



**Board Resolution No. 2021-05-71**  
**May 20, 2021**

**RECOGNIZING JOHN B. JOHNSON, JR.**  
**BOARD OF DIRECTORS**  
**1985 - 2021**

Whereas, upon the 1984 announcement of the reactivation of the 10<sup>th</sup> Mountain Division (Light Infantry) at Fort Drum, John B. Johnson, Jr. became an immediate advocate for the creation of a locally controlled regional entity to develop, own, and operate critical infrastructure to support the expansion of Fort Drum, and

Whereas, the New York State Legislature created the Development Authority of the North Country on July 30, 1985, and Mr. Johnson was appointed by then-Governor Mario Cuomo as a founding non-voting member of the initial Board of Directors of the Authority, and attended his first Board meeting on October 31, 1985, and

Whereas, Mr. Johnson was reappointed as a non-voting member of the Board of Directors by then-Governor George Pataki in 2006, and was appointed a voting member of the Board of Directors by the Watertown City Council in 2009, and is the longest-serving member of the Board of Directors, and


Whereas, during his service as a member of the Board of Directors, Mr. Johnson has overseen the development of water and wastewater facilities serving Fort Drum; the creation and expansion of the Regional Solid Waste Management Facility in Rodman; the development of the Western Jefferson County Regional Water Line; the creation of several loan funds to encourage economic development in the region; the creation and redevelopment of 4,000 units of housing through loan funds managed by the Authority; the development of the open access telecommunications network; the opening of three public recreational trails on Authority land; the launch of multiple recycling initiatives; the provision of technical services to our municipal partners and many more critical projects that benefit the North Country, and

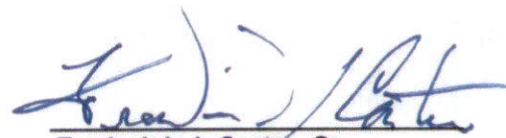
Whereas, as Chair of the Audit Committee, Mr. Johnson was dedicated to transparency in operations and fiscal responsibility, ensuring that the Authority would be financially self-sufficient and operate independent of the New York State budget, and

Whereas, after 36 years of service on the Board of Directors of the Development Authority of the North Country, Mr. Johnson has elected to step down at the end of his current term.

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country does hereby formally convey its most sincere gratitude to John B. Johnson, Jr. for 36 years of dedicated service in advancing the interests of the North Country.

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

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



**Board Resolution No. 2021-05-72  
May 20, 2021**

**GIS HOSTING AGREEMENT  
VILLAGE OF LACONA**

Whereas, The Development Authority of the North Country has an existing GIS Hosting Agreement with the Village of Lacona in Oswego County that will expire on May 31, 2021, and

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

Whereas, the Authority’s Board passed **Resolution No. 2021-03-64** establishing a fee basis for GIS services and authorizing the Executive Director to negotiate terms and execute such agreements with existing and potential GIS hosting customers.

Now, therefore be it

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

Table 1 – GIS Hosting Contracts

Name	Start Date	End Date	Total Contract Fee
Village of Lacona	6/1/2021	5/31/2026	\$4,350

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-72 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

Frederick J. Carter  
Board Chairman

**GIS WEB-BASED HOSTING AGREEMENT**

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

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

**VILLAGE OF LACONA**, a municipal corporation of the State of New York having an office building and principal place of business located at 11 Park Ave., Lacona, NY 13083, herein after referred to as "Village",

And

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

**Recitals**

1. In October of 2015, the Village partnered with the Villages of: Adams, Ellisburg, Mannsville, and Sandy Creek; and the Towns of: Adams, Ellisburg, Rodman, Sandy Creek, and Richland; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Village of Lacona and the Village of Sandy Creek continued their GIS hosting and maintenance services with a joint portal after the grant-subsidized hosting period. The Village of Lacona is be the lead agency. The Village's original GIS Hosting Agreement period was July 1, 2016 through May 31, 2021.
2. The purpose of this agreement is to provide provisions for the Village to continue GIS hosting and maintenance services for an additional 5 years.
3. The Village Board, at its duly convened meeting held on \_\_\_\_\_, 20\_\_\_\_, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

## Agreement

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

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

### ARTICLE I - Definitions

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

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

### ARTICLE II - Scope of Services

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

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

will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

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

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

**ARTICLE III – TERMS**

Section 301. Term. The term of this Agreement shall be five (5) years beginning on June 1, 2021 and ending May 31, 2026, provided that the Village and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

**ARTICLE IV – Compensation**

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

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Annual Fee
1	6/1/21 – 5/31/22	\$850
2	6/1/22 – 5/31/23	\$850
3	6/1/23 – 5/31/24	\$850
4	6/1/24 – 5/31/25	\$900
5	6/1/25 – 5/31/26	\$900
Total Contract Amount		\$4,350

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

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2022

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
GIS Supervisor	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA

## **ARTICLE V - Termination**

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

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

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

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

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

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

## **ARTICLE VII – Miscellaneous**

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

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

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

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

Carl E. Farone, Jr.  
Executive Director

**VILLAGE OF LACONA**

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

Lynden Glazier  
Mayor

ACKNOWLEDGEMENTS

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

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

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

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



**Board Resolution No. 2021-05-73  
May 20, 2021**

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

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

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

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

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

Now, therefore be it

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

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

**RESOLVED**, that the existing directors of the HDFC effective May 20, 2021 shall continue in office until the next Annual Meeting.

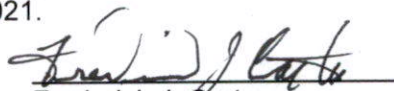
Motion by: D. Mastascusa

Seconded by: M. Murray

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-73 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

# **Creek Wood Housing Development Fund Company**

## **Annual Report**

**May 20, 2021**

As of April 28, 2021 there were 92 of 96 units occupied (4% vacancy rate). The project converted to permanent financing on February 14, 2014. The Authority lent \$3.4 million to the project. The tax returns for the HDFC were submitted in 2020.



**Board Resolution No. 2021-05-74  
May 20, 2021**

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

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

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

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

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

Now, therefore be it

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

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

**RESOLVED**, that the existing directors of the HDFC effective May 20, 2021 shall continue in office until the next Annual Meeting.

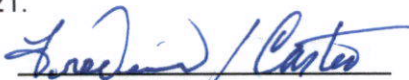
Motion by: D. Mastascusa

Seconded by: A. Calligaris

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-74 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

# **Creek Wood II Housing Development Fund Company**

## **Annual Report**

**May 20, 2021**

As of April 28, 2021, the project had 102 of 104 units occupied (2% vacancy). The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2020.



**Board Resolution No. 2021-05-75**  
**May 20, 2021**

**AFFORDABLE RENTAL HOUSING PROGRAM  
CAMBRAY HOUSING CORPORATION  
LOAN**

Whereas, Cambray Housing Corporation is requesting a line of credit of up to \$150,000 to assist with predevelopment costs associated with the substantial rehabilitation of 21 units of affordable rental housing in the village of Gouverneur, 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 has predevelopment costs associated with architecture and engineering that needs to be completed prior to the Community Bank construction loan financing closing, and

Whereas, the Affordable Rental Housing Program is able to fund predevelopment costs, and

Whereas, the Authority loan will be repaid by proceeds from the Community Bank loan.

Now, therefore be it

**RESOLVED, Development Authority of the North Country does hereby approve a line of credit loan up to \$150,000 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**

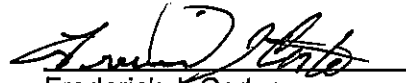
**RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.**

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-75 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.



Frederick J. Carter  
Board Chairman

## TERM SHEET

**BORROWER:** Cambray Housing Corporation

**AMOUNT:** not to exceed \$150,000 line of credit

**FUND:** Affordable Rental Housing Program

**PURPOSE:** Predevelopment costs associated with substantial rehabilitation

**RATE:** 1%

**TERM:** 12 months

**COLLATERAL:** Assignment of proceeds from Community Bank construction loan

**AFFORDABLE RENTAL HOUSING PROGRAM**

**BORROWER:** Cambray Housing Corporation

**LOCATION:** 68 West Main Street, Gouverneur, NY 13676

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

**AMOUNT:** line of credit up to \$150,000.00

**TERM:** 12 Months

**RATE:** 1%

**PAYMENTS:** Monthly interest payments

**COLLATERAL:** Assignment of bank proceeds

**USE OF FUNDS:** Line of credit to bridge predevelopment costs associated with substantial rehabilitation of project until closing on construction financing.

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
Development Authority	\$150,000.00	Predevelopment	\$150,000.00
Total Sources	<u>\$150,000.00</u>	Total Uses	<u>\$150,000.00</u>

Primary predevelopment costs are architecture/engineering and legal costs.  
*Note: While no equity is shown above, the applicant is proposing to use \$122,000 of project reserves for the construction project.*

**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

## AFFORDABLE RENTAL HOUSING PROGRAM

buildings that are above the flood plain. The phase 2 property will remain Mitchell-Lama Housing. The funding being requested would be used to fund predevelopment engineering costs as they await the closing of the bank/state financing. We would be repaid from those proceeds.

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 55+, 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.

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.

## AFFORDABLE RENTAL HOUSING PROGRAM

- 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.

### Permanent Financing:

The permanent financing to take out our line of credit will come from Community Bank. Community Bank has issued a \$3,100,000 construction loan commitment. It will not close until the state approves \$3,100,000 in funding through the Rural and Urban Community Investment Fund which the bank feels would occur in August. The Authority may be asked to provide permanent financing at a later date to fill any potential gaps.

The total project cost associated with the rehabilitation of the buildings is \$3,643,000, or \$173,476 per unit. The primary funding will come from New York State Rural and Urban Community Investment Program, Federal Home Loan Bank, and project reserves of approximately \$122,000.

