

**Board Resolution No. 2021-12-128
December 16, 2021**

**PUBLIC AUTHORITIES REPORTING INFORMATION SYSTEM (PARIS)
FIVE YEAR BUDGET AND FINANCIAL PLAN FOR FYE 2023
ANNUAL SUBMISSION**

Whereas, the Public Authorities Accountability Act requires Authorities to submit and publish a five year budget projection and financial plan, and

Whereas, the five year projection shall reflect the Authorities known, anticipated, and projected finances and incorporates its annual five year capital improvement plan, and

Whereas, the five year budget and financial plan is to be posted in PARIS no later than 90 days prior to the start of the fiscal year, and

Now, therefore, be it

RESOLVED, the Development Authority of the North Country herewith authorizes and directs the CFO to submit the PARIS five year budget and financial plan for FYE 2023 as attached hereto and shall direct said plan to be posted to the Authority's website.

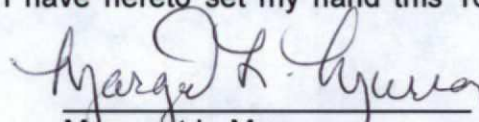
Motion by: E. Virkler

Seconded by: A. Calligaris

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-128 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2023

 Run Date: 12/03/2021
 Status: UNSUBMITTED
 Certified Date: N/A

Budget & Financial Plan
Budgeted Revenues, Expenditures, And Changes in Current Net Assets

	Last Year (Actual) 2021	Current Year (Estimated) 2022	Next Year (Adopted) 2023	Proposed 2024	Proposed 2025	Proposed 2026
REVENUE & FINANCIAL SOURCES						
Operating Revenues						
Charges For Services	\$21,544,127.00	\$22,789,198.00	\$22,812,007.00	\$22,766,391.00	\$23,079,078.00	\$23,867,006.00
Rentals & Financing Income	\$478,172.00	\$564,000.00	\$564,000.00	\$564,000.00	\$564,000.00	\$564,000.00
Other Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Operating Revenues						
Investment Earnings	\$599,600.00	\$898,401.00	\$898,401.00	\$898,401.00	\$898,401.00	\$898,401.00
State Subsidies / Grants	\$1,013,701.00	\$1,088,900.00	\$295,488.00	\$310,800.00	\$30,000.00	\$30,000.00
Federal Subsidies / Grants	\$96,978.00	\$114,211.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Subsidies / Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Authority Subsidies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Non-Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds From The Issuance Of Debt	\$12,120,551.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues & Financing Sources	\$35,853,129.00	\$25,454,710.00	\$24,569,896.00	\$24,539,592.00	\$24,571,479.00	\$25,359,407.00
EXPENDITURES						
Operating Expenditures						
Salaries And Wages	\$9,809,043.00	\$9,906,005.00	\$10,103,185.00	\$10,029,689.00	\$10,330,579.00	\$10,640,497.00
Other Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies And Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Operating Expenditures	\$9,476,535.00	\$10,987,218.00	\$11,056,333.00	\$11,177,994.00	\$11,418,854.00	\$11,614,572.00
Non-Operating Expenditures						
Payment Of Principal On Bonds And Financing Arrangements	\$949,342.00	\$1,017,229.00	\$1,001,006.00	\$691,476.00	\$696,109.00	\$723,813.00
Interest And Other Financing Charges	\$659,482.00	\$714,950.00	\$678,101.00	\$654,965.00	\$630,586.00	\$603,989.00
Subsidies To Other Public Authorities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Asset Outlay	\$19,026,122.00	\$8,316,351.00	\$3,531,300.00	\$5,554,874.00	\$15,471,645.00	\$3,509,726.00
Grants And Donations	\$1,162,316.00	\$84,570.00	\$50,488.00	\$50,000.00	\$0.00	\$0.00
Other Non-Operating Expenditures	\$586,405.00	\$508,814.00	\$215,000.00	\$230,800.00	\$0.00	\$0.00
Total Expenditures	\$41,669,245.00	\$31,535,137.00	\$26,635,413.00	\$28,389,798.00	\$38,547,773.00	\$27,092,597.00
Capital Contributions	\$5,441,193.00	\$6,465,551.00	\$1,590,000.00	\$3,645,000.00	\$13,445,000.00	\$1,510,000.00
Excess (Deficiency) Of Revenues And Capital Contributions Over Expenditures	(\$374,923.00)	\$385,124.00	(\$475,517.00)	(\$205,206.00)	(\$531,294.00)	(\$223,190.00)

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2023

Run Date: 12/03/2021
Status: UNSUBMITTED
Certified Date: N/A

The authority's budget, as presented to the Board of Directors, is posted on the following website:

Additional Comments

CONDENSED BUDGETED REVENUES, EXPENDITURES, AND CHANGES IN CURRENT NET ASSETS

	FYE 2021 ACTUAL	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE & FINANCING SOURCES						
Operating Revenues						
Charges for services	\$ 21,544,127	\$ 22,789,198	\$ 22,812,007	\$ 22,766,391	\$ 23,079,078	\$ 23,867,006
Rental & financing income	\$ 478,172	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000
Other Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Operating Revenues						
Investment earnings	\$ 599,600	\$ 898,401	\$ 898,401	\$ 898,401	\$ 898,401	\$ 898,401
State subsidies/grants	\$ 1,013,701	\$ 1,088,900	\$ 295,488	\$ 310,800	\$ 30,000	\$ 30,000
Federal subsidies/grants	\$ 96,978	\$ 114,211	\$ -	\$ -	\$ -	\$ -
Municipal subsidies/grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public authority subsidies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nonoperating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Proceeds from the issuance of debt	\$ 12,120,551	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues and Financing Sources	\$ 35,853,128	\$ 25,454,710	\$ 24,569,896	\$ 24,539,592	\$ 24,571,479	\$ 25,359,407
EXPENDITURES						
Operating Expenditures						
Salaries & Wages	\$ 9,809,043	\$ 9,906,005	\$ 10,103,185	\$ 10,029,689	\$ 10,330,579	\$ 10,640,497
Other employee benefits						
Professional Service Contracts						
Supplies and Materials						
Other Operating Expenditures	\$ 9,476,535	\$ 10,987,218	\$ 11,056,333	\$ 11,177,994	\$ 11,418,854	\$ 11,614,572
Non operating Expenditures						
Payment on principal on bonds and financing arrangements	\$ 949,342	\$ 1,017,229	\$ 1,001,006	\$ 691,476	\$ 696,109	\$ 723,813
Interest and other fiscal charges paid on debt	\$ 659,482	\$ 714,950	\$ 678,101	\$ 654,965	\$ 630,586	\$ 603,989
Subsidies to other public authorities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital asset outlay	\$ 19,026,122	\$ 8,316,351	\$ 3,531,300	\$ 5,554,875	\$ 15,471,644	\$ 3,509,726
Grants and Donations	\$ 1,162,316	\$ 84,570	\$ 50,488	\$ 50,000	\$ -	\$ -
Other Non-Operating Expenditures	\$ 586,405	\$ 508,814	\$ 215,000	\$ 230,800	\$ -	\$ -
Total Expenditures	\$ 41,669,245	\$ 31,535,137	\$ 26,635,413	\$ 28,389,798	\$ 38,547,772	\$ 27,092,597
CAPITAL CONTRIBUTIONS	\$ 5,441,193	\$ 6,465,551	\$ 1,590,000	\$ 3,645,000	\$ 13,445,000	\$ 1,510,000
Excess (deficiency) of revenues and capital contributions over expenditures	\$ (374,923)	\$ 385,124	\$ (475,517)	\$ (205,206)	\$ (531,294)	\$ (223,190)

Consolidated (All Companies)

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	FYE 2021 ACTUAL	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:						
Customer Billings	\$ 21,544,127	\$ 22,789,198	\$ 22,812,007	\$ 22,766,391	\$ 23,079,078	\$ 23,867,006
Deferred Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 599,600	\$ 898,401	\$ 898,401	\$ 898,401	\$ 898,401	\$ 898,401
Loan Interest Income	\$ 478,172	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000
Grant Income	\$ 1,110,679	\$ 1,203,111	\$ 295,488	\$ 310,800	\$ 30,000	\$ 30,000
Proceeds for the Issuance of Debt	\$ 12,120,551	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 35,853,128	\$ 25,454,710	\$ 24,569,896	\$ 24,539,592	\$ 24,571,479	\$ 25,359,407
OPERATING EXPENSES						
Personnel	\$ 9,809,043	\$ 9,906,005	\$ 10,103,185	\$ 10,029,689	\$ 10,330,579	\$ 10,640,497
Operations & Maintenance	\$ 7,693,356	\$ 8,811,888	\$ 9,013,067	\$ 9,061,453	\$ 9,269,141	\$ 9,481,778
Host Community Benefits	\$ 823,177	\$ 896,583	\$ 926,669	\$ 977,813	\$ 1,017,410	\$ 1,045,446
Administration	\$ 984,044	\$ 3,535,879	\$ 3,606,596	\$ 3,678,728	\$ 3,752,303	\$ 3,827,349
Contingency	\$ -	\$ 75,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Bad Debt	\$ (24,042)	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Offset	\$ -	\$ (2,332,132)	\$ (2,550,000)	\$ (2,600,000)	\$ (2,680,000)	\$ (2,800,000)
Total Operating Expenses	\$ 19,285,578	\$ 20,893,223	\$ 21,159,518	\$ 21,207,682	\$ 21,749,433	\$ 22,255,069
NON OPERATING EXP						
Principal Payments	\$ 949,342	\$ 1,017,229	\$ 1,001,006	\$ 691,476	\$ 696,109	\$ 723,813
Interest Expense	\$ 659,482	\$ 714,950	\$ 678,101	\$ 654,965	\$ 630,586	\$ 603,989
Bond Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants & Donations	\$ 1,162,316	\$ 84,570	\$ 50,488	\$ 50,000	\$ -	\$ -
Other Non-Operating Expenses	\$ 586,405	\$ 508,814	\$ 215,000	\$ 230,800	\$ -	\$ -
Capital Asset Outlay	\$ 19,026,122	\$ 8,316,351	\$ 3,531,300	\$ 5,554,875	\$ 15,471,644	\$ 3,509,726
Total Expenditures	\$ 41,669,245	\$ 31,535,137	\$ 26,635,413	\$ 28,389,798	\$ 38,547,772	\$ 27,092,597
Capital Contributions	\$ 5,441,193	\$ 6,465,551	\$ 1,590,000	\$ 3,645,000	\$ 13,445,000	\$ 1,510,000
Excess	\$ (374,923)	\$ 385,124	\$ (475,517)	\$ (205,206)	\$ (531,294)	\$ (223,190)

Administration

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 211,300	\$ 211,300	\$ 211,300	\$ 211,300	\$ 211,300
Deferred Income					
Interest Income	\$ 98,400	\$ 98,400	\$ 98,400	\$ 98,400	\$ 98,400
Loan Interest Income					
Grant Income	\$ 4,000	\$ -	\$ -	\$ -	\$ -
Proceeds for the Issuance of Debt					
Total Revenue	\$ 313,700	\$ 309,700	\$ 309,700	\$ 309,700	\$ 309,700
OPERATING EXPENSES					
Personnel	\$ 1,773,500	\$ 1,826,705	\$ 1,881,506	\$ 1,937,951	\$ 1,996,090
Operations & Maintenance	\$ 395,386	\$ 403,294	\$ 411,360	\$ 419,587	\$ 427,979
Host Community Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Administration	\$ 272,591	\$ 278,043	\$ 283,604	\$ 289,276	\$ 295,061
Contingency	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Bad Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Offset	\$ (2,332,132)	\$ (2,550,000)	\$ (2,600,000)	\$ (2,680,000)	\$ (2,800,000)
Total Operating Expenses	\$ 129,345	\$ (41,958)	\$ (23,531)	\$ (33,186)	\$ (80,870)
NON OPERATING EXP					
Principal Payments	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 240,800	\$ 213,800	\$ 199,500	\$ 203,000	\$ 267,400
Total Expenditures	\$ 420,145	\$ 221,842	\$ 225,969	\$ 219,814	\$ 236,530
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ (106,445)	\$ 87,858	\$ 83,731	\$ 89,886	\$ 73,170

