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF MASSENA

By: _____

By: _____

James W. Wright
Executive Director

Timmy J. Currier
Village Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 20__, before me personally came Timmy J. Currier, who being duly sworn, did dispose and says that he resides in Massena, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Village of Massena.

NOTARY PUBLIC

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

On this ____ day of _____, 20__, 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. 2020-05-54
May 28, 2020

**TECHNICAL SERVICES AGREEMENT
TOWN OF CHAMPION
ASSET MANAGEMENT PLAN**

Whereas, pursuant to **Resolution No. 2017-12-126**, the Development Authority of the North Country (Authority) and the Town of Champion (Town) entered into an Agreement dated November 1, 2017 to provide Operation and Maintenance Services for the Towns Water Districts 1 & 3 facilities, and

Whereas, pursuant to **Resolution No. 2017-12-127**, the Development Authority of the North Country (Authority) and the Town of Champion (Town) entered into an Agreement dated November 1, 2017 to provide Operation and Maintenance Services for the Towns Water Districts 2, 4 & 5 facilities, and

Whereas, pursuant to **Resolution No. 2018-08-107**, the Authority and the Town entered into an agreement dated September 1, 2018 to provide Operation and Maintenance Services for the Towns Sewer District No. 2 facilities, and

Whereas, the Town requested services from the Authority to conduct an inventory of the water and wastewater infrastructure located in the Towns Sewer District 2 and Water Districts 1 – 5; and to develop a plan for the Town to manage these assets, and

Whereas, the total cost to deliver these services shall not exceed \$8,000.

Now, therefore, be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Champion, 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**

Hefferon - **Yes**

Johnson - **Yes**

Mastascusa - **Absent**

Carter - **Yes**

Hollenbeck - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Doheny - **Present**

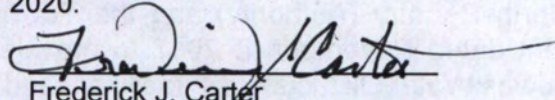
Hunt - **Present**

McGrath - **Present**

Turck - **Yes**

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-54 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman

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

WITH THE

TOWN OF CHAMPION

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

TOWN OF CHAMPION, a New York municipal corporation with offices at 10 North Broad Street, West Carthage, New York 13619, 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 has requested technical services from the Authority to conduct an inventory of water and wastewater infrastructure; and to develop a plan for the Town to manage these assets. 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.**
- B. The Authority previously developed Geographic Information System (GIS) datasets for water and wastewater collection systems under a separate agreement with the Town. Additionally, the Authority currently provides web-based GIS hosting services for the Town and provides Operation and Maintenance Services to the Town under an agreement dated September 1, 2018 for Sewer District 2 and November 1, 2017 for Water Districts 1-5.
- 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 in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of each of these tasks follows.
 - 1.1 Research and Data Acquisition

The Authority will review existing asset inventories and capital plan, and visit the Town's facilities to prepare a comprehensive asset inventory of all water and wastewater assets.

1.2 Plan Development

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

1.3 Presentation/Review

The Authority will review the results of the asset inventory with the Authority's operations staff to ensure the data captured is accurate. The inventory will be incorporated into a written Asset Management Plan. Copies of the bound report will be provided to the Town along with a CD containing the Asset Inventory in Excel format, the Asset Management Plan in Word format, and copies of any maps developed as part of the inventory.

2. 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 \$8,000. 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 Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

3. The Town shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.

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.

TOWN OF CHAMPION

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Bruce Ferguson
Town Supervisor

By: _____
Name: _____
Executive Director

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:

COUNTY OF JEFFERSON)

On this ____ day of _____, before me personally came _____, who being duly sworn, did dispose and says that he resides in _____, 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. 2020-05-55
May 28, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT 1
VILLAGE OF HEUVELTON
WATER SYSTEM IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2017-02-04**, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an Agreement dated January 11, 2017 to provide Technical Services to perform Design Phase, Construction Administration Phase, and Project Startup services for the Village's Water System Improvement Project for an amount not to exceed \$25,000, and

Whereas, pursuant to **Resolution No. 2017-02-05**, the Authority and the Village entered into an agreement dated January 11, 2017 to provide Supervisory Control and Data Acquisition (SCADA) Services in conjunction with their Water System Improvement Project, and

Whereas, the Village was awarded a NYS Water Infrastructure Improvement Act (WIIA) Grant in the amount of \$2,079,600, and the Authority's assistance has been requested to administer this grant, and

WHEREAS, the award of the WIIA grant will allow the Village to award Contract 3 Bid Alternate D in the amount of \$1,424,920 to complete distribution system improvements extending substantial completion to November 2020, and

Whereas, the extended project schedule and additional grant administration will result in additional expenses of \$15,000, bringing the not to exceed amount of the contract to \$40,000.

Now, therefore, be it

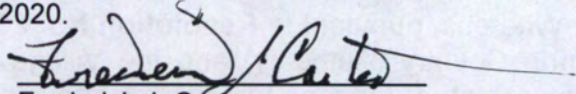
RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Heuvelton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

Motion by: F. Carter
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-55 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 1

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

**WITH THE
VILLAGE OF HEUVELTON**

Whereas, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an Agreement dated January 11, 2017 to perform Design Phase, Construction Administration Phase, and Project Startup services for the Village's Water System Improvement Project for an amount not to exceed \$25,000. These services are detailed in Section 1.A to 1.C of the original agreement, and

WHEREAS, in December 2019 the Village was awarded a NYS Water Infrastructure Improvement Act (WIIA) grant in the amount of \$2,079,600 for the project, and the Authority's assistance has been requested to administer this grant, and

WHEREAS, the award of the WIIA grant will allow the Village to award Contract 3 Bid Alternate D in the amount of \$1,424,920 to complete distribution system improvements extending substantial completion to November 2020, and

WHEREAS, the extended project schedule and additional grant administration will result in additional expenses of \$15,000.

NOW THEREFORE, the Authority and the Village agrees to amend the amount of the agreement to \$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.

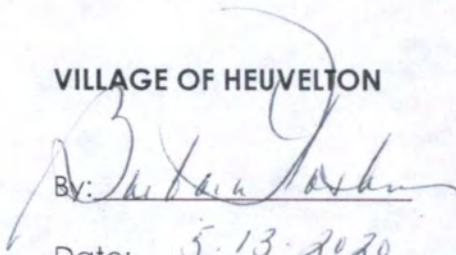
**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Date: _____

Executive Director

VILLAGE OF HEUVELTON

By:  _____

Date: 5.13.2020

Barbara Lashua
Mayor



**Board Resolution No. 2020-05-56
May 28, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 3
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 project coordination, development of a request for proposal and retention of an architectural firm, reporting on project status, and assisting the Village with the development of funding strategy and completion of funding applications; and

Whereas, pursuant to **Resolution No. 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, pursuant to **Resolution No. 2020-02-07**, the Authority entered into Amendment 2 dated January 21, 2020 as the Village Board 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, resulting in additional expenses of \$3,500, bringing the not to exceed amount of the contract to \$20,500, and

Whereas, the Village Board has requested additional services from the Authority for services to include grant administration, maintaining project budgets, submittal of disbursement requests, compiling and submitting MWBE reports, and coordination between all involved parties through the current estimated project completion of June 30, 2022. These requested services will increase the Authority's level of effort resulting in additional expenses of \$39,500, bringing the not to exceed amount of the contract to \$60,000.

Now, therefore, be it

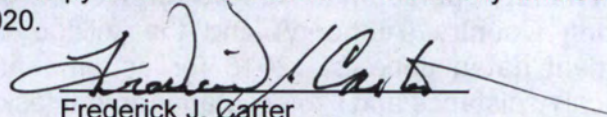
RESOLVED, that the Technical Services Agreement Amendment No. 3, by and between the Authority and the Village of Malone, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-56 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 3

**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: project coordination, development of a request for proposal and retention of an architectural firm, report on project status, and assisting the Village with the development of funding strategy and 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, and

WHEREAS, the continued project delays, and additional requested services increased the Authority's level of effort resulting in additional expenses of \$3,500 in accordance with Amendment No. 2, approved January 21, 2020, and

WHEREAS, the Phase 2 services listed in the original Agreement dated June 25, 2018 to include grant administration, maintaining project budgets, submittal of disbursement requests, compiling and submitting MWBE reports, and coordination between involved parties through the current estimated project completion of June 30, 2022 for design, bidding and construction phase of this project will result in additional expenses of \$39,500 in accordance with Amendment No. 3.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the agreement to \$60,000.

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: _____

Date: _____

Executive Director

VILLAGE OF MALONE

By: _____

Date: _____

Andrea Dumas
Mayor



**Board Resolution No. 2020-05-57
May 28, 2020**

**TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 1
TOWN OF PARISH
JOINT WATER SYSTEM PROJECT**

Whereas, pursuant to **Resolution No. 2020-02-10**, the Development Authority of the North Country (Authority) and the Town of Parish (Town) entered into an Agreement dated February 20, 2020 for an amount not to exceed \$15,000 to preform services related to a new water system and development of a request for proposal and facilitation of selection process for an engineer to complete design and construction of a new Town Water System, and

Whereas, the Town requested the Authority to provide additional monthly reporting, and

Whereas, these additional requested services will increase the Authority's level of effort resulting in additional expenses of \$2,500, bringing the not to exceed amount of the contract to \$17,500.

Now, therefore, be it

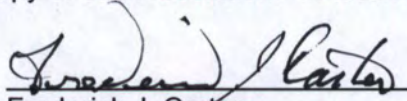
RESOLVED, that the **Technical Services Agreement Amendment No. 1**, by and between the Authority and the Town of Parish, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-57 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT NO.1

TO TECHNICAL SERVICES AGREEMENT BETWEEN

TOWN OF PARISH
AND

THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

WHEREAS, the Development Authority of the North Country (Authority) and the Town of Parish (Town) entered into an Agreement dated February 20, 2020 to provide Technical Services for the Joint Water Project, for an amount not to exceed \$15,000, and

WHEREAS, the Town has requested the Authority to provide additional services to create monthly reports documenting time allocation on the project for the original agreement services of preliminary engineering/design base services and the development and management of a request for proposal for engineering services, and

WHEREAS, the monthly report is estimated to require an additional 2 hours per month. The timeline of the current agreement is anticipated to extend through the end of design (April 2021). This would require the completion of 13 monthly reports.

WHEREAS, the additional scope of work will result in additional costs of \$2,500, bringing the not to exceed amount to \$17,500.

NOW, THEREFORE, the Authority and the Town agree to amend the amount of the original agreement to \$17,500.

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.

