



Board Resolution No. 2020-08-90
August 27, 2020

RECOGNITION OF SERVICE
JAMES W. WRIGHT

Whereas, James W. Wright joined the Development Authority of the North County as Executive Director in April, 2009 and served until May 15, 2020, and

Whereas, under Jim's direction and vision the Authority became a cohesive organization whose divisions work together to serve the needs of municipalities, businesses, and Fort Drum, and

Whereas, during Jim's tenure the Authority successfully strengthened and expanded the services it offers to municipalities, businesses, and Fort Drum, and

Whereas, significant capital improvements designed to better serve the residents of the North Country were made to the Materials Management Facility, the Telecommunications Network, and water and sewer infrastructure under Jim's leadership, and

Whereas, Jim promoted and solidified the Authority's standing as a northern New York regional organization, capable of successfully administering programs across the entire region, and

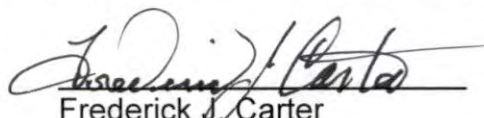
Whereas, Jim successfully grew the concept of the Authority as a municipal partner, resulting in mutually beneficial relationships between the Authority and many municipalities and organizations.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country recognizes and acknowledges James W. Wright for his committed leadership of the Development Authority and his significant contributions to the progress and well-being of the North Country, and further be it

RESOLVED, the Development Authority of the North Country extends its appreciation and gratitude to James W. Wright for his unwavering personal dedication and professional commitment.

Adopted August 27, 2020, Development Authority of the North Country


Frederick J. Carter
Board Chairman



Board Resolution No. 2020-08-91
August 27, 2020

ADOPTING RECORDS RETENTION AND DISPOSITION SCHEDULE

Whereas, pursuant to **Resolution No 2004-11-04**, the Development Authority of the North Country (Authority) currently uses Records Retention and Disposition Schedule MI-1, issued pursuant to Article 57-A of the New York State Arts and Cultural Affairs Law and containing legal minimum retention periods for local government records for public authorities, and

Whereas, the State Archives is revising and consolidating its local government records retention and disposition schedules and issuing a single, comprehensive retention schedule for all types of local governments on August 1, 2020, and

Whereas, the new schedule, Retention and Disposition Schedule for New York Local Government Records or LGS-1 will supersede and replace:

- CO-2 Schedule for use by counties (2006),
- MU-1 Schedule for use by Cities, towns, villages, and fire districts (2003);
- MI-1 Schedule for use by miscellaneous local governments (2006), and
- ED-1 Schedule for use by school districts, BOCES, County Vocational Education and Extension Boards, and Teacher Resource and Computer Training Centers (2004), and

Whereas, governing boards of local governments will have a five month period, between August 1, 2020 when the LGS-1 is issued and January 1, 2021 when the four existing schedules expire, to adopt the Schedule by resolution, and

Whereas, Local government records may not be legally destroyed after the end of 2020 unless the LGS-1 is formally adopted.

Now, therefore, be it

RESOLVED, by the Development Authority of the North Country that the Retention and Disposition Schedule for New York Local Government Records LGS-1, pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein, and be it further

RESOLVED, that in accordance with Article 57-A:

- a. only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;
- b. only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

Motion by: D. Mastascusa

Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-91 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.



Frederick J. Carter
Board Chairman



Board Resolution No. 2020-08-92
August 27, 2020

**AMENDING WATER QUALITY BUDGET
FOR FISCAL YEAR ENDING 2021**

Whereas, the Development Authority of the North Country adopted an Operating Budget for Water Quality Contracts for the Fiscal Year Ending 2021, pursuant to **Resolution No. 2020-03-25**, and

Whereas, the Development Authority of the North Country's licensed professional staff provide contract operation and maintenance services to various towns and villages in Jefferson, Lewis and St. Lawrence counties, helping those communities meet the needs of their residents as well as regulatory requirements, in a cost-effective manner, and

Whereas, year to date, the Authority has entered into four new contracts totaling \$142,873 annually and lost two contract totaling \$73,173 resulting in net gain in revenue of \$69,700, and

Whereas, the Water Quality Contracts Division has received two additional requests to provide water and wastewater services which if awarded would result in additional revenue of in excess of \$35,000 annually, and

Whereas, the additional contracts to provide services have resulted in the need to add an additional Water Quality Operator to support said agreements, and

Whereas, the additional revenue generated substantially offsets the cost of an additional Water Quality Operator and provides for additional capacity to support additional contracts.

Now, upon the recommendation of Executive Management and the Governance Committee, be it therefore

RESOLVED, that the Development Authority of the North Country hereby amends the FY 2021 Water Quality Contracts Budget as reflected in the attached Appendix A which reflects an increase revenue for additional contracts authorized and additional expenses to add a Water Quality Operator to support such contract.

Motion by: D. Mastascusa
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-92 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

Appendix A
Water Sewer Contracts
Change In Net Assets

Description	ORIGINAL BUDGET	PROPOSED CHANGE	PROPOSED BUDGET
Customer Billings	\$ 809,620.00	\$ 69,700.00	\$ 879,320.00
TOTAL INCOME	\$ 809,620.00	\$ 69,700.00	\$ 879,320.00
Salaries			
Regular Wages & Salaries	\$ 266,581.00	\$ 43,576.00	\$ 310,157.00
Engineering Wages & Salaries	\$ 19,025.00	\$ -	\$ 19,025.00
Overtime Wages	\$ 84,785.00	\$ -	\$ 84,785.00
On-Call Stipend	\$ 8,400.00	\$ -	\$ 8,400.00
TOTAL SALARIES	\$ 378,791.00	\$ 43,576.00	\$ 422,367.00
Fringe Benefits			
FICA Expense	\$ 28,931.00	\$ 3,334.00	\$ 32,265.00
Pension Expense	\$ 50,083.00	\$ 4,183.00	\$ 54,266.00
Health Insurance	\$ 52,124.00	\$ 11,206.00	\$ 63,330.00
Workers Compensation	\$ 25,774.00	\$ 3,952.00	\$ 29,726.00
Disability	\$ 184.00	\$ 25.00	\$ 209.00
Post Retirement Overhead	\$ 33,143.00	\$ 5,520.00	\$ 38,663.00
TOTAL FRINGE BENEFITS	\$ 190,239.00	\$ 28,220.00	\$ 218,459.00
Operations & Maintenance			
O&M Supplies	\$ 500.00	\$ -	\$ 500.00
Other Tool, Equip & O&M	\$ 500.00	\$ -	\$ 500.00
Resale Parts & Materials	\$ 50,000.00	\$ -	\$ 50,000.00
TOTAL O&M	\$ 51,000.00	\$ -	\$ 51,000.00
Office & Administrative			
Employee Mileage Reimbursement	\$ 500.00	\$ -	\$ 500.00
Travel & Meeting Expense	\$ 300.00	\$ -	\$ 300.00
TOTAL OFFICE & ADMIN	\$ 800.00	\$ -	\$ 800.00
Other Expenses			
Insurance	\$ 17,300.00		\$ 17,300.00
Administration Allocation	\$ 36,558.00		\$ 36,558.00
Engineering Allocation	\$ 12,294.00		\$ 12,294.00
NYS Administrative Assessment	\$ 4,537.00		\$ 4,537.00
Water Quality Allocation	\$ 108,593.00		\$ 108,593.00
TOTAL OTHER EXPENSES	\$ 179,282.00		\$ 179,282.00
TOTAL EXPENSES	\$ 800,112.00	\$ 71,796.00	\$ 871,908.00
Change in Net Assets	\$ 9,508.00	\$ (2,096.00)	\$ 7,412.00



**Board Resolution No. 2020-08-93
August 27, 2020**

AUTHORIZING 2021 RATE SCHEDULE FOR GEOGRAPHIC INFORMATION SYSTEMS HOSTING AGREEMENTS

Whereas, the Development Authority of the North Country has been providing Geographic Information Systems (GIS) hosting services to multiple municipalities since 2011 in conjunction with previously authorized service agreements, and

Whereas, these services are provided in conjunction with Water Quality Operation and Maintenance or Management Services agreements; or through individual GIS hosting agreements, and

Whereas, the Authority periodically evaluates the cost to deliver these services and adjusts its fees accordingly, and

Whereas, the fee structure is based on three factors:

- 1) The amount of GIS data: customers with 1,499 or less data points are considered "small" customers and receive 12 labor hours per year for updates included in their base hosting fee; customers with 1,500 or more data points are considered "large" customers and receive 24 labor hours per year for updates included in their base hosting fee;
- 2) The location of the municipality, inside or outside the service area of St. Lawrence, Jefferson, and Lewis Counties; customers outside the tri-county service area pay a higher fee; and
- 3) The type of customer (municipality/government vs. private company). GIS needs for private companies differ from municipal, local government, or special district customers, and therefore agreement terms and fees are customized on an individual basis, and

Whereas, the Authority has established annual hosting fees as noted in Table 1 (below) and will incorporate the fees in new or renewed GIS hosting contracts and Water Quality Operations, Maintenance, and Management contracts, and

Table 1 GIS Hosting Fees

Data Size	Service Area	Hosting Fee Per Year							
		2021	2022	2023	2024	2025	2026	2027	2028
Small	Within Jefferson, Lewis, St. Lawrence Counties	\$995	\$995	\$1,045	\$1,045	\$1,095	\$1,095	\$1,145	\$1,145
Large		\$1,895	\$1,895	\$1,995	\$1,995	\$2,095	\$2,095	\$2,195	\$2,195
Small	Outside Tri-County	\$1,990	\$1,990	\$2,090	\$2,090	\$2,190	\$2,190	\$2,290	\$2,290
Large		\$3,790	\$3,790	\$3,990	\$3,990	\$4,190	\$4,190	\$4,390	\$4,390

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby adopt the fee schedule outlined in Table 1 for GIS Hosting Agreements and authorizes the Executive Director to negotiate the terms and conditions of GIS Hosting Agreements if in the best interest of the Authority and to execute such agreements.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-93 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman



Board Resolution No. 2020-08-94
August 27, 2020

GIS HOSTING AGREEMENT
ST LAWRENCE COUNTY

Whereas, St. Lawrence County (County) has been a Geographic Information Systems (GIS) hosting customer of the Development Authority of the North Country (Authority) since March 2016, and

Whereas, the County has requested to renew their GIS hosting services for an additional five years, beginning January 1, 2021 through December 31, 2025, for a not to exceed fee of \$9,875, and

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

Now, therefore, be it

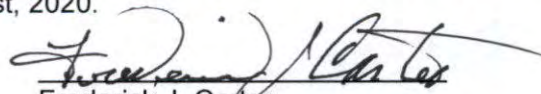
RESOLVED, that the GIS Services Agreement, by and between the Authority and St. Lawrence County, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-94 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

GIS WEB-BASED HOSTING AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
ST. LAWRENCE COUNTY**

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

ST. LAWRENCE COUNTY, a municipal corporation of the State of New York having an office building and principal place of business located at 48 Court Street, Canton, NY 13617, herein after referred to as "County",

And

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

Recitals

1. In March 2016, the County entered into a GIS Hosting Agreement with the Authority for GIS services for County data. The County's original GIS Hosting agreement period was January 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the County to renew the GIS hosting and maintenance services for 5 years.
3. The County Board of Legislators, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

Article I	Definitions
Article II	Scope of Services
Article III	Terms
Article IV	Compensation

Article V	Termination
Article VI	Insurance and Liability
Article VII	Miscellaneous

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

Section 201. Base Services. The Authority will provide the County 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 County 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 County will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).