Solid Waste

	PROJECTED FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 8,854,985	\$ 8,854,985	\$ 8,750,485	\$ 8,750,485	\$ 9,162,485
Deferred Income	\$ -				
Interest Income	\$ 462,499	\$ 462,499	\$ 462,499	\$ 462,499	\$ 462,499
Loan Interest Income	\$ -				
Grant Income	\$ 81,319	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Proceeds for the Issuance of Debt	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 9,398,803	\$ 9,347,484	\$ 9,242,984	\$ 9,242,984	\$ 9,654,984
OPERATING EXPENSES					
Personnel	\$ 2,873,946	\$ 2,960,164	\$ 2,672,378	\$ 2,752,549	\$ 2,835,125
Operations & Maintenance	\$ 3,446,859	\$ 3,515,797	\$ 3,428,547	\$ 3,497,118	\$ 3,567,061
Host Community Benefits	\$ 763,172	\$ 778,435	\$ 794,004	\$ 809,884	\$ 826,082
Administration	\$ 1,308,398	\$ 1,334,566	\$ 1,361,257	\$ 1,388,482	\$ 1,416,252
Contingency	\$ 30,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 8,422,375	\$ 8,623,962	\$ 8,291,186	\$ 8,483,034	\$ 8,679,520
NON OPERATING EXP					
Principal Payments	\$ 520,000	\$ 535,000	\$ 560,000	\$ 575,000	\$ 600,000
Interest Expense	\$ 658,144	\$ 623,994	\$ 603,663	\$ 582,200	\$ 558,369
Bond Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Grants & Donations					
Other Non-Operating Expenses	\$ 308,814				
Capital Asset Outlay	\$ 5,265,551	\$ 1,590,000	\$ 3,645,000	\$ 13,445,000	\$ 1,510,000
Total Expenditures	\$ 15,174,884	\$ 11,372,956	\$ 13,099,849	\$ 23,085,234	\$ 11,347,889
Capital Contributions	\$ 5,265,551	\$ 1,590,000	\$ 3,645,000	\$ 13,445,000	\$ 1,510,000
Excess	\$ (510,530)	\$ (435,472)	\$ (211,865)	\$ (397,250)	\$ (182,905)

Telecommunications

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 6,302,736	\$ 6,460,304	\$ 6,621,812	\$ 6,787,357	\$ 6,957,041
Deferred Income	\$ -				
Interest Income	\$ 94,559	\$ 94,559	\$ 94,559	\$ 94,559	\$ 94,559
Loan Interest Income	\$ -				
Grant Income	\$ -	\$ -			
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 6,397,295	\$ 6,554,863	\$ 6,716,371	\$ 6,881,916	\$ 7,051,600
OPERATING EXPENSES					
Personnel	\$ 1,732,383	\$ 1,784,354	\$ 1,837,885	\$ 1,893,022	\$ 1,949,812
Operations & Maintenance	\$ 2,056,538	\$ 2,097,669	\$ 2,139,622	\$ 2,182,415	\$ 2,226,063
Host Community Benefits	\$ -				
Administration	\$ 929,541	\$ 948,132	\$ 967,094	\$ 986,436	\$ 1,006,165
Contingency	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 4,743,462	\$ 4,855,155	\$ 4,969,602	\$ 5,086,873	\$ 5,207,040
NON OPERATING EXP					
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 1,520,000	\$ 1,697,500	\$ 1,620,375	\$ 1,823,644	\$ 1,732,326
Total Expenditures	\$ 6,263,462	\$ 6,552,655	\$ 6,589,977	\$ 6,910,517	\$ 6,939,366
Capital Contributions	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Excess	\$ 333,833	\$ 2,208	\$ 126,394	\$ (28,600)	\$ 112,234

Army Sewer Line

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 2,786,313	\$ 2,619,546	\$ 2,694,895	\$ 2,772,424	\$ 2,852,196
Deferred Income	\$ -				
Interest Income	\$ 27,800	\$ 27,800	\$ 27,800	\$ 27,800	\$ 27,800
Loan Interest Income	\$ -				
Grant Income	\$ -				
Proceeds for the Issuance of Debt	\$ -		\$ -		
Total Revenue	\$ 2,814,113	\$ 2,647,346	\$ 2,722,695	\$ 2,800,224	\$ 2,879,996
OPERATING EXPENSES					
Personnel	\$ 661,800	\$ 681,654	\$ 702,104	\$ 723,167	\$ 744,862
Operations & Maintenance	\$ 1,513,236	\$ 1,558,633	\$ 1,605,392	\$ 1,653,554	\$ 1,703,160
Host Community Benefits	\$ -				
Administration	\$ 399,077	\$ 407,059	\$ 415,200	\$ 423,504	\$ 431,974
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 2,574,113	\$ 2,647,346	\$ 2,722,695	\$ 2,800,224	\$ 2,879,996
NON OPERATING EXP					
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 240,000	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,814,113	\$ 2,647,346	\$ 2,722,695	\$ 2,800,224	\$ 2,879,996
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ -	\$ 0	\$ (0)	\$ (0)	\$ 0

Army Water Line

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 2,015,330	\$ 1,977,657	\$ 1,727,922	\$ 1,736,861	\$ 1,787,225
Deferred Income					
Interest Income	\$ 15,100	\$ 15,100	\$ 15,100	\$ 15,100	\$ 15,100
Loan Interest Income					
Grant Income	\$ -				
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 2,030,430	\$ 1,992,757	\$ 1,743,022	\$ 1,751,961	\$ 1,802,325
OPERATING EXPENSES					
Personnel	\$ 578,653	\$ 596,013	\$ 613,893	\$ 632,310	\$ 651,279
Operations & Maintenance	\$ 823,796	\$ 848,510	\$ 873,965	\$ 900,184	\$ 927,190
Host Community Benefits	\$ -				
Administration	\$ 206,809	\$ 210,945	\$ 215,164	\$ 219,467	\$ 223,857
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 1,609,258	\$ 1,655,468	\$ 1,703,022	\$ 1,751,961	\$ 1,802,325
NON OPERATING EXP					
Principal Payments	\$ 371,172	\$ 337,290	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 950,000	\$ -	\$ 40,000	\$ -	\$ -
Total Expenditures	\$ 2,930,430	\$ 1,992,757	\$ 1,743,022	\$ 1,751,961	\$ 1,802,325
Capital Contributions	\$ 900,000	\$ -	\$ -	\$ -	\$ -
Excess	\$ -	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Regional Water Line

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 363,652	\$ 370,349	\$ 377,238	\$ 371,092	\$ 378,377
Deferred Income					
Interest Income	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 365,652	\$ 372,349	\$ 379,238	\$ 373,092	\$ 380,377
OPERATING EXPENSES					
Personnel	\$ 51,070	\$ 52,602	\$ 54,180	\$ 55,806	\$ 57,480
Operations & Maintenance	\$ 157,056	\$ 161,768	\$ 166,621	\$ 171,619	\$ 176,768
Host Community Benefits	\$ -				
Administration	\$ 24,663	\$ 25,156	\$ 25,659	\$ 26,173	\$ 26,696
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 232,789	\$ 239,526	\$ 246,460	\$ 253,597	\$ 260,944
NON OPERATING EXP					
Principal Payments	\$ 76,057	\$ 78,716	\$ 81,476	\$ 71,109	\$ 73,813
Interest Expense	\$ 56,806	\$ 54,107	\$ 51,302	\$ 48,386	\$ 45,620
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 465,652	\$ 372,349	\$ 379,238	\$ 373,092	\$ 380,377
Capital Contributions	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Excess	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Water Sewer Contracts

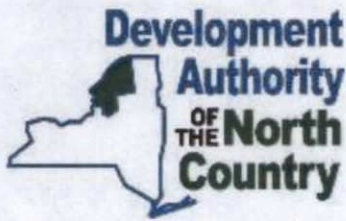
	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 896,185	\$ 923,071	\$ 950,762.67	\$ 979,285.55	\$ 1,008,664.11
Deferred Income					
Interest Income					
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 896,185	\$ 923,071	\$ 950,763	\$ 979,286	\$ 1,008,664
OPERATING EXPENSES					
Personnel	\$ 653,702	\$ 673,313	\$ 693,512	\$ 714,317	\$ 735,747
Operations & Maintenance	\$ 175,187	\$ 178,691	\$ 182,265	\$ 185,910	\$ 189,628
Host Community Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Administration	\$ 60,827	\$ 62,044	\$ 63,284	\$ 64,550	\$ 65,841
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 889,716	\$ 914,047	\$ 939,061	\$ 964,777	\$ 991,216
NON OPERATING EXP					
Principal Payments					
Interest Expense					
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay					
Total Expenditures	\$ 889,716	\$ 914,047	\$ 939,061	\$ 964,777	\$ 991,216
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 6,469	\$ 9,023	\$ 11,702	\$ 14,509	\$ 17,448

Regional Development

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 155,426	\$ 155,426	\$ 155,426.00	\$ 155,426.00	\$ 155,426.00
Deferred Income					
Interest Income	\$ 198,043	\$ 198,043	\$ 198,043	\$ 198,043	\$ 198,043
Loan Interest Income	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000	\$ 564,000
Grant Income	\$ 1,117,792	\$ 265,488	\$ 280,800.00	\$ -	\$ -
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 2,035,261	\$ 1,182,957	\$ 1,198,269	\$ 917,469	\$ 917,469
OPERATING EXPENSES					
Personnel	\$ 561,179	\$ 478,014	\$ 492,355	\$ 507,125	\$ 522,339
Operations & Maintenance	\$ 210,532	\$ 214,743	\$ 219,037	\$ 223,418	\$ 227,887
Host Community Benefits	\$ 133,411	\$ 148,234	\$ 183,809	\$ 207,526	\$ 219,364
Administration	\$ 183,667	\$ 187,340	\$ 191,087.15	\$ 194,908.89	\$ 198,807.07
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 1,088,789	\$ 1,028,331	\$ 1,086,288	\$ 1,132,979	\$ 1,168,397
NON OPERATING EXP					
Principal Payments					
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations	\$ 84,570	\$ 50,488	\$ 50,000		
Other Non-Operating Expenses	\$ 200,000	\$ 215,000	\$ 230,800		
Capital Asset Outlay					
Total Expenditures	\$ 1,373,359	\$ 1,293,819	\$ 1,367,088	\$ 1,132,979	\$ 1,168,397
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 661,902	\$ (110,862)	\$ (168,819)	\$ (215,510)	\$ (250,928)

Engineering

	FYE 2022 PROJECTED	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	Proposed Budget FYE 2026
REVENUE:					
Customer Billings	\$ 1,203,271	\$ 1,239,369	\$ 1,276,550	\$ 1,314,847	\$ 1,354,292
Deferred Income					
Interest Income					
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 1,203,271	\$ 1,239,369	\$ 1,276,550	\$ 1,314,847	\$ 1,354,292
OPERATING EXPENSES					
Personnel	\$ 1,019,772	\$ 1,050,365	\$ 1,081,876	\$ 1,114,332	\$ 1,147,762
Operations & Maintenance	\$ 33,298	\$ 33,964	\$ 34,643	\$ 35,336	\$ 36,043
Host Community Benefits	\$ -		\$ -	\$ -	\$ -
Administration	\$ 150,306	\$ 153,312	\$ 156,378	\$ 159,506	\$ 162,696
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 1,203,376	\$ 1,237,641	\$ 1,272,898	\$ 1,309,174	\$ 1,346,501
NON OPERATING EXP					
Principal Payments					
Interest Expense					
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ -	\$ 30,000	\$ 50,000.00	\$ -	\$ -
Total Expenditures	\$ 1,203,376	\$ 1,267,641	\$ 1,322,898	\$ 1,309,174	\$ 1,346,501
Capital Contributions	\$ -	\$ 30,000	\$ 50,000.00	\$ -	\$ -
Excess	\$ (105)	\$ 1,728	\$ 3,652	\$ 5,672	\$ 7,791



**Board Resolution No. 2021-12-129
December 16, 2021**

**APPROVING MODIFICATIONS TO SEXUAL HARASSMENT
PREVENTION POLICY**

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

Whereas, the Executive Director has recommended modifications of the Sexual Harassment Prevention Policy as deemed necessary and appropriate, and

Whereas, the recommended changes to the Sexual Harassment Prevention Policy includes modifying language in the following sections of the policy:

- Section 5.0: Changed the word from should to shall
- Section 6.3: Added language to include reporting claim of harassment in the event the complaint involves the Director of Human Resources
- Changed staff titles from Division Manager to Division Director throughout the policy

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the attached amended Sexual Harassment Prevention Policy.

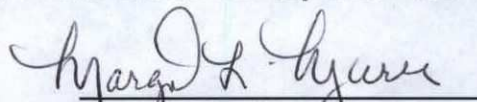
Motion by: A. MacKinnon

Seconded by: D. Mastascusa

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-129 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson

Development Authority of the North Country Governance Policies



Subject: Sexual Harassment Prevention Policy

Adopted: , 2021

Resolution: 2021-XX-XXX



1.0 INTRODUCTION

The Development Authority of the North Country is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. The Authority has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Authority's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with the Authority, or with a government agency or in court under federal, state or local antidiscrimination laws.

Every employer in the State of New York is required to adopt a sexual harassment prevention policy pursuant to Section 201-g of the Labor Law.