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

### FINANCIALS:

	<u>12/31/2019</u>	<u>12/31/2020</u>	Projected <u>Year One</u>
Rental Income	\$189,129	\$197,659	\$170,989
Commercial Income	\$5,400	\$9,565	\$0
Interest Income	\$628	\$629	\$0
Laundry & Other Income	<u>\$987</u>	<u>\$13</u>	<u>\$3,000</u>
Total Operating Revenue	\$196,144	\$207,866	\$173,989
<i>Expenses</i>			
Maintenance	\$46,083	\$45,513	\$15,600
Electricity	\$31,540	\$35,770	\$19,118
Sewer/Water	\$15,062	\$14,179	\$10,600
Trash Removal	\$6,421	\$6,532	\$3,500
Grounds Maintenance	\$5,238	\$8,328	\$7,378
Maintenance & Repairs	\$7,348	\$10,764	\$2,000
Janitorial Supplies	\$1,251	\$595	\$2,950
Painting and Decorating	\$362	\$749	\$0
Extermination Services	\$1,196	\$0	\$0
Insurance	\$15,534	\$16,081	\$12,304
Advertising	\$1,050	\$776	\$250
Depreciation	\$22,989	\$19,375	\$0

## AFFORDABLE RENTAL HOUSING PROGRAM

Management fees	\$24,657	\$25,518	\$18,154
Audit & Accounting	\$9,900	\$7,500	\$7,800
Legal Fees	\$0	\$160	\$1,800
Telephone	\$2,686	\$2,889	\$3,995
Office Expense	<u>\$2,195</u>	<u>\$2,807</u>	<u>\$1,000</u>
Total Expenses	\$193,512	\$197,536	\$106,449
Change in Net Assets	\$2,632	\$10,330	\$67,540
Cash available for debt	\$2,632	\$10,330	\$67,540
Debt:			
Authority Interest	\$1,500	\$1,500	\$1,500
Total Debt	\$1,500	\$1,500	\$1,500
Debt Service Coverage Ratio:	1.76X	6.89X	45.03X
Reserves:		\$46,283	\$13,800

- 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.
- The year one projections do not 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 not for profit relies on grants to pay this expense. Therefore, for purposes of the proforma, the applicant did not include this income source. The residential income is projected to decrease as there will be 25% fewer units. The project will go from 28 units to 21 units.
- 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. 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.
- For cash flow purposes, simply assumed 1% on entire outstanding balance for DANC line of credit. Most likely it will be less than the \$1500 budgeted. The debt service coverage ratio is more than sufficient. If there are issues with the permanent financing, the debt service ratio is still sufficient to repay the \$150,000 over a longer term. We could also consider a mortgage at that time, if necessary.

**AFFORDABLE RENTAL HOUSING PROGRAM**

**Balance Sheet**

	2019	2020
Current Assets	\$50,093	\$64,660
Restricted Cash	\$194,121	\$194,558
Fixed Assets	\$176,410	\$176,469
Other Assets	\$0	\$0
<b>Total Assets</b>	<b>\$420,624</b>	<b>\$435,687</b>
Current Liabilities	\$18,995	\$23,728
Long Term Liabilities	\$0	\$0
<b>Total Liabilities</b>	<b>\$18,995</b>	<b>\$23,728</b>
Equity	\$401,629	\$411,959
<b>Total Liabilities and Equity</b>	<b>\$420,624</b>	<b>\$435,687</b>

- Restricted cash in 2020 is comprised of security deposits, \$3,005, and an operating escrow, \$191,553. 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.
- The property has no long-term debt. The mortgage was paid in full in 2014.

**COLLATERAL ANALYSIS:**

Due to the size of the request and the use of funds for a line-of-credit, staff recommends that in lieu of a mortgage that we take an assignment of proceeds upon the bank construction loan closing. Timing is such that a mortgage will take time to complete paperwork including title insurance and the predevelopment work needs to be completed within the next few months. If conditions change and the project does not proceed, then we could consider a mortgage and term out the loan. The debt service coverage ratio is more than sufficient to support repayment of a loan over a longer term. The project also has an Operating Escrow with \$191,553 in it.

**CREDIT:**

Cambray Housing Corporation has a good Logic Score of 89. It's days beyond terms are reported to be 5 or less. The accounts are being paid as agreed. Currently, and quarterly, the accounts have been 100% current. It has no derogatory public records or collection accounts.

**CONDITIONS: N/A**

**STAFF RECOMMENDATION:**

Staff recommends a line of credit of up to \$150,000 for 12 months at 1% with interest payments due monthly on the outstanding balance. The collateral will be an assignment of bank loan proceeds.



**Board Resolution No. 2021-05-76**  
**May 20, 2021**

**COMMUNITY DEVELOPMENT LOAN FUND  
COMMUNITY RENTAL HOUSING PROGRAM  
HEUVELTON HISTORICAL ASSOCIATION  
LOAN MODIFICATION**

Whereas, **Resolution No. 2021-02-51** approved up to \$190,000 in funding to the Heuvelton Historical Association to renovate a dilapidated building located at 81 State Street, Heuvelton, NY, and

Whereas, in the process of obtaining all permits and approvals for the project at 81 State Street, the NYS Department of Transportation unexpectedly asked for a revised easement on the property which will affect the Authority's ability to obtain a mortgage on the property until it is remedied, and

Whereas, it could take several months for the NYS DOT to remedy the issue on 81 State Street, and

Whereas, the Authority has a sufficient loan to value on 83 State Street alone to fund the project, and

Whereas, the contractor has started work on the project, and

Whereas, this resolution would allow the Authority to close on the financing with the mortgage on 83 State Street with the mortgage on 81 State Street pending until the easement is revised by NYS DOT and filed.

Now, therefore be it

**RESOLVED**, Development Authority of the North Country does hereby modify the commitment of a loan in the amount of up to \$190,000 [\$65,000 Community Rental Housing Program/\$125,000 Community Development Loan Fund) to the Heuvelton Historical Association 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

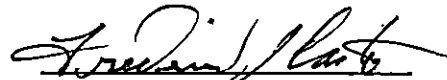
**RESOLVED**, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-76 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.



Frederick J. Carter  
Board Chairman

## TERM SHEET

**Borrower:** Heuvelton Historical Association

**Loan Fund:** \$125,000 Community Development Loan Fund  
\$65,000 Community Rental Housing Program

**Amount:** up to \$190,000

**Loan Term:** 240 months

**Loan Rate:** 3.25%

**Loan Payment:** First 9 months interest only, thereafter regular monthly principal and interest payments to fully amortize the loan over 240 months

**Collateral:** Co-proportional first mortgage with Oswegatchie Development Corporation and assignment of rents and leases on 81 State Street, Heuvelton, NY.

Co-proportional third mortgage with Oswegatchie Development Corporation and assignment of rents and leases on 83 State Street, Heuvelton, NY.

Lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of Heuvelton Historical Association.

**Conditions:** Disbursements based upon submission of invoices  
**Authority will close on loan with mortgage on 83 State Street until NYS DOT easement issue resolved on 81 State Street and then will file mortgage on 81 State Street.**

**Community Development Loan Fund/Community Rental Housing Program**

**BORROWER:** Heuvelton Historical Association

**BUSINESS LOCATION:** 83 State Street, Heuvelton, NY 13654

**PROJECT LOCATION:** 81 State Street, Heuvelton, NY 13654

**OWNERSHIP:** 501 C 3 not for profit

**OFFICERS:**

David Kingsley	President
Ken Cole	Vice President
Barb Lashua	Secretary
Jenessa Fenton	Treasurer

**AMOUNT:** up to \$190,000.00 (\$65,000 from CRHP/\$125,000 from CDLF)

**TERM:** 9 months interest-only then 240 months

**RATE:** 3.25%

**PAYMENTS:** 9 months interest only, then 240 monthly principal and interest payments to fully amortize loan

**COLLATERAL:** First mortgage co-proportional with Oswegatchie Development Corp on 81 State Street, Heuvelton, NY; third mortgage co-proportionate with Oswegatchie Development Corp on 83 State Street; assignment of rents and leases

**GUARANTORS:** None

**USE OF FUNDS:**

**SOURCES OF FUNDS**

Authority Loan	\$190,000.00
NBT Bank	\$100,000.00
Oswegatchie Development Corp	\$ 75,000.00
Legislative Initiative (DANC funds)	\$ 21,000.00
Cash/In-Kind Labor	\$ 10,003.00
Total Sources	<u>\$396,003.00</u>

**USES OF FUNDS**

Acquisition	\$32,000.00
Hazmat Assessment	\$ 2,200.00
Demo Disposal	\$ 4,000.00
Architect	\$20,000.00
Construction	\$279,207.00
Storefront	\$19,780.00
Utility Relocation	\$12,000.00
Legal	\$3,000.00
Contingency	<u>\$23,816.00</u>
Total Uses	<u>\$396,003.00</u>

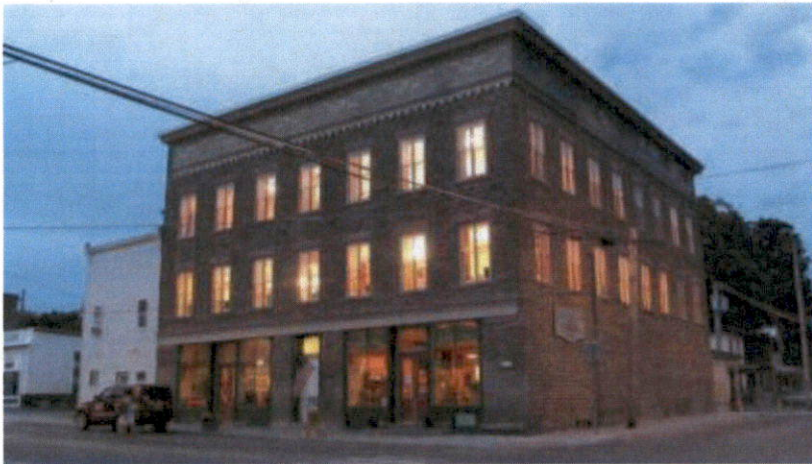
## Community Development Loan Fund/Community Rental Housing Program

NBT Bank-Approved and closed, 12 months interest only during construction at 3.5%, termed out over remaining 228 months, ARM every 5 years to Federal Home Loan Bank rate at the time plus 3.5%. Taxes escrowed.

The Historical Association was awarded a grant through Senator Ritchie for acquisition of the building; however due to the state's budget issues, they have not included it in the sources of funds. The grant is for \$50,000.

Oswegatchie Development Corporation-Pending, assumes ½ Prime plus 1 with a 10 year term

### HISTORY:



The Heuvelton Historical Association is a non-profit organization chartered by the authority of the NYS Board of Regents on October 5, 2001. Its objective is to foster a knowledge of the history of the Village of Heuvelton by gathering historical artifacts, books, manuscripts, papers, photographs and other historically significant

materials. Materials are on display at the Village center building owned by the Association known as the "Pickens Hall Opera House." [Pictured above]

The grand opening of Pickens Hall occurred April 30, 2016. Today the facility hosts events in its Opera House and has a General Store on the first floor. It is the centerpiece of the community.