AUTHORITY

TOWN OF PARISH

By: _____
James W. Wright

By: Mary Ann Phillips
MARY ANN PHILLIPS

Title: Executive Director

Title: Supervisor

Date: _____

Date: 04/23/2020



Board Resolution No. 2020-05-58
May 28, 2020

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

Whereas, pursuant to **Resolution No. 2019-12-128** the Development Authority of the North Country continues to provide Operation, Maintenance and Administrative services for the Route 3 Sewer Facilities as it has since the inception of the Route 3 Board of Commissioners, and

Whereas, pursuant to **Resolution No. 2018-02-17** the Development Authority of the North Country upgraded Remote Terminal Units (RTUs) in 12 Route 3 pump stations funded via a Dormitory Authority of the State of New York (DASNY) State and Municipal Facilities (SAM) grant awarded to the Town of Champion, and

Whereas, the Board has requested additional SCADA services from the Authority to upgrade the RTUs and power supplies in pump stations LPS4 and LPS5, and

Whereas, the Agreement is for an amount not to exceed \$17,000.

Now, therefore be it

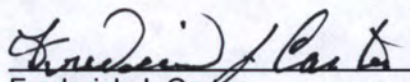
RESOLVED, that the standard SCADA Services Agreement, by and between the Authority and the Route 3 Board of Commissioners, for a total not to exceed contract amount of \$17,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-58 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SCADA SERVICES AGREEMENT
FOR ROUTE 3 PUMP STATION RTU UPGRADES**

WITH THE

ROUTE 3 SEWER FACILITIES BOARD OF COMMISSIONERS

**TOWN OF CHAMPION
TOWN OF LERAY
TOWN OF PAMELIA
TOWN OF RUTLAND
VILLAGE OF BLACK RIVER**

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

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

And

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

Recitals

- A. The Authority has provided Operation, Maintenance and Administration services for the Route 3 Sewer Facilities since its inception. In 2019 the Authority upgraded Remote Terminal Units (RTU) and power supplies in the 12 oldest pump stations utilizing a Dormitory Authority of the State of New York (DASNY) State and Municipal Facilities (SAM) grant awarded to the Town of Champion.
- B. At its meeting held on December 9, 2019, the Board approved its annual budget which included \$17,000 to upgrade the RTUs and power supplies in 2 additional pump stations.
- C. The Board has requested SCADA services from the Authority to upgrade the RTUs and power supplies in 2 pump stations. At its Board meeting held on _____, 2020, the Board selected the Authority to provide these services. **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:
 - Purchase, install, and integrate a new Bristol ControlWave Micro RTU and power supply into the existing Control Panel located at each pump station listed in Table 1.
 - Provide technical services, control engineering, and programming to convert the existing ACCOL based RTU program to IEC 61131 structured text programming required of the new RTUs and integrate the new RTUs with the Authorities SCADA system.

TABLE 1 – PUMP STATIONS TO BE UPGRADED

Location	Original Installation Year
LeRay PS4	2004
LeRay PS5	2004

2. The Board shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services (see Table 3) and for direct expenses such as mileage and postage; provided, however, that the total cost of such services shall not exceed \$17,000 as outlined in Table 2. This agreement will terminate when the scope of services is completed or at which time the Board elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Board within 30 days of receipt.

TABLE 2 – NOT TO EXCEED (NTE) COSTS FOR BASE SERVICES

Service	Cost per Pump Station	Quantity	NTE Amount
Purchase, install, and integrate new Bristol ControlWave Micro RTU and power supply for each pump station.	\$4,500	2	\$9,000
Technical services, control engineering and programming to convert existing ACCOL based RTU program to IEC 61131 structured text programming. Integrate the new RTUs with the Authorities SCADA system.	\$4,000	2	\$8,000
TOTAL			\$17,000

TABLE 3
 AUTHORITY STAFF BILLING RATES FOR FISCAL YEAR ENDING 2021

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

3. The Board shall provide the reasonable support services of its 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 Board as additional insured on the liability policy.
5. The Board shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Board will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner related to this Agreement, resulting in any manner from its negligent actions or inactions related to the Board's obligations under this agreement.
7. The Authority will at all times indemnify and save harmless the Board against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from 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 Board for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Board will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

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 Board. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
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 Board shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Board arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
11. The Authority is an independent contractor with the Board and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
12. No waiver by Board or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
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 Board and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice, provided however, that the Board shall pay the Authority all costs incurred by the Authority to the date of termination.



Board Resolution No. 2020-05-59
May 28, 2020

**SCADA SERVICES AGREEMENT
TOWN OF LERAY
WATER IMPROVEMENTS PROJECT**

Whereas, pursuant to **Resolution No. 2017-10-111** the Development Authority of the North Country continues to provide Operation & Maintenance services for the Town's Water and Sewer districts, and

Whereas, pursuant to **Resolutions No. 2018-08-95, No. 2017-05-46, No. 2015-06-51, No. 2013-12-07 and No. 2013-08-08** the Development Authority of the North Country has provided SCADA Services to the Town for various capital upgrade projects, and

Whereas, the Town has requested additional SCADA services from the Authority to provide a Control Panel and Integration Services for a new water tower that is being constructed as part of the LeRay II Water Improvements Project, and

Whereas, the Agreement is for an amount not to exceed \$23,500.

Now, therefore, be it

RESOLVED, that the standard SCADA Services Agreement, by and between the Authority and the Town of LeRay, for a total not to exceed contract amount of \$23,500, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.


Motion by: F. Carter

Seconded by: A. Calligaris

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-59 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

SCADA SERVICES AGREEMENT

TOWN OF LERAY – LERAY II WATER IMPROVEMENTS PROJECT

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

TOWN OF LERAY, a municipal corporation of the State of New York having an office building and principal place of business located at 8650 LeRay Street, Evans Mills, New York 13637, 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 the LeRay II Water Improvements Project, which among other things includes the construction of a new Water Storage Tank at the 5 Corners Road/RT 283 intersection.
- B. The Town is desirous of receiving Supervisory Control and Data Acquisition (SCADA) services for their water project. The Town, at its Board meeting held on _____, 2020 selected the Authority to provide SCADA services. **A Resolution from the Town's board, selecting the Authority to provide these services and authorizing this agreement, is 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 to be performed by the Authority consists of purchase, installation, and programming of SCADA equipment and software as follows:
 - A. Purchase and construct Control Panel to include Remote Terminal Unit (RTU), tank level display panel meter, power supply, battery backup and radio. Mounting of panel at the site and installation of conduit and wiring

to the panel will be done by others. The Authority will terminate wires inside the panel to the RTU.

- B. Provide technical services, control engineering, and SCADA programming to program and verify operation of the Tank Control Panel as defined by BCA Architects and Engineers Project Manuals.
- C. Purchase omni antenna, antenna cable and tank level pressure transducer. Installation of antenna at top of tank and weatherproofing, routing and securing of antenna cable between antenna and Control Panel will be done by others. Installation of pressure transducer in standpipe and installation of heat tape and insulation around pressure transducer will be done by others.
- D. Provide technical services, control engineering, and SCADA programming to integrate the Tank Control Panel with the Town's Master Well Controller at 'A' Site and into the Authority's telemetry system. This will include providing the operator with the option of which tank to operate from (RT342 Tank or Five Corners Tank).

2. The Town 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 \$23,500 as outlined in Table 1. 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.

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

Service	Budgetary Cost
Design, purchase parts, and construction of RTU Control Panel to include ControlWave Express RTU, tank level display meter, power supplies, battery backup and radio.	\$10,500
Technical services, control engineering and programming to program and verify operation of the Tank Control Panel as defined by BCA Architects and Engineers Project Manuals.	\$4,500
Purchase omni antenna, antenna cable and tank level pressure transducer for installation by others.	\$2,500
Technical services, control engineering and programming	\$6,000

to integrate the Tank Control Panel with the Town's Master Well Controller at 'A' Site and into the Authority's telemetry system.	
TOTAL	\$23,500

**TABLE 2
AUTHORITY STAFF BILLING RATES FOR FISCAL YEAR ENDING 2021**

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

3. The Town 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 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 related to this Agreement, resulting in any manner from its negligent actions or inactions related to the Town's obligations under this agreement.
7. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from 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 Town for damages, breach of

contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
10. The parties acknowledge that the Authority has undertaken and may undertake various 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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
11. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
12. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
13. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. 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 Town and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice, provided however, that the Town 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.

TOWN OF LERAY

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Ronald C. Taylor
Town Supervisor

By: _____
Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of _____, before me personally came **RONALD C. TAYLOR**, who being duly sworn, did dispose and says that he resides in the Town of LeRay, 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 Board.

NOTARY PUBLIC

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

On this ____ day of _____, before me personally came _____, who being duly sworn, did dispose and says that he resides in _____, 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. 2020-05-60
May 28, 2020

**ANNUAL REPORT
CREEK WOOD HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS**

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service as required, and

Whereas, the Authority has received an Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, the HDFC replaced James Wright as a director with Carl E. Farone Jr. as a director effective May 21, 2020, and

Whereas, no other business would be conducted at the annual meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

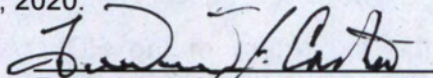
RESOLVED, that the existing directors of the HDFC effective May 28, 2020 shall continue in office until the next Annual Meeting.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-60 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

Creek Wood Housing Development Fund Company

Annual Report

May 28, 2020

As of May 5, 2020 there were 94 of 96 units occupied (3% vacancy rate). The project converted to permanent financing on February 14, 2014. The Authority lent \$3.4 million to the project. The tax returns for the HDFC were submitted in 2019.



**Board Resolution No. 2020-05-61
May 28, 2020**

**ANNUAL REPORT
CREEK WOOD II HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS**

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood II Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service, as required, and

Whereas, the Authority has received an Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, the HDFC replaced James Wright as a director with Carl E. Farone Jr. as a director effective May 21, 2020, and

Whereas, no other business would be conducted at the Annual Meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

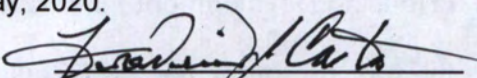
RESOLVED, that the existing directors of the HDFC effective May 28, 2020 shall continue in office until the next Annual Meeting.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-61 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

Creek Wood II Housing Development Fund Company

Annual Report

May 28, 2020

As of May 5, 2020, the project had 102 of 104 units occupied (3% vacancy). The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2019.