2.0 POLICY

- 2.1 The Authority Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with the Authority.
- 2.2 Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.
- 2.3 Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports a sexual harassment complaint. The Authority has a zero-tolerance policy for such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Authority who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, paid or unpaid intern, or non-employee working in the workplace who believes they have been subject to such retaliation should inform a direct supervisor, Division Director, Human Resources, or the Executive Director.

- 2.4 Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Authority to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.
- 2.5 The Authority will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
- 2.6 All employees are encouraged to report any harassment or behaviors that violate this policy. The Authority will provide a complaint form for employees to report harassment and file complaints.
- 2.7 Division Directors, Human Resources and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of to the Executive Director.

3.0 DEFINITIONS

3.1 SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination and is unlawful under federal, state and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone

which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employees' body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to others people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstations, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

3.2 RETALIATION

Unlawful retaliation can be any action that would keep a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- Filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

4.0 APPLICABILITY

Sexual harassment can occur between any individual, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

5.0 REPORTING SEXUAL HARASSMENT

Preventing sexual harassment is everyone's responsibility. The Authority cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a direct supervisor, Division Director, Human Resources or Executive Director. Anyone who witnesses or becomes aware of potential instances of sexual harassment shall report such behavior to a direct supervisor, Division Director, Human Resources or Executive Director.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

6.0 PROCEDURE

6.1 Supervisory Responsibilities

- All supervisors and Division Directors who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Executive Director. The Executive Director will report such complaint to Human Resources within one business day.
- In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.
- Supervisors and Division Directors will also be subject to discipline for engaging in any retaliation.

6.2 Complaint and Investigation of Sexual Harassment

- *All* complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.
- An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed as soon as possible. The investigation will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.
- Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.

6.3 While the process may vary from case to case, investigations shall be done in accordance with the following steps:

- Upon receipt of complaint, the Director of Human Resources will instruct human resources staff to conduct an immediate review of the allegations. The Director of Human Resources will speak with the employee and the alleged harasser and will coordinate with the Executive Director to take any interim actions, as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- In the event the complaint involves the Executive Director, the Director of Human Resources will contact the Authority General Counsel and the General Counsel shall conduct the investigation and report to the Governance Committee.

- In the event the complaint involves the Director of Human Resources, the Executive Director will contact the Authority General Counsel and the General Counsel shall conduct the investigation and report to the Executive Director.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint; together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of their right to file a complaint or charge externally as outlined below.

7.0 RESOURCES: LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual harassment is not only prohibited by the Development Authority of the North Country but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Development Authority of the North Country, employees may also choose to pursue legal remedies with the following governmental entities **at any time**.

7.1 New York State Division of Human Rights (DHR)

A complaint alleging violation of the Human Rights law may be filed either with Division of Human Rights or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with Division of Human Rights if they have already filed a HRL complaint in state court.

Complaining internally to Development Authority of the North Country does not extend your time to file with DHR or in court. The one-year or three years is counted from date of the most recent incident of harassment.

Contact DHR by calling (888) 392-3644, or visit their website at www.dhr.ny.gov for more information.

- 7.2 United States Equal Employment Opportunity Commissions (EEOC)**
An individual can file a complaint with the EEOC anytime within 300 days from the harassment.

Contact the EEOC by calling 1-800-669-4000, visiting their website at www.eeoc.gov or via email at info@eeoc.gov

- 7.3 Local Protections**
Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

- 7.4 Contact the Local Police Department**
If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

REPORTING SEXUAL HARASSMENT

Complaint Form

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subject to sexual harassment, you are encouraged to complete this form and submit it to your immediate supervisor, Division Director, Human Resources, or Executive Director. Once you submit this form, your employer must follow its sexual harassment prevention policy and investigate any claims.

If you are more comfortable reporting verbally or in another manner, your employer is still required to follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name: _____

Home Address: _____ Work Address: _____

Phone: _____ Work Phone: _____

Job Title: _____ Email: _____

Preferred Method of Communication: Phone Email Mail

SUPERVISORY INFORMATION

Immediate Supervisor's Name: _____

Title: _____

Work Phone: _____ Work Address: _____

COMPLAINT INFORMATION

1 Your complaint of Sexual Harassment is made against:

Name: _____ Title: _____

Work Address: _____ Work Phone: _____

Relationship to you: Supervisor Subordinate Co-Worker Other

2 Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

COMPLAINT INFORMATION cont.

3 Date(s) sexual harassment occurred: _____

Is the sexual harassment continuing: Yes No

4 Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help facilitate the investigation.

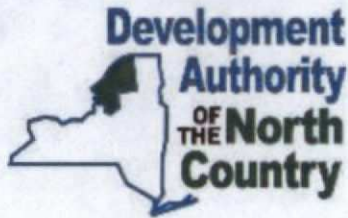
5 Have you previously complained or provided information (verbal or written) about sexual harassment at the Development Authority of the North Country? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

I request the Development Authority of the North Country investigate this complaint of sexual harassment in a timely and confidential manner, and advise me of the results of the investigation.

Signature: _____

Date: _____



Board Resolution No. 2021-12-130
December 16, 2021

**MANAGEMENT SERVICES AGREEMENT
VILLAGE OF CLAYTON
WATER AND WASTEWATER FACILITIES**

Whereas, pursuant to **Resolution No. 2010-10-09**, the Development Authority of the North Country (Authority) and the Village of Clayton (Village) entered into an Agreement dated October 25, 2010 to provide Management Services for the Village's Water and Wastewater Treatment Facilities through May 31, 2012, and

Whereas, pursuant to **Resolution No. 2012-05-07**, the Authority and the Village entered into an Agreement dated April 9, 2012 to provide Management Services for the Village's Water and Wastewater Treatment Facilities through May 31, 2017, and

Whereas, pursuant to **Resolution No. 2017-03-35**, the Authority and the Village entered into an Agreement dated April 10, 2017 to provide Management Services for the Village's Water and Wastewater Treatment Facilities through May 31, 2022, and

Whereas, the existing Management Services Contract will expire on May 31, 2022 and the Village has requested the Authority provide pricing for the same services for an additional five year term, and

Whereas, the additional cost for the Authority to provide Management Services for the Villages water and wastewater facilities shall be as follows:

June 1, 2022 – May 31, 2023 - **\$140,194**
June 1, 2023 – May 31, 2024 - **\$142,998**
June 1, 2024 – May 31, 2025 - **\$145,858**
June 1, 2025 – May 31, 2026 - **\$148,775**
June 1, 2026 – May 31, 2027 - **\$151,750**

Now, therefore be it

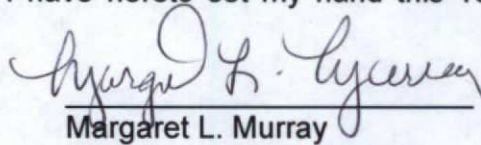
RESOLVED, that the Management Services Agreement, by and between the Authority and the Village of Clayton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-130 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson

MANAGEMENT SERVICES AGREEMENT

WATER/WASTEWATER FACILITIES Village of Clayton

This sets forth the Management Services Agreement made as of _____, 2022, by and between the **VILLAGE OF CLAYTON**, a New York municipal corporation with offices at 425 Mary Street, Clayton, New York 13624, ("Village"), and the **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. The Village has determined that the Authority is qualified and equipped to provide Management Services for the Village water and wastewater facilities and desires to engage the Authority for such services. The Village is authorized to enter into this Agreement by Resolution dated _____, 2022 a certified copy of which is attached as Exhibit "A".
2. The Authority desires to provide Management Services for the Village facilities described in this agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official" means the Village Mayor.

- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for the clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the Village means the period of twelve (12) calendar months beginning with June 1st of any year and ending with May 31st of the next year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year and ending with March 31st of the next year.
- 8) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the water and sewer facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 9) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 10) "SCADA", Supervisory Control and Data Acquisition system employed by the Village to remotely monitor certain facilities.
- 11) "GIS", Geographic Information Systems software employed by the Authority to digitally map and manage infrastructure.
- 12) "Wastewater Facilities", the Village-owned wastewater facilities described in detail on Record Drawings, Operation and Maintenance Manuals, and the Asset Management Plan adopted by the Village in December 2020.
- 13) "Water Facilities", the Village-owned water facilities described in detail on Record Drawings, Operation and Maintenance Manuals and the Asset Management Plan adopted by the Village in December 2020.

ARTICLE II - Employment and Scope of Services

Section 201. **Engagement**. The Village hereby engages the Authority to provide Management Services for the Village's Water and Wastewater Facilities providing a Water Quality Supervisor to manage the facilities.

Section 202. **Scope of Services**. The Authority shall provide necessary personnel to perform the following services:

1) **MANAGEMENT SERVICES**

For this contract, the Authority will provide a Water Quality Supervisor to provide Management Services of the water and wastewater treatment facilities. The Authority's Water Quality Supervisor shall ensure the facilities are operated in accordance with all local, state and federal laws, policies and guidelines. The Authority will assign a Water Quality Supervisor exclusively assigned and dedicated to Clayton facilities ("WQ Supervisor").

The WQ Supervisor has many critical duties including, but not limited to the following:

- Planning – including setting objectives, developing routine procedures, problem solving and decision-making.
- Organizing – including assigning responsibilities for work activities so that the plant's mission will be achieved and delegating authority necessary to properly accomplish work activities.
- Directing – ensuring that the day-to-day plant functions are carried out.
- Controlling – evaluating results and performance against a set of objectives. This includes the evaluation of financial, technical and personnel objectives.
- Safety – oversee administration of the Village's Health & Safety program for the Water and Wastewater Treatment Plant operations and ensure that tasks are performed in accordance with the Village's safety program.

The WQ Supervisor will perform many specific duties including, but not limited to the following:

- Implement the asset management plan for the Village's water and wastewater infrastructure that was adopted in 2009 and updated in 2020 and incorporate into a Computerized Maintenance Management System.
- Provide technical input and recommendations in the annual operation and maintenance and capital budget process.
- Provide technical input and recommendations in present and future water and wastewater engineering and construction projects.
- Implement and improve preventative maintenance plans and work orders.
- Recommend routine repair/replacement of equipment.
- Coordinate with the Village for routine purchases of supplies, chemicals, services and equipment necessary for plant operations.

- Coordinate facility daily operations, process decisions, maintenance and sampling to maintain compliance with the permits and applicable regulations.
- Coordinate daily work assignments, weekend coverage and emergency call-in schedules of Village operators.
- Develop recommended operator training program to obtain additional water and wastewater licenses, and maintain required contact hours for recertification of licenses.
- Conduct employee evaluation of Village operators.
- Compile monthly operation and maintenance reports for Village Board.
- Interface with regulatory agencies, engineering consultants, Village officials and customers.
- Provide technical input and recommendations for writing grant applications and obtaining funding.
- Assist the Authority's Board Certified Safety Professional with periodic Health & Safety inspections of the Village's water and wastewater treatment plant facilities, identify and implement corrective actions to ensure compliance with the Occupational Safety & Health Administration (OSHA) General Industry standard (29 CFR 1910) as administered by the Public Employee Safety & Health (PESH) Bureau.
- Coordinate activities with the Village Superintendent of Public Works, as needed.
- Attend Village Board meetings.

2) **OPERATOR OF RECORD SERVICES**

The Authority will provide operator of record services for the water and wastewater facilities.

3) **ASSIGNED AUTHORITY STAFF**

The Water Quality Supervisor shall represent the Authority providing Management Services. The Development Authority Director of Engineering shall be the primary representative of the Authority for providing other management services. Other staff will be provided as needed.

4) **ADDITIONAL SERVICES**

GIS: Through execution of this Management Services Contract, the Authority will provide web-based hosting services for these datasets under provisions set forth in Appendix A. The Authority agrees to provide the Village with GIS Hosting Services and access to the Internet Mapping Application (IMA) via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an annual fee for private portal GIS hosting services.

5) **GENERAL**

All work will be conducted in accordance with all State and Federal Laws and Regulations.

Authority representatives will take directions only from the Village representative designated by the Village to oversee this contract.

ARTICLE III - Term

Section 301. Term. The term of this agreement shall be five (5) years, commencing June 1, 2022 and ending May 31, 2027 to coincide with the Village fiscal year.

ARTICLE IV - Compensation

Section 401. Compensation. For all services required under this agreement, the Authority shall be compensated as follows:

The annual fee for Management Services shall be as follows:

June 1, 2022 – May 31, 2023 - **\$140,194**
June 1, 2023 – May 31, 2024 - **\$142,998**
June 1, 2024 – May 31, 2025 - **\$145,858**
June 1, 2025 – May 31, 2026 - **\$148,775**
June 1, 2026 – May 31, 2027 - **\$151,750**

- 1) A monthly invoice of the Authority's fee will be submitted to the Village, payable within thirty (30) days following receipt of the invoice.
- 2) The Authority will not add an administrative fee or any other charges to any invoices from any third party.