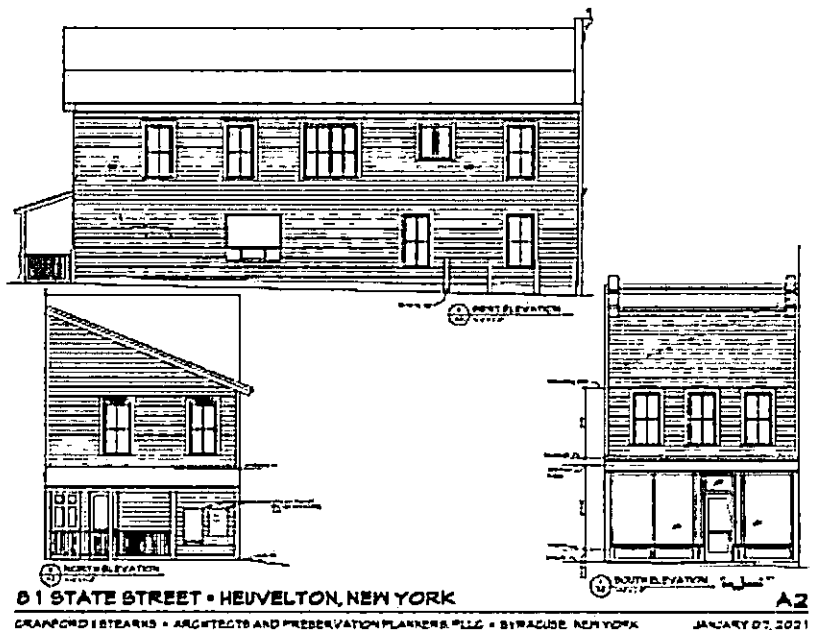


### Project:

Heuvelton Historical Association

## Community Development Loan Fund/Community Rental Housing Program

The Heuvelton Historical Association has recently purchased 81 State Street. The structure housed three apartments that are in poor condition. The Historical Association felt the need to own the property as it is attached to Pickens Hall. With the closing of Community Bank in Heuvelton, they were approached by the St. Lawrence Federal Credit Union as a possible spot for a brick and mortar presence in the village. The plan is to house the credit union on the first floor and provide a two-bedroom apartment with a small office on the second floor. Plans are being drawn by Crawford and Stearns. A hazmat assessment has been completed and



no critical materials were identified. The interior of the building is almost gutted at this point. Code review will be complete and plans will be let for bid as soon as possible. The project has been bid and the sources and uses reflect the bid amount.

The St. Lawrence Federal Credit union has agreed to cover some of the architecture fees as well as the cost of the first floor build-out. The lease agreement is for a monthly rent of \$2,000 per month for the first two years as well as some expenses. The next three years would be at \$2,250 per month.

They are targeting the two-bedroom apartment rental would lease for \$1,000 per month. The applicant feels that this is in line with rents in the surrounding area. The apartment would have high-speed internet making it appealing for people who want to work from home. However, the fair market rent for a two-bedroom apartment in St. Lawrence for 2021 is \$857.

The Historical Association. feels this project is important to the viability and vitality of down town Heuvelton. Providing a banking institution in the business corridor will help draw people in and in turn increase patronage at local businesses. The credit union will employ 3 full time people at this branch. The apartment will slightly increase rental housing stock in the village. The village of Heuvelton has been blessed with entrepreneurs that have invested in new businesses and taken over existing ones. This project would be another piece of the puzzle in the growth and longevity of a small community.

## Community Development Loan Fund/Community Rental Housing Program

### FINANCIALS:

#### Historical

	2018	2019	2020
Support & Revenue	\$257,888	\$213,496	\$216,832
Expenses			
Payroll & Payroll Taxes	\$50,310	\$52,485	\$42,887
Advertising	\$4,569	\$3,606	\$1,570
Program Expense	\$27,451	\$27,157	\$5,117
Credit Card/Bank Fees	\$4,461	\$4,546	\$4,735
Computer & Internet	\$4,140	\$4,131	\$5,456
Licenses & Dues	\$1,844	\$2,294	\$491
Insurance	\$9,237	\$8,841	\$8,138
Interest	\$18,000	\$11,653	\$3,990
Office Supplies	\$8,350	\$6,599	\$4,746
Shipping	\$0	\$0	\$4,389
Grant Expense	\$8,750	\$0	\$100
Professional Fees	\$550	\$600	\$2,811
Repairs & Maintenance	\$6,652	\$5,247	\$7,557
Other Taxes	\$2,706	\$2,511	\$8,085
Travel	\$0	\$70	\$142
Utilities	\$12,229	\$10,057	\$10,264
Miscellaneous	\$0	\$0	\$890
Depreciation	<u>\$62,525</u>	<u>\$62,267</u>	<u>\$0</u>
Total Expenses	\$221,774	\$202,064	\$111,368
 Increase in Net Assets	 \$36,114	 \$11,432	 \$105,464
 Add back: Depreciation	 \$62,525	 \$62,267	 \$0
Add back: Interest	\$18,000	\$11,653	\$3,990
One Time Income/(Expense)	<u>          </u>	<u>          </u>	<u>          </u>
Cash Available for Debt	\$116,639	\$85,352	\$109,454
 Debt Service-SLC Chamber	 \$5,721	 \$5,721	 \$5,721
Debt Service-DANC	\$12,932	\$12,932	\$12,932
Debt Service-NBT	\$7,213	\$7,213	\$7,213
Debt Service-Oswegatchie	<u>\$8,536</u>	<u>\$8,536</u>	<u>\$8,536</u>
Total Debt Service	\$34,402	\$31,679	\$31,679
DSC Ratio	3.39	2.69	3.46

Oswegatchie Development Corp assumes a 10-year loan at ½ Prime plus 1 (2.625% as of 2/12/2021)

There is an existing Oswegatchie Development Corporation loan that will be paid in full in July 2021. For purposes of the cash flow analysis I did not include these payments.

## Community Development Loan Fund/Community Rental Housing Program

- The historical financial information for 2018 and 2019 was prepared by an accountant. The 2020 information was internally prepared by the applicant.
- The major sources of income are retail sales from Picken's Store, 42%, donations/memberships, 10%, grant income, 25%, program event income, 22%, and hall rental income, 1%. They received a \$100,000 grant from a Foundation that they were able to use to pay off a significant amount of debt on Pickens Hall.
- Expenses are primarily salary and wages, utilities, insurance and taxes.

81 State Street	Year One	Adjusted FMR
Lease Income C.U.	\$24,000	\$24,000
Lease Income Apt	<u>\$12,000</u>	<u>\$10,284</u>
Total Income	\$36,000	\$34,284
Taxes	\$1,611	
Sewer/Water/Trash	\$1,808	
Snow Removal	\$2,000	
Maintenance	\$1,200	
Insurance	<u>\$1,500</u>	
Total Expenses	\$8,119	
Net Income	\$27,881	

\*Heat and Lights will be paid by tenants.

- There is a 5-year renewable lease for \$2000 per month for the first 24 months, and \$2250 per month for the next 36 months.
- They hope to get \$1000 per month for the apartment, however this is not definite. The fair market rent for a 2-bedroom in St. Lawrence County for 2021 is \$857. I provided an additional column showing income based upon the fair market rent. Even if the apartment is vacant, there is sufficient lease income from the Credit Union to cover expenses.
- Expenses would likely increase for heat and lights if the apartment is vacant for any period of time. Again there is excess cash flow from the Credit Union lease to cover these increased costs.

### Balance Sheet

	2018	2019	2020
Current Assets	\$82,432	\$101,676	\$141,252
Fixed Assets	\$2,016,757	\$1,954,490	\$1,988,768
Total Assets	\$2,099,189	\$2,056,166	\$2,130,020
Current Liabilities	\$179,257	\$130,747	\$68,800
Long-Term Liabilities	\$43,601	\$37,654	\$67,990

**Community Development Loan Fund/Community Rental Housing Program**

Total Liabilities	\$222,858	\$168,401	\$136,790
Net Assets	\$1,876,331	\$1,887,765	\$1,993,230
Total Liabilities & Net Assets	\$2,099,189	\$2,056,166	\$2,130,020

- Long-term liabilities increased by the amount of funds drawn from the NBT loan to purchase 81 State Street.

**Credit:**

The Heuvelton Historical Association has a low risk logic score of 89. The days beyond terms are 5 or less. It has no derogatory public records or collection accounts. The accounts established are being paid as agreed, and are 100% current at this time. The president of the company is shown to be David Kingsley. It is a membership organization, and according to the report has been in business for 13 years. It has one UCC filing and there were no OFAC records found (Office of Foreign Assets Control).

**Collateral Analysis**

	Full Market Value*	Discount
<b>83 State Street, Heuvelton</b>	\$575,000	
Discounted at 70% LTV		<u>\$402,500</u>
<b>Total</b>	<u>\$575,000</u>	<u>\$402,500</u>
St. Lawrence County Chamber of Commerce	\$60,287	\$60,287
NBT Bank	<u>\$100,000</u>	<u>\$100,000</u>
Collateral Available after Senior Mortgages	\$414,713	\$242,213
Development Authority/Oswegatchie Development Corp	\$265,000	\$265,000
<b>Total LTV</b>	<b>63.9%</b>	<b>109%</b>
<b>81 State Street, Heuvelton</b>	\$40,000	
Discounted at 70% LTV		\$28,000
Improvements	\$298,987	
Discounted at 70% LTV		\$209,290
<b>Total Collateral Available</b>	<b>\$338,987</b>	<b>\$237,290</b>
Co-proportional 1 <sup>st</sup> mortgage		
DANC/Oswegatchie Growth Fund	\$265,000	\$265,000
<b>Total LTV</b>	<b>78.2%</b>	<b>112%</b>

\*Market value from the Commercial Evaluation Report prepared by universal Real Estate Services Inc. for NBT Bank as of 11/12/2020.