- 3) The County will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The County 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 County hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The County understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the County Datasets hosted on the IMA will remain the property of the County. The County Datasets are defined as those that the County develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the County with all the County 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 County, or a third party. Other Datasets not developed by the Authority must be provided by the County in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: twenty-four hours of staff time per year for Customer data updates; staff time to annually update base map data including parcel data as supplied by the County, 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 County 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 January 1, 2021, and ending December 31, 2025, provided that the County 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 County for base services on January 1st in

advance. For Additional Services outlined in Section 202, the Authority shall invoice the County on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the County 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	1/1/21 – 12/31/21	\$1,895
2	1/1/22 – 12/31/22	\$1,895
3	1/1/23 – 12/31/23	\$1,995
4	1/1/24 – 12/31/24	\$1,995
5	1/1/25 – 12/31/25	\$2,095
Total Contract Fee		\$9,875

Section 402. Additional Services. The County 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 County 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 County and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the County 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 County as additional insured on the liability policy. The County shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

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

The Authority will at all times indemnify and save harmless the County against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the 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 County for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The County will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

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 County. 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 County shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the County arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

The Authority is an independent contractor with respect to the County, 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 County or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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**

ST. LAWRENCE COUNTY

By: _____

By: _____

Executive Director

Board Chair

ACKNOWLEDGEMENTS

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

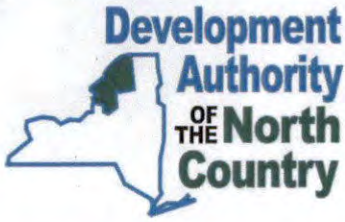
On this ____ day of _____, 20__, before me personally came _____, who being duly sworn, did dispose and says that he resides in St. Lawrence County, New York; that he is the Chair of the County Board of Legislators described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of St. Lawrence County.

NOTARY PUBLIC

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

On this ____ day of _____, 20__, before me personally came _____, who being duly sworn, did dispose and says that he resides in _____, New York; that he is the 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. 2020-08-95
August 27, 2020

GIS HOSTING AGREEMENT
WESTELCOM

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

Whereas, Westelcom has requested to renew their GIS hosting services for an additional five years, beginning September 1, 2020 through August 31, 2025, for a not to exceed fee of \$16,000, and

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

Now, therefore, be it


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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-95 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

GIS WEB-BASED HOSTING AGREEMENT
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
WESTELCOM

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

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

And

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

Recitals

1. The Development Authority of the North Country has developed a Geographic Information System (GIS) Internet Mapping Application (IMA) that is utilized to manage Telecommunication Infrastructure data for the Authority.
2. In 2015, Westelcom executed an agreement with the Authority for GIS hosting services for Westelcom pole and line data in Jefferson, Franklin, Essex and Clinton counties. Westelcom's original GIS Hosting Agreement period was September 1, 2015 through August 31, 2020.
3. The purpose of this agreement is to provide provisions for Westelcom to renew the GIS hosting and maintenance services for 5 years.
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 Westelcom with the following base services at the term and rates outlined in Sections 301 and 401. The scope of base services is outlined below:

- 1) The Authority agrees to provide Westelcom 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) Westelcom will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) Westelcom will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) Westelcom 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 Westelcom hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) Westelcom understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All Westelcom Datasets hosted on the IMA will remain the property of Westelcom. Westelcom Datasets are defined as those that Westelcom develops, on its own or through contract. In the event that this Agreement is not renewed, upon request the Authority will provide Westelcom with all Westelcom 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 may be developed by the Authority (under Section 202, Additional Services), Westelcom, or a third party. Other Datasets not developed by the Authority must be provided by Westelcom in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: up to twenty-four (24) hours of staff time for database checkouts and data maintenance per year; 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. Field work is not included in base services and will be performed as requested under "Additional Services" (see section 202).

Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, field work for data collection, or developing new datasets, all as requested of the Authority by Westelcom, 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 September 1, 2020, and ending August 31, 2025, provided that Westelcom and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. For base services outlined in Section 201, the Authority shall invoice Westelcom on an annual basis on September 1. For Additional Services outlined in Section 202, the Authority shall invoice Westelcom on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, Westelcom 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	Annual Hosting Fee
1	9/1/2020 – 8/31/2021	\$3,000
2	9/1/2021 – 8/31/2022	\$3,200
3	9/1/2022 – 8/31/2023	\$3,200
4	9/1/2023 – 8/31/2024	\$3,300
5	9/1/2024 – 8/31/2025	\$3,300
Total Contract Fee		\$16,000

Section 402. Additional Services. Westelcom 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. Westelcom 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. Westelcom and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that Westelcom shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

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

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

WESTELCOM

By: _____

By: _____

Executive Director

President

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came _____, 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. 2020-08-96
August 27, 2020

FYE 2021 OPERATING BUDGET AMENDMENT
ENGINEERING DIVISION
PASS-THROUGH EXPENDITURES

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Engineering Division for FY 2021 pursuant to **Resolution No. 2020-03-20**, and

Whereas, the Engineering Division of the Development Authority of the North Country maintains a pass-through general ledger account 8090 (Resale Parts and Materials) to pay vendors for services and materials and bill directly to contract customers, and

Whereas, the FYE 2021 Engineering Resale Parts and Materials account was estimated to include planned work on Engineering Service contracts, and

Whereas, project schedules have been accelerated and additional Supervisory Control and Data Acquisition (SCADA) work requested that will result in the budgeted Resale Parts and Materials account being exhausted.

Now, upon the recommendation of Executive Management, be it therefore

RESOLVED, that the Development Authority of the North Country hereby authorizes an increase in the revenue and expense account of the Engineering Division to continue pass-through expenditures and amends the FYE 2021 Engineering Budget as follows:

<i>Account Description</i>	<i>Original FYE 2021 Budget</i>	<i>Amended FYE 2021 Budget</i>	<i>Budget Modification</i>
Customer Billings	\$1,236,025.00	\$1,266,025.00	\$30,000.00
Resale Parts and Materials	\$36,000.00	\$66,000.00	\$30,000.00

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-96 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.



Frederick J. Carter
Board Chairman



Board Resolution No. 2020-08-97
August 27, 2020

SCADA SERVICES AGREEMENT AMENDMENT 2
TOWN OF CLIFTON
NEWTON FALLS WATER SYSTEM IMPROVEMENTS

Whereas, pursuant to **Resolution No. 2019-10-110**, the Development Authority of the North Country (Authority) and the Town of Clifton (Town) entered into an Agreement dated October 16, 2019 to provide SCADA Services to provide a Remote Terminal Unit (RTU) Control Panel for the metering/chlorination building at the Newton Falls Water Storage Tank and integrate this control panel with the Star Lake Supervisory Control and Data Acquisition (SCADA) system for an amount not to exceed \$25,000, and

Whereas, pursuant to **Resolution No. 2020-03-38**, the Authority and the Town entered into Amendment 1 dated March 11, 2020 to add an additional analog input module to the RTU and integrate a distribution system flow meter and carboy scales to measure the bulk chlorine container for a not to exceed cost of \$3,500, bringing the total not to exceed amount of the contract to \$28,500, and

Whereas, the Town has requested the Authority provide additional services to provide a Control Panel to be installed at the Clifton-Fine Town Line meter allowing this meter to be integrated with SCADA and provide real-time and daily flow rates to the system operator, and

Whereas, this additional scope of services is expected to increase the cost of services by an additional \$12,000 bringing the total not to exceed contract amount to \$40,500.

Now, therefore, be it

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

Motion by: D. Mastascusa
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-97 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.



Frederick J. Carter
Board Chairman

AMENDMENT NO.2

**TO SCADA SERVICES AGREEMENT BETWEEN
TOWN OF CLIFTON
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
FOR NEWTON FALLS WATER SYSTEM IMPROVEMENTS**

Whereas, the Development Authority of the North Country (Authority) and the Town of Clifton (Town) entered into an agreement dated October 16, 2019 for an amount not to exceed \$25,000 to provide a Remote Terminal Unit (RTU) Control Panel for the metering/chlorination building at the Newton Falls Water Storage Tank and integrate this control panel with the Star Lake Supervisory Control and Data Acquisition (SCADA) system; and

Whereas, the Town authorized Amendment Number 1 on March 11, 2020 to expand the scope of the Authority's services to add an additional analog input module to the RTU and integrate a distribution system flow meter and carboy scales to measure the bulk chlorine container for a not to exceed cost of \$3,500, and

Whereas, the Town has requested the Authority provide additional services to provide a Control Panel to be installed at the Clifton-Fine Town Line meter allowing this meter to be integrated with SCADA and provide real-time and daily flow rates to the system operator, and

Whereas, the Control Panel will contain a SCADAMetrics EtherMeter to interrogate the Sensus flow meter and a GE Orbit radio/antenna to transmit the information to the Water Treatment Plant (WTP) where the flow rate/total information will be integrated with the WTP RTU and SCADA system, and

Whereas, this additional scope of services is expected to increase the cost of services by an additional \$12,000 bringing the total not to exceed contract amount to \$40,500.

NOW, THEREFORE, the Authority and the Town agree to amend the SCADA Services Agreement as follows:

1. The Town agrees to pay the Authority an amount which shall not exceed \$40,500; \$25,000 of which was authorized with the October 16, 2019 agreement, \$3,500 which was authorized with the March 11, 2020 Amendment Number 1, and \$12,000 which is authorized with this Amendment Number 2.