Section 402. Additional Work. The Village may request the Authority to perform work, in addition to that described in Article II, Employment and Scope of Services. The Village shall pay the Authority the cost thereof according to Appendix B, within 30 days following receipt by the Village of a proper invoice therefore.

ARTICLE V - Village Responsibilities

Section 501. Facilities. The Village shall make available to the Authority the Water and Wastewater Facilities. The Village shall immediately notify the Authority of any problems, concerns, operation specification variances which may occur during this operation period. The Village agrees to address safety issues that are in violation with 29 CFR 1910, as identified from periodic Health & Safety inspections to be performed by the Authority's Board Certified Safety Professional.

Section 502. Easements and Licenses. The Village shall maintain all easements, licenses and permits that have been granted to the Village as owner of the Water and Wastewater Facilities and procure all others necessary to operate and maintain such facilities.

ARTICLE VI - Termination

Section 601. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the Village shall pay the Authority all contractual expenses at a prorated rate based upon the annual authorized contact amount incurred by the Authority to the date of termination.

ARTICLE VII – Insurance/Liability

Section 701. Insurance. The Village shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from its negligent actions or inactions related to the Village's obligations under this Agreement. The Authority shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Village against loss or damage to the Village and its facilities and against public or other liability to the extent not less than reasonably necessary to protect the interests of the Village. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from its negligent actions or inactions related to the Authority's obligations under this Agreement.

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ARTICLE VIII - Accounts

Section 801. Accounts and Audits. All accounts, reports and other records generated by the Authority by or required under this agreement, in the performance hereof, shall be

open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of three years following the expiration or earlier termination of this agreement or an extended agreement.

ARTICLE IX - Miscellaneous

Section 901. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the Management Services of the Village Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

Section 902. Access. The Village and its authorized representatives retain all rights of access to the Water and Wastewater Facilities.

Section 903. Authority Status. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 904. Waiver. No waiver by the Village or the Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 905. Governing Laws. This agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 906. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 907. Notices. All notices required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid. Service shall be complete upon such mailing except in the case of a notice to change an address, in which case service shall be complete when the notice is received by the addressee.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr.
Executive Director

Date: _____

VILLAGE OF CLAYTON

By: _____
Norma Zimmer
Mayor

Date: _____

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2022, before me personally came Norma Zimmer, who being duly sworn, did dispose and says that she resides in Clayton, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

NOTARY PUBLIC

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

On this ____ day of _____, 2022, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC

MANAGEMENT SERVICES AGREEMENT

WATER & WASTEWATER FACILITIES VILLAGE OF CLAYTON

APPENDIX A – WEB-BASED GIS HOSTING

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 I - Definitions

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

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

ARTICLE II - Scope of Services

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

- 1) The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an additional annual fee for GIS hosting services as outlined in Section 401 Table 1.
- 2) Access to the IMA is provided 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.

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

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

ARTICLE III – Terms

Section 301. Term. The Authority will provide the Village GIS Hosting Services and IMA access for the term specified in Article III of the Management Services Agreement.

ARTICLE IV – Compensation

Section 401. Compensation. The Authority shall provide base services as outlined in Section 201. Under this Water Quality Management Services agreement, the Village is provided with data hosting and access to the public IMA portal at no additional charge; however, if the Village elects to maintain its data on a private portal, the Village will be charged an additional fee for private portal access as outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

Year	Period	Annual Fee
1	6/1/22 – 5/31/23	\$1,600
2	6/1/23 – 5/31/24	\$1,600
3	6/1/24 – 5/31/25	\$1,700
4	6/1/25 – 5/31/26	\$1,700
5	6/1/26 – 5/31/27	\$1,700

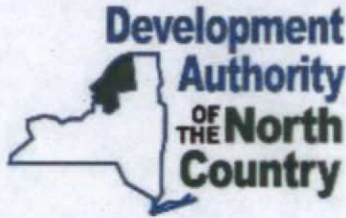
Section 402. Additional Services. The Village shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Appendix B). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal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

MANAGEMENT SERVICES AGREEMENT

April 1, 2021 – March 31, 2022
(Updated annually on April 1)

APPENDIX B

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Water Quality Manger	\$90	NA
Project Engineer	\$85	NA
Controls Engineer	\$85	NA
GIS Supervisor	\$85	NA
Water Quality Supervisor 2	\$85	NA
Water Quality Supervisor 1	\$78	NA
Lead Operator	\$65	\$84
Water Quality Administrative Associate	\$62	\$80
Water Quality Operator	\$61	\$78
GIS Specialist	\$55	N/A
Water Quality Technician	\$53	\$67



Board Resolution No. 2021-12-131
December 16, 2021

**MANAGEMENT SERVICES AGREEMENT
VILLAGE OF MALONE
WATER AND WASTEWATER FACILITIES**

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

Whereas, pursuant to **Resolution No. 2020-02-08**, the Authority and the Village agreed to Amendment 1 to provide Management Services for the Village's Water Treatment Facilities, and

Whereas, the existing Management Services Contract, through Amendment 1, will expire on May 31, 2022 and the Village has requested the Authority provide pricing for the same services for an additional five year term, and

Whereas, the additional cost for the Authority to provide Management Services for the Village's water and wastewater facilities shall be as follows:

June 1, 2022 – May 31, 2023 – **\$153,874**
June 1, 2023 – May 31, 2024 – **\$156,182**
June 1, 2024 – May 31, 2025 – **\$158,525**
June 1, 2025 – May 31, 2026 – **\$160,903**
June 1, 2026 – May 31, 2027 – **\$163,316**

Now, therefore be it

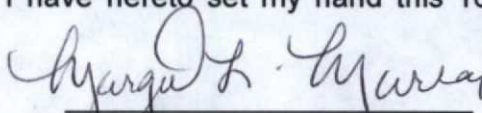
RESOLVED, that the Management Services Agreement, by and between the Authority and the Village of Malone, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: E. Virkler
Seconded by: D. Mastascusa

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-131 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Margaret L. Murray
Board Vice Chairperson

MANAGEMENT SERVICES AGREEMENT

WATER/WASTEWATER FACILITIES VILLAGE OF MALONE

This sets forth the Management Services Agreement made as of _____, 2022, by and between the **VILLAGE OF MALONE**, a New York municipal corporation with offices at 343 West Main Street, Malone, New York 12953, ("Village"), and the **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. The Village has determined that the Authority is qualified and equipped to provide Management Services for the Village's water and wastewater facilities and desires to engage the Authority for such services. The Village is authorized to enter into this Agreement by Resolution dated _____, 2022 a certified copy of which is attached as Exhibit "A".
2. The Authority desires to provide Management Services for the Village facilities described in this agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official" means the Village Mayor.

- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as DOH
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for the clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the Village means the period of twelve (12) calendar months beginning with June 1st of any year and ending with May 31st of that year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year and ending with March 31st of the next year.
- 8) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the sewer facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 9) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 10) "SCADA", Supervisory Control and Data Acquisition system employed by the Village to remotely monitor certain facilities.
- 11) "GIS", Geographic Information Systems software employed by the Authority to digitally map and manage infrastructure.
- 12) "Wastewater Facilities", the Village-owned wastewater facilities described in detail on Record Drawings and Operation and Maintenance Manuals.
- 13) "Water Facilities", the Village-owned water facilities described in detail on Record of Drawings and Operation and Maintenance manuals.

ARTICLE II - Employment and Scope of Services

Section 201. **Engagement.** The Village hereby engages the Authority to provide Management Services for the Village's Water and Wastewater Facilities providing a Water Quality Supervisor to manage the facilities.

Section 202. **Scope of Services.** The Authority shall provide necessary personnel to perform the following services:

1) **MANAGEMENT SERVICES**

For this contract, the Authority will provide a Water Quality Supervisor to provide Management Services of the water and wastewater treatment facilities. The Authority's Water Quality Supervisor shall ensure the facilities are operated in accordance with all local, state and federal laws, policies and guidelines. The Authority will assign a Water Quality Supervisor exclusively assigned and dedicated to the Malone facilities ("WQ Supervisor").

The WQ Supervisor has many critical duties including, but not limited to the following:

- Planning – including setting objectives, developing routine procedures, problem solving and decision-making.
- Organizing – including assigning responsibilities for work activities so that the plant's mission will be achieved and delegating authority necessary to properly accomplish work activities.
- Directing – ensuring that the day-to-day plant functions are carried out.
- Controlling – evaluating results and performance against a set of objectives. This includes the evaluation of financial, technical and personnel objectives.
- Safety – oversee administration of the Village's Health & Safety program at the Water and Wastewater Treatment Plants and ensure that tasks are performed in accordance with the Village's safety program.

The WQ Supervisor will perform many specific duties including, but not limited to the following:

- Implement an asset management plan for the Village's Water and Wastewater infrastructure and incorporate into a Computerized Maintenance Management System.
- Oversee and manage the Village's Significant Industrial User (SIU) program; if any qualifying industries should enter the Village. At the current time the Village does not have any SIUs; however it has been noted that the Village does receive leachate and that waste typically requires the establishment of a pretreatment program.
- Provide technical input and recommendations in present and future water and wastewater engineering and construction projects.
- Implement and improve preventative maintenance plans and work orders.
- Recommend routine repair/replacement of equipment.

- Coordinate with the Village for routine purchases of supplies, chemicals, services and equipment necessary for plant operations.
- Coordinate facility daily operations, process decisions, maintenance and sampling to maintain compliance with the permits and applicable regulations.
- Coordinate daily work assignments, weekend coverage and emergency call-in schedules of Village operators.
- Develop recommended operator training program to obtain additional water and wastewater licenses, and maintain required contact hours for recertification of licenses.
- Assist Village Management with employee evaluations.
- Compile monthly operation and maintenance reports for Village Management.
- Interface with regulatory agencies, engineering consultants, Village officials and customers.
- Provide technical input and recommendations for writing grants and obtaining funding.
- Assist the Authority's Board Certified Safety Professional with periodic Health & Safety inspections of the Village's water and wastewater facilities, identify and implement corrective actions to ensure compliance with the Occupational Safety & Health Administration (OSHA) General Industry standard (29 CFR 1910) as administered by the Public Employee Safety & Health (PESH) Bureau.
- Coordinate activities with the Village Clerk/Mayor, as needed.
- Attend Village Board meetings, at Village's request.

2) **OPERATOR OF RECORD SERVICES**

The Authority will provide operator of record services for the Water and Wastewater facilities.

3) **ASSIGNED AUTHORITY STAFF**

The Water Quality Supervisor shall represent the Authority providing Management Services. The Director of Engineering shall be the primary representative of the Authority for providing other management services. Other Staff will be provided as needed.

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GIS: Through execution of this Management Services Contract, the Authority will provide web-based hosting services for these datasets under provisions set forth in Appendix A. The Authority agrees to provide the Village with GIS Hosting Services and access to the Internet Mapping Application (IMA) via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an annual fee for private portal GIS hosting services.

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All work will be conducted in accordance with all State and Federal Laws and Regulations.

Authority representatives will take directions only from the Village representative designated by the Village to oversee this contract.

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Section 301. **Term**. The term of this agreement shall be five (5) years, commencing June 1, 2022 and ending May 31, 2027 to coincide with the Village's fiscal year.

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concerns, operation specification variances which may occur during this operation period. The Village agrees to address safety issues that are in violation with 29 CFR 1910, as identified from periodic Health & Safety inspections to be performed by the Authority's Board Certified Safety Professional.

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Section 601. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the Village shall pay the Authority all contractual expenses at a prorated rate based upon the annual authorized contract amount incurred by the Authority to the date of termination.

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Section 801. Accounts and Audits. All accounts, reports and other records generated by Authority by or required under this agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be

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

ARTICLE IX - Miscellaneous

Section 901. Independence of Agreement. The parties acknowledge that Authority has undertaken and may undertake various projects unrelated to the Management Services of the Village Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by Authority with others.

Section 902. Access. The Village and its authorized representatives retain all rights of access to the Water and Wastewater Facilities.

Section 903. Authority Status. Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 904. Waiver. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 905. Governing Laws. This agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 906. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 907. Notices. All notices required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid. Service shall be complete upon such mailing except in the case of a notice to change an address, in which case service shall be complete when the notice is received by the addressee.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Carl E. Farone, Jr.
Executive Director

Date: _____

VILLAGE OF MALONE

By: _____
Andrea Dumas
Mayor

Date: _____

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2022, before me personally came _____, who being duly sworn, did dispose and says that she resides in Malone, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

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

On this ____ day of _____, 2022, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC

MANAGEMENT SERVICES AGREEMENT

WATER & WASTEWATER FACILITIES

VILLAGE OF MALONE

APPENDIX A – WEB-BASED GIS HOSTING

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 I - Definitions

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

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

ARTICLE II - Scope of Services

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

- 1) The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an additional annual fee for GIS hosting services as outlined in Section 401 Table 1.
- 2) Access to the IMA is provided 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.