Board Resolution No. 2020-05-62
May 28, 2020

COMMUNITY RENTAL HOUSING PROGRAM
PINK PALACE PROPERTIES, LLC

Whereas, the Pink Palace Properties, LLC ('Applicant') has requested a loan in the amount of \$140,000 from the Community Rental Housing Program for improvement to properties located at 120 and 120.5 Keyes Avenue, Watertown, and

Whereas, the property has 12 market rate units, and

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

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

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a loan in the amount of \$140,000 from the Community Rental Housing Program to Pink Palace Properties, LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Deputy Executive Director/CFO to execute all documents necessary to make the loan, and be it further

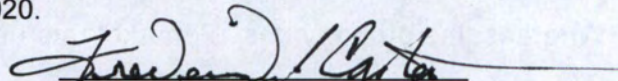
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-62 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: Pink Palace Properties, LLC

Loan Fund: Community Rental Housing Program

Amount: \$140,000

Loan Term: 120 months amortized over 240 months

Loan Rate: 3.25% (WSJ Prime Rate as of 5/6/2020)

Loan Payment: Construction interest-only; upon final draw monthly principal and interest payments begin

Collateral: Second mortgage behind AmeriCU on real estate located at 120 and 120.5 Keyes Avenue, Watertown, NY 13601, and assignment of rents and leases

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

Conditions:

- Applicant pays \$1000 to Authority for construction inspections.
- Applicant will submit copies of invoices to draw funds.

Community Rental Housing Program

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

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

PROJECT LOCATION: 120 and 120½ Keyes Ave, Watertown, NY 13601
(tax map #11-05-216.00)

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

AMOUNT: \$140,000.00 (Disbursed as construction loan)

TERM: Interest-only during construction, then upon final draw loan
will be for 120 months amortized over 240 months.
Construction is expected to take 12-18 months to complete.

RATE: 3.25% (WSJ Prime on 5/6/2020)

PAYMENTS: Construction interest-only until final draw and then
monthly principal and interest payments

COLLATERAL: Second mortgage position behind AmeriCU

GUARANTORS: Christopher Virgil-Stone and Joseph G. Firmin

USE OF FUNDS:

SOURCES OF FUNDS

Authority Loan	\$144,000.00
AmeriCU	\$399,000.00
Cash Equity	<u>\$77,000.00</u>
Total Sources	\$620,000.00

USES OF FUNDS

Acquisition	\$470,000.00
Improvements	\$150,000.00
Total Uses	<u>\$620,000.00</u>

AmeriCU=10 years amortized over 25 years, 5.15% first 5 years then adjusted. There will be a balloon of about \$297,000.

PROJECT:

Pink Palace Properties owned by Mr. Firman and Mr. Virgil-Stone recently purchased the apartment complex located at 120 and 120.5 Keyes Avenue, Watertown. The property is in need of renovation. The property has two buildings totaling 8,074 square feet. In total it has 3 efficiency apartments, 4 one-bedroom, and 5 two-bedroom apartments. Rents for the efficiencies average \$563/month. Rents for the one bedrooms average \$657 per month, and rents for the two

Community Rental Housing Program

bedrooms average \$785 per month. The tenants pay electricity. While considered **market rate** units, the rents are still below what is considered market rate by HUD. As of April 1, 2020, the HUD Fair Market Rents for Jefferson County are \$716 for an efficiency, \$834 for one bedroom, and \$1099 for two bedroom. Currently all units except one are rented.



Pink Palace Properties closed on the real estate on 3/11/2020. They are seeking our resources to make improvements. They have already used their own resources to update one unit. The improvements included new LVP flooring throughout the unit, paint, GFCI units, backsplash, and new fixtures, among other cosmetic items. Below is a picture of the renovated unit 4A kitchen. Next to it is a picture of the kitchen in Apt C that needs to be renovated.



The applicants provided a very detailed scope of work for each unit as well as the exterior of the buildings. Due to the Covid-19 pandemic, the applicants were not able to provide a contractor's quote for the entire project to be completed. They do have a quote for the work completed in unit 4A above. This work cost \$6262. They felt that this unit was in the middle for the type of work needed to be completed throughout all of the units.

Community Rental Housing Program



They also have a quote to fix the tower and other exterior cosmetic work. This includes: wrapping the windows with aluminum, install vinyl soffit, install vinyl siding, soffit and aluminum trim on watch tower wherever needed; paint the building in all areas needed; paint decorative corners on building; trim back trees; chimney work; repair damaged areas of 120 Keyes Ave. foyer; repair front porch and fix lattice; power wash fronts of both buildings; paint front doors; 120.5 Keyes Ave porch repair; repair siding on both buildings were needed; 120.5 Keyes Ave common area carpet and paint; replace roof on 120.5 Keyes Ave. There is no plan to replace the windows in the tower at this time. The quote for this work is \$56,050.

The applicants do not plan on any tenant dislocation. They will attempt to renovate the units as they turn. That is why they believe it will take 12-18 months to complete the entire project.

While the applicants live in Georgia, Mr. Virgil-Stone is from Watertown. They recently renovated a property on **Superior Street** in Watertown. Below are pictures of the outside and inside kitchen for this property.



Community Rental Housing Program

They have also engaged Forte Management Group, LLC located in Watertown as their Property Management Company. They are also bidding on the construction work through their firm, Forte Management Group, LLC.

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

FINANCIALS:

Historical

	2018	2019*
Income	\$89,421	61,273
Expenses		
Property Management	\$2,683	\$1,838
Insurance	\$4,843	\$2,874
Legal/Professional	\$1,278	\$ 879
Repairs/Maintenance	\$7,661	\$4,222
Taxes	\$5,033	\$3,039
Utilities	\$10,988	\$8,670
G&A	<u>\$ 125</u>	<u>\$1,124</u>
Total Expenses	\$32,611	\$22,646
Total NOI	\$56,810	\$38,627
New: Debt Service:	\$37,939	\$28,454
DSC Ratio	1.48	1.36

*2019 was for January-September 2019. The borrowers did not get the final year-end figures from the seller before closing on the real estate. The new debt service for 2019 assumes 9 months of payments and not 12.

- The historical financial information was internally prepared.
- Rents for the efficiencies averaged \$563/month. Rents for the one bedrooms averaged \$657 per month, and rents for the two bedrooms averaged \$785 per month.
- Based upon historical operations, there would be sufficient cash flow to repay the new debt.
- I requested interims through 3/31/2020, however the applicants did not request/receive the interim financials from the seller. They closed on the property 3/11/2020. The applicant did note that they had 100% of rents collected in April.

	<u>Projected</u> <u>2020</u>
Gross Potential Income	\$98,904
Vacancies	(\$8,242)
Net Rental Income	\$90,662
	8%

Community Rental Housing Program

Other Income:	
Laundry/Vending	\$1,500
Total Income	\$92,162

Expenses

Maintenance Expenses	\$ 7,373
Supplies	\$ 0
Utilities	\$ 4,169
Insurance	\$ 4,602
Management Fee	\$ 9,216
Legal Fee	\$ 1,200
Snow and Trash Removal	\$ 4,768
Grounds Expense	\$ 1,530
Taxes	\$ 4,993
Water and Sewer	\$ 1,763
Project Reserves	<u>\$ 5,165</u>
Total Expenses	\$44,779

Net Income/(Loss) \$47,383

Cash available for debt \$47,383

Debt:

AmeriCU	\$28,410
Authority Loan*	\$9,529
Total Debt	\$37,939

Debt Service Coverage Ratio: 1.25

*Assumes full principal and interest amortized over 240 months. There will be a balloon payment of about \$81,482 at the end of the 120 months.

- Our application for housing assistance requests that the applicant provide a detailed budget for year one operations. We request that the projections for years 2-15 be condensed to total income and expenses only.
- The projections assume that the borrowers will be transitioning rents closer to market as units turn over and improvements are completed. They are proposing the following: \$650 for efficiencies, \$775 for one-bedroom, and \$900 for two-bedroom. As noted above, as of April 1, 2020, the HUD Fair Market Rents for Jefferson County are \$716 for an efficiency, \$834 for one bedroom, and \$1099 for two bedroom. The proposed rents are still well below the HUD fair market rents for Jefferson County. Therefore, for example, the two-bedroom unit that they recently renovated will go from \$625 to \$900. The applicant feels that it will take about 10-18 months to fully transition to the new, higher rents.

Community Rental Housing Program

- It should be assumed that taxes will increase. The City currently has the property assessed at \$185,400 with a full market value of \$201,500.

	<u>2021</u>	<u>2022</u>
Total Income	\$97,486	\$98,948
Less: Operating Expenses	\$43,326	\$43,940
Cash Available for Debt	\$54,160	\$55,008
Total Debt Service:	\$37,939	\$37,939
DSC Ratio	1.43	1.45

- Again, our application only requires condensed information for income and expenses for years 2-15. However, based upon the projections there is sufficient cash flow to repay debt.
- Income is projected to increase by 6% in 2021 over 2020, and by 2% in 2022 over 2021.
- Expenses look like they will go down by 3% in 2021 and increase by 1.4% in 2022. There is sufficient cash flow if taxes and other expenses increase by 3% COLA.

Personal Credit:

Mr. Firmin lists personal assets of \$964,812 and liabilities of \$698,216. Primary assets include investments and real estate. Liabilities include revolving credit and real estate. He lists salaries and commission of \$180,000. Joseph Firmin has a TransUnion credit score of 761. He has a derogatory comment for a Macy's card that was closed by the credit grantor in 2018. The late payments in were in the fall of 2018. He shows \$308,855 in liabilities primarily in a mortgage of \$287,019 and revolving of \$21,866. The two rental properties listed on his PFS are owned by LLCs and the debt is in the names of the LLCs. Nothing on public record.

Mr. Virgil-Stone lists personal assets of \$526,300 and liabilities of \$415,642. Primary assets are in cash and investments and real estate. Liabilities are in installment loans and mortgages. He lists \$156,000 in income between salary and rental income. Mr. Virgil-Stone has a TransUnion credit score of 767. He has no public record and no derogatory comments. He shows total debt of \$195,169. Like Mr. Firmin, he lists 2 rental properties on his PFS with debt that are owned by LLC's and the debt is in the name of the LLCs. This debt does not show up on his PFS.