**STAFF RECOMMENDATION:**

Heuvelton Historical Association

## **Community Development Loan Fund/Community Rental Housing Program**

Staff recommends loan of up to \$190,000 (\$65,000 CRHP/\$125,000 CDLF) to the Heuvelton Historical Association at the terms and conditions listed above. **Due to an unexpected issue with NYS DOT requiring a revised easement on 81 State Street, the Authority would close on the financing with the mortgage on 83 State Street only and will file the mortgage on 81 State Street when the DOT issue has been remedied.**



**Board Resolution No. 2021-05-77**  
**May 20, 2021**

**COMMUNITY DEVELOPMENT LOAN FUND**  
**ST. LAWRENCE COUNTY ARTS COUNCIL**  
**LOAN**

Whereas, the St. Lawrence County Arts Council is requesting \$155,000 from the Community Development Loan Fund to assist with the acquisition of real property located at 6-8 Raymond Street, Potsdam, to locate their offices and programming, and

Whereas, the Village of Potsdam Growth Fund is considering a loan request for \$40,000 to assist with the project, and

Whereas, the Arts Council has submitted an application through the Village's Downtown Revitalization Initiative for improvements to the building, however the state has not announced projects that will be awarded funding, and

Whereas, the acquisition of the building is not contingent upon the DRI funding, and

Whereas, the project meets the requirements of the Community Development Loan Fund.

Now, therefore be it

**RESOLVED, Development Authority of the North Country does hereby approve a loan in the amount of \$155,000 to the St. Lawrence County Arts Council 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: A. MacKinnon  
Seconded by: A. Calligaris

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-77 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

## TERM SHEET

**Borrower:** St. Lawrence County Arts Council

**Loan Fund:** Community Development Loan Fund

**Amount:** \$155,000

**Loan Term:** 120 months/240 months amortization

**Loan Rate:** 3.25%

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

**Collateral:** Co-proportional first mortgage with Village of Potsdam Growth Fund and assignment of rents and leases on 6-8 Raymond Street, Potsdam, NY.

Co-proportional lien with Village of Potsdam Growth Fund on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of St. Lawrence County Arts Council.

**Conditions:** Funding commitment from Village of Potsdam Growth Fund for \$40,000  
Any required permits or approvals, as necessary

**Community Development Loan Fund**

**BORROWER:** St. Lawrence County Arts Council

**BUSINESS LOCATION:** 2 Park Street, Basement Suite, PO Box 252, Potsdam, NY 13676

**PROJECT LOCATION:** 6-8 Raymond Street, Potsdam, NY 13676 (tax parcel 64.058-4-42.11)

**OWNERSHIP:** 501 C 3 not for profit

**OFFICERS:**

Kayla French	President
Jim Murray	Vice President
Kathleen Mahoney Ruiz	Secretary
Asthin Singh	Treasurer
John Berbrich	David Crowell
Robert Docker, PhD	Megan Riedl

**AMOUNT:** \$155,000.00

**TERM:** 10 year term; 20 year amortization

**RATE:** 3.25%

**PAYMENTS:** Monthly principal and interest

**COLLATERAL:** Co-proportional first mortgage with Village of Potsdam Growth fund on real estate located at 6-8 Raymond Street, Potsdam, NY 13676; assignment of rents and leases; lien on assets

**GUARANTORS:** None

**USE OF FUNDS:**

**SOURCES OF FUNDS**

**USES OF FUNDS**

Authority Loan	\$155,000.00	Acquisition	\$200,000.00
Village of Potsdam Growth Fund	\$ 40,000.00	Closing costs/taxes	\$ 20,000.00
River Valley Redevelopment Agency	\$ 20,000.00		
Cash	<u>\$ 5,000.00</u>		
Total Sources	\$220,000.00	Total Uses	<u>\$220,000.00</u>

RVRDA-Approved-Grant  
 Village of Potsdam Growth Fund-Pending-20 year amortization with 10 year term; match DANC rate, 3.25%

## Community Development Loan Fund



The St. Lawrence County Arts Council (the Arts Council) has an option to purchase the building located at 6-8 Raymond Street, Potsdam, NY. Banks have not expressed an interest in lending to the Arts Council. Acquisition is the first phase of its project which will involve the rehabilitation of the facility utilizing funding through the Downtown Revitalization Initiative if awarded. This funding **would not** be contingent on the DRI funding, but would allow them to secure the building.

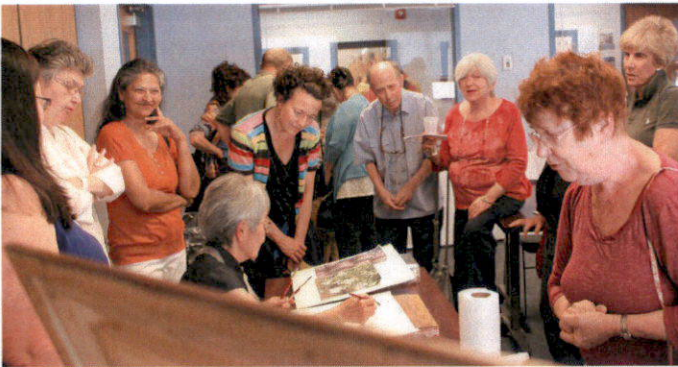
### HISTORY:

The St. Lawrence County Arts Council, Inc. is a nonprofit organization started in 1972 as the Arts and Humanities Council of the St. Lawrence Valley. It was reincorporated in 1989 as the Tri-County Arts Council, and was amended in 1999 to the St. Lawrence County Arts Council.

The Arts Council office is located in Potsdam, and the Council primarily serves St. Lawrence County by offering exhibits, classes, performances, publications, and organizing community festivals and cultural events. The Arts Council is the chosen NYSCA State & Local Partnerships Decentralization Regrant Partner for St. Lawrence, Jefferson and Lewis Counties. It distributes over \$60,000 in state funds for public art projects, teaching artists, or community arts programming and offers consulting support to artists and community organizers.

The Arts Council currently has one full-time director, one full-time programs coordinator, one full-time outreach coordinator, and two part-time employees. They will be looking to hire a part-time operations assistant.

### PROJECT:



The Arts Council is seeking to purchase 6-8 Raymond Street, Potsdam. The building has 11,283 square feet with two store fronts and space in the basement. The building adjoins the North Country Children's Museum. The building currently houses a thrift store, up until recently The Tile Co, a tile retail store, and the Creative Spirit Katya Greer Memorial Art Gallery, built by the late owner of the Tile Co, Otto Czerepak. It is

## Community Development Loan Fund

the Art Council's intention to keep the history of the building and the memory of Otto in this space that he always dreamed would be a community arts center. The Arts Council plans to organize the renovation of the 7,122 square foot space they will occupy in two phases over two years.

The Arts Council will renovate and occupy the 6 Raymond St storefront, as well as the basement of 8 Raymond St, which includes the existing gallery. The upstairs of the space will include a retail store/art gallery, class/conference room, and office spaces. The downstairs will include the existing art gallery with upgrades, a performing arts wing with dance/music rehearsal room and private practice room, and a visual arts wing with an open concept makers' space, offering specialized equipment including drawing tables, photography lighting, ceramics wheels, and print-making equipment for artists and students. Each individual programmed space is one that is not currently available to the public in our region.

The total costs for renovations are \$577,800. The construction will include various accessibility updates including adding a ramp into the thrift store, a three-stop elevator to the basement and thrift store, and multiple ADA-compliant restroom facilities. They will also need to construct additional restroom facilities and interior walls, install windows for natural light in key areas, and renovate the first floor dropped ceilings and existing walls. They will also create a unique pocket park at the back entrance that is currently a run-down one-car parking garage - this exit will also comply with code requirements. The space does not require structural renovations.

The Arts Council has applied for Downtown Revitalization Initiative money for the renovations. The state has not yet announced the projects identified in Potsdam for DRI funding. In the meantime, the Arts Council would like to acquire the building. I have been assured by the Executive Director, Maggie McKenna, that they could move into the space as is with minimal upgrades. They have a small team of volunteer contractors who have guaranteed their help with any work needed to move in free of charge. They also still have office space available in the Planning/Development Office at the Village of Potsdam free of charge at least until the end of 2021.

Speaking with Ms. McKenna she has noted that banks are not willing to provide the Arts Council with a loan based upon past financial performance. She notes that this was before her time with the Arts Council (February 2019) and is not indicative of the last two years of growth in programming and fundraising that should be used to project future growth.

Fred Hanss with the Village office of Planning and Community Development feels that this is a very good project and thinks that it has the leadership in place to see it through successfully. Several support letters were provided by community members and organizations including Clarkson University.

### **FINANCIALS:**

## Community Development Loan Fund

### Historical

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Total Revenue	\$184,084	\$196,937	\$191,722
Expenses			
Grants and Similar Amounts Paid Out	\$71,362	\$60,064	\$63,164
Salaries	\$82,635	\$64,382	\$84,354
Other Professional Fees	\$24,755	\$40,794	\$22,948
Occupancy, Rent, Utilities, Maintenance	\$7,293	\$1,813	\$0
Advertising and Promotion	\$5,859	\$4,388	\$982
Office Expenses	\$8,765	\$8,321	\$4,240
Travel	\$3,411	\$3,811	\$2,281
Insurance	\$2,536	\$4,049	\$8,405
Interest	\$0	\$155	\$0
Depreciation/Depletion	\$1,113	\$936	\$0
Other Expenses	<u>\$10,762</u>	<u>\$502</u>	<u>\$2,720</u>
Total Expenses	\$218,491	\$189,215	\$189,094
 Increase in Net Assets	 (\$34,407)	 \$7,722	 \$2,628
 Add back: Depreciation	 \$1,113	 \$936	 \$0
 Cash Available for Debt	 (\$33,294)	 \$8,658	 \$2,628
 Debt Service-DANC/Village	 <u>\$13,272</u>	 <u>\$13,272</u>	 <u>\$13,272</u>
Total Debt Service	\$13,272	\$13,272	\$13,272
DSC Ratio	(2.51)	.65	.20

- The historical financial information for 2018 and 2019 was from the applicant's Form 990. The 2020 information was internally prepared by the applicant.
- In 2020, the applicant received \$12,507 from the payroll protection program. The majority of income in 2020 was from grants, \$140,017, and donations, \$34,537.
- In November 2020, the Arts Council opened an online webstore that increased sales revenue by 239.7% over the previous year, and so far in 2021, they've already increased sales revenue by another 26.7% since last year with minimal advertising.
- Historical sales revenue: average sales per year = \$46,630 (using only full years in business). Their pro forma assumes they will earn approximately \$30,000 per year to start, though that is an incredibly conservative estimate given that the TAUNY Folkstore in Canton brings in approximately \$120,000 in sales each year. They anticipate sales growth each year following renovations as they increase inventory.