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

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

ARTICLE III – Term

Section 301. Term. The Authority will provide the Village GIS Hosting Services and IMA access for the term specified in Article III of the Management Services Agreement.

ARTICLE IV – Compensation

Section 401. Compensation. The Authority shall provide base services as outlined in Section 201. Under this Water Quality Management Services agreement, the Village is

provided with data hosting and access to the public IMA portal at no additional charge; however, if the Village elects to maintain its data on a private portal, the Village will be charged an additional fee for private portal access as outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

Year	Period	Annual Fee
1	6/1/22 – 5/31/23	\$1,600
2	6/1/23 – 5/31/24	\$1,600
3	6/1/24 – 5/31/25	\$1,700
4	6/1/25 – 5/31/26	\$1,700
5	6/1/26 – 5/31/27	\$1,700

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

MANAGEMENT SERVICES AGREEMENT

April 1, 2021 – March 31, 2022
(Updated annually on April 1)

APPENDIX B

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Water Quality Manger	\$90	NA
Project Engineer	\$85	NA
Controls Engineer	\$85	NA
GIS Supervisor	\$85	NA
Water Quality Supervisor 2	\$85	NA
Water Quality Supervisor 1	\$78	NA
Lead Operator	\$65	\$84
Water Quality Administrative Associate	\$62	\$80
Water Quality Operator	\$61	\$78
GIS Specialist	\$55	N/A
Water Quality Technician	\$53	\$67



Board Resolution No. 2021-12-132
December 16, 2021

AFFORDABLE RENTAL HOUSING PROGRAM
CAMBRAY HOUSING CORPORATION
LOAN #2

Whereas, Cambray Housing Corporation is requesting a loan for up to \$750,000 in permanent financing to assist with improvements associated with the substantial rehabilitation of 21 units of affordable rental housing in the village of Gouverneur, and

Whereas, **Resolution No. 2021-05-75** approved a loan of up to \$150,000 from the Affordable Rental Housing Program for predevelopment costs associated with the same project, and

Whereas, **Resolution No. 2017-10-110** approved a loan for \$750,000 from the Affordable Rental Housing Program to Cambray Court Apartments, LP, a sister project, to assist with the demolition and construction of 72 new units of affordable rental housing, and

Whereas, the proposed project by Cambray Housing Corporation will substantially renovate the remaining buildings creating 21 new affordable rental units and 1 community center, and

Whereas, Cambray Housing Corporation will pay-off the predevelopment loan prior to construction beginning with construction financing from Community Bank, and

Whereas, the project is consistent with the intent of the Affordable Rental Housing Program to improve affordable housing in the three-county region, and

Whereas, the Village of Gouverneur Planning Board served as the Lead Agency for SEQRA, and

Whereas, the Village of Gouverneur Planning Board declared that, based on the Environmental Record which was submitted, the Project will not result in any large and important impacts, and therefore will not have a significant adverse impact on the environment, and

Whereas, the Village of Gouverneur Planning Board issued a Negative Declaration under SEQRA for this Project.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a loan of up to \$750,000 to Cambray Housing Corporation from the Affordable Rental Housing Program subject to the terms and conditions in the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary, and be it further

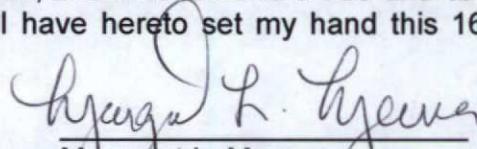
RESOLVED, that the Development Authority of the North Country accepts the action of the Village of Gouverneur Planning Board taken under the State Environmental Quality Review (SEQRA) and affirms a Negative Declaration for this Project.

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

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-132 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson

TERM SHEET

BORROWER: Cambray Housing Corporation

AMOUNT: up to \$750,000.00 for permanent financing

FUND: Affordable Rental Housing Program

PURPOSE: Improvements to facilities

RATE: 2%

TERM: 25 years

PAYMENTS: Annual principal and interest payments

COLLATERAL: Co-proportional first mortgage with NYS HCR and assignment of leases and rents on property located at the corner of West Main Street and Mill Street, Gouverneur, NY 13642 (parcel id# 173.032-1-30.11)

Lien position on all other assets of Cambray Housing Corporation

CONDITIONS:

- NYS HCR Community Investment Funding of at least \$3,100,000
- Federal Home Loan Bank funding of \$353,000
- NYS Weatherization funding of \$105,000
- Cambray Housing Corporation equity of \$122,000

AFFORDABLE RENTAL HOUSING PROGRAM

BORROWER: Cambray Housing Corporation

LOCATION: 68 West Main Street & 4 Mill Street, Gouverneur, NY
13642
(parcel id#173.032-1-30.11)

BOARD OF DIRECTORS: Ron McDougall, President Judy Peck
Kenneth Snyder Ronald Tuttle
Duane Winters Kathy Bigarel
Dave Blevins Scott Gillan

PERMANENT AMOUNT: up to \$750,000.00

TERM: 25 years

RATE: 2%

PAYMENTS: Annual principal and interest payments to amortize the loan over 25 years

COLLATERAL: Co-proportional first mortgage on real estate located at 68 West Main Street, Gouverneur, NY 13676

USE OF FUNDS: Permanent financing toward improvements to the facilities

SOURCES OF FUNDS		USES OF FUNDS	
Development Authority	\$ 750,000.00	Construction	\$3,600,335.00
NYS HCR Community Inv. Fund	\$3,100,000.00	Soft costs/fees	\$ 629,665.00
Federal Home Loan Bank of NY	\$ 353,000.00	Developer's Fee	\$ 200,000.00
NYS Weatherization Program	\$ 105,000.00		
Cambray Housing Corp Equity	<u>\$ 122,000.00</u>		
Total Sources	\$4,430,000.00	Total Uses	<u>\$4,430,000.00</u>

NYS HCR Community Investment Loan-Pending-Interest only payments at .5% annually for 30 years.
Federal Home Loan Bank-Committed-Requires a grant enforcement mortgage on the real estate.
No repayment requirement.
NYS Weatherization Program-grant

DANC PREDEVELOPMENT LOAN:

Resolution No. 2021-05-75 approved a loan of up to \$150,000 for pre-development costs to Cambray Housing Corporation. The loan closed on June 16, 2021. As of 11/30/2021, they had drawn \$57,775 on this loan. It is their intent to pay this loan off at the closing for construction financing. This loan was secured by proceeds from Community Bank.

AFFORDABLE RENTAL HOUSING PROGRAM

PROJECT:

Cambray Housing Corporation ("CHC"), a NYS Private Housing Finance Law Article II Housing Company, developed the Cambray Court Apartments in the early 1970s under the NYS Mitchell-Lama Housing Program. For over 40 years, the project was comprised of 100 apartments for low and very low-income senior citizens. Until 2015, 72 of the 100 units were subject to periodic flooding. NYS HCR and CHC determined to redevelop the entire project, in two phases.

In 2015, the property was legally subdivided into two components for the purpose of redeveloping the entire project. Phase 1, completed in 2017, involved the demolition of the 72 flood-impacted units, and the construction of 72 new units built on fill on the same site. The Authority provided a loan of \$750,000 to this project. The Borrower is current on the loan. Phase 2, the subject of this application, involves the substantial rehabilitation of the remaining buildings that are above the flood plain. The phase 2 property will remain Mitchell-Lama Housing.

The project was recently bid and the lowest bid came in \$750,000 over the estimate. This is not surprising considering the increase to construction materials. NYS HCR will have a first mortgage on the property and will require interest-only payments annually at .5% for 30 years. The Authority would have a co-proportional first mortgage and would require fixed principal and interest payments over 25 years at 2%. [Traditionally we charge 1% for affordable housing projects over a 20 year term; however the applicant was able to cash flow this project at the slightly higher rate of 2% over 25 years which seems agreeable to staff.]

Cambray Court is located in the village of Gouverneur, at the intersection of Main Street (NY Route 11) and Mill Street, near the Village commercial center. The project is located in a stable and established setting that is centrally located, and near to commercial and community resources. The project is located within reasonable distance to all necessary services in the surrounding neighborhood, which include grocery, retail establishments, neighborhood parks, public library and museums, a senior center, and health care/pharmacy facilities. Local and regional bus service is nearby, and regional food and pharmacy chains provide free bus service for grocery shopping, and offer direct delivery services.

The project is comprised of seven, two-story residential buildings (a three-plex and a four-plex, each separated by fire walls), and a community building comprised of meeting space, managers office, rest rooms, and maintenance shop. There are currently 28 units, comprised of 13 studio units and 15 one-bedroom units. 4 one-bedroom units will be demolished, four studios will be converted into 2 one-bedroom handicapped accessible units (additional HA units to-be-determined during design phase), and a studio will be converted to a community room with laundry facilities, resulting in 8 studios and 13 one-bedroom apartments, and the community building as the final product.

The project is occupied by very-low income senior citizens age 62+, with incomes less than 50% AMI, subsidized by Section 8 Project Based Vouchers, and will be re-occupied by the same income group at project completion.

AFFORDABLE RENTAL HOUSING PROGRAM

Supportive Services will be provided through an agreement with United Helpers Home Health-Mosaic Behavioral Health Services, which provides Case Management and Care Coordination services, Behavioral and Mental Health Counseling, Day Habilitation, and Home Health Services.

The project community building provides office space for several locally-based non profit agencies, including the North Country Prenatal/Perinatal Council, Inc. and provides Maternal and Infant services, Health Advocacy services, and NYS DOH-funded community health workers.

A professional Market Study conducted by the firm Newmark, Knight, and Frank concluded that there is market demand for the project. Other key factors cited in the Study to indicate overall project support and a market advantage include:

- Lack of recent affordable senior housing development in the Primary Market Area. The most recent development was Cambray Phase 1 that was entirely replacement housing; all other regional development has been for workforce family households outside the PMA.
- Location characteristics of the site along the river, with good water views, and within a very walkable location with retail, grocery, pharmacy and community service uses nearby.
- The superior product concept with amenities and community space will be superior to nearly all unrestricted rental options in the market in addition to older affordable options. The predominate housing option in the area for 1BR unit types is older garden style/townhouse complexes that are not adapted/accessible for senior residents.
- Continued growth in the senior age category with increases of around 10% in renter households projected into 2024.
- All competitors in the PMA have extensive waitlists and very limited turnover which results in longer wait times for availability.

A tenant relocation plan has been drafted and is being reviewed by Homes and Community Renewal (HCR).

United Helpers manages the project on behalf of the owner.

FINANCIALS:

	<u>3/31/2019</u>	<u>3/31/2020</u>	<u>3/31/2021</u>	<u>Projected Year One</u>
Rental Income	\$189,129	\$197,659	\$190,405	\$169,963
Commercial Income	\$5,400	\$9,565	\$26,950	\$10,260
Interest Income	\$628	\$629	\$178	\$0
Laundry & Other Income	<u>\$987</u>	<u>\$13</u>	<u>\$150</u>	<u>\$3,000</u>
Total Operating Revenue	\$196,144	\$207,866	\$217,683	\$183,223
<i>Expenses</i>				
Maintenance Fee	\$46,083	\$45,513	\$37,815	\$15,600

AFFORDABLE RENTAL HOUSING PROGRAM

Electricity	\$31,540	\$35,770	\$34,862	\$19,118
Sewer/Water	\$15,062	\$14,179	\$13,453	\$10,600
Trash Removal	\$6,421	\$6,532	\$6,294	\$3,500
Grounds Maintenance	\$5,238	\$8,328	\$4,673	\$7,378
Maintenance & Repairs	\$7,348	\$10,764	\$16,627	\$2,000
Janitorial Supplies	\$1,251	\$595	\$3,240	\$2,950
Painting and Decorating	\$362	\$749	\$684	\$0
Extermination Services	\$1,196	\$0	\$1,308	\$0
Insurance	\$15,534	\$16,081	\$17,719	\$12,304
Advertising	\$1,050	\$776	\$1,035	\$250
Depreciation	\$22,989	\$19,375	\$19,199	\$0
Management fees	\$24,657	\$25,518	\$26,328	\$18,154
Audit & Accounting	\$9,900	\$7,500	\$7,400	\$7,800
Legal Fees	\$0	\$160	\$25	\$1,800
Telephone	\$2,686	\$2,889	\$3,099	\$3,995
Office Expense	<u>\$2,195</u>	<u>\$2,807</u>	<u>\$2,235</u>	<u>\$1,000</u>
Total Expenses	\$193,512	\$197,536	\$195,996	\$106,449
Change in Net Assets	\$2,632	\$10,330	\$21,687	\$76,774
Add: Depreciation	\$22,989	\$19,375	\$19,199	\$0
Cash available for debt	\$25,621	\$29,705	\$40,886	\$76,774
Debt:				
HCR CIF	\$15,500	\$15,500	\$15,500	\$15,500
Authority Debt*	\$38,415	\$38,415	\$38,415	\$38,415
Total Debt	\$53,915	\$53,915	\$53,915	\$53,915
Debt Service Coverage Ratio:	.48X	.55X	.76X	1.42X

- Cambray Housing Corporation is a 501 C3 created under NYS Private Housing Finance Law Article II Housing Company.
- FYE 12/31/2020 audit completed by Pinto, Mucenski, Hooper, VanHouse & Co., CPA, P.C.
- Occupancy is usually very good with only 0-1 units vacant at any time.
- The project receives Section 8 project based vouchers. There are 7 years left on the Section 8 contract with opportunity to renew. It currently charges 100% of the Fair Market Rent for St. Lawrence County which is \$625 for a studio and \$665 for a 1 bedroom unit. They are proposing to increase the rent to 110% of the Fair Market Rent similar to what was approved for the Phase I project at Cambray Court Apartments. Proposed rents are \$653 for the studio units (fair market is \$700) and \$745 for the 1 bedroom (fair market is \$825).
- The year one projections do show a 5% vacancy. They also include the commercial income that is identified in the audit. That is income from a not for profit that rents space at \$900/month in the community building. The residential income is projected to decrease as there will be 25% fewer units. The project will go from 28 units to 21 units.