Collateral Analysis

	Full Market Value	Discount
120 and 120.5 Keyes Ave*	\$475,000	
Discounted at 70% LTV		\$332,500
Improvements	\$150,000	
Discounted at 70% LTV		<u>\$105,000</u>
Total	<u>\$625,000</u>	<u>\$437,500</u>
AmeriCU	\$399,000	\$399,000
Collateral Available to DANC	\$226,000	\$38,500
NEW-Development Authority Loan	\$140,000	\$140,000



Board Resolution No. 2020-05-63
May 28, 2020

COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM
WEST CARTHAGE HOUSING AUTHORITY

Whereas, **Resolution No. 2017-10-109** amended the Regional Redevelopment Housing Program to provide for grants and loans from the Community Rental Housing Program, and

Whereas, the West Carthage Housing Authority ('Applicant') has requested up to \$166,350 (\$83,175 grant/\$83,175 loan) from the Community Rental Housing Program Rental Redevelopment Housing Program for improvements to properties located at 38-40 North Broad Street, West Carthage, and

Whereas, the property has 48 affordable, senior rental units, and

Whereas, the applicant proposes to make improvements to the units and building exteriors in order to improve the health and safety of its residents, and

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

Whereas, the Applicant currently has a loan from the Authority for a service lift that was installed at William Dalton Estates in 2016 with an outstanding principal balance of \$15,226, and

Whereas, the Applicant is in good standing on this loan.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve up to \$166,350 (\$83,175 loan/\$83,175 grant) from the Community Rental Housing Program Rental Redevelopment Housing Program to West Carthage Housing Authority at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Deputy Executive Director/CFO to execute all documents necessary to make the loan, and be it further

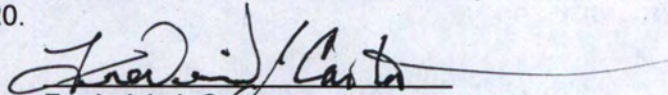
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-63 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: West Carthage Housing Authority

Loan Fund: Community Rental Housing Program-Rental Redevelopment Housing Program

Amount: up to \$166,350 (\$83,175 loan/\$83,175 grant)

Loan Term: 120 months

Loan Rate: 1%

Loan Payment: Construction interest-only; upon final draw monthly principal and interest payments begin

Collateral: Second mortgage behind USDA Rural Development on real estate located at 38-40 North Broad Street, West Carthage, NY 13619, and assignment of rents and leases

Guarantor: Wm Dalton Estates

Conditions:

- Applicant will contribute approximately \$25,898 in reserves.
- Applicant will submit copies of invoices to draw funds.
- USDA approval to borrow funds and for mortgage on properties.

**COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM**

BORROWER: West Carthage Housing Authority

LOCATION: 38 North Broad Street, West Carthage, NY 13619 (aka William Dalton Estates) and 40 North Broad Street, West Carthage, NY 13619 (aka Grandview Courts). Parcel No. 86.47-1-41.2

AMOUNT: up to \$166,350 (\$83,175 loan/\$83,175 grant)

TERM: 120 monthly

RATE: 1%

PAYMENTS: Construction interest until final draw, then monthly principal and interest

COLLATERAL: Second mortgage on real estate located at 38-40 North Broad Street, West Carthage, and assignment of rents and leases

GUARANTOR: Wm Dalton Estates

USE OF FUNDS: Improvements to facility

SOURCES OF FUNDS

Development Authority Grant	\$83,175.00
Development Authority Loan	\$83,175.00
Project Reserves	\$25,898.00
Total Sources	\$192,248.00

USES OF FUNDS

Roof	\$48,350.00
Flooring	\$11,148.00
Windows	\$50,000.00
Doors	\$10,250.00
Site Improvements	<u>\$72,500.00</u>
Total Uses	\$192,248.00

PROJECT:

The West Carthage Housing Authority owns two USDA Rural Development 24-unit affordable housing complexes in West Carthage known collectively as Wm Dalton Estates. Wm Dalton Estates is composed of William Dalton Estates and Grandview Courts, built in 1988 and 1986 respectively. These units are for seniors age 62 and older and for persons with disabilities regardless of age. United Helpers Management Company manages these properties on



**COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM**

behalf of the West Carthage Housing Authority.

In 2016, the Authority provided \$21,500 to the West Carthage Housing Authority to install new accessibility lifts in each building. The current balance on this loan is \$15,226. They make annual payments and are current on this loan.

The applicant has provided quotes for the work to be completed. The site improvements include new sidewalks, curbs, entryways, paving and striping that improve the health and safety for this senior population. A new garage roof, windows and doors are proposed for the properties.

As of March 31, 2020, William Dalton Estates had reserves of \$124,760; however they plan on taking out at least \$25,898 toward this project, as well as an additional \$3500, approximately, for closing costs. The balance in the reserve account will be needed to cover future capital improvements including the replacement of appliances, and maintaining units as they turn over. The use of the CRHP funds will leverage their own reserve funds to ensure that they don't drain all of their cash resources for current and future needs.

FINANCIALS:

	<u>2018</u>	<u>2019</u>	<u>10/19-3/20</u>
Rental Income	\$198,289	\$208,317	\$104,414
Rental Subsidy	\$95,598	\$98,592	\$58,942
Rent Overage	(\$7,438)	(\$7,780)	(\$1,285)
Grant Income	\$8,254	\$0	\$0
Interest Income	\$83	\$116	\$66
Laundry & Other Income	\$5,653	\$7,213	\$3,607
Other Income	<u>\$12,558</u>	<u>\$175</u>	<u>\$581</u>
Total Operating Revenue	\$312,997	\$306,633	\$166,325
<i>Expenses</i>			
Administration	\$74,396	\$76,752	\$36,150
Operating & Maintenance	\$97,636	\$100,389	\$62,610
Utilities	\$35,603	\$36,613	\$22,832
Taxes and Insurance	\$14,147	\$14,292	\$7,395
Interest Expense	\$17,685	\$20,554	\$17,215
Total Expenses	\$239,467	\$248,600	\$146,202
Total Operating Income	\$73,530	\$58,033	\$20,123
Add Back: Interest	\$17,685	\$20,554	\$17,215
Cash available for debt	\$91,215	\$78,587	\$37,338
<i>Debt:</i>			
RD Principal	\$31,000	\$31,000	\$15,500
Authority Loan #1	\$ 2,263	\$ 2,263	\$ 1,132
Authority Loan #2	<u>\$ 8,744</u>	<u>\$ 8,744</u>	<u>\$ 4,372</u>
Total Debt	\$42,007	\$42,007	\$21,004

**COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM**

Debt Service Coverage Ratio: 2.17X 1.87X 1.78X

- Wm Dalton Estates is a component unit of the West Carthage Housing Authority.
- FYE 9/30/2019 audit completed by Pinto Mucenski Hooper Van House & Co., CPA, P.C. Interim statements were internally prepared.
- Occupancy at 6/1/2020 will be 100%.
- Interest expense is booked as the difference between the note interest rate and the rate in the interest credit agreement. The mortgages were refinanced in July 2019. Both projects have a Note rate of 3.5%, however the projects entered into an Interest Credit Agreement which effectively lowers the rate to 1% over 50 years. It appears that this entry is offset by the rental subsidy on the income side.
- United Helpers Management Company took over management of the properties in August 2016. When we approved the loan for the lifts in 2016, the project was facing tight finances. United Helpers worked with USDA on a two-year work out plan. The refinancing of the USDA loans was the final piece to the work-out plan. Finances have improved significantly since United Helpers have taken over management.
- Based upon the historical and current operations, the projects generate sufficient cash flow to repay the proposed debt service. With the refinancing of debt, the projects are able to save about \$15,500 annually.

	2018	2019	10/1/19-3/31/20
Current Assets	\$64,594	\$57,144	\$72,174
Restricted Cash & Funded Reserves	\$110,748	\$151,219	\$134,712
Fixed Assets	\$583,597	\$533,357	\$508,188
Other Assets	\$0	\$0	\$0
Total Assets	\$758,939	\$741,720	\$715,074
Current Liabilities	\$39,271	\$37,181	\$21,707
Long Term Liabilities	\$1,639,783	\$1,645,842	\$1,653,172
Total Liabilities	\$1,679,054	\$1,683,023	\$1,674,879
Equity	(\$920,115)	(\$941,303)	(\$959,805)
Total Liabilities and Equity	\$758,939	\$741,720	\$715,074

- 2018 and 2019 from audit, 2020 information internally prepared. Compiled from trail balance report.
- Primary current assets as of 3/31/20 are in the form of cash, \$43,711, and inventory, \$17,229. There was \$124,760 in the replacement reserve account. The project will take approximately \$25,898 plus an additional \$3500 for closing costs from the replacement reserves. The replacement reserves are the primary source for replacing capital items in the

**COMMUNITY RENTAL HOUSING PROGRAM
RENTAL REDEVELOPMENT HOUSING PROGRAM**

buildings as well as replacing appliances, and maintaining units for occupancy upon turnover.

- Primary liability is the mortgages to USDA for the two properties. These were refinanced in July 2019.

Collateral Analysis:

	Cost	Discount
Building & Land Improvements	\$2,173,689	
Discounted @ 70%		\$1,521,582
Furniture & Fixtures	\$366,734	
Discounted @ 50%		\$183,367
Total Collateral	\$2,540,423	\$1,704,949
USDA Loans	\$1,647,187	\$1,647,187
Collateral After USDA Loans	\$893,236	\$57,762
DANC Loan	\$83,175	\$83,175
LTV	.09	1.44

Building & Land Improvements are the book value on the balance sheet as of 9/30/2019. The fair market value as identified per Jefferson County's tax records is \$1,249,500. Furniture and fixtures are the book value on the balance sheet as of 9/30/2019.

CONDITIONS:

- Owner cash of approximately \$25,898
- Approval by RD to borrow from Authority and allow for the mortgage position.
- Copies of invoices to draw funds

STAFF RECOMMENDATION:

Staff recommends up to \$166,350 (\$83,175 loan/\$83,175 grant) for 120 months at 1% with interest only during construction and then terming out with principal and interest payments due monthly. The collateral will be a second mortgage on real estate behind USDA loans and the guaranty of Wm Dalton Estates.