## Community Development Loan Fund

- Sales Revenue 2006 - 2012:

Jan - Dec 06	Jan - Dec 07	Jan - Dec 08	Jan - Dec 09	Jan - Dec 10	Jan - Dec 11	Jan - Dec 12
\$28,281	\$36,984	\$41,076	\$47,937	\$63,395	\$57,721	\$51,016

- Historical program revenue: From 2006-2012, the Arts Council made \$16,721 on average in community class fees with \$32,880 at its height in 2011. St Lawrence County provided \$15,000 per year in funding, decreased to \$6000 by 2012 and discontinued after that. They are working with county legislators to restore that funding and increase municipal funding over the next 3 years as well.

- Program Revenue 2006 - 2012:

Jan - Dec 06	Jan - Dec 07	Jan - Dec 08	Jan - Dec 09	Jan - Dec 10	Jan - Dec 11	Jan - Dec 12
\$11,931	\$14,176	\$11,783	\$8,107	\$27,878	\$32,879	\$10,296

- Expenses are primarily salary and wages, grants and similar amounts paid out, and other professional fees which are mainly architect, bookkeeping, and instructor payments.
- Ms. McKenna cut costs by 12.4% in her first year by discontinuing programs and marketing initiatives that had no clear revenue source to fund them. Upon notice from Clarkson that they needed to move locations, Ms. McKenna secured free rent in the Village of Potsdam's offices for a minimum of two years. The move out of the Old Snell location did decrease program income potential, as they were no longer able to hold classes or rent studio spaces to artists.
- Based upon historical operations, there would not be sufficient income to repay the Authority's debt.

### Projections

	2021	2022	2023
<b>Revenue</b>			
Program Income	\$8,000	\$10,000	\$13,000
Sales			
Artwork (gallery & store)	\$15,000	\$35,000	\$42,000
Event supp income	\$14,109	\$28,218	\$33,862
Rental Income	\$9,000	\$18,000	\$18,000
<b>Total Earned Income</b>	<b>\$46,109</b>	<b>\$91,218</b>	<b>\$106,862</b>
<b>Contributed Income</b>			
Capital Campaign/Grants	\$120,000	\$40,000	\$40,000
Members	\$8,000	\$8,000	\$8,000
Donors	\$22,000	\$26,400	\$29,040
Business Sponsors	\$20,000	\$25,000	\$25,000
State Service Contracts	\$139,700	\$139,700	\$139,700
<b>Total Contributed Income</b>	<b>\$329,700</b>	<b>\$259,900</b>	<b>\$262,980</b>
<b>Total Revenue</b>	<b>\$375,809</b>	<b>\$351,118</b>	<b>\$369,842</b>

## Community Development Loan Fund

Expenses			
Staffing	\$117,260	\$118,660	\$118,660
Operations	\$33,450	\$34,450	\$34,450
Facilities	\$114,500	\$35,000	\$36,000
Programming	\$92,333	\$113,144	\$124,358
<b>Total Expenses</b>	<b>\$357,543</b>	<b>\$301,254</b>	<b>\$313,468</b>
<b>Total Change in Net Assets</b>	<b>\$18,266</b>	<b>\$49,864</b>	<b>\$56,374</b>
Debt Service-DANC/Village	<u>\$13,272</u>	<u>\$13,272</u>	<u>\$13,272</u>
Total Debt Service	\$13,272	\$13,272	\$13,272
DSC Ratio	1.38	3.76	4.25

- Projections are internally prepared. I have been told that with minor improvements that even if the DRI funds are not awarded, the Arts Council can move into the space and operate as planned.
- Rental income is from the Potsdam Humane Society's Best Friends Thrift Store. It has a month-to-month lease and is paying about \$1200 per month. Its board has verbally expressed that they would be able to pay around \$1500 per month for the space.
- State service contracts are expected to remain the same, though the Arts Council intends to increase their total request each application year. They were successful in increasing their general operating support by 16% for their FY2021 application and Ms. McKenna feels confident that with their increased and improved operations that they will be able to increase funding at least every two years. Their strategic plan also states that they will solicit municipal funding from Villages, Towns, and Counties to support programming and operations, though this was not included in the projections.
- The Arts Council regularly seeks program grants from the Northern New York Community Foundation. They received their first grant from the Cloudsplitter foundation last week as well - there are even more opportunities to continue working with Cloudsplitter as they have general operating grants, too. The Arts Council is also continually applying for business foundation grants (Walmart, Golub, National Grid, Corning, etc), and is working on developing more relationships with other local foundations like the Sweetgrass Foundation and Grassroots Fund. Additionally, they have already started planning future applications to the Northern Border Regional Commission and NYPA Power Proceeds Allocation Board for additional renovation and growth funding.
- The Arts Council is projecting a 96% increase in revenue in 2021 over 2020. Ms. McKenna explained the only reason they have such an increase is because she wasn't sure how to show the DRI renovation grant revenue as well as their capital campaign revenue most appropriately. The increase is solely to account for the purchase and renovation of the building. Their program income unrelated to the arts center is expected to increase due to the creation of the North Country Arts Festival and their corporate sponsorship opportunities that they never had before.

## Community Development Loan Fund

- The Arts Council is also looking at an increase in artwork and merchandise sales due to the permanent retail store. They also expect event ticket sales, refreshment sales, class registration and rental fees to increase as well.
- It is their goal to raise the entire amount of the purchase price of the building through a capital campaign during the renovation period so that they could potentially pay-off the mortgage at the end of the renovation period. This is the \$200,000 reflected under capital campaign.
- In terms of staffing, the organization has 3 full-time, and 2 part-time employees. It will be looking to add a part-time operations assistant.
- Based upon projections, the cash flow is sufficient to repay the DANC/Village debt service.

### Balance Sheet

	2018	2019	2020
Current Assets	\$199,831	\$110,870	\$
Fixed Assets	\$3,634	\$2,698	\$
<b>Total Assets</b>	<b>\$203,465</b>	<b>\$113,568</b>	<b>\$</b>
Current Liabilities	\$178,762	\$89,147	\$
Long-Term Liabilities	\$14,997	\$6,993	\$
<b>Total Liabilities</b>	<b>\$193,759</b>	<b>\$96,140</b>	<b>\$</b>
Net Assets	\$9,706	\$17,428	\$
<b>Total Liabilities &amp; Net Assets</b>	<b>\$203,465</b>	<b>\$113,568</b>	<b>\$</b>

- Primary current assets are in grants receivable. The primary liability is deferred revenue. The grants receivable and deferred revenue are related to the NYSCA contracts. They are three-year contracts. They claim the grant income in the year that it is used and defer the rest.

#### Credit:

The St. Lawrence County Arts Council's Logic Score is low at 55. There are no days beyond terms reported, either current, or historical. It has no trade lines established. That does make it difficult to predict how timely one might expect payments to be received. It has no derogatory public records or collection accounts. It has no UCC filings, and no OFAC records were found.

#### Collateral Analysis

	Full Market Value*	Discount
<b>6-8 Raymond Street, Potsdam</b>	\$210,638	
Discounted at 70% LTV		<u>\$147,447</u>
<b>Total</b>	<u>\$210,638</u>	<b>\$147,447</b>
Development Authority/Village Loans	\$195,000	\$195,000
<b>Total LTV</b>	<b>92.6%</b>	<b>132%</b>

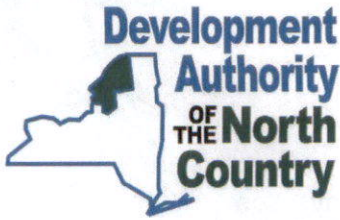
## **Community Development Loan Fund**

\*Market value from the Village of Potsdam tax information.

Third party broker opinion not needed, as the tax information provided by the Village is sufficient for a 1:1 loan to value.

### **STAFF RECOMMENDATION:**

Staff recommends loan of up to \$155,000 from the Community Development Loan Fund to the St. Lawrence County Arts Council, Inc. subject to a funding commitment from the Village of Potsdam Growth Fund for \$40,000 and any required permits or approvals, as necessary.



**Board Resolution No. 2021-05-78**  
**May 20, 2021**

**COMMUNITY RENTAL HOUSING PROGRAM**  
**SCALISI & BERNAZZANI FINANCIAL SERVICES, LLC**  
**LOAN MODIFICATION**

Whereas, **Resolution No. 2017-12-120** approved a grant/loan in the amount of \$112,000 (\$56,000 grant/\$56,000 loan) to Scalisi & Bernazzani Financial Services, LLC ("Borrower") from the Community Rental Housing Program to make improvements to their rental properties, and

Whereas, the Authority's funds were used to make improvements on properties located at 25393-453 NYS Route 3, Watertown, 32596 NYS Route 26, Great Bend, and 209-213 William Street, Watertown, and

Whereas, **Resolution No. 2019-05-62** released the property at 21854 Golf Drive, Alexandria, from the mortgage, and

Whereas, the Borrower would like to sell 25393-453 NYS Route 3, Watertown, and 32596 NYS Route 26, Great Bend, and has requested that the Authority release these properties from its mortgage, and

Whereas, staff recommends that since 60% of the Authority's funds were used to renovate these properties that 60% of the loan and grant be repaid, according to the terms of the recapture provision within the grant disbursement agreement, and

Whereas, based upon this calculation the Borrower would owe approximately \$42,506.72, to be adjusted for any payments received against the loan balance, to release the two properties from the mortgage, and

Whereas, a collateral analysis completed by staff shows that the Authority would have a sufficient loan-to-value on the remaining property, and

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

Now, therefor be it

**RESOLVED**, the Development Authority of the North Country does hereby approve the loan modification for Scalisi & Bernazzani Financial Services, LLC releasing 25393-453 NYS Route 3, Watertown, and 32596 NYS Route 26, Great Bend, from the mortgage subject to receipt of a payment of approximately \$42,506.72, to be adjusted for any payments received, and authorizes the Executive Director or the Chief Financial Officer to execute all necessary documentation.