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 amount agreed upon.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF CLIFTON

By: _____

By: _____

Carl E. Farone, Jr
Interim Executive Director

Charles Hooven
Town Supervisor

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came **Carl E. Farone, Jr**, who being duly sworn, did dispose and says that he resides in **Watertown**, New York; that he is the Interim 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. 2020-08-98
August 27, 2020

SCADA SERVICES AGREEMENT AMENDMENT 1
VILLAGE OF HEUVELTON
WATER SYSTEM IMPROVEMENTS PROJECT

Whereas, pursuant to **Resolution No. 2017-02-05**, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an Agreement dated January 11, 2017 to provide a Remote Terminal Unit (RTU) Control Panel for well pump/metering/chlorination control at the new Water Storage Tank and integrate this control panel with the village's Supervisory Control and Data Acquisition (SCADA) system for an amount not to exceed \$20,000, and

Whereas, the Village has requested the Authority provide additional services to provide a RTU Control Panel to allow the operators to enable/disable and control the backup well via SCADA, and

Whereas, the Backup Well Control Panel will be comprised of an RTU, radio and pressure transducer allowing the well to be controlled remotely by the tank level from the Water Tower Control Panel or locally from a pressure transducer at the backup well site; and

Whereas, this additional scope of services is expected to increase the cost of services by an additional \$15,000 bringing the total not to exceed contract amount to \$35,000.

Now, therefore, be it

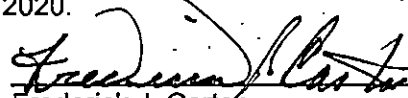
RESOLVED, that the **SCADA Services Agreement Amendment No. 1**, by and between the Authority and the Village of Heuvelton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

Motion by: M. Murray
Seconded by: D. Mastascusa

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-98 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT NO.1

**TO SCADA SERVICES AGREEMENT BETWEEN
VILLAGE OF HEUVELTON
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
FOR WATER SYSTEM IMPROVEMENTS PROJECT**

Whereas, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an agreement dated January 11, 2017 for an amount not to exceed \$20,000 to provide a Remote Terminal Unit (RTU) Control Panel for well pump/metering/chlorination control at the new Water Storage Tank and integrate this control panel with the village's Supervisory Control and Data Acquisition (SCADA) system; and

Whereas, the scope of the project has been revised to add an RTU Control Panel to allow the operators to enable/disable and control the backup well via SCADA; and

Whereas, the Backup Well Control Panel will be comprised of an RTU, radio and pressure transducer allowing the well to be controlled remotely by the tank level from the Water Tower Control Panel or locally from a pressure transducer at the backup well site; and

Whereas, this additional scope of services is expected to increase the cost of services by an additional \$15,000 bringing the total not to exceed contract amount to \$35,000.

NOW, THEREFORE, the Authority and the Village agree to amend the amount of the Agreement too \$35,000.

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 amount agreed upon.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF HEUVELTON

By: _____

By: _____

Carl E. Farone
Interim Executive Director

Barbara Lashua
Mayor



Board Resolution No. 2020-08-99
August 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT 1
VILLAGE OF TUPPER LAKE
SEWER SYSTEM CAPITAL IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2018-02-08**, the Development Authority of the North Country (Authority) and the Village of Tupper (Village) entered into an Agreement dated January 23, 2018 to provide technical service assistance for Sewer System Improvement Project for an amount not to exceed \$25,000, and

Whereas, the project was projected to be completed in spring of 2020, and

Whereas, delays have resulted in a revised projected project completion of December 2021, and

Whereas, the extended project completion will result in additional not to exceed services of \$20,000 bringing the total not to exceed contract amount to \$45,000.

Now, therefore, be it

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

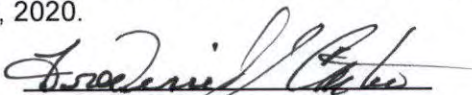
Motion by: G. Turck

Seconded by: A. Calligaris

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-99 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 1

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

WITH THE

VILLAGE OF TUPPER LAKE

Whereas, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated January 23, 2018 for an amount not to exceed \$25,000 to perform services related to a Sewer System Improvement Project, and

Whereas, the original agreement was based on a projected completion in spring 2020, and

Whereas, delays have resulted in a revised projected project completion of December 2021, and

Whereas, the extended project completion will result in additional not to exceed services of \$20,000.

NOW THEREFORE, the Authority and the Village agrees to amend the amount of the agreement to \$45,000.

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**

VILLAGE OF TUPPER LAKE

By: _____

By: _____

Date: _____

Date: _____

Carl E. Farone, Jr.
Executive Director

Paul Maroun
Mayor



Board Resolution No. 2020-08-100
August 27, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT 2
VILLAGE OF TUPPER LAKE
WATER SYSTEM IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2018-12-131**, the Development Authority of the North Country (Authority) and the Village of Tupper (Village) entered into an Agreement dated November 2, 2018 for an amount not to exceed \$15,000 to provide technical service assistance for a Water System Improvement Project, and

Whereas, the project was projected to be completed in 2019, and

Whereas, pursuant to **Resolution No. 2019-10-115**, the Authority and the Village entered into Amendment No. 1 on October 2, 2019 to increase the Authority's services by \$15,000 due to delays that resulted in a revised projected completion date of December 2020, and

Whereas, additional project delays, resulting in part from the COVID-19 pandemic, have extended the projected completion date to July 31, 2021 and this extension will result in additional not to exceed services of \$10,000, bringing the total contract amount to \$40,000.

Now, therefore be it


RESOLVED, that the Technical Services Agreement Amendment 2, by and between the Authority and the Village of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-100 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

AMENDMENT 2

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

WITH THE

VILLAGE OF TUPPER LAKE

Whereas, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated November 2, 2018 for an amount not to exceed \$15,000 to perform services related to a Water System Improvement Project with a projected completion date in 2019, and

Whereas, the Village authorized Amendment 1 on October 2, 2019 to extend the Authority's services by \$15,000 due to delays that resulted in a revised projected project completion date of December 2020, and

Whereas, additional project delays, resulting in part from the COVID-19 pandemic, have extended the projected completion date to July 31, 2021 and this extension will result in additional not to exceed services of \$10,000.

NOW THEREFORE, the Authority and the Village agree 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: _____

Carl E. Farone, Jr.
Executive Director

VILLAGE OF TUPPER LAKE

By: _____

Date: _____

Paul Maroun
Mayor



Board Resolution No. 2020-08-101
August 27, 2020

NORTH COUNTRY REDEVELOPMENT LOAN FUND
BRB CAFÉ, LLC
RATIFYING LOAN AND GRANT

Whereas, **Resolution No. 2015-08-91** established the North Country Redevelopment Fund, and

Whereas, the Regional Loan Review Committee can make commitments for loans up to \$250,000, and grants up to \$250,000, for a total combined grant/loan amount of \$500,000 with the Authority Board ratifying the request at its next meeting, and

Whereas, the Regional Loan Review Committee met on August 12, 2020 to review an application from BRB Café, LLC, and

Whereas, BRB Café, LLC has acquired a building at 102-104 Maple Street, Black River, NY (Jefferson County) and proposes to renovate the building for first floor commercial space and 2 upper floor, 2 bedroom, market rate apartments, and

Whereas, the applicant has received a RESTORE NY grant for this project, and

Whereas, the Regional Loan Committee is recommending a commitment of up to \$144,000, comprised of a \$72,000 loan and a \$72,000 grant consistent with the program guidelines.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of up to \$144,000 (\$72,000 loan/\$72,000 grant) from the North Country Redevelopment Fund to BRB Café, LLC at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further

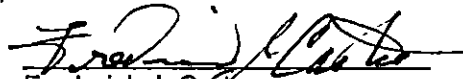
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Motion by: D. Mastascusa
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-101 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: BRB Café, LLC

Loan Fund: North Country Redevelopment Fund

Amount: up to \$144,000 (\$72,000 loan/\$72,000 grant)
The grant to loan amount will always be 1:1

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only for first 9 months during construction; then principal and interest to fully amortize the loan over remaining term

Collateral: Second mortgage behind Watertown Savings Bank construction loan on real estate located at 102-104 Maple Street, Black River, NY 13612. Lien on all machinery, equipment, furniture, fixtures, inventory, accounts receivable and general intangibles of business. Mortgage will convert to first position when bank is repaid with RESTORE funds.

Guarantors: Betsy Hennessey and Sean Hennessey

Conditions:

- Owner cash equity of \$26,300 demonstrated with invoices and cancelled checks/bank statements
- Watertown Savings Bank construction financing of \$263,000
- Third party broker opinion, or an as completed appraisal of building, with a minimum value of \$340,000 for a 1:1 loan-to-value
- Acceptable MWBE utilization plan for RESTORE NY grant, or waiver if applicable
- Recapture Provision over 10 years on grant portion
- Copies of invoices and cancelled checks or bank statements
- Loan will be disbursed as construction loan
- Bring personal real estate taxes current prior to closing
- ESD confirming extension of RESTORE Project #131,749 for adequate amount of time to complete the project based upon a timeline provided by applicant and agreeable to Lender

Development Authority of the North Country
August 18, 2020

BORROWER: BRB Cafe, LLC

BUSINESS ADDRESS: PO Box 603, Black River, NY 13612

PROJECT ADDRESS: 102-104 Maple Street, Black River, NY 13612

OWNERSHIP: Betsy Hennessey – 50%
Sean Hennessey – 50%

PROGRAM: North Country Redevelopment Fund

AMOUNT REQUESTED: up to \$144,000 (\$72,000 loan/\$72,000 grant)

LOAN TERM: 240 months

INTEREST RATE/PAYMENTS: 1%; First nine months interest only then P&I to amortize loan over remaining 231 months.

PRIMARY COLLATERAL: Second mortgage behind Watertown Savings Bank construction loan on real estate located at 102-104 Maple Street, Black River, NY 13612. Lien on all machinery, equipment, furniture, fixtures, inventory, accounts receivable and general intangibles of business. Mortgage will convert to first position when bank is repaid with RESTORE funds.