Board Resolution No. 2020-05-64
May 28, 2020

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
FARMLAND DRAINAGE LOAN FUND/
VALUE-ADDED AGRICULTURE LOAN FUND
ADDITIONAL FUNDING**

Whereas, **Resolution No. 2000-03-13** established the Farmland Drainage Loan Program ("Program") to provide farmers with loans for surface and subsurface tile drainage in St. Lawrence and Jefferson Counties, and

Whereas, the Program was capitalized with a state funding item in the amount of \$100,000 and Authority funds from the Community Development Loan Fund of \$50,000 intended to improve crop production and support agriculture, and

Whereas, **Resolution No. 2008-02-02** amended the Program to provide loans in Lewis County, and

Whereas, **Resolution No. 2011-12-08** established the Value-Added Agriculture Loan Fund to provide low-interest loans to eligible agribusinesses located in Jefferson, Lewis and St. Lawrence Counties, and

Whereas, **Resolution No. 2015-06-48** combined the Value-Added Agriculture Loan Fund with the Farmland Drainage Loan Fund, and

Whereas, since inception the Programs, collectively, have assisted 51 projects lending over \$696,000 and leveraging over \$1.1 million, while tiling over 1,600 acres in the three counties, and

Whereas, there is currently a waiting list for projects seeking assistance through this program and insufficient funds to provide assistance, and

Whereas, the Programs currently reside in the Community Development Loan Fund and are being tracked separately, and

Whereas, staff is seeing an increase in agriculture related investments and businesses during the Covid-19 pandemic, and

Whereas, the use of funds for agriculture businesses is a consistent use of the funds within the Community Development Loan Fund.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the use of \$100,000 from the Community Development Loan Fund to capitalize the combined Farmland Drainage/Value Added Agriculture Loan Programs and authorizes the Executive Director to transfer the funds, and be it further

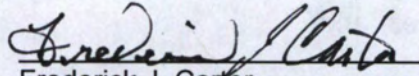
RESOLVED, the terms and conditions for each Program will remain the same.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-64 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



**Board Resolution No. 2020-05-65
May 28, 2020**

**2020 HOME PROGRAM YEAR
AUTHORIZING CONTRACTS**

Whereas, the Administrative Board for the North Country HOME Consortium met on April 8, 2020 and awarded funding from its 2020 Housing and Urban Development (HUD) HOME allocation in the amount of \$818,635, and

Whereas, the HOME awards will be made contingent upon a Release of Funds notice received by Jefferson County from the U.S. Department of Housing and Urban Development, and

Whereas, Snow Belt Housing will receive \$225,000 in project and administration funds to assist about 7 eligible homeowners in Lewis County with home repairs, and

Whereas, North Country Affordable Housing will receive \$225,000 in project and administration funds to assist about 8 eligible homeowners located in Jefferson County with home repairs, and

Whereas, Clayton Improvement Association will receive \$176,776 in project and administration funds to assist about 4 income eligible households in Jefferson County with homebuyer assistance, and

Whereas, Neighbors of Watertown will receive \$146,838.50 in CHDO funding to assist 4 income eligible households in the City of Watertown with homebuyer assistance, and

Whereas, the Development Authority of the North Country, as Grant Administrator, must enter into a contractual agreement with awardees in order to disburse HOME funding and provide ongoing monitoring of HOME projects on behalf of the Consortium.

Now, therefore be it

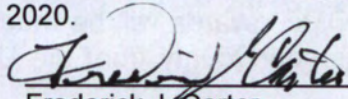
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Deputy Executive Director/CFO to execute contracts based upon awards made by the North Country HOME Consortium Administrative Board.

Motion by: F. Carter
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-65 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman

2020 HOME CONSORTIUM FUNDING AWARDS

**SUBJECT TO RELEASE OF FUNDS BY HUD*

Organization	Amount	Use of Funds
Snow Belt Housing	\$225,000	Owner-occupied rehabilitation, Lewis County
North Country Affordable Housing	\$225,000	Owner-occupied rehabilitation, Jefferson County
Clayton Improvement Association	\$176,776	Homebuyer assistance, Jefferson County
Neighbors of Watertown	\$146,839	Homebuyer assistance, City of Watertown
Development Authority of the North Country	\$35,020	Grant Administration
Jefferson County	\$10,000	Grant Administration



Board Resolution No. 2020-05-66
May 28, 2020

INFRASTRUCTURE IMPROVEMENTS
HEUVELTON HISTORICAL ASSOCIATION

Whereas, Heuvelton Historical Association is acquiring and renovating the building at 81 State Street, Heuvelton which is adjacent to its Pickens Hall, and

Whereas, the Heuvelton Historical Association completed the substantial rehabilitation of Pickens Hall into a store front and performing arts center, and

Whereas, the Heuvelton Historical Association is acquiring the adjacent building to enhance the services of Pickens Hall by providing a commercial kitchen and boarding rooms, and

Whereas, in the past, the Authority was the recipient of state funds through senate member appropriations, and

Whereas, the Authority is still holding \$21,249.20 in unappropriated funds for projects that were never completed, and

Whereas, Senator Ritchie has been notified that we are holding these funds, and

Whereas, Senator Ritchie is aware that we are committing these funds to the Heuvelton Historical Association, and

Whereas, the use of the funds by the Heuvelton Historical Association is an eligible use of these funds.

Now, therefore be it

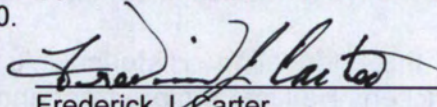
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Deputy Director/CFO to enter into an Agreement with the Heuvelton Historical Association to assist with infrastructure improvements at 81 State Street, Heuvelton, and authorizes the Executive Director or Deputy Director/CFO to execute all necessary documentation.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-66 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



Board Resolution No. 2020-05-67
May 28, 2020

**MEMORANDUM OF UNDERSTANDING
ECONOMIC DEVELOPMENT FUND
DRUM COUNTRY NY**

Whereas, **Resolution No. 2010-10-11** authorized a memorandum of understanding with area economic development agencies for development and implementation of a regional marketing program for business attraction purposes known as Drum Country Business, and

Whereas, **Resolution No. 2014-02-08** extended the memorandum of understanding for an additional 3 calendar years to include 2014, 2015 and 2016, and

Whereas, **Resolution No. 2016-12-136** extended the memorandum of understanding for an additional 3 calendar years to include 2017, 2018 and 2019, and

Whereas, the IP address for Drum Country Business was sold in 2019 and the initiative was rebranded under Drum Country NY, and

Whereas, the economic development agencies participating in Drum Country NY include the Development Authority of the North Country, Fort Drum Regional Liaison Organization, St. Lawrence County Industrial Development Agency, Lewis County Office of Economic Development, and the Jefferson County Local Development Corporation, and

Whereas, the Development Authority of the North Country, St. Lawrence County Industrial Development Agency, Lewis County Office of Economic Development, and Jefferson County Local Development Corporation agree to commit \$5,000 annually to support the regional marketing initiative, and

Whereas, the public funds are leveraged through applications to National Grid for additional funding to support business attraction efforts to the three-counties, and

Whereas, over the past three years the group has promoted the region through hiring a national firm that specializes in calling business executives targeting industries from across the country and in Canada to attract them to the three-counties, revising the website and updating the marketing materials, and

Whereas, the partnering agencies wish to continue this three-county regional marketing program for workforce and business attraction for an additional three years.

Now, therefore be it

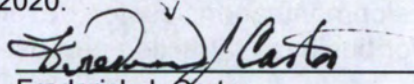
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Deputy Director/CFO to execute the Memorandum of Understanding with area economic development agencies for development and implementation of a regional marketing program for workforce and business attraction purposes known as Drum Country NY.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-67 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

**“DRUM COUNTRY NY”
Regional Marketing Initiative**

Memorandum of Understanding

I. Background: In 2007, the Fort Drum Regional Liaison Organization, Development Authority of the North Country, St. Lawrence County Industrial Development Agency, Jefferson County Local Development Corporation, and the Lewis County Economic Development/IDA [hereinafter collectively referred to as the “Partnering Agencies”], entered into a Memorandum of Understanding each committing to contribute \$5,000 annually to undertake a unique three-county regional marketing initiative known as Drum Country Business. In 2019, the IP address for Drum Country Business was sold and a new brand was created, Drum Country NY.

Drum Country NY is a three-county marketing initiative to attract businesses to the region recognizing Fort Drum as the economic impetus. The primary focus of this marketing campaign is on promoting the region to site selectors and developers; the primary people responsible for locating businesses. To accomplish this, the Partnering Agencies have met regularly; leveraged their financial contributions with private funds from National Grid; and have engaged a highly respected marketing firm to further its marketing initiative. To date, the Partnering Agencies have:

1. Developed the brand, Drum Country NY, and the associated website, www.drumcountryny.com.
2. Created a regional marketing prospectus touting the resources and assets of the three-counties as well as collateral sheets highlighting food manufacturers, finance, insurance and real estate, back office firms, renewable and alternative energy firms, general and advanced manufacturers, and energy-intensive users.
3. Engaged national firm to make calls to targeted industries located outside of New York State and in Canada to attract businesses to the three-counties. To date we have had calls with approximately 80 firms.
4. Advertised the region in several magazines including Site Selection and Business Facilities.

The Partnering Agencies have identified additional tasks it must undertake to move this initiative forward. The list is not limited to these tasks alone.

1. Continue to advertise and market the region externally to site selectors, CEOs, and developers to attract workforce and businesses.
2. Enhance the Drum Country NY website and utilizing social media to increase awareness of region.

3. Work with Empire State Development, National Grid, and others to utilize resources to attract businesses to Drum Country.

The most effective and efficient way to continue to move this regional marketing initiative forward is by a Memorandum of Understanding with the Partnering Agencies.

II. Statement of Understanding: In order to continue the Drum Country Business Marketing Initiative, the parties agree as follows:

1. The Chief Executive Officers (or equivalent), or their designees, of the St. Lawrence County Industrial Development Agency, the Lewis County Office of Economic Development, the Jefferson County Local Development Corporation, the Development Authority of the North Country, and the Fort Drum Regional Liaison Organization shall comprise the Committee.
2. All members of the Committee will participate. It is agreed that initial prospectus and lead management will emphasize the three County region, not individual counties or municipalities inside the region. Initial lead management will be undertaken by the Development Authority of the North Country on behalf of Partnering Agencies.
3. Each Partnering Agency (DANC, JCLDC, SLCIDA, and LCIDA) will obtain a commitment of \$5,000 annually for the 2020, 2021 and 2022 calendar years, to be paid no later than February 15 to the FDRLO. The intent of this agreement is to extend the Drum Country NY Regional Marketing Initiative an additional three years.
4. The FDRLO will be the administrative partner in the effort. All funding arrangements between the Partnering Agencies, and the Partnering Agencies and any vendors or consultants will be managed by FDRLO, unless otherwise agreed upon by the Committee.
5. The marketing tasks and strategies undertaken by the Committee will be agreed upon by the members of the Committee by general consensus or a simple majority vote as required.
6. The Committee utilizes professional marketing services to develop the Drum Country NY Marketing Initiative and intends, to the extent possible, to continue to use these services to maximize the results of the initiative.
7. It is the intent of the Partnering Agencies to leverage local annual funding commitments with outside grants or other public dollars to maximize the results of the Drum Country NY Marketing Initiative.
8. Additional Partners may be added to the Committee upon a majority vote by the Partnering Agencies to this Agreement.

9. A report will be provided annually to the Partnering Agencies on the accomplishments of the initiative during the year. The first report will be due to partners no later than 30 days after the calendar year end, 12/31.

Fort Drum Regional Liaison Organization

Jefferson County Local Development
Corporation

St. Lawrence County Industrial
Development Agency

Lewis County IDA

Development Authority of the North
Country



Board Resolution No. 2020-05-68
May 28, 2020

**NORTH COUNTRY ECONOMIC DEVELOPMENT FUND BOARD
DESIGNATED REPRESENTATIVE**

Whereas, **Resolution No. 2014-08-13** authorized execution of the Board Agreement to establish the North Country Economic Development Fund and appointed James W. Wright as the Authority's representative to the Board, and

Whereas, Mr. Wright retired effective May 15, 2020 from the Authority, and

Whereas, the Authority administers the North Country Economic Development Fund on behalf of the New York Power Authority.