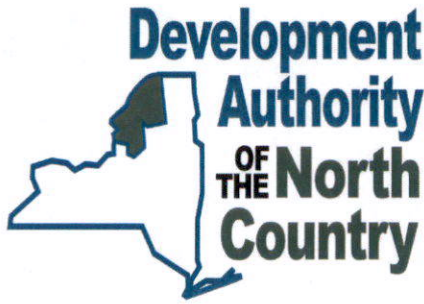
Motion by: D. Mastascusa  
Seconded by: A. Calligaris

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-78 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman



ADMINISTRATION and REGIONAL DEVELOPMENT DIVISION

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

WATER QUALITY DIVISION

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

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

TELECOMMUNICATIONS DIVISION

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

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

MATERIALS MANAGEMENT DIVISION

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

Telephone (315) 661-3230

ENGINEERING DIVISION

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

Telephone (315) 661-3210

**TO:** Project Development Committee  
**FROM:** Michelle Capone  
**DATE:** May 7, 2021  
**SUBJECT:** Scalisi & Bernazzani Financial Services LLC-Partial Release of Mortgages

---

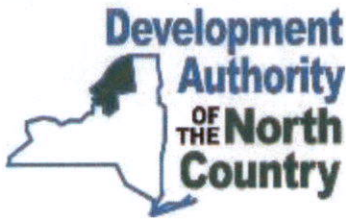
Scalisi & Bernazzani Financial Services LLC received \$112,000 (\$56,000 grant/\$56,000 loan) from the Community Rental Housing Program to renovate properties located at 25393-453 NYS Route 3, Watertown, 32596 NYS Route 26, Great Bend, and 209-213 William Street, Watertown. The loan closed on 3/1/2018. The borrower is current on their loan.

Scalisi & Bernazzani is selling the properties at 25393-453 NYS Route 3 and 32596 NYS Route 26. The borrower is keeping 209-213 William Street for the time being. In order to complete this transaction, the Authority is being asked to release the mortgages on these two properties.

Staff recommends the following. Since 60% of the funds lent to the borrower were for renovations at these two properties, the borrower should repay 60% of the outstanding loan balance, or \$29,066.72 on 5/7/2021. This does not reflect a May payment. Per the grant agreement, the borrower has held the property for over 36 months, therefore 40% of the grant is due. Again, since 60% of the funds were used for these properties, the borrower would owe \$13,440. In total, staff recommends that the borrower repay \$42,506.72 to release the two mortgages. This will leave a balance on the loan of \$28,337.81 (\$19,377.81 loan/\$8,960 grant) on the William Street property.

The full market value of the William Street property per the City of Watertown tax records is \$191,848 for 2021. The existing mortgage with M&T Bank will be paid in full. Therefore, there will not be a senior mortgage on the William Street property. The Authority loan will move into a first mortgage position. We will have a satisfactory loan to value.

Staff Recommendation: The borrower repay approximately \$42,506.72 to release the two mortgages. This may be adjusted at closing due to payments received against the loan.



**Board Resolution No. 2021-05-79**  
**May 20, 2021**

**NORTH COUNTRY REDEVELOPMENT LOAN FUND**  
**ST. LAWRENCE COUNTY PROPERTY DEVELOPMENT**  
**CORPORATION**  
**RATIFYING LOAN AND GRANT**

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

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

Whereas, **Resolution No. 2020-08-103** approved a grant/loan to the St. Lawrence County Industrial Development Agency for \$200,000 (\$100,000 grant/\$100,000 loan) to renovate the former Newell Building located at 100 Paterson Street, Ogdensburg, in order to house multiple manufacturing, warehousing, or high-tech enterprises, and

Whereas, when the City transferred the property to the St. Lawrence County Industrial Development Agency, the IDA placed the ownership in the name of the St. Lawrence County Project Development Corporation, and

Whereas, as the Authority's funds are being used for improvements to the building and the building is in the name of the St. Lawrence County Property Development Corporation, the St. Lawrence County Property Development Corporation should be the borrower, and

Whereas, the St. Lawrence County Property Development Corporation will pledge the \$100,000 cash collateral certificate of deposit to secure the loan and will make the improvements to the real property, and

Whereas, **Resolution No. 2020-08-103** for lending to the St. Lawrence County Industrial Development Agency is rescinded, and

Whereas, the Regional Loan Review Committee has reviewed this request and recommends it for approval, and

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

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of up to \$200,000 (\$100,000 loan/\$100,000 grant) from the North Country Redevelopment Fund to the St.

**Lawrence County Property Development Corporation at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements and further authorizes the Executive Director or 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: A. Calligaris  
Seconded by: A. MacKinnon

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-79 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

## TERM SHEET

**Borrower:** St. Lawrence County Property Development Corporation

**Loan Fund:** North Country Redevelopment Fund

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

**Loan Term:** 20 years

**Loan Rate:** 1%

**Loan Payment:** Annual payments to fully amortize the loan

**Collateral:** \$100,000 cash certificate of deposit

**Guarantors:** None

**Conditions:**

- Owner cash equity of \$50,000 with a minimum of \$20,000 demonstrated with invoices and cancelled checks/bank statements
- Recapture provision over 10 years on grant portion
- Copies of invoices and cancelled checks or bank statements
- Loan will be disbursed as construction loan

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021

BORROWER: St. Lawrence County Property Development Corporation

BUSINESS ADDRESS: 19 Commerce Lane #1, Canton, NY 13617

PROJECT ADDRESS: 100 Paterson Street, Ogdensburg, NY 13669

OWNERSHIP: Not applicable

AMOUNT REQUESTED: \$200,000 (\$100,000 Loan/\$100,000 Grant)

TERM/RATE: 20 years @ 1%

PAYMENTS: Annual

PRIMARY COLLATERAL: \$100,000 cash certificate of deposit

GUARANTORS: N/A

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

SOURCES:		USES:	
North Country Redevelopment Dev Fund	200,000	Renovations	\$ 250,000
Owner Cash	<u>50,000</u>		
Total Sources	\$250,000	Total Uses	<u>\$ 250,000</u>

**REVISIONS TO WRITE-UP:**

At the time that the application was submitted in July 2020, the St. Lawrence County IDA had a Memorandum of Understanding with the City of Ogdensburg to take possession of 100 Paterson Street, Ogdensburg, known as the former Newell Building. When the time for the transfer came, the IDA determined that it would place ownership of the building in the St. Lawrence County Property Development Corporation rather than the IDA. The Property Development Corporation exists for this such purpose. The IDA has transferred cash into the Project Development Corporation in order to provide the \$100,000 cash collateral certificate of deposit and to make the improvements. Since the Authority's funds will be used to make improvements to the building, and since the building is owned by the St. Lawrence County Property Development Corporation, it only makes sense that the borrower be the St. Lawrence County Property Development Corporation. The loan is secured by the certificate of deposit and the recapture provision on the grant portion is only triggered if the building is sold within ten years. We will not require the guaranty of the IDA.

St. Lawrence County Project Development Corp-Newell Building

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021

**PROJECT OVERVIEW:**

St. Lawrence County Industrial Project Development Corporation is requesting \$200,000 from the North Country Redevelopment Fund (\$100,000 loan/\$100,000 grant) to complete Phase II of the Newell Building redevelopment project. **This request modifies the previously approved Resolution No. 2020-08-103.** See comments above.

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

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

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

The SLC IDA had a MOU with the City of Ogdensburg. The MOU outlined the roles and responsibilities for the parties relating to the RESTORE NY project. Upon completion of the project and receipt of reimbursement, the City transferred the property to the IDA. The IDA in turn placed ownership of the property into the applicant, the St. Lawrence County Project Development Corporation. The City has been supportive of the IDA's efforts to rehabilitate this building.



Before

St. Lawrence County Project Development Corp-Newell Building

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021



After

---

**MANAGEMENT:**

The SLCPDC is related to the St. Lawrence County Industrial Development Agency Local Development Corporation through a common board membership. The St. Lawrence County IDA will oversee the management of the property on behalf of the St. Lawrence County Property Development Corporation. The SLCPDC was established in July 2018 and its mission is to "foster the creation, retention and expansion of jobs and economic opportunities in St. Lawrence County by constructing, acquiring, rehabilitating, and improving sites, buildings, and other related facilities in St. Lawrence County."

---

**FINANCIAL ANALYSIS:**

**Income Statement-SLCPDC**

FYE December 31	Actual	Actual
	2019	2020
Total Revenues	\$6	\$13
Total Expenses	\$12,805	\$31,069
Change in Net Assets	(\$12,799)	(\$31,056)

- Audits were provided for FYE 2019 and 2020.
- As mentioned above, the PDC was created to redevelop property. As such, it had no revenue in 2019 and 2020 other than bank income.
- Expenses are primarily accounting, administration with the SLC IDA, and legal. In 2020, the company did have \$18,740 in property related expenses. As of 12/31/2020 it held a parcel of commercial land and building in Star Lake.

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021

**Income Statement-St. Lawrence County IDA**

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

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

**Balance Sheet-SLC Project Development Corporation**

FYE December 31	Actual	Actual
	2019	2020
Current Assets	\$19,358	\$53,302
Long-Term Assets	\$409,369	\$344,369
Total Assets	\$428,727	\$397,671
Current Liabilities	\$0	\$0
Long-Term Liabilities	\$344,369	\$344,369

St. Lawrence County Project Development Corp-Newell Building

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021

Total Liabilities	\$344,369	\$344,369
Net Assets	\$84,358	\$53,302
Total Liabilities & Net Assets	\$428,727	\$397,671

- During 2019, SLCPDC had \$65,000 held in escrow in an attorney trust account pertaining to the possible acquisition of real property. As of December 31, 2020, the money was transferred to cash and out of escrow.
- The \$344,369 under long-term assets represents the outstanding balance of the existing mortgage on the Star Lake property at the time of acquisition.
- The long-term liability of \$129,926 is the assigned mortgages from the SLCIDA LDC when it assigned all of its right, title, and interest in and to the mortgages related to the Star Lake property. There are no state repayment terms or conditions.

Balance Sheet-St. Lawrence County IDA

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

Ratio Analysis

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

- Total assets decreased in 2019 over 2018 due primarily to reduced grant income. In 2019, the IDA had a due from other governments of \$1,300,000 which is a grant receivable for the J&L Project.
- Deferred inflows of resources represents an acquisition of net position that applies to a future period(s) and so will not be recognized as inflow of resources (revenue) until that time. The Agency has two items that meet that criterion: OPEB and pension related deferrals. Deferred outflows of resources represents consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The IDA has two items that meet this criterion: OPEB and pension plan contributions.