GUARANTORS: Betsy Hennessey and Sean Hennessey

JOBS:

Current:	0	<i>jobs will be created by</i>
Year 1:	0	<i>tenants</i>
Year 2:	0	
Year 3:	<u>0</u>	
Total New:	0 FTE	

SOURCES:		USES:	
Development Authority of the North Country	\$144,000	Construction	\$ 358,171
RESTORE NY	\$263,000	Overhead	\$ 34,112
Owner Cash	\$26,300	Legal Fees	\$ 2,000
		Architect	\$ 34,112
		ESD 1%	\$ 2,630
		Soft Costs	<u>\$ 2,275</u>
Total	<u>\$433,300</u>	Total	\$ 433,300

Owner Cash/Equity - \$26,300
Watertown Savings Bank-Pending-Construction financing to bridge RESTORE NY Grant.
Request to bank for \$268,000.

Development Authority of the North Country
August 18, 2020

PROJECT OVERVIEW:

Sean and Betsy Hennessey formed BRB Café, LLC to acquire and renovate 102-104 Maple Street, Black River. The building is located in downtown Black River and was home to the public library. The Hennessey's acquired the building from Mr. Hennessey's father mortgage free. The building is 3,360 square feet. They purchased additional land from the village to serve as sufficient parking for tenants.



It is the applicants' goal to fully renovate and remodel the vacant structure to create two modern, two bedroom apartments on the second floor, and renovate the first floor for commercial space. The apartments will be 700 s/f each and the commercial space will be approximately 1,500 square feet. The commercial space will be designed with a kitchen to Codes. The applicants began renovating the upstairs apartments in 2017, however stopped to work with the Village on a RESTORE NY grant. At the time of the grant application, the building was still owned by Mr. Hennessey's father. It was not until this year that the building was

transferred to the applicants.

The Village received a RESTORE NY award for the project for \$263,000. The award letter is dated April 19, 2018. Technically the award was to expire 2 years from the date of the award, or April 19, 2020. Due to COVID, the applicant has spoken to the state and the state has stated, verbally, that so long as they have 'started' the project then they are ok. If this project is approved, I would request something in writing from ESD confirming that this award is still valid.

It is the applicant's goal to get the apartments rented and lease the first floor space to a commercial tenant. The applicants have been making bagels out of their home. They would like to save cash/equity from the building to be able to open a storefront for this business in the commercial space. They would be open to leasing to another entity, as they have not committed to the first floor commercial space at this time. They do not have a firm commitment for the space at this time.

The Redevelopment Funds will focus on replacing the roof, flooring, drywall and painting. An updated estimate for project costs was provided by Aubertine & Carrier. Aubertine & Carrier is providing project management.

The applicants will oversee management of the property. Mr. Hennessey is an assistant commissioner with NYS DOT and Ms. Hennessey works part-time as an educator with the Jefferson County Cornell Cooperative Extension.

FINANCIAL ANALYSIS:

Development Authority of the North Country
August 18, 2020

FYE December 31	Projected	Projected	Projected
	Year 1	Year 2	Year 3
Revenues	\$26,600	\$36,400	\$37,200
Gross Profit	\$26,600	\$36,400	\$37,200
Expenses	\$19,200	\$19,200	\$19,200
Other Income (Expense)	\$0	\$0	\$0
Net Income	\$7,400	\$17,200	\$18,000
Less: Reserves	\$1,000	\$1,000	\$1,000
Add: Depreciation	0	0	0
Total Cash Available for Debt	\$6,400	\$16,200	\$17,000
Redevelopment Fund	\$4,113	\$4,113	\$4,113
Total Debt	\$4,113	\$4,113	\$4,113
Debt Service Coverage Ratio	1.56	3.94	4.13

Sales Growth	----	36.1%	2.2%
Gross Profit Ratio	100%	100%	100%
Expenses to Revenue Ratio	72%	53%	52%
Income Ratio	28%	47%	48%

Redevelopment Fund-20 years @ 1%, assumes full principal and interest payments above
Assumes bank construction loan paid off by grant.

- The projections were prepared by the applicant.
- The applicants are proposing to lease the two apartments for \$900 per month plus utilities. The projections assumed \$833 per month. Only in year's one and two was there a vacancy rate assumed. Year three assumes 100% occupancy of the residential units. The commercial space will be \$12 per s/f, or \$1,500 per month.
- Primary expenses are taxes, \$5,000, maintenance and grounds, \$2,600, insurance, \$2,000, management fee, \$1,200, and utilities, \$6,600. No COLA was projected for years 2-3.
- The only proposed debt in the project will be the loan from the Development Authority of the North Country.
- The projections only hold true at the proposed residential rates if the commercial space is fully leased. They may have to consider increasing the residential rents to break-even without commercial space being leased. Breakeven rents would have to be \$972 a unit. The fair market rate for a 2-bedroom unit in Jefferson County is \$1099.

Development Authority of the North Country
August 18, 2020

Balance Sheet

	At Closing
Current Assets	\$41,017
Fixed Assets	\$392,283
Total Asset	\$433,300
Current Liabilities	\$3,409
Long Term Liabilities	\$68,591
Total Liabilities	\$72,000
Equity	\$361,300
Total Equity and Liabilities	\$433,300

- Current assets include cash associated with legal fees, architect, ESD fee, and soft costs.
- The primary asset is the building.
- The current long-term liability is the Authority loan.
- The significant grant funding into the project results in a very positive debt to equity ratio of .20.

MANAGEMENT: The applicants list assets of \$213,614 and liabilities of \$50,180. The assets are primarily in real estate and automobiles. The primary liability is the mortgage on the personal home. They noted that they owe back taxes on their personal residence. Mr. Hennessey has a TransUnion credit score of 727. He reports liabilities of \$41,894 primarily comprised of a mortgage. He has several 30 and 60-day delinquents on three accounts. These accounts have been closed. Ms. Hennessey has a credit score of 711 with outstanding liabilities of \$46,050 primarily comprised of the mortgage. She shows one collection that was paid in full and one account that is now closed but had several 30 to 60-days delinquencies.

COLLATERAL:

	Fair Market Value	Discount (75%)
102-104 Maple Street, Black River	\$102,400	\$76,800
Improvements	\$279,486	\$209,615
Total	\$381,886	\$286,415
Less: Watertown Savings Bank	\$268,000	\$268,000
Available for DANC	\$113,886	\$18,415
Less: DANC Redevelopment Loan	\$72,000	\$72,000
LTV:	63.2%	391%

- *Redevelopment fund will require a third party broker opinion or as completed appraisal with a minimum value of \$340,000 to have a 1:1 LTV*
- *Assessed for \$102,400, full market value \$102,400 [County Assessment Records]*

CONDITIONS:

- Owner Cash Equity of \$26,300
- Bank Loan of up to \$268,000 to bridge RESTORE grant
- Third party broker opinion or as completed appraisal with a minimum value of \$340,000.

Development Authority of the North Country
August 18, 2020

- Acceptable MWBE utilization plan for the RESTORE NY program, or waiver if applicable
- Recapture Provision over 10 years on grant portion
- Guarantees from Betsy Hennessey and Sean Hennessey
- Copies of invoices and cancelled checks or bank statements
- Loan will be disbursed as construction loan
- Bring personal real estate taxes current prior to closing
- ESD confirming extension of RESTORE Project #131,749 for adequate amount of time to complete the project based upon a timeline provided by applicant and agreeable to Lender



Board Resolution No. 2020-08-102
August 27, 2020

SUBRECIPIENT AGREEMENT
NORTH COUNTRY HOME CONSTORTIUM
JEFFERSON COUNTY

Whereas, **Resolution No. 2017-05-52** approved the Subrecipient Agreement between the Development Authority of the North Country and Jefferson County for administration of the HOME Program for the years 2018, 2019, and 2020, and

Whereas, Jefferson, Lewis and St. Lawrence Counties have operated a consortium for the purposes of accessing federal HOME funding, and

Whereas, the Development Authority of the North Country has provided administrative support for the HOME Program over the past 24 years, and

Whereas, Jefferson County, as lead agency of the Consortium, is requesting the Authority continue providing that support for an additional three year period covering 2021, 2022, and 2023.

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

RESOLVED, the Development Authority of the North Country does hereby approve the Agreement between Jefferson County and the Development Authority of the North Country for administrative services of the HOME program, and be it further

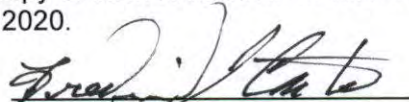
RESOLVED, the Executive Director is authorized to execute a contract for services with Jefferson County, implement the program, and execute agreements with awardees to carry out the program.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-102 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

SUBRECIPIENT SERVICE AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2020, by and between:

COUNTY OF JEFFERSON, a municipal corporation of the State of New York, having an office building and principal place of business located at 175 Arsenal Street, Watertown, New York 13601, (hereinafter referred to as "COUNTY" or "RECIPIENT"),

and

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation 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 "DANC" or "SUBRECIPIENT"). (DANC and COUNTY are hereinafter also collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, COUNTY has previously entered into an Agreement with the Counties of Lewis and St. Lawrence to create a North Country HOME Consortium (hereinafter referred to as "CONSORTIUM") for the purposes of applying for and receiving grant funding from the United States Department of Housing and Urban Development (hereinafter "HUD") HOME program, and

WHEREAS, The Counties comprising CONSORTIUM have also entered into a Memorandum of Understanding outlining details as to the operation of CONSORTIUM including, *inter alia*, the creation of an administrative board to oversee HOME program grant funding use (hereinafter referred to as the "ADMINISTRATIVE BOARD"), and

WHEREAS, COUNTY, on behalf of the CONSORTIUM, has applied for and received designation as a participating jurisdiction under the requirements 24 CFR Part 92, and HUD has approved the housing strategy contained in CONSORTIUM'S Consolidated Strategic Plan (hereinafter referred to as the "PLAN") , and

WHEREAS, COUNTY is authorized to receive formula allocations from HUD for Federal Fiscal Years (FFY) 2021, 2022, and 2023, (hereinafter referred to as "GRANT" or "GRANTS") to be used within the geographic boundaries of the CONSORTIUM for eligible purposes under 24 CFR Part 92 and consistent with the PLAN as approved , and

WHEREAS, COUNTY, as RECIPIENT of the GRANTS desires to enter into an agreement with DANC and DANC desires to enter into an agreement with COUNTY providing for DANC to act as SUBRECIPIENT of the GRANTS and to administer the GRANTS as received through the COUNTY in accordance with all HUD regulations, grant conditions, and the CONSORTIUM'S policies, program requirements and PLAN.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. TERM OF AGREEMENT

This Agreement shall take effect upon its execution, and unless terminated earlier pursuant to Section 2 hereof, shall continue in effect for the latter of (a) so long as GRANT funds and/or any program income there from remain available to COUNTY and/or DANC, or (b) so long as is necessary to satisfy all the requirements of Section 3 hereof. The COUNTY reserves the right to renew this Agreement with DANC every three years from the date of execution, unless otherwise suspended or terminated pursuant to Section 2 hereof.