AFFORDABLE RENTAL HOUSING PROGRAM

- The project does not pay taxes as it is a 501 C3. Since there is no debt, there is no interest expense either. There was no interest expense as the project has no debt/mortgage.
- Projected expenses are lower as there will be 25% fewer rental units. Expenses are the result of HCR's review, vendor quotes, and discussions with the management agent. In addition, the property will be more energy efficient and will require less maintenance. In addition, the Housing Finance Agency is imposing their own parameters on certain expenses.
 - Maintenance fee will decline due to fewer staff hours going forward.
 - Electricity includes gas; it is an engineer estimate (albeit two years ago).
 - Trash decline - fewer units.
 - Maintenance/repairs- decline due to all new everything.
 - Extermination is included in cleaning/supplies.
 - Insurance- fewer units.
- The Debt Service Coverage ratio for Year Two is expected to be 1.44 based on \$186,887 in total income and \$109,385 in total operating expenses. The Debt Service Coverage ratio for Year Three is expected to be 1.45 based on \$190,625 in total income and \$112,667 in total operating expenses.
- For cash flow purposes, based upon the projections, there is sufficient cash flow to repay the proposed debt.

Balance Sheet

	2019	2020	2021
Current Assets	\$50,093	\$64,660	\$76,908
Restricted Cash	\$194,121	\$194,558	\$209,575
Fixed Assets	\$176,410	\$176,469	\$187,740
Other Assets	\$0	\$0	\$0
Total Assets	\$420,624	\$435,687	\$474,223
Current Liabilities	\$18,995	\$23,728	\$40,577
Long Term Liabilities	\$0	\$0	\$0
Total Liabilities	\$18,995	\$23,728	\$40,577
Equity	\$401,629	\$411,959	\$433,646
Total Liabilities and Equity	\$420,624	\$435,687	\$474,223

- Restricted cash in 2020 is comprised of security deposits, \$3,005, and an operating escrow, \$191,553. Restricted cash in 2021 is comprised of security deposits of \$3,150 and operating escrow of \$206,425. The operating escrow can be used for operations and capital purposes, but require approval from the NYS Division of Homes and Community Renewal.
- Current liabilities in 2020 are comprised of accounts payable, \$20,723, and tenant security deposits, \$3,005. Current liabilities in 2021 are comprised of accounts payable, \$37,427, and tenant security deposits, \$3,150.
- The property has no long-term debt. The mortgage was paid in full in 2014.

AFFORDABLE RENTAL HOUSING PROGRAM

COLLATERAL ANALYSIS:

As completed appraisal done by Michael L. Varley, MAI dated July 9, 2021. The as of date for the completed value is July 31, 2022.

The as completed value is \$2,020,000. The assessed value per the SLC tax records is \$804,800.

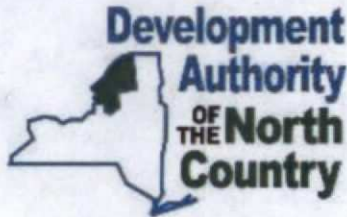
NYS HCR is the primary lender. NYS does not consider loan-to-value when structuring funding for affordable housing. In this case they are willing to lend \$3.1 million with interest-only payments over 30 years in order to see this project completed. As such, the Authority has requested a co-proportional first mortgage position with NYS HCR on the real estate.

CONDITIONS:

- NYS HCR Community Investment Funding of at least \$3,100,000
- Federal Home Loan Bank funding of \$353,000
- NYS Weatherization funding of \$105,000
- Cambray Housing Corporation equity of \$122,000

STAFF RECOMMENDATION:

Staff recommends a permanent loan of up to \$750,000 for 25 years at 2% with annual principal and interest payments.



Board Resolution No. 2021-12-133
December 16, 2021

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
JAMES ANDREW MILNE, OR
NEW CORPORATION TO BE FORMED
LOAN RATIFICATION**

Whereas, **Resolution No. 2013-08-12** establishes the Regional Tourism Transformational Community Revolving Loan Fund, and

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

Whereas, the Regional Loan Review Committee met December 7, 2021 to review an application from James Andrew Milne, or a new corporation to be formed, requesting \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund in order to acquire the property currently known as Amanda's Village Motel located at 185 River Street, Saranac Lake (Essex County), and

Whereas, the applicant proposes to acquire the 11-room motel in order to make some improvements to it in order to retain affordable lodging in the Saranac Lake/Lake Placid area, and

Whereas, the Regional Loan Review Committee approves a commitment of \$100,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$100,000 from the Regional Tourism Transformational Community Revolving Loan Fund to James Andrew Milne, or new corporation to be formed, at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further

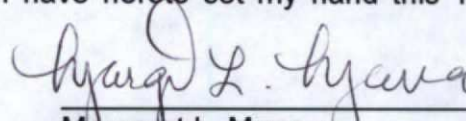
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Motion by: T. Hefferon
Seconded by: E. Virkler

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-133 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson

TERM SHEET

Borrower: James Andrew Milne, or new corporation to be formed

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]

Amount: \$100,000.00

Loan Term: 20 years

Loan Rate: 1%

Loan Payment: Regular monthly principal and interest payments to fully amortize the loan over 240 months

Collateral: Co-proportional second mortgage and assignment of rents and leases on 185 River Street, Saranac Lake, NY 12983 (tax parcel #32.214-2-9.000);

Co-proportional 2nd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of new corporation to be formed

Conditions:

- Cash equity of a minimum of \$62,500 demonstrated at closing by the disbursement statement.
- Community Bank financing of \$312,500
- Other gap funding commitment of \$150,000
- Labor peace does not apply as it is an existing business with less than 15 units
- Acceptable MWBE plan or waiver
- Personal Guaranty of James Andrew Milne
- Satisfactory third party broker opinion or appraisal with a minimum value of at least \$562,500 for a 1:1 LTV
- Tourism Funds to go toward improvements and some acquisition
- Copies of invoices, and cancelled checks or bank statements

TRANSFORMATIONAL TOURISM FUND

Borrower: James Andrew Milne, or new company to be formed

Project Location: 185 River Street, Saranac Lake, NY 12983
Identified as 181 River Street in Essex County tax records (32.214-2-9.000)

Borrower Address: 12 Rue Saint Joseph Way, Saranac Lake, NY 12983

Ownership: James Andrew Milne-100%

Loan Amount: \$100,000.00

Term: 20 years

Rate: 1%

Payments: Monthly principal and interest

Guarantor: James Andrew Milne

Use of Funds: Acquisition and improvements

Collateral: Co-proportional second mortgage position and assignment of rents and leases on 185 River Street, Saranac Lake, NY 12983; co-proportional second lien on all assets of business

Jobs: Existing: 0
Years 1-3: 1 FTE (PT General Manager & housekeeper)

Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>	
Tourism Loan Fund	\$100,000.00	Acquisition	\$540,000.00
Community Bank #1	\$312,500.00	Existing Equipment	\$ 10,000.00
Cash Equity	\$ 62,500.00	New Equip/Improvements	\$ 58,500.00
Funding Gap*	\$150,000.00	Working Capital	\$ 16,500.00
Total	\$625,000.00	Total	\$625,000.00

Community Bank – Mortgage to purchase R/E; 10 year maturity amortized for 20 years; 5 yr T-Bill plus 3.00 adjusted at every 5th anniversary, fixed for first five years at 4.25%. There is a prepayment penalty if loan refinanced in first 5 years. No penalty for applying extra payments toward principal.

Equity-Cash contributed by applicant

James Andrew Milne, or new corp to be formed

Page 2

November 24, 2021

***Funding Gap-Regional Committee recommended less than ask. Other public lenders like NCA, Essex County IDA, Lake Champlain Lake George RPB, and AEDC will be contacted to fill gap.**

Description of Project

Andrew Milne, under a new corporation to be formed, (Applicant) is seeking funding to acquire the property currently known as Amanda's Village Motel in Saranac Lake. While this is an acquisition project with no substantial rehab planned at this time, the property is located in Saranac Lake which will benefit by this property being purchased and retained as affordable lodging in the area. The Applicant will make some energy efficiency improvements to the property as well as a contactless entry system for customers.



The property has eleven guest rooms and a 3-bedroom house. The current owner has been operating the motel for over 20 years and is ready to retire. He does not allow walk-in or online reservations. Due to COVID he has been very hesitant to take reservations.



The house is currently owner occupied. The Applicant has this showing as a short-term rental on his financial projections, however he is also looking at this for workforce housing as there is a shortage in the area. The Tourism Funds would go toward the acquisition and improvements to the 11 rooms as part of the motel.



The business is located on the shores of Lake Flower. It is within walking distance to shopping and downtown, boating, water activities, the new rail trail, and hiking at Baker Mountain. It is located across from the Lake Flower/Park and boat landing.

The improvements include the following:

- Cold climate, high efficiency heat pump HVAC
- Moving washer and dryer to laundry room
- UV protective coating on roof
- Solar panel system
- Battery backup storage

James Andrew Milne, or new corp to be formed

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- Car charging station
- Sewer pipe and insulation in attic
- Repair steps
- Structural Adirondack log posts on front of building
- New showers/inserts
- Small contingency of \$3000

While the rooms appear dated, they are in good condition. It is Mr. Milne's intent to replace the duvet covers, paint over the bathroom tiles, purchase new TVs, artwork and shower heads over time through cash flow from operations.

The property, under the new management, will transform the property to be contactless and automated. It will have its own app similar to Airbnb with door locks that allow access codes. This will allow the property to compete with other properties that are in the short-term market, which has taken market share from small motels. This will not be an Airbnb property, as confirmed by the Applicant. However he did say it needs to have amenities to compete with Airbnb.

Products and Services

The ideal customer is someone that is looking to experience "the real Adirondacks." The new target customers are urban dwellers looking to reconnect with nature and explore recreation closer to home in a safe environment. Major feeder markets include New York City, Syracuse, Albany, and Buffalo. The website and booking engine will be in French in addition to English, as French Canadian (pre-pandemic) made up around 20-25% of the visitors according to the Regional Office of Sustainable Tourism (ROOST). The target guest will stay 1-3 nights.

The new luxury hotel built last year resulted in 3 motels being torn down. This left a gap in the market for lower priced units than the luxury hotel prices.

Market

The motel is located 8 miles from Lake Placid. Over the next 5 years, the Lake Placid/Saranac Lake areas will be hosting several large winter sporting attractions including the 2023 World University Games. The region hosts a 3,000 athlete Ironman, a 3-week horse show and competition, the Empire State Winter Games, the Saranac Winter Carnival, and countless ice hockey tournaments throughout the year. It is also in close proximity to the Adirondack Rail Trail.

Although the area is seasonal for hospitality, the average daily rate is a large boost to the viability and profitability of the hotel asset. ADR in the busy summer months reaches about \$300 even for limited service assets.

The applicant used The Sara Placid Inn and Suites as a comparison model. The property is an 18-room motel a few blocks from Amanda's Village. Contactless check-in and the revenue management commenced in July at the site. Mr. Milne notes that the double queen room, for example, was at a 71.3% occupancy with an ADR of \$144.68. The single king bed rooms were at 79.89% occupancy with an ADR of \$140.43. Overall for the months of June-August 2021, this property had revenue of \$173,221 with a 72% occupancy.