Now, therefore be it

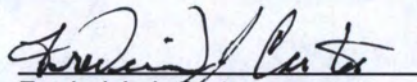
RESOLVED, the Development Authority of the North Country does hereby appoint Carl E. Farone Jr. as its designated representative to the North Country Economic Development Fund Board.

Motion by: M. Murray
Seconded by: F. Carter

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-68 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



**Board Resolution No. 2020-05-69
May 28, 2020**

**OFFICE OF ECONOMIC ADJUSTMENT
JOINT LAND USE IMPLEMENTATION FUNDING
GRANT AGREEMENT**

Whereas, **Resolution No. 2020-02-14** authorized the application for funds from the United States Office of Economic Adjustment ("OEA") to carry-out recommendations set forth in the joint land use study, and

Whereas, the Development Authority submitted a total budget of \$1,382,506 to OEA that implements aspects of the Joint Land Use Study including community planning and a query tool for the Fort Drum Compatibility website, and

Whereas, the total budget includes \$1 million to carry-out the proposed analysis of the Army water line in order to determine the level of repairs and/or improvements needed on the line, and

Whereas, the Development Authority was awarded a grant of up to \$1,244,255 from OEA, and

Whereas, the grant requires a 10% match from the Development Authority of up to \$138,251, and

Whereas, the Development Authority will utilize an existing grant from Empire State Development for Fort Drum planning as well as previously approved FYE 21 budget funding for the specified water line project, and

Whereas, the funds will be used for the purposes as set forth in the attached budget, and

Whereas, it was determined by the Authority and OEA that the Director of Regional Development, as program administrator, should execute the appropriate agreements for said grant.

Now, therefore be it

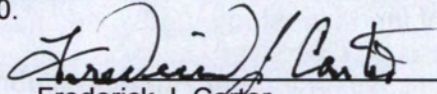
RESOLVED, the Development Authority of the North Country does hereby authorize the Director of Regional Development to execute the grant agreement with the Office of Economic Adjustment for up to \$1,382,506 comprised of up to a \$1,244,255 grant and \$138,251 in matching funds from an Empire State Development Grant and previously approved FYE 21 budgeted funds for the Army water line study, and to implement the grant.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-69 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman

Budget

Personnel	\$114,583	Director of Regional Development, Community Planner, GIS staff
Fringes	\$ 46,979	
Supplies	\$ 12,944	
Travel	\$ 5,000	
Symposium	\$ 3,000	
Consultants	\$1,200,000	\$200,000 committed to query tool; \$1 million committed to Army water line analysis
Total Budget	<u>\$1,382,506</u>	



Board Resolution No. 2020-05-70
May 28, 2020

**TECHNICAL SERVICES AGREEMENT
LOAN UNDERWRITING SERVICES
TOWN OF CANTON**

Whereas, **Resolution No. 2017-08-96** authorized the Executive Director to enter into an agreement with the Village of Canton for loan underwriting services, and

Whereas, the Town of Canton approached the Authority to provide loan underwriting services for the Canton Microenterprise Loan Fund based upon its performance in providing loan underwriting services for various agencies across the North Country, and

Whereas, the Authority has the capacity and expertise to provide these services to the Town of Canton.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Deputy Director/CFO to enter into the Technical Services Agreement for Loan Underwriting Services with the Town of Canton.

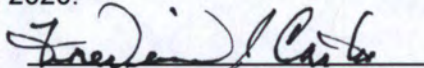
Motion by: A. MacKinnon

Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-70 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT**

**WITH THE
TOWN OF CANTON**

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

TOWN OF CANTON is a New York State municipality having an office building and principal place of business located at 60 Main Street, Canton, New York 13617, 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 must undertake a financial review of each application to its Canton Loan Fund to determine the financial feasibility of the applicant's business proposal.
- B. The Town has requested technical services from the Authority to provide underwriting for applications to its Canton Loan Fund.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

WHEREFORE, the parties hereto agree as follows:

- A. The Town will receive all applications, review them for completeness, and forward the completed applications to the Authority for review.
 - B. The Authority has no responsibility or authority in the decision process for the decision of the Town to make any loan.
1. The scope of services that will be performed by the Authority consists of the following:
 - (a) Upon receipt of a complete application from the Town, the Authority will perform a financial review of each application to determine the financial feasibility of the project.
 - (b) The Authority will prepare and deliver to the Town a summary report for each application to include: a project description; financial review; review of personal credit

history of applicant(s); a listing of project strengths and weaknesses and any other financial analysis the Town or Authority deem appropriate to evaluate the project.

- (c) The Town is solely responsible for negotiating with the applicant regarding loan terms or conditions.
 - (d) Upon receipt of a completed application, the Authority will require at a minimum 5 business days to complete the review of an application. Upon completion of the loan underwriting review, the Authority will provide the Town with a summary report.
2. The Town shall pay the Authority for such services at the labor rate for the specific job classification performing the services (see Table 1) for each application. These rates are effective 4/1/2020. Authority Labor Rates are adjusted annually on 4/1.

TABLE 1 – Authority Labor Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$102	NA
Project Development Spec.	\$62	NA

- 3. The Authority shall bill quarterly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.
- 4. The Town will be responsible for additional direct costs associated with loan underwriting services to include, but not limited to, credit reports and travel associated with meeting with applicants, when necessary.
- 5. The Town shall provide the reasonable support services of its staff as appropriate to assist in providing the Authority with complete applications for review.
- 6. 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.
- 7. 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.
- 8. (a) 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 actions or omissions of the Town under this Agreement.

(b) 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 actions or omissions of the Authority under this Agreement.

9. 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, or 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.
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 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.
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 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.
12. 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.
13. 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.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
15. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
16. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.



Board Resolution No. 2020-05-71
May 28, 2020

TECHNICAL SERVICES AGREEMENT
TOWN OF WATSON

Whereas, the Town of Watson has requested technical services from the Development Authority of the North Country to assist with a town-wide comprehensive plan, and

Whereas, the Lewis County Director of Planning recently left the position and recommended our services to the Town, and

Whereas, the Regional Development staff has experience in completing comprehensive plans most recently assisting the Town of Diana with a comprehensive plan, and

Whereas, the Agreement is for an amount not to exceed \$6,000 to provide technical assistance.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Deputy Director/CFO to enter into a Technical Services Agreement with the Town of Watson to assist with the completion of a town-wide comprehensive plan.

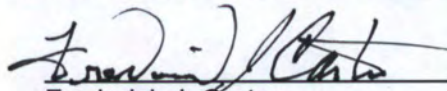
Motion by: G. Turck

Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-71 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT

WITH THE
TOWN OF WATSON

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

TOWN OF WATSON, a municipal corporation of the State of New York having an office building and principal place of business located at 6971 Number Four Road, Lowville, New York 13367, 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 has requested technical services from the Authority to complete a town-wide comprehensive plan. At its Board meeting held on _____, 2020, the Board selected the Authority to assist the Town to provide these services. **A copy of this Resolution has been attached as Exhibit A.**
- B. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

- A. The Town has asked the Authority to assist with a town-wide comprehensive plan. The Authority's Regional Development staff will provide these services.
- B. The Authority will take directions only from Town designated representatives.

1. **Scope of Services:**

The scope of services will be performed by the Authority over the course of, at a maximum, ten (10) in-person meetings. The scope of services that will be performed by the Authority consists of the following:

- 1.1 **Focusing**
 - Assist with developing preliminary goals that may lead to a set of goals and objectives, or identify needed research that will inform the plan.
- 1.2 **Survey and Analysis**

- Provide analysis of the Jefferson Community College Center for Community Studies community survey to evaluate the community's present circumstances and its future potential.
- Discover trends, examine existing regulations and review preliminary goals.

1.3 Recommend Policy Guidelines for Future Development

- Take the survey results, analysis and primary goals and mold them into actual land use policy recommendations.

1.4 Development and Drafting of Plan

- Develop a concise document that explains the entire process behind the policy recommendations.

1.5 Review and Adopt Plan

- Assist with the required reviews of the plan by the County and SEQR, and draft a resolution for adoption by the local governing board.

1.6 Reporting

The Authority will report, in writing, at a minimum, quarterly to the Chief Elected Official, or his or her designee, and more frequently as requested.

1.7 Completion

The Comprehensive Plan is expected to be completed by March 31, 2021.

2. Payment

- 2.1 The Town 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 the amounts outlined in Table 1. The Authority shall bill quarterly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice. Rates are subject to change 4/1 annually.

TABLE 1 – NOT TO EXCEED (NTE) COSTS FOR GRANT

Service	NTE Amount
Base Services	\$6,000

TABLE 2 – Authority Labor Hour Burdened Rates as of 4/1/2020

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$102	NA
Community Planner	\$70	NA

2. The Town 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.
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. (a) 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 this Agreement.

(b) 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 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 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 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.
14. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority

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

TOWN OF WATSON

**DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY**

By: _____

By: _____

Gerald Crowell
Supervisor

Carl E. Farone, Jr.
Interim Executive Director,
Deputy Director/CFO



Board Resolution No. 2020-05-72
May 28, 2020

**TEMPORARY DELEGATED AUTHORITY
LOAN PROGRAMS
COVID-19
EXTENSION**

Whereas, **Resolution No. 2020-03-41** delegated authority to modify loan payments to the Project Development Committee through June 26, 2020 due to issues surrounding the COVID-19 pandemic, and

Whereas, COVID-19, also known as the Novel Coronavirus, is a worldwide pandemic that is impacting community health and safety, and

Whereas, many businesses in New York State have been closed or operating at limited capacity since the Governor enacted the PAUSE Act, and

Whereas, the Governor will begin reopening the state to businesses under a plan for each region beginning May 15, 2020, and

Whereas, the Project Development Committee approved a 90 day principal and interest moratorium for any housing and business borrower that requested the assistance, and

Whereas, Authority staff will continue to monitor the impact of the virus on our borrowers and our loan portfolios, and

Whereas, it remains beneficial to delegate authority to the Project Development Committee to modify loan payments for borrowers in a timely manner in order to address issues associated with the loss of business due to the virus, and

Whereas, Authority staff will review each loan on a case-by-case basis, as needed, and

Whereas, this resolution would cover all Development Authority housing and business loan programs through December 31, 2020.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby delegate authority to modify loan repayments on all Authority housing and business loan programs to the Project Development Committee through August 31, 2020 and authorizes the Director of Regional Development to execute all documentation necessary to modify such loans.