Section 2. TERMINATION OR SUSPENSION

Notwithstanding the provisions of Section 1 hereof, this Agreement shall terminate on the date stated above in Section 1, or upon the occurrence of one or more of the following events:

Upon 90 days written notice by either party to the other of the termination of this Agreement; and/or

Immediately upon the cessation of existence of either party; or

This Agreement may be terminated or suspended:

Immediately upon receipt of notice to the SUBRECIPIENT that it has materially failed to comply with any terms of the GRANT award as provided for at 24 CFR 85.43; or

Upon notice that the award is being terminated for convenience in accordance with 24 CFR 85.44.

Section 3. CONDITIONS UPON EXPIRATION OR TERMINATION

In the event of termination or expiration of the agreement, SUBRECIPIENT shall transfer to COUNTY any of the GRANT funds on hand at the time of the expiration or termination and any accounts receivable attributable to the use of said funds. SUBRECIPIENT shall likewise immediately transfer all accounting records and documentation of any kind in its possession relative to the administration of this program to the COUNTY. In the event that any real property under the control of SUBRECIPIENT was acquired or improved in whole or in part with GRANT funds in excess of \$25,000, upon termination or expiration of this Agreement all said real property must either:

be used to meet one of the national objectives in 24 CFR Part 92 until five (5) years after expiration of the agreement or for such longer period of time as is determined to be appropriate by COUNTY; or

be disposed of in a manner that results in COUNTY'S being reimbursed in

the amount of the current fair market value of the property less any proportionate value of the property attributable to expenditures of non-GRANT funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in paragraph "(i)".)

The provisions of this Section shall survive termination or expiration of this Agreement.

Section 4. COMPLIANCE WITH GRANT REGULATIONS AND CONDITIONS

Each party shall carry out its respective activities in compliance with 24 CFR 92, (HOME Investment Partnerships Program, Final Rule) and all Federal laws and regulations applicable to the GRANTS. Except as expressly provided by such regulations, rules, procedures, conditions and requirements, all regulations, rules, procedures, conditions and requirements as may apply to the RECIPIENT relative to the GRANTS shall likewise fully apply to the SUBRECIPIENT.

Not by way of limitation of the foregoing, SUBRECIPIENT shall comply with OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental subrecipient receiving HOME funds: §§ 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 through 85.34, 85.36, 85.44, 85.51, and 85.52.

SUBRECIPIENT shall also comply with 24 CFR Subpart H (except for 92.352 and 92.357), and shall also comply with all terms and conditions of annual GRANTS as outlined in the annual Program Descriptions and Award Letters.

SUBRECIPIENT shall also comply with all terms and conditions of the adopted Policies of the North Country HOME Consortium's Administrative Board.

SUBRECIPIENT shall also comply with the requirements of 24 CFR 92, Section 92.504 providing for written agreements with any entity receiving HOME funds.

A copy of the provisions of 24 CFR 92 can be found in Appendix A of this Agreement.

Section 5. COUNTY DUTIES AND PROGRAM OBLIGATIONS

A list of duties and program obligations which shall be the responsibility of the COUNTY can be found in Appendix B of this Agreement.

Section 6. DANC DUTIES AND PROGRAM OBLIGATIONS

A list of duties and obligations which shall be the responsibility of DANC can be

found in Appendix B of this Agreement.

Section 7. COUNTY CONTROL OF GRANT FUNDING

Administration, management, possession and use of all funds generated from an initial HOME GRANT shall rest with COUNTY. All payment requests submitted to DANC under this program must be approved by both COUNTY and DANC before any payment may be made to the grant awardee. DANC may not request disbursements of GRANT funds until those funds are needed for payment of eligible costs. The amount of each request for funds by DANC shall be limited to the amount needed. DANC shall use any available program income before requesting disbursement of GRANT FUNDS by COUNTY.

Section 8. GRANT ADMINISTRATION COSTS

COUNTY shall budget and reserve 10% of each annual GRANT for GRANT administration costs as set forth by HUD regulations. This amount reserved each Federal Fiscal Year will vary annually based upon HUD's allocation of HOME funds.

Of the 10% reserved for administration, COUNTY shall be entitled to a fee for administrative services required for the HOME program to be determined annually by the ADMINISTRATIVE BOARD and shall be no less than one percent (1%) of the annual GRANT.

DANC shall be entitled to a fee for administrative services provided under this agreement. The fee will be determined annually by the ADMINISTRATIVE BOARD and shall not be less than three percent (3%) of any annual GRANT. DANC will submit a voucher to the COUNTY annually for its fee. Eligible expenses of DANC are set forth in Appendix C to this Agreement. At the beginning of each year, after receiving notification of the annual allocation, DANC will update the rates shown in Appendix C and transmit them to Jefferson County. The actual amounts to be reimbursed shall be based upon documented eligible expenses.

Up to six percent (6%) of the ten percent (10%) reserved by COUNTY will be awarded by the ADMINISTRATIVE BOARD to eligible entities that have applied to the NCHC for projects that are within eligible communities. Such entities will submit documentation to DANC for eligible administrative expenses prior to disbursement of these funds as defined in the contract between DANC and the entity.

Any unused administrative funds will be recaptured and made available for administrative costs associated with additional projects.

Section 9. PROGRAM INCOME, REPAYMENTS AND RECAPTURED FUNDS

DANC will fully comply with the program income, repayment and recaptured funds requirements set forth in 24 CFR 92.503 and the Consortium's Policy concerning

the use of Program Income, Repayments and Recaptured Funds. For the purpose of this Agreement, program income shall mean income directly generated from the use of home funds, repayments shall mean funds invested in housing that does not meet the affordability requirements as specified in Sections 92.252 and 254 of the HOME Final Rule or funds invested in a project which is terminated before completion and recaptured funds shall mean those that result from actions that occur within the affordability period as described in Section 92.254 of the Final Rule. Program Income, Repayments and Recaptured funds shall be deposited by DANC into a separate bank account and shall be redistributed for use in other HOME eligible projects. DANC will notify the COUNTY of all program income/recaptured funds so that the COUNTY can accurately account for such funds in the Integrated Disbursement and Information System (IDIS).

Section 10. ACCOUNTING AND RECORDS

DANC will set up and follow the record keeping requirements found in 24 CFR 92, Section 92.508. DANC's accounting practices shall be designed to strictly monitor the receipt and disbursement of all funds as granted from COUNTY. DANC will coordinate with COUNTY and the Jefferson County Planning Department (COUNTY'S administrative agent) to assure that such practices meet HUD requirements and that there are no undue delays in the receipt and expenditure of funds and the implementation of the project. All records, including computerized records and storage media, relative to requests for funds, loan applications, funding documentation for each project, review and approval documents, all expenditures of funds, any and all documentation relative to real property acquired or developed with GRANT monies, and any other documentation required by COUNTY shall be maintained and made available by DANC for at least the period specified in 24 CFR Section 92.508. Any such documentation shall be made available at any and all reasonable times and places as required by COUNTY for review or auditing. DANC shall fully cooperate with any and all reasonable requests of COUNTY for provision of records, review of documents, auditing or accounting activities as COUNTY in its sole discretion deems necessary and appropriate.

Section 11. FINAL AUDIT

COUNTY shall be responsible for performing the required audits and close-outs as prescribed by HUD. Such audits shall be completed in a timely fashion in accordance with OMB Circular A -133 and in accordance with all requirements of HUD. DANC shall be responsible for a report of the program to COUNTY's administrative agent throughout the life of this agreement. COUNTY may request, and DANC shall provide, such other reports as are necessary for the administration of this program.

Section 12. INDEMNIFICATION

DANC agrees to defend, indemnify and hold harmless the COUNTY, and its

officers, agents, employees, and representatives for any claim or action which arises from or is caused by any act or omission of DANC, or its officers, agents, employees or representatives. The obligation of DANC under this Section shall survive termination or expiration of this Agreement.

Section 13. RECOUPMENT

In the event HUD determines that HOME funds disbursed by DANC are to be returned, repaid, recaptured or recouped for any reason, DANC shall return said funds to COUNTY in the amount requested by HUD or COUNTY within 30 days written notice of such demand.

Any agreement between DANC and a contractor through whom or to whom HOME funds are disbursed, shall contain a provision requiring the return or recoupment of any HOME funds paid to it and identified by HUD as subject to repayment or recapture. Such funds identified by HUD shall be returned to the entity entitled to the return of such funds within 30 days of demand by written notice.

Section 14. THIRD PARTY RELATIONSHIPS

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the COUNTY or DANC.

Section 15. SEVERABILITY

If at any time, any term or provision of this Agreement shall be found to be invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions hereof shall, to the fullest extent permitted by law, remain in full force and effect.

Section 16. CAPTIONS

Captions of sections, paragraphs, subparagraphs, and clauses of this Agreement are for convenience and reference only.

Section 17. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

Section 18. ENTIRE AGREEMENT; AMENDMENTS

This Agreement comprises the entire integrated agreement between the Parties and supersedes any and all prior understandings between the Parties, oral or written, respecting the subject matter of the Agreement. This Agreement may be revised, amended and/or modified only in writing, signed by the Parties whether or not attached hereto.

WHEREFORE, as of the date first written above, the Parties have hereto set their hands.

COUNTY OF JEFFERSON

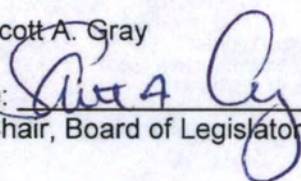
DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY

RECIPIENT


SUBRECIPIENT

Name: Scott A. Gray

Name: Carl E. Farone, Jr.

Signature: 
Title: Chair, Board of Legislators

Signature: _____
Title: Interim Executive Director

APPROVED AS TO FORM
<u></u>
COUNTY ATTORNEY
<u>7/27/2020</u>
DATE

ACKNOWLEDGMENT

STATE OF NEW YORK)

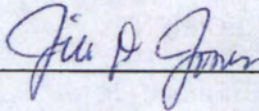
SS:

COUNTY OF JEFFERSON)

On this 28th day of July, 2020, before me personally came

*****Scott A. Gray*****

to me personally known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Legislators of the County of Jefferson, the municipal corporation described in and which executed the foregoing instrument; and that signed his name thereto by order of the Board of Legislators of the County of Jefferson.