James Andrew Milne, or new corp to be formed

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Pricing

Amanda's Village will team up with a revenue management company that has received a grant to build a revenue management system that uses artificial intelligence. While the company has already launched the product the platform is a custom-built revenue management system for the hotel and costs less than \$100 per month. Amanda's Village will use dynamic pricing meaning that pricing may change every 30 seconds based on new information continually being fed into the system. These prices are then fed to the channel manager that distributes the prices to 100s of travel websites such as Expedia.com, Booking.com and Kayak.

Amanda's Village will start off as being the most economic hotel in the area. However, the market position will eventually move to an upscale limited service hotel. Meaning that the hotel will not offer a full-service restaurant and all the amenities such as boat rental (that are available across the street), but will have an upscale guest room experience. The thought process is that the location provides the amenities in close enough proximity that the hotel itself doesn't need to offer them. This will streamline operations, provide better margins, while still providing some economy to the guests compared to other full-service hotels such as the Saranac Waterfront Lodge and Hotel Saranac.

Competition

The applicants provided the following regarding competition. All are located in Saranac Lake.

1. Sara Placid Inn and Suites, have more consistent room types. Opened in 2005 and has 18 rooms with approximately 60% occupancy. It does not have a pool, spa, exercise, or boat docks.
2. Best Western, less expensive due to franchise fees. Opened in 1992 and has 69 rooms with approximately 70% occupancy. It has a pool and exercise area, but no spa or docks.
3. Gauthiers-proximity to downtown Saranac Lake, winter carnival and farmers market. Opened in 2008 and has approximately 65% occupancy. It has a pool and boat docks but no spa or exercise area.

For comparison, Amanda's Village was opened in 1973 and has 11 rooms. It has a pool, spa and exercise area but no boat docks. It is located right on the water.

In addition to these offerings there is also the luxury Hotel Saranac Curio Collection and the Saranac Waterfront Lodge.

Management

Mr. Milne has over 15 years in the hotel industry. He worked at Skyward Hospitality as the COO and President of Saranac Lake Resort. He also worked at Thayer Lodging Group, Brookfield Hotel Properties where he served as a Director of Online Marketing and Asset Management for a portfolio of over 20 hotels. Mr. Milne specializes in market repositioning and revenue optimization for hotels.

Mr. Milne is a Certified Front Desk Trainer, Housekeeping Trainer, and Revenue Manager for Starwood Hotels. Mr. Milne received a B.S. in Hotel Administration from Cornell University, an MBA from the University of Edinburgh, and is a Certified Public Accountant (CPA).

A general manager, Les Parish, hailing from the Lake Placid Lodge has already been identified. The tech stack will allow for full automation of the hotel. He will be a salaried position at around \$48,000 annually. It is Mr. Milne's hope that the motel will be complexed with Sara Placid Inn and Suites. Any questions and emails will be routed to the GM's phone.

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The GM will be responsible for the one housekeeping employee on property and managing maintenance. Ownership plans to outsource a handyman for property maintenance. Mr. Milne has an agreement with a property maintenance/handy man to assist with the ongoing maintenance of the property.

Financial Review

	2019	2020	Year One	Year Two	Year Three
Sales	84,390	54,059	255,000	267,750	281,138
Gross Profit	80,641	53,406	255,000	267,750	281,138
Expenses	79,884	50,195	161,422	164,480	167,964
Other Income/(Exp)	0	0	0	0	0
EBITDA	757	(14,120)	102,970	103,270	113,174
Add Back:					
Depreciation	17,589	20,346	17,742	17,742	17,742
Interest	8,092	5,512	15,533	14,980	14,407
Cash for Debt Service	31,486	11,738	136,245	135,992	145,323
Tourism Fund	13,797	13,797	13,797	13,797	13,797
Community Bank	23,221	23,221	23,221	23,221	23,221
Total Debt	37,018	37,018	37,018	37,018	37,018
Debt Service Coverage	.85	.32	3.68	3.67	3.93

Sales Inc (Dec.)	---	(36%)	372%	5%	5%
Gross Profit	.96	.99	---	---	---
Expenses	.95	.93	.63	.61	.60
Profit Ratio	.01	(.26)	.40	.39	.40

Tourism Fund-\$1,149.75/month

Community Bank-\$1935.08/month

- 2019 and 2020 information from the Schedule C for Joseph Stanish owner of Amanda's Village Motel, LLC. No interim information was provided by the seller.
- Sales decreased considerably between 2019 and 2020. During COVID, the current owner did little to fill rooms. As mentioned already, sales were by phone only. Rates varied from \$90-\$270 regardless of the season. Primary expenses were for depreciation, licenses and taxes, mortgage and car and truck expenses. Other expenses included telephone, fees/dues, cable and bank charges.
- Smith Travel Search report shows occupancy of hotels in the Saranac Lake market to be around 60-65% annually. This hotel is a conservative 51%. Mr. Milne also does the revenue management for Sara Placid Motel. The ADR is over \$150. For Amanda's Village at 51% occupancy for 11 rooms for 365 days per year, and an ADR of \$110, he anticipates total yearly

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room revenue of around \$225,000. Other revenue will include the short term rental of the 3-bedroom house which will bring in another \$30,000. Mr. Milne expects revenues to increase by 5% annually in years 2 and 3. Based on numbers for other hotels in the Saranac Lake market, the seasonal trend is as follows:

Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept
8.9%	5.3%	7.9%	6.1%	8.8%	5.8%	4.2%	5.2%	8.0%	14.2%	15.5%	9.6%

- Major expenses include payroll and payroll expenses for a part-time manager and housekeeper of \$63,250. Other major projected expenses are for depreciation, \$17,742, interest expense, \$15,533, utilities, \$13,159, and real estate taxes, \$10,589. Miscellaneous expense for first two years includes a capitalized lease for the contactless and automated entries. The main costs are for the door locks but it is mainly software as well. Miscellaneous also includes the Channel Manager and Property Management Systems.
- In speaking with the Applicant, he feels that he can easily increase revenues based upon how the seller was operating the business.

Cashflow

- Based upon the projections, there will be sufficient cash flow to repay debt. Mr. Milne plans to draw \$12,000 annually after principal and interest payments and taxes.

	At Closing
Assets	
Current	16,500
Fixed	558,500
Other	50,000
Total Assets	625,000
Liabilities	
Current	21,485
Long Term	541,015
Total Liabilities	562,500
Equity	62,500
Total Liabilities & Equity	625,000

Working Capital	(\$4,985)
Current Assets	.78
Debt to Equity	9.0

- Cash at closing is to cover closing costs. While there appears to be negative working capital at closing, the business will bring in immediate cash and the applicant has sufficient personal assets to contribute to working capital.
- Other assets include goodwill.
- Current portion of long-term debt includes the current portion on the new loans.

Personal Credit:

Andrew Milne list assets of \$1,459,107 and liabilities of \$540,000. His primary assets are cash on hand of \$101,945, IRA and other retirement of \$274,310, real estate of \$815,000, and other assets of

James Andrew Milne, or new corp to be formed

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\$236,000. Other assets include his ownership in other ventures. He has around a 5% interest in Skyward Hospitality Company and LCP LLC. Skyward Hospitality Company is a management company for Saranac Lake Resort. The estimated value of this ownership is \$0. LCP, LLC owns a part of Saranac Lake Resort. He believes the estimated value of the equity in this is \$236,000. He lists \$540,000 in mortgages.

Mr. Milne has a TransUnion Credit Score of 830 with one derogatory comment and no issues on public record. The derogatory comment was for a Bank of American card that was closed on 11/9/21. There was a 30 day late on 9/21 and a 60 days late on 10/21. He closed the account but there was still a minimal balance of around \$5 on it that caused him to show late payments. This has been addressed. He shows liabilities of \$545,828 of which most is for mortgages of \$544,903.

He lists \$50,000 in salary on his personal financial statement as well as \$36,900 in real estate income. Mr. Milne and his wife list wages totaling \$115,634 on their 2020 tax return. They also show other income of (\$66,371). While they have two rental properties, the primary loss is nonpassive due to partnerships. Mr. Milne explained that he has a small equity in the LLC that invested in the Saranac Waterfront Lodg as well as Skyward Hospitality Company LLC, a hotel management company. He did state that the LLC should be dissolving in the upcoming years as another management company has been found.

Collateral: Co-proportional second mortgage on real estate located at 185 River Street, Saranac Lake, NY 12983, and a co-proportional second lien on all assets of the business.

	<u>Cost</u>	<u>Discount</u>
Real Property (70%)	\$540,000	\$270,000
Existing Equipment (50%)	\$ 10,000	\$ 5,000
New Equipment/Improvements (50%)	<u>\$ 58,500</u>	<u>\$ 29,250</u>
Collateral Available	\$608,500	\$304,250
Community Bank Loan	\$312,500	\$312,500
Total Senior Debt	<u>\$312,500</u>	<u>\$312,500</u>
Collateral Available-DANC/public lenders	\$296,000	(\$8,250)
Tourism Fund/Other public lender	\$250,000	\$250,000
Loan to Value	84%	303%

Per the Essex County tax records, the market value is \$478,000.

DANC/public lenders will require an appraisal with a minimum LTV of \$562,500 to have at least a 1:1 LTV.

Contingencies:

- Cash equity of up to \$62,500 demonstrated at closing by the disbursement statement.
- MWBE does not pertain as the funds are used for acquisition only
- Community Bank financing of \$312,500
- As completed appraisal with minimum value of at least \$562,500 to have at least a 1:1 LTV
- Labor Peace does not apply as it is existing lodging with fewer than 15 units
- Personal guaranty of James Andrew Milne

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- Copies of invoices, and cancelled checks or bank statements



**Board Resolution No. 2021-12-134
December 16, 2021**

**NORTHERN BORDER REGIONAL COMMISSION
BROADBAND PLANNING GRANT**

Whereas, the Development Authority of the North County, as the Local Development District for the Northern Border Regional Commission for St. Lawrence, Jefferson, Lewis and Franklin Counties, is being awarded \$176,000, or \$44,000 for each county, from the Northern Border Regional Commission for planning efforts associated with broadband implementation, and

Whereas, the funds can be used for (1) an inventory of assets, (2) an interactive broadband availability and adoption survey, and (3) project plans for broadband deployment, and

Whereas, Regional Development and Telecom staff are currently participating on broadband committees to further broadband initiatives in our three county service area, and

Whereas, staff is discussing with the each county how best to utilize these funds to advance rural broadband initiatives in the counties, and

Whereas, staff time in developing projects for the counties is covered by this grant, and

Whereas, all Local Development Districts in the New York State Northern Border Regional Commission area will receive these planning funds.

Now, therefore be it

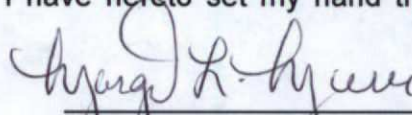
RESOLVED, Development Authority of the North Country does hereby accept the grant of \$176,000 from the Northern Border Regional Commission for planning associated with broadband projects in St. Lawrence, Jefferson, Lewis and Franklin Counties, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary.

Motion by: F. Carter
Seconded by: D Mastascusa

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-134 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson



**Board Resolution No. 2021-12-135
December 16, 2021**

**FY 2022 ARMY WATER LINE OPERATING BUDGET
WATER PURCHASE COSTS
AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Regional Water Line for FY 2022 pursuant to **Resolution No. 2021-02-44**, and

Whereas, the budget authorized expenditures of \$664,255 for the purchase of approximately 345,675 kgallons of water, and

Whereas, it is estimated that the additional water needs of Army Water Line customers will increase the budget for Water Purchases to 380,243 kgallons of water at a total cost of \$730,681. The additional cost of water will be offset by Increased Revenue of \$66,426.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Army Water Line to increase the budget for Water Purchases from \$664,255 to \$730,681 and increase Customer Billings from \$2,015,330 to \$2,081,756.

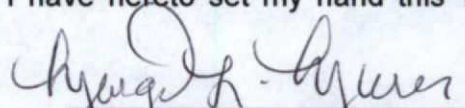
Motion by: F. Carter

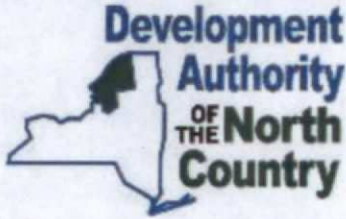
Seconded by: A. Calligaris

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-135 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson



**Board Resolution No. 2021-12-136
December 16, 2021**

**FY 2022 REGIONAL WATER LINE OPERATING BUDGET
WATER PURCHASE COSTS
AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Regional Water Line for FY 2022 pursuant to **Resolution No. 2021-02-44**, and

Whereas, the budget authorized expenditures of \$85,065 for the purchase of approximately 53,500 kgallons of water, and

Whereas, it is estimated that the additional water needs of Regional Water Line customers will increase the budget for Water Purchases to 70,000 kgallons of water at a total cost of \$112,950. The additional cost of water will be offset by Increased Revenue of \$27,885.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Regional Water Line to increase the budget for Water Purchases from \$85,065 to \$112,950 and increase Customer Billings from \$85,065 to \$112,950.