Motion-  
Second-  
Approved

North Country Redevelopment Loan Fund  
May 12, 2021

- The IDA has several loans relating to projects. These include loans for the Canton Industrial Building and from the Development Authority to bridge grant funds for the J&L project.
- The long term liabilities include compensated absences of \$213,568 in 2019, postemployment benefits other than pensions of \$1,601,412 in 2019, long term debt less current portion of \$1,072,721 in 2019, and net pension liability-proportionate share of \$103,661 in 2019.
- They reflect \$1,272,812 in unrestricted-unassigned cash in their net position on 12/31/19.

---

**CORPORATE:**

The SLC IDA has had five loans with the Authority. All are paid as agreed. The IDA also had a Redevelopment loan/grant for \$500,000 for the J&L site. They repaid the loan portion of \$250,000. The rest of the loans were paid as agreed.

---

**COLLATERAL:**

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

---

**CONTINGENCIES:**

1. Minimum \$50,000 owner cash contribution
2. Loan will be disbursed as a construction loan
3. Recapture provision over 10 years declining by 10% annually.

Motion-  
Second-  
Approved

North Country Economic Development Fund  
May 12, 2021

- The IDA has several loans relating to projects. These include loans for the Canton Industrial Building and from the Development Authority to bridge grant funds for the J&L project.
- The long term liabilities include compensated absences of \$213,568 in 2019, postemployment benefits other than pensions of \$1,601,412 in 2019, long term debt less current portion of \$1,072,721 in 2019, and net pension liability-proportionate share of \$103,661 in 2019.
- They reflect \$1,272,812 in unrestricted-unassigned cash in their net position on 12/31/19.

---

**CORPORATE:**

The SLC IDA has had five loans with the Authority. All are paid as agreed. The IDA also had a Redevelopment loan/grant for \$500,000 for the J&L site. They repaid the loan portion of \$250,000. The rest of the loans were paid as agreed.

---

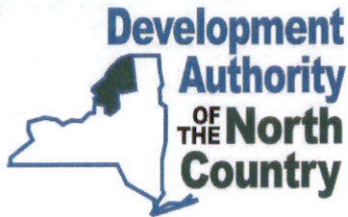
**COLLATERAL:**

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

---

**CONTINGENCIES:**

1. Minimum \$50,000 owner cash contribution
2. Loan will be disbursed as a construction loan
3. Recapture provision over 10 years declining by 10% annually.



**Board Resolution No. 2021-05-80**  
**May 20, 2021**

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY  
REVOLVING LOAN FUND  
DALAI MAMA, INC.**

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 May 4, 2021 to review an application from Dalai Mama, Inc., requesting \$300,000 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements to the property located at 2003 U.S. Route 9, Schroon Lake (Essex County), and

Whereas, the applicant proposes to renovate the existing bed and breakfast and make improvements to the property in order to attract more tourists to the area, and

Whereas, the Regional Loan Review Committee approves a commitment of \$300,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached, and

Whereas, Empire State Development will need to approve the amount of the loan and use of the funds as it exceeds \$250,000.

Now, therefore be it

**RESOLVED**, Development Authority of the North Country does hereby ratify a loan in the amount of \$300,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Dalai Mama Inc. 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: F. Carter  
Seconded by: M. Murray

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-80 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

## TERM SHEET

**Borrower:** Dalai Mama Inc.

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

**Amount:** \$300,000.00

**Loan Term:** 20 years

**Loan Rate:** 1%

**Loan Payment:** construction interest only, then regular monthly principal and interest payments to fully amortize the loan over 240 months

**Collateral:** First mortgage and assignment of rents and leases on 2003 Route 9, Schroon Lake, NY 12870 (tax parcel # 136.1-3-34.036);  
  
1<sup>st</sup> lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Dalai Mama Inc.

**Conditions:**

- Cash equity of a minimum of \$30,000 demonstrated by copies of cancelled checks and invoices. Balance of cash equity of \$820,000 can be in the form of an affidavit affirming the amount
- Labor peace does not apply as it is an existing business
- Acceptable MWBE plan or waiver
- Personal Guaranty of Patricia Moran
- Satisfactory third party broker opinion or appraisal with a minimum value of at least \$300,000 for a 1:1 LTV
- Copies of invoices, and cancelled checks or bank statements
- ESD approval of amount

**North Country Transformational Tourism Fund**

**Original**

Motion:  
Second:

**BORROWER:** Dalai Mama, Inc.

---

**CORPORATE ADDRESS:** 586 Ashland Avenue  
Buffalo, NY 14222

---

**PROJECT ADDRESS:** 2003 Route 9  
Shroon Lake, NY 12870

---

**OWNERSHIP:** Patricia A. Moran (100%)

---

**AMOUNT REQUESTED:** \$300,000; 20 years at 1.0%

---

**BUSINESS CLASSIFICATION:** NAICS #721199; All Other Traveler Accommodation

---

**PRIMARY COLLATERAL:** 1<sup>st</sup> mortgage and assignment of rents and leases on 2003 Route 9, Shroon Lake, NY  
  
1<sup>st</sup> lien position on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Dalai Mama, Inc.

---

**EMPLOYMENT:** Year 1: 1 FTE  
Year 2-3: 1 FTE  
Total 1-3: 2 FTE

---

**GUARANTORS:** Patricia A. Moran

---

Sources and Uses of Funds			
Sources	Amount	Uses	Amount
NC Transtional Tourism Fund	\$ 300,000	Purchase/Acquisition	\$ 850,000
Owner Cash/Equity	\$ 850,000	General Construction, Renovations & Contingency	\$ 175,000
		Commercial Multi Use Barn Bath/Laundry	\$ 30,000
		Commercial Kitchen Buildout	\$ 25,000
		Tall Stone Garden Renovation/Regeneration	\$ 20,000
		Interior Upgrades FF&E	\$ 20,000
		2 Floor Barn Bunkhouse Buildout	\$ 15,000
		Fire Suppression System in the Barn	\$ 10,000
		Travern Upgrade to Code (ADA Status)	\$ 5,000
<b>Total</b>	<b>\$ 1,150,000</b>	<b>Total</b>	<b>\$ 1,150,000</b>



Project Location: 2003 Route 9, Shroon Lake NY, formerly known as, Silver Spruce Bed and Breakfast.

Silver Spruce Bed and Breakfast is a historic inn built in 1790 and restored and expanded upon in 1920. There are 10 luxury bedrooms to rent, in addition, to a large inn keepers quarters. The present owner, Phyllis Rogers, rents rooms for an average of 5 days in the summer at \$150/night and includes breakfast. The current owner operates the business on a seasonal basis from May through the end of September.

Dalai Mama, Inc. is seeking \$300,000 for 10 years at 1% from the North Country Transformational Tourism Fund to renovate the Silver Spruce Bed and Breakfast and improve on the existing property. Ms. Moran has a purchase agreement for \$850,000 with the current owner, who is 83, and is selling the business to retire. Ms. Moran is utilizing the sale of her restaurants and home in Buffalo, NY for the owner cash/equity to acquire the property with a closing date of April 12<sup>th</sup>, 2021. Once the property is acquired Ms. Moran plans to renovate the property to include a commercial multi-use barn bath/laundry, commercial kitchen, interior upgrades to furniture and fixtures, two floor barn bunk house, tavern upgrade to code and ADA compliance, fire suppression systems in the barn, and finally the renovation of the tall stone gardens.

Ms. Moran plans to operate the business as a bed and breakfast, year round, upgrade the décor and expand the number of rooms available to rent from 6 to 10, and build 50 affordable upscale beds in the barn in a bunk house style format. To better accommodate guests Ms. Moran plans to offer full meal and beverage service by building a commercial kitchen and transferring her existing liquor license to the prohibition era tavern located in the main house. Ms. Moran also intends on offering camping and RV sites, with less amenities, to provide flexibility for various types of travelers. Ms. Moran indicated that she feels more than capable of executing her vision for the property and emphasized her experience outlined in her resume and management summary later in the write-up. Ms. Moran plans to move her life to Shroon Lake, NY and work and live on-site.

---

**MANAGEMENT:**

(Ms. Moran provided her resume and experience and the underwriter felt it was important to attach for your reference as her experience is hard to summarize.)

Patricia Ann Moran (Prish)

586 Ashland Avenue  
Buffalo, New York 14222  
716-628-6854

**PROFESSIONAL SUMMARY:**

I am a professional artist/decorator and an entrepreneur since the age of 12. I had extremely supportive parents that taught me that I could do anything. This loving support guided my entire life. I started restoring historic buildings at 32, as a profession, after moving to Buffalo. I was the mother of 3, and made my own living so that I could raise my children full time at home and make money, at my leisure. These public projects led me to designing new restaurant interiors with architects and working as a colorist for their restoration projects. I have made a living over the past 15 years running my own restaurants, learning to be a chef and bartender, accountant, customer service pro and employer of 20 humans. I've been on HGTV when they were in Buffalo filming, and have been an extra in many films over the years in Buffalo.

I am extremely involved in my community/ schools etc., and donate my time and funds to bettering my city through teaching kids restoration, painting and decorative arts and planting flowers throughout the city. I sewed my way through my teens making everyone's clothing, costumes for bands to historic costumes for Shakespeare theatre, which led to a job as a sample maker of mens suits for M. Wile company, for many years. I had my own kids line of clothing that was sold in boutiques during the '80's. I hesitate to go on, as I acted on all of my ideas, but most involved art and design.

I started a free summer outdoor film festival in Buffalo in 1999, after pitching my idea to Buff State College, so that they would sponsor my project. We worked together for 9 years before I ended it. I learned all about how to start, run and finance festivals of all sorts. I volunteered at my kids city schools running their ski club for years, managing fundraisers, teaching sewing or painting and raising funds through events. I've many odd talents that got me through all of these years with ideas and had a lot of fun doing all of them.

**SKILLS:**

I am experienced in building restoration in all aspects. Project management, Carpentry, building trades, electrical, plumbing, landscaping and grant writing. Working with city services to restore homes is a great skill. Permits and licensing and all other aspects of getting a project completed. Accounting, management, advertising, real estate sales and purchases. All aspects of design, from start to finish. Paint, fabric, wood or gardens. I love to build.