NOTARY PUBLIC

JILL D JONES
Notary Public, State of New York
No. 01JO5020693
Qualified in Jefferson County
Commission Expires November 29, 2021

STATE OF NEW YORK)

SS:

COUNTY OF JEFFERSON)

On this ____ day of _____, 2020, before me personally came

*****Carl E. Farone, Jr*****

to me personally known, who, being by me duly sworn, did depose and say that he is the Executive Director of the Development Authority of the North Country, the public benefit corporation described in and which executed the foregoing instrument; and he executed said instrument for and in behalf of said corporation by order of the Board of Directors thereof.

NOTARY PUBLIC

APPENDIX A

24 CFR 92

HOME INVESTMENT PARTNERSHIPS PROGRAM
FINAL RULE

(Incorporated by Reference)

APPENDIX B
JEFFERSON COUNTY AND DANC DUTIES
AND
PROGRAM OBLIGATIONS

Note: The following list of duties is intended to describe the steps required for local administration of the NCHC. It will assist both the Lead County (Jefferson) and the subrecipient (DANC) in tracking obligations and triggering staff responsibilities.

COUNTY DUTIES AND PROGRAM OBLIGATIONS

A. Annual Application to HUD

Preliminary Transmission

Prepare transmission letter to HUD.

After receiving hard copies of the Annual Action Plan, SF-424, Plan Certifications, and the Compliance Assurance Form from DANC, obtain the signature of the Chairman of the County Board of Legislators (BOL).

Final Transmission

Prepare transmission letter to HUD.

Include copy of Affidavit of Publication (FONSI/RROF), if prepared for annual application.

Prepare Request for Release of Funds (HUD Form 7015).

B. Annual Environmental Review

Pursuant to 24 CFR 58

Prepare an Environmental Review Record (ERR).

Prepare for publication and notice a Combined Notice to Public of Finding of No Significant Impact on the Environment and Intent to Request Release of Funds (FONSI/RROF), if project/program is not categorically excluded or otherwise exempt.

Receive and incorporate public comments, if solicited through any required ERR notifications.

C. HOME Investment Partnership Agreement

On behalf of the Consortium, annually execute the HOME Investment Partnership Agreement with HUD.

Analysis of Impediments to Fair Housing Choice

As directed by HUD, update the Consortium's Analysis of Impediments to Fair Housing Choice (every four to six years).

Annual County Legislature Authorizations

Ensure all necessary HOME Agreement resolutions are annually administered through the County Legislature, including: Annual Revenue and Expenditure Budget Amendment, and Year to Year Carry-over Resolution.

D. Performance Reviews - Annual Monitoring

HUD Monitoring of the NCHC

Participate in HUD's on-site monitoring of the NCHC.

Review DANC's draft response and transmit official Lead County response to HUD relative to monitoring findings and concerns, if necessary.

NCHC/Jefferson County Monitoring of DANC

Annually conduct on-site monitoring of DANC under terms of Subrecipient Agreement.

Prepare and transmit to DANC findings and concerns as a result of the monitoring visit.

DANC shall, at a minimum, maintain all records as required by HOME rule Section 92.508 and make them available to the County upon request.

E. Integrated Disbursement and Information System (IDIS)

Request IDIS staff access permissions to HUD, as necessary, to secure employee authorization for IDIS transactions.

Select a local bank and establish the proper accounts to receive HOME Funds from HUD.

Jefferson County, serving as the lead County acting on behalf of the NCHC, shall be responsible for the overall maintenance and entry of all information and data into the IDIS system. It shall be the County's

responsibility to insure that data entry is accomplished in a timely and accurate manner.

Using the County's two week audit cycle, process drawdown requests as received from DANC and prepare County payment requests to submit to the County Auditor.

The County shall, along with DANC, receive and review all set up, revision, drawdown and completion forms submitted by HOME program housing providers. If questions arise about any IDIS submission by a housing provider, the County and DANC will discuss and decide on actions as appropriate.

Annually coordinate with the County Auditor, Treasurer, and independent Single Audit firm to produce records and documentation for completion of the County's Single Audit relative to the HOME program.

F. NCHC Re-Authorization

In order to determine whether there is support throughout the three Counties to continue the Consortium for another three years, the County will lead all necessary preliminary steps to receive input from all Consortium partners and advisors concerning interest in continuing the Consortium. These preliminary efforts should take place during the last quarter of the second year (2022) of the current reauthorization period (2021-23).

All current NCHC Cooperation Agreements include the option of completing an "Automatic Renewal" process. This abbreviated process can be used to confirm the affirmative choice by the NCHC Administrative Board and participating jurisdictions to renew operation of the NCHC every three years. This abbreviated process includes written notification to all participating jurisdictions of their "Right Not to Participate" for the reauthorization of the Consortium. Should the NCHC choose to invoke this abbreviated process for a subsequent re-authorization period, Jefferson County shall follow the required HUD steps, timeframes and submission requirements contained in HUD CPD-13-002, or any future HUD notice pertaining to designation of Consortia for the HOME program. Documentation filed for the Automatic Renewal completed for the 2021-23 reauthorization period will aid in completion of these steps.

If there are changes in Consortia membership or other factors that prevent the completion of an "Automatic Renewal" process, Jefferson County shall followed the required HUD steps, timeframes, and submission requirements for a non-Automatic Renewal reauthorization contained in HUD CPD-13-002, or any future HUD notice pertaining to designation of Consortia for the HOME program. Documentation filed for

the non-Automatic Renewal completed for the 2012-14 reauthorization period will aid in completion of these steps.

Authorizing Resolutions

After receiving notice from HUD that the Consortium has been re-authorized, draft BOL resolutions to: 1) authorize applications for HOME funds for the reauthorization period, 2) authorize a Subrecipient Services Agreement with DANC, and 3) authorize a Memorandum of Understanding (MOU) with St. Lawrence and Lewis Counties (only necessary if an Automatic Renewal is not followed).

Subrecipient Services Agreement with DANC.

If the above resolution is adopted by the Board of Legislators, complete a new Subrecipient Agreement in conjunction with the County Attorney and forward to DANC for authorization and signature.

DANC DUTIES AND PROGRAM OBLIGATIONS

A. General

DANC shall be fully responsible for:

Complying with all laws, rules, and regulations that apply to the HOME Investment Partnerships Program.

Timely preparation and submission to County of reports and documentation as required by County to meet HUD requirements.

Undertake other performance assessments, auditing and certifications as required by County to meet HUD requirements

Preparation of other program reports as reasonably requested by County describing program progression and status. Each report shall describe the administrative and managerial functions performed by DANC in relation to the HOME Program.

B. NCHC Administrative Board

Arrange for meeting locations, dates and times.

Prepare meeting notices, agendas and read ahead materials and distribute to members and to the Jefferson County Department of Planning (JCDP).

Prepare meeting minutes and distribute draft and final versions to members and to JCDP.

Maintain Board files and membership lists.

C. NCHC Advisory Board

Arrange for meeting locations, dates and times.

Prepare meeting notices, agendas and read ahead materials and distribute to members and to the Jefferson County Department of Planning (JCDP).

Prepare meeting minutes and distribute draft and final versions to members and to JCDP.

Maintain Board files and membership lists.

D. Annual Application to HUD

Preliminary Transmission

In conjunction with the development of the Annual Action Plan in HUD's eCon Planning Suite software (see Consolidated Plan tasks), develop completed SF-424, Plan Certifications and the compliance assurance form and transmit hard copies to the JCPD.

E. Consolidated Plan (CP)

Produce CP elements, comprised of a 5-Year Strategic Plan, Annual Action Plan and Plan Certifications all generated in HUD's eCon Planning Suite.

5-Year Strategic Plan.

The current Plan covers the period 2016-2020. During 2020-21 develop a new 5-Year Plan for the period 2021-2025. Integrate inclusion of CDBG-based Consolidated Plan elements prepared by the City of Watertown as required by HUD, now that the City is a CDBG Entitlement Community.

Annual Action Plan

Prepare a draft Plan utilizing HUD's eCon Planning Suite.

Provide the three Consortium Counties with copies of the draft to make available for public access.

Prepare and distribute the public notices as required by 24 CFR 91.105.

Hold public hearings as required by 24 CFR 91.105 (e).

Prepare public hearing minutes and transmit a copy to the JCPD. Prepare the final Plan in CPMP and submit electronically to HUD

no later than May 15th of each year. Transmit a hard copy to the JCPD.

Plan Certifications

Prepare Certifications in HUD's eCon Planning Suite and transmit to County.

F. Application to the NCHC for Funds

Schedule and coordinate a joint meeting of the NCHC's Administrative and Advisory Boards to discuss the application process, time frame, scoring system, etc.

Based on the program design adopted by the Administrative Board, prepare and distribute an application package/notice of funds availability.

Upon receipt of applications, conduct a preliminary review and ranking of each, prepare application summary sheets for each, prepare an application spreadsheet and distribute to the Administrative Board along with a meeting notice.

Coordinate an Administrative Board meeting to make final funding decisions.

Contact all applicants to notify them of approval or denial of their application.

Prepare and distribute a press release that announces the awards.

Prepare and administer contracts for each sub-recipient awarded funds consistent with HUD performance requirements.

Manage request for funds from sub-recipients including documentation of expenditures and monitoring of project progress and compliance with HOME Program requirements.

G. Consolidated Annual Performance and Evaluation Report (CAPER)

Prepare a draft CAPER in HUD's eCon Planning Suite and transmit to the three County Planning offices for public review and comment.

Prepare the final CAPER and transmit electronically to HUD no later than September 30th of each year. Transmit a hard copy to the JCPD.

Prepare a draft response to HUD's review comments and transmit to the JCPD for review. Prepare the final response and transmit to the JCPD.

H. Matching Funds Report

On HUD Form 40107-A, prepare the matching funds report and transmit

to HUD prior to December 31st of each year. Transmit a hard copy to the JCPD.

I. Performance Reviews - Annual Monitoring

HUD Monitoring of the NCHC

Participate in HUD's on-site monitoring of the NCHC.

Prepare draft responses to HUD's findings and concerns contained in their Monitoring Report and submit to the County for review.

Jefferson County Monitoring of DANC

At a minimum, maintain and make available to the County all records as required by HOME Rule Section 92.508 where applicable.