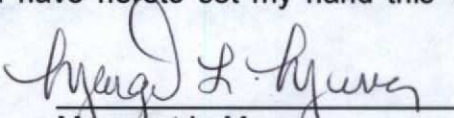
Motion by: M. Murray

Seconded by: A. Calligaris

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-136 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson



**Board Resolution No. 2021-12-137
December 16, 2021**

**FY 2022 WATER QUALITY CONTRACTS BUDGET
AMENDMENT
ADDITIONAL WATER QUALITY OPERATOR**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Water Quality division for FY 2022 pursuant to **Resolution No. 2021-02-44**, 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, three additional municipal operation and maintenance contracts were executed in fiscal year 2022 totaling \$91,785 annually which were not included in the original budget; as they were not anticipated at the time the budget was prepared, and

Whereas, adequate staffing levels of licensed water and wastewater operators is essential for the Authority to continue to deliver critical public services to Fort Drum and its other customers, and

Whereas, the additional contracts to provide services have resulted in the need to add an additional Water Quality Operator to support said agreements. The fully burdened cost of such position is \$76,871 annually, and

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

Now, be it therefore

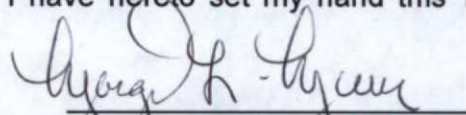
RESOLVED, that the Development Authority of the North Country hereby amends the FY 2022 Water Quality Contracts Budget as reflected in the attached Appendix A which reflects an increase revenue for additional contracts authorized and additional expenses to add a Water Quality Operator to support such contracts.

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

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

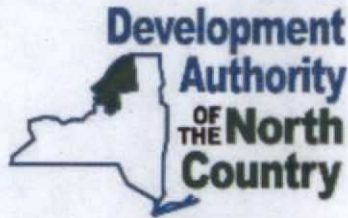
I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-137 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson

APPENDIX A
WATER QUALITY CONTRACTS
CHANGE IN NET POSITION

GL	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	PROPOSED CHANGE 50% of YR	PROPOSED BUDGET
	Customer Billings			
4001	Customer Billings	896,185.00	45,892.50	942,077.50
	Total Customer Billings	896,185.00	45,892.50	942,077.50
	Total Income	896,185.00	45,892.50	942,077.50
	Salaries			
5001	Engineering Wages	18,377.00	0.00	18,377.00
5001	WQ Wages	319,463.00	23,404.50	342,867.50
5002	Overtime Wages	86,662.00	0.00	86,662.00
5005	On-Call Stipend	8,400.00	0.00	8,400.00
	Total Salaries	432,902.00	23,404.50	456,306.50
	Fringe Benefits			
5031	FICA Expense	28,265.00	1,790.44	30,055.44
5032	Pension Expense	64,231.00	2,504.28	66,735.28
5033	Health Insurance	62,833.00	5,934.50	68,767.50
5034	Workers Comp	27,084.00	1,947.25	29,031.25
5035	Disability Insurance	1,277.00	95.00	1,372.00
5042	Post Retire Overhead	37,110.00	2,760.00	39,870.00
	Total Fringe Benefits	220,800.00	15,031.48	235,831.48
	Operations & Maintenance			
5704	O&M Supplies	500.00	0.00	500.00
5770	Other Tool, Equip & O&M	500.00	0.00	500.00
8090	Purchases for Resale	50,000.00	0.00	50,000.00
	Total O & M	51,000.00	0.00	51,000.00
	Office & Administrative			
5202	Employee Mileage Reimbursement	500.00	0.00	500.00
5270	Travel & Meeting Expense	300.00	0.00	300.00
	Total Office & Admin	800.00	0.00	800.00
6114	Insurance	18,300.00	0.00	18,300.00
6190	Admin Allocation	36,745.00	0.00	36,745.00
6191	Engineering Allocation	10,551.00	0.00	10,551.00
6208	NYS Administrative Assessment	4,982.00	0.00	4,982.00
8901	Water Quality Allocation	113,636.00	0.00	113,636.00
	Total Expenses	889,716.00	38,435.98	928,151.98
	Change in Net Position	6,469.00	7,456.52	13,925.52



Board Resolution No. 2021-12-138
December 16, 2021

**RECYCLING TRANSFER STATION
TRANSFER OF ASSETS
ST. LAWRENCE COUNTY**

Whereas, Development Authority of the North Country has been incentivizing recycling initiatives in the tri-county region for over ten years, paying nearly \$2.2M to Jefferson, Lewis and St. Lawrence Counties to date, and

Whereas, recycling is required by New York State and in accordance with the Authority's 6 NYCRR Part 360 operating permit, as recycling keeps over 15,500 tons of material out of the Authority's landfill annually, thereby extending the landfill's operating life, and

Whereas, pursuant to **Resolutions Nos. 2019-03-26 and 2019-02-05**, the Board of Directors of the Development Authority of the North Country authorized the purchase of property and establishment of a Recycling Transfer Station (RTS) to help reduce the costs of processing and transporting recyclables for Authority partners. Following a review of prospective sites, the Authority identified property in the Town of Diana to be "used for aggregating recyclables to reduce transportation costs, as a potential site of construction and demolition materials processing, staging area for telecommunications projects and a potential location for a material recovery facility". The purchase was authorized in accordance with Resolution 2019-05-047. The Authority paid the Lewis County Industrial Development Agency \$390,000 for the property, and

Whereas, in April 2020 the RTS began receiving recyclables from St. Lawrence County, compacting them and transporting them to WM Recycle America in Liverpool, NY. The current annual estimated net cost of operating the RTS to the Authority is \$350,000 per year, and

Whereas, due to inconsistencies in recyclable collection, processing and disposal within the Authority's three country service area, the RTS has not proved to be a feasible option for processing recyclables for Lewis or Jefferson counties, and

Whereas, upon further evaluation and collaboration with St. Lawrence county a more economical operating model for processing recyclables has been identified which would reduce the overall costs for recyclable processing and disposal, and

Whereas, the recommended alternative for processing St. Lawrence county's recyclables is for the county to construct an additional structure at its existing Ogdensburg Transfer Station, that will accommodate a recyclables compactor, and the county will compact its own recyclables at this facility and haul direct to a MRF, and

Whereas, consistent with the Authority's goal to incentivize waste diversion and given that the Authority will no longer need certain equipment used at the RTS, the following assets are recommended to be transferred to St. Lawrence County at no cost: 1) 1 – 2019 SP Industries, Inc. Model Cp-7002-D Compactor; 2) 1 – Spector Mfg. 2020, 48 ft. Packer Trailer; 3) 1 – Spector Mfg. 1995, 38 ft. Packer Trailer; and 4) 1 – Emery Winslow Model H54-10070-HSD Truck Scale. The estimated value of these assets is \$195,000, and

Whereas, the Authority will cease operation of the RTS on or before December 31, 2022 when St. Lawrence County has constructed the improvements at its Ogdensburg Transfer Station, which are necessary to accommodate the transfer equipment, and

Whereas, the Authority will retain the land and buildings located at 8023 Washington Street, Harrisville NY and explore options for the beneficial re-use of the site, in accordance with the Authority's mission.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to enter into an agreement with St. Lawrence County to transfer the above specified assets to St. Lawrence County for the processing of single stream recyclables.

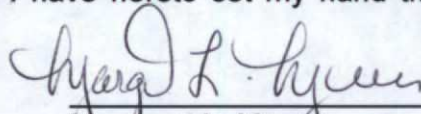
BE IT FURTHER RESOLVED, that the Authority will cease operation of the Recycling Transfer Station on or before December 31, 2022 when St. Lawrence County has constructed the improvements at its Ogdensburg Transfer Station.

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

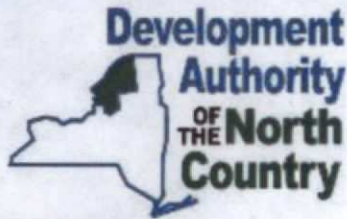
Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-138 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson



**Board Resolution No. 2021-12-139
December 16, 2021**

**FY 2022 TELECOMMUNICATIONS DIVISION OPERATING BUDGET
AMENDMENT
RETENTION OF A TELECOMMUNICATIONS CONSULTANT**

Whereas, the Development Authority of the North Country owns and operates a Telecommunication Network and, through partnership agreements with multiple private service providers, helps make high speed telecommunications services more accessible within Jefferson, Lewis and St. Lawrence counties, and

Whereas, the Telecommunications Network has been operational for seventeen years and still operates under the same fundamental principles outlined in the original business plan, and

Whereas, the COVID-19 pandemic has increased the use of high speed telecommunications, at the October 21, 2021 Strategic Planning Session, the Development Authority Board of Directors and Authority management discussed the Telecommunication Network's strategic plan and the need to evaluate potential strategies to further benefit the residents and businesses of Jefferson, Lewis, and St. Lawrence counties, and

Whereas, the telecommunications industry, technology, and customer demand continues to evolve, potentially requiring an update in the Authority's Telecommunication Networks business model, and

Whereas, the Development Authority Board of Directors would like to ensure that the Telecommunications Network is providing maximum benefit to our county partners,

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

RESOLVED, that the Development Authority of the North Country Board of Directors does hereby authorize the Telecommunications Committee to develop and advertise a Request For Proposal to hire a consultant to evaluate telecommunication industry trends and the operations of the Authority's Telecommunications Network to ensure maximum utilization of such network for the benefit of Jefferson, Lewis, and St. Lawrence counties and to assist with the development of the strategic objectives of the Authority's Telecommunication Network for the next 5 years, and further be it

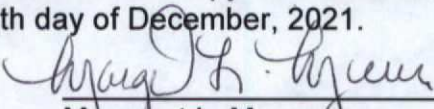
RESOLVED, that the Development Authority of the North Country hereby authorize an increase in Consulting Expense (GL 5970) from \$25,000 to \$100,000.

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

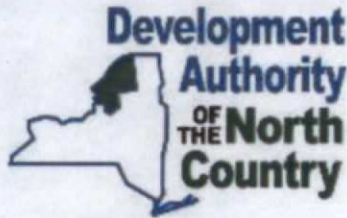
Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-139 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.



Margaret L. Murray
Board Vice Chairperson



Board Resolution No. 2021-12-140
December 16, 2021

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

Whereas, **Resolution No. 2020-10-118** approved a loan for \$300,000 to Tug Hill Vineyards, LLC from the North Country Value Added Agriculture Revolving Loan Fund in order to acquire the vineyard and event facility located in Lowville, NY, and

Whereas, the loan closed on February 24, 2021, and

Whereas, a condition of the Intercreditor Agreement with Farm Credit East requires that it receive written consent from the Authority to increase its lending to Tug Hill Vineyards, LLC, and

Whereas, Farm Credit East has submitted a written request to the Authority to lend an additional \$70,000 from its line of credit for a total of \$170,000 secured with machinery, and

Whereas, staff completed a collateral analysis whereby there is a favorable loan-to-value after considering the increased lending by Farm Credit East, and

Whereas, the additional funds will be used to replace windows in the facility, and

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

Now, therefore be it

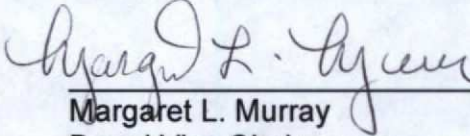
RESOLVED, Development Authority of the North Country does hereby approve the additional lending by Farm Credit East on its line of credit to Tug Hill Vineyards, LLC by \$70,000 to \$170,000, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary.

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

Calligaris - Yes	Hefferon - Yes	Hunt - Present	Mastascusa - Yes
Carter - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Doheny - Yes	Hollenbeck - Present	McGrath - Absent	Virkler - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-12-140 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 16th day of December, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 16th day of December, 2021.


Margaret L. Murray
Board Vice Chairperson

COLLATERAL ANALYSIS

	Market	
Commercial Property	\$1,000,000	(appraised value)
M&E Assets	\$286,500	(cost)
10663 St. Rte. 126, Castorland	\$240,000	(appraised value)
10646 St. Rte. 126, Castorland	\$125,000	(appraised value)
Total Collateral Available	\$1,651,000	
Farm Credit East	(\$1,210,000)	(\$1,040,000+\$170,000)
Collateral Available to DANC	\$441,000	
N.C. Value Added Ag Fund	(\$300,000)	
Loan to Value	68%	