Motion by: F. Carter
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-72 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



Board Resolution No. 2020-05-73
May 28, 2020

**AVANGRID - NYSEG AGREEMENT
CAPITAL PROJECT**

Whereas, pursuant to **Resolution No. 2016-08-108, Resolution No. 2017-08-98, and Resolution 2019-05-67** the Development Authority of the North Country has entered into projects servicing Avangrid / New York State Gas and Electric (NYSEG), and

Whereas, Avangrid / NYSEG has issued an RFP for additional dark fiber stands and has notified the Authority they have been selected as one of the dark fiber recipients, and

Whereas, this dark fiber is part of a regional network upgrade planned by Avangrid/NYSEG to allow for enhanced monitoring, security, operations and survivable communications throughout their operating territory, and

Whereas, Avangrid/NYSEG has requested a 20 year Indefeasible Rights (IRU) agreement for 2 strands of fiber covering approximately 123 miles (102 existing miles and 21 new miles), and

Whereas, Avangrid / NYSEG has provided an agreement which includes paying the full cost of all capital construction and annually will pay for operation, maintenance and support generating annual revenue, and

Whereas, the project cost is estimated to be \$838,700 which will be paid upon project completion.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country authorizes the Executive Director to execute a 20 year IRU agreement with AVANGRID / NYSEG for construction and maintenance of a dark fiber network.

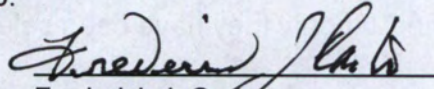
RESOLVED, the Authority herewith authorizes the Chief Financial Officer to establish capital project in the amount of \$838,700 Avangrid Dark Fiber Project with said funds to come from telecommunications capital reserve funds.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-73 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.



Frederick J. Carter
Board Chairman



Board Resolution No. 2020-05-74
May 28, 2020

NORTHERN BORDER REGIONAL COMMISSION GRANT PROPOSAL
TOWN OF TUPPER LAKE

Whereas the Development Authority of the North Country has operated an Open Access Telecom Network providing broadband services to the North Country for the past 16 years, and

Whereas, the Northern Border Regional Commission (NBRC) is seeking proposed grant projects for State Economic and Infrastructure Development and Investment Program, and

Whereas, The Development Authority has been working with the Tupper Lake Broadband Committee to address broadband concerns in the region, and

Whereas, the Town of Tupper Lake has asked the Development Authority to participate as a co-applicant in a grant to enhance broadband in the town by providing services to the unserved homes in the Town of Tupper Lake, installing three free wireless hotspots, and providing fiber based broadband services to the business customers in the downtown and uptown areas of Tupper Lake, and

Whereas, the Development Authority, as the infrastructure portion of the grant, would be the lead applicant and work with the Town of Tupper Lake to create a municipal broadband network for the Town of Tupper Lake, and

Whereas the total project is for \$250,000 with \$200,000 from the grant, \$30,000 from the Development Authority in the form of capital, and \$20,000 from in-kind contributions from the Town of Tupper Lake. The expected break-even for the Development Authority for their capital contributions is 24 months.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country Board of Directors does hereby authorize the Executive Director of the Development Authority of the North Country to submit a grant proposal to the NBRC for an amount of \$250,000.

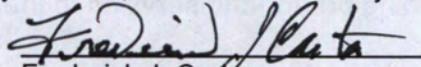
RESOLVED, that if the Development Authority and Town of Tupper Lake do receive the grant award, the Development Authority of the North Country Board of Directors does hereby authorize the Executive Director of the Development Authority of the North Country to enter into agreements with the Town of Tupper Lake and NBRC to accept the grant and create a capital project in the amount of \$250,000.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-74 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman



**Board Resolution No. 2020-05-75
May 28, 2020**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF EDWARDS
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 Edwards 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 \$241,516, and

Now, therefore be it

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

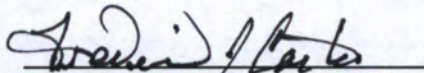
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-75 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF EDWARDS

This sets forth the Operation and Maintenance Service Agreement made effective June 1, 2020, by and between the Town of Edwards ("Edwards"), a New York municipal corporation with offices at P.O. Box 158, Edwards, New York 13635 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 June 1st of any year and ending with May 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 9) "IMA", Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 12) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.
- 13) "Town of Edwards", a municipal corporation with offices at P.O. Box 158, Main Street, Edwards, New York 13635 (herein referred to as "Town of Edwards" 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.

Water Treatment and Distribution System

- One submersible well pump (primary well)
- One AC Tech variable frequency drive (VFD)
- One submersible well pump (backup)
- One (1) LMI model B911-95S liquid sodium hypochlorite injection pump
- One (1) sodium hypochlorite mixing tank
- One (1) water system flow meter
- One (1) Ross check valve
- One 260,000 Gallon Aquastore water storage tank
- 30 Hydrants
- System valves
- Approx. 190 lateral customer connections (approximately 266 EDUs)
- Distribution Piping

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

Wastewater Treatment Plant

- Extended aeration wastewater treatment plant constructed in 2009
- Bar Screen
- Airlifts for sludge return
- Fine bubbler diffusers
 - Three (3) 7.5 Hp Blowers
 - Aeration piping system
- One (1) continuous open channel flow meter with V-notch weir
- Two (2) backflow preventers
- One (1) LMI model B121-391T1 sodium hypochlorite injection pump

Wastewater Collection System

- Approximately 150 Manholes
- Approximately 266 EDUs
- Two (2) Gorman-Rupp 6'x6' duplex lift stations
- One (1) E-One grinder pump station
- Forcemain and gravity sewer collection piping

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 certified operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the 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-incident expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 301.
- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

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

1) Operations and Maintenance Services

Water System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of water treatment and distribution facilities; inspect and examine the liquid chlorine injection pumps and piping for proper operation - Record daily water flow through water meters - Record chlorine usage; mix/re-fill as required - Record chlorine residual testing at one random sample point(s) within the distribution system as required by the NYS Department of Health	7 Days/Week
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on chemical feed pump; chemically clean injection system; rebuild pump components as required - Exercise water transmission system valves - Check accuracy of system flow meter operation and calibrate as needed. (Note: If vendor assistance is required to perform calibration, the Town will be responsible for the cost of vendor services) - Verify operation of all system alarms - Accompany NYSDOH representatives during routine inspections - Assist DPW crew with annual hydrant flushing	1/Year
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory one (1) random distribution sample for total coliform/E-coli - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water quality analyses, required by the DOH (i.e., lead and copper, total trihalomethanes and haloacetic acids, etc.) - Prepare and distribute an Annual Water Quality Report - Prepare and submit an Annual Water Quality Certification Form	1/Month 1/Month 1/Year 1/Year 1/Year

Wastewater System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all mechanical, electrical equipment and piping for proper operation; complete daily log sheet documenting specific checks (to be developed by DANC including blower pressure, hour readings, etc.) - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits; make process adjustments to optimize performance - Perform DEC required testing (flow, settleable solids, pH, temperature) - General housekeeping of treatment plant	7 Days/Week
<u>Weekly Maintenance</u> - Visual inspection of the operation of the collection system lift stations - Record information regarding pump run hours; suction/discharge pressure, etc.	1/Week
<u>Monthly Maintenance</u> - Grease/oil equipment in accordance with manufacturer's recommendations	1/Month
<u>Quarterly/Semi-Annual Maintenance</u> - Perform recommended manufacturer's maintenance on mechanical equipment including maintenance on Gorman-Rupp lift stations and grinder pump	1/Quarter
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on all mechanical equipment - Perform visual inspection of all manholes in the collection system. Results of the inspection will be documented in a summary report with recommendations for repairs. - Monitor sludge levels and make recommendation to Town regarding disposal - Check accuracy of system flow meter and calibrate as needed. (Note: If vendor assistance is required to perform calibration, the Town will be responsible for the cost of vendor services) - Perform manufacturer's recommended maintenance on Gorman-Rupp lift stations and grinder pump lift station	1/Year
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory all samples specified in the Town's State Pollution Discharge Elimination System (SPDES) permit (Total Suspended Solids, BOD, Fecal Coliform, etc.) - Complete and submit Discharge Monitoring Reports and Wastewater Facility Operations Reports to the NYS DEC as required - Prepare a monthly operations summary report for the Town. The report will include a summary of the work completed by DANC, as well as graphs and other relevant operational data	4/Year 1/Month 1/Month

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 water and sewer 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 water and sewer 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.

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 five (5) years commencing June 1, 2020, and ending May 31, 2025, 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 DANC Cost
1	6/1/20 – 5/31/21	Water = \$14,163 Sewer = <u>\$32,247</u> Total => \$46,410
2	6/1/21 – 5/31/22	Water = \$14,446 Sewer = <u>\$32,891</u> Total => \$47,337

3	6/1/22 – 5/31/23	Water = \$14,735 Sewer = <u>\$33,549</u> Total => \$48,284
4	6/1/23 – 5/31/24	Water = \$15,030 Sewer = <u>\$34,220</u> Total => \$49,250
5	6/1/24 – 5/31/25	Water = \$15,330 Sewer = <u>\$34,905</u> Total => \$50,235

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	\$132	NA
Water Quality Division Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$65	\$84
Operator	\$61	\$78
Water Quality Technician	\$53	\$67
Admin	\$62	\$80

ARTICLE VI - 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.

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

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

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

is effective on the Effective Date only upon successful electronic transmission of signed copies by each party to the other party.

EXHIBIT A – Resolution by 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 EDWARDS

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Jan Lennox
Town Supervisor

By: _____
James W. Wright
Executive Director



Board Resolution No. 2020-05-76
May 28, 2020

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

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

Whereas, the Thousand Islands Bridge Authority desires to enter into a new one (1) year Operations and Maintenance Service Agreement with the Development Authority of the North Country to provide operation and maintenance services during weekends, holidays and vacation time of its employees who are employed in such capacity for a total amount of \$9,500, and

Now, therefore be it

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

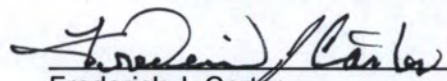
RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-76 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

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

This sets forth the Operation and Maintenance Service Agreement made effective March 1, 2020 ("Effective Date"), by and between the Thousand Islands Bridge Authority, a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

- 1) The Thousand Islands Bridge Authority has determined that the Development Authority of the North Country is qualified and equipped to provide Operation and Maintenance services for the Thousand Islands Bridge Authority Facilities and desires to engage the Development Authority of the North Country for such services. The Thousand Islands Bridge Authority is authorized to enter into this Agreement by Resolution dated April 24, 2020, a certified copy of which is attached as Exhibit "A".
- 2) The Development Authority of the North Country desires to provide Operations and Maintenance Services for the Thousand Islands Bridge Authority facilities described in this Agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) "Development Authority of the North Country Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Thousand Islands Bridge Authority Official", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Thousand Islands Bridge Authority.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 6) "Fiscal Year" for the Thousand Islands Bridge Authority means the period of twelve (12) calendar months beginning with March 1st of any year and ending with February 28th or 29th of the next year, and for the Development Authority of the North Country 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 facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 8) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 9) "SCADA", Supervisory Control and Data Acquisition system employed by the Development Authority of the North Country to remotely monitor certain facilities.
- 10) "Thousand Islands Bridge Authority", a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 (herein referred to as "Thousand Islands Bridge Authority").
- 11) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.