DANC Monitoring of sub-recipients

Annually, conduct on-site monitoring of all sub-recipients that have an active grant and/or have a project that is still in the affordability period as provided for in the HOME regulations.

Prepare and transmit to sub-recipients findings and concerns as a result of the monitoring visit and provide copies to the County.

During the period of affordability, conduct on-site inspections of rental housing as required in Section 92.504(d). In order to insure accurate records, beneficiary information should be updated annually.

Rental Rehabilitation Projects Monitoring

Complete all HUD required periodic rental rehabilitation project site inspections and include rental inspections results in the annual CAPER submission.

J. Integrated Disbursement and Information System (IDIS)

DANC, serving as the HOME Program's administrative agent on behalf of the NCHC, shall be responsible for assisting Jefferson County in its IDIS maintenance efforts when necessary.

DANC shall maintain direct contact with local subrecipients to assist them in the development of project activity information and data when necessary.

DANC shall develop and distribute forms which shall be used by all subrecipients for compiling and submitting data to set up projects and activities, seek revisions, request funds and report on project and activity

completions.

DANC shall develop and distribute forms and/or checklists that identify the required items of supporting documentation that subrecipients must submit in support of the above mentioned activities.

DANC and the County shall receive and review all set up, drawdown, revision and completion reports for accuracy. Should questions arise, DANC and the County will coordinate and decide on appropriate actions as necessary and DANC shall contact the subrecipient when required.

DANC shall review all drawdown requests and supporting documentation submitted by subrecipients for completeness and accuracy prior to forwarding to Jefferson County. Along with the drawdown request, DANC shall submit a payment request in the form of a County voucher. Collect and transmit to the County all data and information necessary to update IDIS as directed by HUD

K. Training

Periodically assess the need to conduct sub-recipient training.

Prepare training materials and agendas, establish training session dates, times, and locations, coordinate events, and send notices to sub-recipients.

Attend HUD-sponsored training.

L. Subrecipient Manual

Maintain and distribute a Subrecipient Manual to assist local housing providers in meeting HOME Program requirements.

M. Community Housing Development Organization (CHDO) Certification

On an annual basis, certify or re-certify CHDOs as required by HUD.

N. Managing Program Income, Recaptured Funds and Repayments

DANC shall manage Program Income, Repayments and Recaptured Funds in accordance with the North Country HOME Consortium's (NCHC) Policy adopted October 18, 2007, or as subsequently adopted.

O. Other Federal Requirements

With the exception of Sections 92.352 Environmental Review and 92.357 Executive Order 12372, DANC shall ensure that all other provisions of HOME Rule Subpart H - Other Federal Requirements (92.350 Other Federal Requirements, 92.351 Affirmative Marketing; Minority Outreach Program, 92.353 Displacement, Relocation, and Acquisition, 92.354 Labor, 92.355 Lead-Based Paint, 92.356 Conflict of Interest, and 92.358 Consultant Activities) are met.

APPENDIX C

DANC ELIGIBLE EXPENSES

As outlined in Section 8 of this agreement, eligible expenses include, but are not limited to, mileage at the IRS rate, meetings and legal expenses, supplies, and staff needed to administer the HOME program. Staff expenses will be reimbursed based upon actual time at a fully burdened rate to be determined by DANC and adjusted annually on April 1. For the program year 2020 the positions associated with the program and their fully burdened rates are as follows:

<u>Position</u>	<u>As of 4/1/2020</u>
Director of Regional Development	-\$102
Senior Project Development Specialist	-\$85
Project Development Specialist	-\$62
Executive Assistant	-\$65
Administrative Assistant	-\$50
Accounting Associate	-\$58

At the beginning of each year, after receiving notification of the annual allocation, DANC will update the rates shown in Appendix C and transmit them to Jefferson County.

The actual amounts to be reimbursed shall be based upon documented eligible expenses.



Board Resolution No. 2020-08-103
August 27, 2020

NORTH COUNTRY REDEVELOPMENT LOAN FUND
ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
RATIFYING LOAN AND GRANT

Whereas, **Resolution No. 2015-08-91** established the North Country Redevelopment Fund, and

Whereas, the Regional Loan Review Committee can make commitments for loans up to \$250,000, and grants up to \$250,000, for a total combined grant/loan amount of \$500,000 with the Authority Board ratifying the request at its next meeting, and

Whereas, the Regional Loan Review Committee met on August 12, 2020 to review an application from the St. Lawrence County Industrial Development Agency, and

Whereas, the St. Lawrence County Industrial Development Agency has entered into a Memorandum of Understanding with the City of Ogdensburg to renovate the former Newell Building located at 100 Paterson Street, Ogdensburg (St. Lawrence County) in order to house multiple manufacturing, warehousing, or high-tech enterprises, and

Whereas, the applicant has previously received a RESTORE NY grant for \$1 million and a National Grid grant for \$300,000 as well as \$350,000 of its own funds to complete new decking and roof, windows, façade improvements, removal of asbestos, demo of old office area, and removal of the old skylights, and

Whereas, these funds will be used to install new gas and electrical service, water and wastewater lines, and bathrooms to accommodate two potential tenants, and

Whereas, the Regional Loan Committee is recommending a commitment of up to \$200,000, comprised of a \$100,000 loan and a \$100,000 grant consistent with the program guidelines.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of up to \$200,000 (\$100,000 loan/\$100,000 grant) from the North Country Redevelopment Fund to the St. Lawrence County Industrial Development Agency at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements and further authorizes the Executive Director 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: D. Mastascusa
Seconded by: A. Calligaris

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-103 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.



Frederick J. Carter
Board Chairman

TERM SHEET

Borrower: St. Lawrence County Industrial Development Agency

Loan Fund: North Country Redevelopment Fund

Amount: up to \$200,000 (\$100,000 loan/\$100,000 grant)
The grant to loan amount will always be 1:1

Loan Term: 20 years

Loan Rate: 1%

Loan Payment: Annual payments to fully amortize the loan

Collateral: \$100,000 cash certificate of deposit

Guarantors: None

Conditions:

- Owner cash equity of \$50,000 with a minimum of \$20,000 demonstrated with invoices and cancelled checks/bank statements
- Recapture Provision over 10 years on grant portion which will become effective when the SLC IDA takes ownership of the property
- Copies of invoices and cancelled checks or bank statements
- Loan will be disbursed as construction loan

Motion-
Second-
Approved

North Country Economic Development Fund
August 18, 2020

BORROWER:

St. Lawrence County Industrial Development Agency

BUSINESS ADDRESS:

19 Commerce Lane #1, Canton, NY 13617

PROJECT ADDRESS:

100 Paterson Street, Ogdensburg, NY 13669

OWNERSHIP:

City of Ogdensburg-MOU with SLC IDA to transfer building

AMOUNT REQUESTED:

\$200,000 (\$100,000 Loan/\$100,000 Grant)

TERM/RATE:

20 years @ 1%

PAYMENTS:

Annual

PRIMARY COLLATERAL:

\$100,000 cash certificate of deposit

GUARANTORS:

N/A

JOB CREATION:

Existing: 0 tenants will create jobs
New-Year 1: 0
New-Year 2: 0
New- Year 3: 0
Total Jobs: 0 FTE

SOURCES:

North Country Redevelopment Dev Fund 200,000
Owner Cash 50,000
Total Sources 250,000

USES:

Renovations \$ 250,000
Total Uses 250,000

PROJECT OVERVIEW:

St. Lawrence County Industrial Development Agency is requesting \$200,000 from the North Country Redevelopment Fund (\$100,000 loan/\$100,000 grant) to complete Phase II of the Newell Building redevelopment project.

In 2019, the applicant completed renovations to the building using a \$1,000,000 RESTORE NY grant and a \$300,000 National Grid grant, as well as \$350,000 of their own funds. These improvements included new decking and roof, windows, façade improvements, removal of asbestos, demo of old office area, and removal of old skylights.

The applicant is requesting funding from the Redevelopment Fund to install new gas and electrical service, water and wastewater lines and bathrooms to accommodate two potential tenants. These improvements are needed to bring the building back into productive use for the first time in over ten years.

St. Lawrence County IDA-Newell Building

Motion-
Second-
Approved

North Country Economic Development Fund
August 18, 2020

The building is 64,000 square feet. One proposed tenant is looking at leasing 20,000 s/f for manufacturing space while another tenant is looking at 800 sf as a satellite office in Ogdensburg. Once the building is refurbished to meet the immediate needs of these two potential tenants, the IDA will embark on completing renovations to the remaining 40,000 s/f to accommodate additional occupants. When completed, this facility will be capable of housing multiple manufacturing, warehousing, and high-tech enterprises in a unique building that offers both historical character and scenic views of the St. Lawrence River.

The SLC IDA has a MOU with the City of Ogdensburg. The MOU outlined the roles and responsibilities for the parties relating to the RESTORE NY project. Upon completion of the project and receipt of reimbursement, the City will transfer the property to the IDA. The IDA has completed the RESTORE project and is awaiting reimbursement from NYS. The IDA believes it will be able to take title to the building this fall. The City has been supportive of the IDA's efforts to rehabilitate this building.



Before



After

St. Lawrence County IDA-Newell Building

Motion-
Second-
Approved

North Country Economic Development Fund
August 18, 2020

MANAGEMENT:

The property is currently owned by the City of Ogdensburg, however the City will transfer it to the IDA upon receipt of reimbursement of funds from RESTORE NY grant. This transfer should occur in the fall.

FINANCIAL ANALYSIS:

Income Statement

FYE December 31	Actual	Actual	Actual
	2018	2019	2020
Total Revenues	\$1,804,332	\$1,584,598	\$474,664
Total Expenses	\$1,961,169	\$1,735,803	\$452,632
Other Income/(Expenses)	\$0	\$0	\$0
Change in Net Position	(\$120,837)	(\$151,205)	\$22,032

- Audits were provided for FYE 2018 and 2019. The interim 2020 information was internally prepared.
- Primary revenue in 2018 and 2019 were from grants. In 2018 the IDA received \$748,110 in grant funding for the Newton Falls Rail Repair and \$415,940 for the J&L Project. In 2019, it received \$793,662 for the J&L Project. A majority of their income comes from administration fees of \$407,200 and project fees which were \$50,177 in 2018 and \$221,721 in 2019. The administration fee includes \$207,200 paid by the SLCIDA-LDC to the IDA annually. The remaining \$200,000 is from the County. This amount was increased by the County in 2020 to \$250,000.
- Outside of project expenses, the primary administrative expenses are salaries and wages of \$368,314 in 2019, employee benefits of \$128,337 in 2019, OPEB Expense (Other Post Employee Benefits) of \$47,555 in 2019, and Payroll Taxes of \$25,508. Total administrative expenses for 2018 were \$700,216 and \$640,433 for 2019.
- Most of the income through June 30, 2020 is from operating revenue in the form of County Revenue, \$125,000, IDA LDC Administrative Income, \$100,000, and gain on sale of assets, \$49,266. They also have \$162,000 in project fees
- Most of the expenses through June 30, 2020 are general operating expenses primarily in payroll expenses, \$241,048, and promotion/marketing expenses, \$17,824. They also had project expenses of \$151,168 of which \$102,469 was for the Newton Falls Rehab project and \$43,675 was for the Newell Building rehab.

Cash Flow Analysis

- No cash flow analysis was completed. The IDA has sufficient cash on hand to repay the debt. The debt will also be secured by a cash CD.

Motion-
Second-
Approved

North Country Economic Development Fund
August 18, 2020

Balance Sheet

FYE December 31	Actual 2018	Actual 2019	Actual 6/30/2020
Current Assets	\$6,224,912	\$6,096,587	\$5,931,129
Capital Assets – Net	\$2,940,141	\$2,843,943	\$3,291,879
Other Assets	\$528,328	\$440,931	\$0
Total Assets	\$9,693,381	\$9,381,461	\$9,223,008
Deferred Outflows of Resources	\$258,031	\$175,136	\$175,136
Current Liabilities	\$1,209,346	\$1,038,877	\$80,523
Long Term Liabilities	\$3,065,824	\$2,991,362	\$3,769,233
Total Liabilities	\$4,275,170	\$4,030,239	\$3,849,756
Deferred Inflows of Resources	\$536,633	\$537,954	\$537,954
Total Net Position	\$5,139,609	\$4,988,404	\$5,010,434

Ratio Analysis

Working Capital	\$5,015,566	\$5,057,710	\$5,850,606
Current Ratio	5.15	5.87	73.66
Debt/Worth	.83	.81	.77

- Total assets decreased in 2019 over 2018 due primarily to reduced grant income. In 2019, the IDA had a due from other governments of \$1,300,000 which is a grant receivable for the J&L Project.
- Deferred inflows of resources represents an acquisition of net position that applies to a future period(s) and so will not be recognized as inflow of resources (revenue) until that time. The Agency has two items that meet that criterion: OPEB and pension related deferrals. Deferred outflows of resources represents consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The IDA has two items that meet this criterion: OPEB and pension plan contributions.
- The IDA has several loans relating to projects. These include loans for the Canton Industrial Building and from the Development Authority to bridge grant funds for the J&L project.
- The long term liabilities include compensated absences of \$213,568 in 2019, postemployment benefits other than pensions of \$1,601,412 in 2019, long term debt less current portion of \$1,072,721 in 2019, and net pension liability-proportionate share of \$103,661 in 2019.
- They reflect \$1,272,812 in unrestricted-unassigned cash in their net position on 12/31/19.

Motion-
Second-
Approved.

North Country Economic Development Fund
August 18, 2020

CORPORATE:

Applicant has had five loans with the Authority. One is still open with a balance of \$750,000. This loan was to bridge grant sources for the J&L site redevelopment project. It is due 12/31/2020. The IDA also had a Redevelopment loan/grant for \$500,000 for the J&L site. They repaid the loan portion of \$250,000. The rest of the loans were paid as agreed.

COLLATERAL:

St. Lawrence County IDA will pledge \$100,000 cash certificate of deposit against the \$100,000 loan.

CONTINGENCIES:

1. Minimum \$50,000 owner cash contribution
2. Loan will be disbursed as a construction loan
3. Recapture provision over 10 years declining by 10% annually. This becomes effective when the IDA takes ownership of the property.



Board Resolution No. 2020-08-104
August 27, 2020

**GRANT AGREEMENT
COMMUNITY RENTAL HOUSING PROGRAM
JEFFERSON COUNTY**

Whereas, **Resolution No. 2006-01-05** established the Community Rental Housing Program (CRHP) with \$500,000 from the Authority's Affordable Housing Program, \$7.5 million from New York State, and \$1 million from Jefferson County, and

Whereas, **Resolution No. 2006-01-05**, authorized the Executive Director to implement the program and execute all agreements with New York State and Jefferson County to establish the program and carry-out its purposes, and

Whereas, the CRHP was created to address the need for additional rental housing in the Watertown/Fort Drum housing market associated with the expansion of Fort Drum in 2006, and

Whereas, since its inception, the CRHP has created 1,870 new units of rental housing in the Watertown/Fort Drum housing market as well as rehabilitated 60 units of rental housing with projects totaling over \$250 million, and

Whereas, the most recent study completed by the Army for the area showed that there was sufficient housing available to meet current soldier and family demands, and

Whereas, Jefferson County has made a written request to the Authority to terminate said Agreement and return \$1 million to Jefferson County, and

Whereas, several loans repaid early providing sufficient cash flow to repay Jefferson County while maintaining an adequate balance to lend for future projects, and

Whereas, while the conditions of the grant are still being met, given the current fiscal stress on municipalities due to the COVID-19 pandemic, Authority staff deem it prudent to terminate the agreement dated May 2, 2006 with Jefferson County and return its funds at this time, and

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

RESOLVED, the Development Authority of the North Country does hereby terminate the Agreement dated May 2, 2006 between Jefferson County and the Development Authority of the North Country for funding into the Community Rental Housing Program and authorizes the Executive Director to return \$1 million to Jefferson County, and be it further


RESOLVED, the Executive Director is authorized to increase the Co. 55 budget line for Grants from \$25,000 to \$1,025,000.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-104 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.



Frederick J. Carter
Board Chairman



Board Resolution No. 2020-08-105
August 27, 2020

FYE 2021 OPERATING BUDGET AMENDMENT
TELECOMMUNICATIONS DIVISION
AUTHORIZING A LAST MILE FIELD SURVEY

Whereas, the Development Authority of the North Country owns and operates a Telecommunication Network which provides high speed telecommunications services to schools, hospitals, government, and businesses across Jefferson, Lewis and St. Lawrence counties, and

Whereas, the COVID-19 pandemic has re-emphasized the fact that many rural areas across Jefferson, Lewis and St. Lawrence counties are unserved or underserved as it relates to high speed telecommunications, and

Whereas, during this pandemic, high speed telecommunications connectivity is a requirement for our school children to learn from home and employees to conduct business from home, and

Whereas, as requested by the Board of Directors, Development Authority staff is evaluating ways to enable broadband to unserved or underserved communities in Jefferson, Lewis, and St. Lawrence counties, and

Whereas, Authority staff have met with a consultant, ECC Technologies, which currently provides a service offering to identify communities that are unserved or underserved from a telecommunications perspective, and

Whereas, ECC Technologies has developed a two-prong approach in documenting broadband availability in contracted service areas. The first step documents terrestrial broadband availability by having trained engineers perform a site survey which would document (GIS) the physical telecommunications infrastructure currently in place. The second step utilizes ECC Technologies' "Broadband Availability and Adoption Tool" which includes the completion of surveys by community residents to understand various issues impacting their decision to purchase broadband services, to include affordability. The results of such a survey will identify the service levels required and at what price, and

Whereas, ECC Technologies served as a consultant to the Authority and was instrumental in creating the initial foundation of the Authority's Telecommunications Network. The capabilities of ECC Technologies have been verified by reviewing their work in other counties. In addition, ECC Technologies is a New York State Woman-Owned Business and on NY State Contract, and

Whereas, ECC Technologies has provided the quote shown below to complete an inventory of broadband infrastructure and BAAT survey for each county, and

Individual County Budgetary Pricing			
Price to DANC			
	Inventory	BAAT	Total
Lewis	\$ 40,000	\$ 22,000	\$ 62,000
St. Lawrence	\$ 55,000	\$ 22,000	\$ 77,000
Jefferson	\$ 45,000	\$ 22,000	\$ 67,000
Total	\$ 140,000	\$ 66,000	\$ 206,000

Whereas, Lewis County has offered to fund 50% (\$31,000) of the cost to complete the broadband infrastructure inventory and BAAT survey for Lewis County, and

Whereas, the Development Authority, as a partner to the counties to help expedite the work and to provide third party data for a possible grant application, recommends funding 50% of the costs of the broadband infrastructure inventory and BAAT survey as depicted above.

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 enter into agreements with ECC Technologies in a total amount not to exceed \$206,000, and further be it

Resolved, that any such agreement shall be funded 50% by the Authority and 50% by another participating entity, and further be it

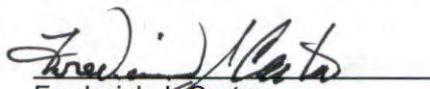
RESOLVED, that the Development Authority of the North Country hereby authorize an increase in Consulting Expense (GL 5970) from \$10,000 to \$113,000.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-105 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


 Frederick J. Carter
 Board Chairman



Board Resolution No. 2020-08-106
August 27, 2020

APPROVING MODIFICATIONS TO PERSONNEL POLICY

Whereas, the Development Authority of the North Country operates according to Board policies that are adopted and/or amended by the Board of Directors as appropriate, and

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

Whereas, Executive Management has recommended modifications to the Personnel Policy to incorporate changes in staffing to include an Executive Management Team comprised of the Executive Director, Chief Operating Officer (COO) and Chief Financial Officer (CFO) as reflected in the attached Appendix D "Organization Chart", which shall be included in the Authority's Personnel Policy, and

Whereas, the current position of Deputy Executive Director will become COO and the Director of Administration will become CFO, therefore such changes will require no additional staff, and

Whereas, Executive Management deem it necessary to reinstitute the position of Comptroller as such position is critical to financial oversight of Authority operations, and

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

RESOLVED, that the Development Authority of the North Country does hereby approve the attached amended Organization Chart, and be it further

RESOLVED, that the position of Deputy Executive Director be reclassified to Chief Operating Officer and Director of Administration be reclassified as Chief Financial Officer, and be it further


RESOLVED, that the position of Comptroller be reinstated.

Motion by: T. Hefferon
Seconded by: D. Mastascusa

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2020-08-106 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of August, 2020, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of August, 2020.


Frederick J. Carter
Board Chairman

Development Authority of the North Country Staffing Organization Chart – August 2020