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

Wastewater Collection System:

- Sequential Batch Reactor Plant
- 1-Influent headworks w/ manual barscreen
- 1-Equalization Tank
- 2-Influent Chopper Pumps
- 2-Aeration Basins
- 2-Coarse Bubble Aeration Systems
- 2-Effluent Discharge Decanting Weirs
- 1-Effluent UV Disinfection Channel
- 1-Aerobic Digester
- 5-Aeration Blowers
- 2-Sludge Waste Pumps
- 1-Odor Control System
- 1-Effluent Ultrasonic Flowmeter
- 1-Laboratory With Associated Analytical Equipment
- 1- Smith and Loveless Sewage Pump Station

ARTICLE II - Employment and Scope of Services

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

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Development Authority of the North Country will take directions only from the Thousand Islands Bridge Authority designated representatives. The Thousand Islands Bridge Authority will be responsible for designating the representatives that will provide direction to the Development Authority of the North Country.
- 3) The Development Authority of the North Country will seek approval from the Thousand Islands Bridge Authority for non-incidentual expenses, unless the situation is deemed an emergency. The Development Authority of the North Country will determine whether the situation is deemed an emergency, as defined in Section 301.

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

- 1) Operations and Maintenance Services:

Wastewater System Weekend/Holiday/Vacation Services	Frequency
<u>Weekend Operations and Holiday Services</u> <ul style="list-style-type: none"> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all mechanical, electrical equipment and piping for proper operation; complete daily paperwork documenting specific checks - The Development Authority will visit the wastewater treatment plant every Saturday, Sunday and legal holiday to observe the plant operation, take samples required by NYSDEC and complete the Daily Log. - Alarm and emergency call outs will be billed as additional services in accordance with Section 502 of the Contract. - Any work performed by the Authority beyond routine rounds of sampling, recording and observation will also be billed as additional services. 	2 Days/Week
<u>Vacation Services(Monday – Friday)</u> <ul style="list-style-type: none"> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all mechanical, electrical equipment and piping for proper operation; complete daily paperwork documenting specific checks - Perform DEC required testing - General housekeeping of treatment plant and pump stations - Check and clean level transducers - Decant digesters as needed - Check and maintain dissolved oxygen sensors as needed - Inspect Lift Stations for proper operation and record pump runtime hours - Make Process adjustments as needed to maximize performance 	15 Days/ Year

2) Miscellaneous Services:

- a) The following miscellaneous services are provided by the Development Authority of the North Country at no additional cost to the Thousand Islands Bridge Authority:
- Transportation for Development Authority of the North Country employees to complete the routine tasks described above.
 - Attendance at monthly Thousand Islands Bridge Authority Meetings, as requested.
 - **24-Hour emergency call service and availability of "On-Call" Operator for Emergency service. Emergency services will be billed according to Section 302 and Section 503.**

3) Additional Services

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

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

ARTICLE III - Emergency Procedures and Services

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

Section 302. Payment. The Development Authority of the North Country staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate specified in Section 503, with a two-hour minimum. All equipment used for emergencies will be billed in accordance with the current Development Authority equipment rental rates provided to the Thousand Islands Bridge Authority. Mileage from the operator's destination at the time of call or the operator's home base, whichever is shorter, will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (1) year commencing March 1, 2020, and ending February 28, 2021 provided that the Thousand Islands Bridge Authority and/or the Development Authority of the North Country shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Development Authority of the North Country shall be compensated as follows and within 30 days following receipt by the Thousand Islands Bridge Authority of a proper invoice covering the month in which such service was rendered. For services rendered less than a month, a prorated rate based on the monthly rate will be used.

Frequency	Base Wastewater Services
Monthly Rate	\$1,187.50

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

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

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Water Quality Division Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$65	\$84
Operator	\$61	\$78
Water Quality Technician	\$53	\$67
Admin	\$62	\$80

ARTICLE VI - Thousand Islands Bridge Authority Responsibilities

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

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

Section 603. Purchases. The Development Authority of the North Country shall advise the Thousand Islands Bridge Authority of necessary replacements and additions to inventory needed. The Thousand Islands Bridge Authority, shall order such inventory as required for proper operation of the wastewater facilities.

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

ARTICLE VII - Termination

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

ARTICLE VIII – Insurance/Liability

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

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

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

803. Force Majeure. The Development Authority of the North Country shall use reasonable diligence to provide the services herein required, but shall not be liable to the Thousand Islands Bridge Authority for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Development Authority of the North Country. The Thousand Islands Bridge Authority will not be liable in the

event of a breach beyond their control. Such causes beyond either party's control may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

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

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

Section 1003. Waiver. No waiver by Thousand Islands Bridge Authority or Development Authority of the North Country of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

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

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

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

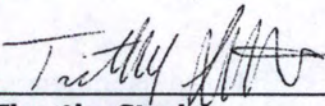
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Section 1008. Counterparts. This Agreement may be executed in one or more counterparts, both of which taken together shall constitute one and the same instrument, and which may be executed and delivered by email or other electronic means to the other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

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

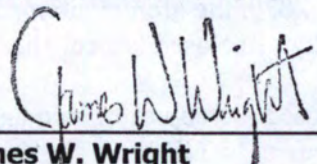
ALL OF THE ABOVE is established by the signatures of the authority of the representatives of the parties.

**THOUSAND ISLANDS
BRIDGE AUTHORITY**

By: 

Timothy Sturick
Executive Director

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: 

James W. Wright
Executive Director



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MICHELINE DUBÉ
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JACQUES E. PIGEON
ROBERT J. STORMS
TIMOTHY STURICK
EXECUTIVE DIRECTOR

April 27, 2020

James W. Wright, Executive Director
Development Authority of the North Country
Dulles State Office Building
317 Washington Street
Watertown, NY 13601

**RE: Contract with the Development Authority of the North Country for
Wastewater Treatment Facility Operation and Maintenance Services**

Dear Mr. Wright:

This letter is to advise you that the Authority has approved by Resolution No. 9 on April 24, 2020, the aforementioned agreement with the Development Authority of the North Country. Enclosed is a certified copy of the resolution.

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

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

Sincerely,

Timothy M. Sturick
Executive Director

TMS/jt
Enclosures

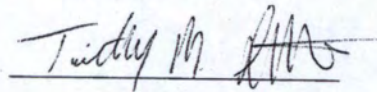
CC: Bryan Olson, Manager of Business Administration and Finance
Brian Salisbury, Director, Boldt Facilities Operations
& Maintenance/Construction

THOUSAND ISLANDS BRIDGE AUTHORITY

CERTIFIED COPY OF RESOLUTION

The undersigned, Timothy M. Sturick, Executive Director of the THOUSAND ISLANDS BRIDGE AUTHORITY, does hereby CERTIFY that the following is a true and complete copy of a Certified Resolution which was unanimously adopted at a meeting of said Authority duly held on April 24, 2020, at which a quorum was present and voting.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said corporation on the 24th day of April 2020.



Timothy M. Sturick
Executive Director

(TIBA SEAL)

.....
The following resolution was moved by Natalie Kinloch, seconded by Micheline Dubé and duly adopted.

WHEREAS, the Thousand Islands Bridge Authority ("Authority") has determined it necessary to contract with an outside contractor to provide operation and maintenance services for operation of the Authority's Wastewater Treatment Facilities during weekends, holidays and vacation time of its employees who are employed in such capacity; and

WHEREAS, the Development Authority of the North Country ("DANC") has offered to provide such services at the price of \$1,187.50 per month or at a prorated portion based on the monthly rate for services rendered less than a month; and

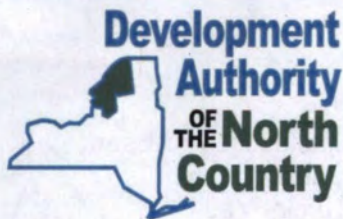
WHEREAS, the Executive Director of the Authority has recommended that the Board of the Authority enter a contract with DANC to provide such services at the aforementioned cost to the Authority.

NOW THEREFORE BE IT

RESOLVED, that the Authority enter a contract (the "Contract") with DANC to provide weekend, holiday and vacation time operation and maintenance services at the Authority's Wastewater Treatment Facilities at the cost of \$1,187.50 per month or at a prorated portion based on the monthly rate for services rendered less than a month; and

FURTHER BE IT

RESOLVED, that the Authority hereby directs and empowers the Executive Director to execute and deliver the Contract to DANC upon the terms as set forth above, on behalf of the Authority as its proper act and deed.



Board Resolution No. 2020-05-77
May 28, 2020

**WATER LINE EVALUATION
ARMY WATER LINE
CAPITAL BUDGET AMENDMENT**

Whereas, pursuant to **Resolution No. 2020-03-25**, the Board of Directors authorized **Capital Project 42039 (Waterline Consultation/Evaluation/Repairs)** in the amount of \$100,000 to retain a consultant to devise a plan to evaluate the integrity of the Army Water Line as the line is approaching 30 years old and has experienced minor breaks over the last year, and

Whereas, the Authority's FY 2021 Five Year Capital Plan anticipated that Capital Project 42039 would be funded over multiple years to alleviate rate impact to Fort Drum and to better define costs. Said Capital Plan was reviewed with staff at Fort Drum and anticipated Consultation in FY 2021, Evaluation in FY 2022 and Repairs in FY 2023, and

Whereas, the Authority has estimated the total costs to retain the required consultation and evaluation services to be \$1,000,000, and

Whereas, the Authority has secured funding from the Office of Economic Adjustment (OEA) in an amount of \$900,000 to fund consultation and evaluation costs of the Army Water Line. The OEA Grant requires a contribution of 10% (\$100,000) from the Authority.

Whereas, pursuant to **Resolution No. 2020-05-69**, the Authority has authorized acceptance of such OEA grant.

Now, therefore be it

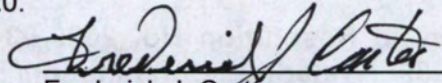
RESOLVED, that the Authority herewith authorizes the Chief Financial Officer to increase Capital Project 42039 (Waterline Consultation/Evaluation/Repairs) from \$100,000 to \$1,000,000. The original capital appropriation of \$100,000 will serve as the 10% contribution to the \$900,000 OEA Grant.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-05-77 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 28th day of May, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand 28th day of May, 2020.


Frederick J. Carter
Board Chairman