I started my own restaurants, with zero experience, I learned on the job to do absolutely everything and learning about running a restaurant. I definitely had guidance from professional friends and reading a lot of "Dummies" books. I learned to make coffee and to cook a couple hundred egg sandwiches at a time, really fast, as I had no idea that I would have any customers, when I decided to run the coffee house which I had originally built to lease out. I catered the Buffalo Bills for years!

I restored my VW van on my own and camp a lot. My skills are good with athletics, as I am a snowboarder, climber and hiker. I bike as often as I can, as I'm an environmental, minimalist freak.

Mostly, I am a mother. My kids are my life and they have been involved in every aspect of my life and work.

**WORK HISTORY:**

\*Seamstress starting at age 12 onward I started sewing my own clothes, which led to sewing for others, to slipcovers, drapes, costumes,

\*FBI photographer at 18 yrs old. My dad was an FBI agent and he had me in the bureau to work, as there were already 3 other siblings in college before me. I lasted a year, before becoming a nurse.

\*Nurse – I graduated from Albany Med School of Nursing at 22 years old, at my mothers begging. I was not cut out for that sad hard life. I worked for a year then got married at 23 and moved to Italy.

\*Prish Moran, Decorative Artist – My new husband was a professional musician and while he traveled, I worked with local painters learning historic painting techniques in Italy. I loved this more than anything. We moved back to the states after a few years and I enrolled in Buffalo State College to get a degree and learn more about my new trade.

\*Prish Moran, Decorative Painter – I bought an old beaten up Victorian and raised my children while restoring our house. I got lots of jobs at others homes through word of mouth. I had a crew of painters in a short time and many jobs, both residential and commercial. I started designing restaurant interiors while attending college and raising my children, as I was always making suggestions to restaurant owners as I ate in their establishments. I was kind about my suggestions, just full of ideas. I made good money as a colorist, choosing colors for peoples private homes.

\*Sample maker – I was hired by M. Wile Clothing factory in Buffalo, to make sample suits for them to sell, after they saw my work around town. I made mens suits for everyone. I had a line of clothing that they sold in boutiques for a few years.

\*Forever Elmwood Board Member – City of Buffalo design committee, overseeing public projects 1996-1999

\*Buffalo State College - per diem sewing teacher – while attending college, Buffalo State hired me to teach sewing to college students, as I had more experience than the teachers. Really. It was great.

\*Historic Restoration – After completing the restoration of my own home, and painting projects in others homes and businesses, I started buying old houses from the city demo list and completely restoring the old homes, with my own crew of workers, that I had met over the years. I completed a house a year, until I bought the 20k sq foot commercial building in 2007. I restored the whole thing in 8 months.

\*Restaurant owner – In 2008 I stopped doing all of my other part time jobs and started the organic coffee house, Sweet\_ness7 Cafe. I did every job in the place and enjoyed it immensely. It was very successful the entire 15 years that it was open. Covid closed my doors, hence my new chapter in Schroon Lake.

\*Restaurant #2 – 2009 – 2017. I restored a vacant building across from the city zoo and opened a second location of Sweet\_ness 7 Café. I closed it as the new building owner offered to buy me out. This was the opportunity that I wanted to complete the last part of my Grant Street Building. The Tabernacle.

\*The Tabernacle Bar – I designed, built and ran this Irish Public House for 3 years until Covid closed us down. This was a church restored into a bar/restaurant/live music venue. It is an art destination. Long story short, it was a magical project. 3 of us built the entire space in less than a year. Musicians traveling through Buffalo from all over the world played in my venue, as well as school children and solo guitarists, alike. I managed large parties, weddings, funerals, birthdays and reunions, etc for the 3 years. It was a dream restaurant and the whole city supported me.

EDUCATION:

Albany Medical Center School of Nursing 1976 diploma

Buffalo State College 1991 B.S. Art and Design

Pierre Finkelstein Institute of Decorative Painting – Diploma in decorative Arts, 1996

**FINANCIAL ANALYSIS:**

Income Statement	Pro Forma		
	Year 1	Year 2	Year 3
Sales	\$168,000	\$300,000	\$500,000
COGS	\$20,000	\$20,000	\$120,000
Gross Profit	\$148,000	\$280,000	\$380,000
Total Expenses	\$20,000	\$48,000	\$120,000
Other Income	\$2,000	\$100,000	\$100,000
Other Expense	\$100,000	\$124,000	\$48,000
<b>Net Income</b>	<b>\$30,000</b>	<b>\$208,000</b>	<b>\$312,000</b>
<b>Ratio Analysis</b>			
Sales Growth	NA	0.79	0.67
Gross Profit	0.88	0.93	0.76
Operating Exp.	0.12	0.16	0.24
EBIT	0.18	0.69	0.62

Previous business – Silver Spruce Bed and Breakfast – Ms. Moran indicated that the current owner is a wonderful woman, however, she was operating the bed and breakfast on a minimal basis renting only six rooms and only open on a seasonal basis. Ms. Moran indicated that the property has a potential to be utilized in a much larger capacity for weddings, camping/RV's, with a larger commercial restaurant/tavern (open to the public or guests) and a barn bunkhouse.

**Pro Forma:**

- Ms. Moran believes that the Pro Forma she provided is conservative and her industry experience will enable her to hit the projected sales revenues and expenses provided.
- The underwriter provided the Pro Forma notes below that Ms. Moran provided for the facility.
  - Year 1 projections include expanded rooms, increased rates, and camping income of \$2,000 and other expenses of \$100,000 in construction/renovations. In Year 2 she hopes to have the majority of the construction completed with the facility fully functioning. In Year 2 she shows \$100,000 in other income from weddings and other expenses of \$124,000 in construction/renovations. In Year 3 Ms. Moran showed other income of \$100,000 for weddings and \$48,000 in other expenses/payroll. Ms. Moran expects to be the only employee initially and then add two part-time equivalents in Year 2-3 and expand from there. Ms. Moran does

not intend on taking an owners draw or salary from the business as she has the personal financial means to do so.

- Rental of 10 rooms at \$150 per night at full capacity for one month is \$42,000.00/month. 50% capacity \$21k. 25% capacity \$10,5k/month.
  - The full rental of the existing 10 rooms for the 4 summer months would bring in \$168k, not including food/drink sales.
  - 10 campsites @ \$50 per night is \$500 per night. A minimum of 10 rentals/week bringing \$2k /more per month.
  - Projected future income within 3 years, as the rooms are upgraded and the services expanded with the full restaurant open:
    - 10 rooms @ \$250 per night at full capacity \$2,500.00/night \$75k/month possible without including food/drink income. My restaurant experience with a coffee house and no alcohol sales, brought me about \$60k/month gross.
    - Tavern sales, here, should also be around \$60,000.00 per month, as that portion becomes available. This is \$120k/month.
  - Projections are just that. None of those financials included even one event or one wedding a week or a month, which would bring in a minimum of \$20k/wedding. Then there are the accommodations for the bunkhouse, the camping fees and the wedding/event guest room rentals. This Inn and property are so perfect, I anticipate 5 weddings a year at minimum, covid depending. I have years of experience catering big events from my Buffalo restaurant venues, which I will count on for success.
  - I will train service staff, cooks, bartenders, housekeeping and grounds people, for the anticipated events. I've managed all of this for 14 years with a staff of 20 in 2 restaurants at once, by myself, and it was always fun, beautiful and successful. Loyal multitasking staff is key. Customers will find us. I know this to be true. I have always respected my staff and paid them a living wage, and they stayed for years and became like family. I am presently working on selling them my Buffalo venues. Respect for staff is guaranteed.
    - "With my lifelong experience in restoring buildings, building new restaurants in old buildings, managing restaurants, running commercial kitchens, cooking in all of my restaurants, interior design and decoration and being a landlord of many and mother of 3 kids with numerous friends to cook for nightly, I can comfortably say that I can do this. I will have to ballpark costs to assume funds needed for my new business, at this point, but I'm confident that I am close."
-

**North Country Transformational Tourism Fund**

Original

Cash Flow Analysis	Pro Forma		
	Year 1	Year 2	Year 3
<b>Net Profit/Loss</b>	<b>\$30,000</b>	<b>\$208,000</b>	<b>\$312,000</b>
Add: Depreciation	\$0	\$0	\$0
Add: Interest	\$2,938	\$2,801	\$2,663
<b>Total Cash for Debt</b>	<b>\$32,938</b>	<b>\$210,801</b>	<b>\$314,663</b>
North Country Transformational Tourism Fund (\$300,000; 20 years at 1%)	\$16,556	\$16,556	\$16,556
<b>Total Debt</b>	<b>\$16,556</b>	<b>\$16,556</b>	<b>\$16,556</b>
<b>Debt Coverage Ratio</b>	<b>1.99</b>	<b>12.73</b>	<b>19.01</b>

- Interest was added back for analysis and depreciation was not provided for the Pro Forma.
- If the Pro Forma holds true the business should have no issue servicing the proposed debt for the project. Ms. Moran appears to have the personal assets to buffer any business transition and cash flow the proposed project.

Balance Sheet	At Closing
	TBD
Current Assets	\$ 300,000.00
Capital Assets – At Cost-	\$ 850,000.00
Other Assets	\$ -
<b>Total Assets</b>	<b>\$ 1,150,000.00</b>
Current Liabilities	\$ 13,618.46
Long Term Liabilities	\$ 286,381.54
Other Liabilities	\$ -
<b>Total Liabilities</b>	<b>\$ 300,000.00</b>
<b>Total Shareholders' Equity</b>	<b>\$ 850,000.00</b>
<b>Total Liabilities &amp; Shareholders' Equity</b>	<b>\$ 1,150,000.00</b>
<b>Working Capital</b>	<b>\$286,382</b>
<b>Current Ratio</b>	<b>22.0</b>
<b>Debt/Worth</b>	<b>0.4</b>

Current Assets:

- Cash on hand for planned construction projects \$300,000.

Capital (Fixed) Assets:

- Ms. Moran's purchase price of the property without improvements factored in \$850,000.

**Current Liabilities:**

- Short-term portion of North Country Transformational Tourism Fund due in one year or less: \$13,618.46.

**Long-Term Liabilities**

- Long-term portion of North Country Transformational Tourism Fund due in one year or more: \$286,381.54.
- 

**PERSONAL FINANCIAL/CREDIT ANALYSIS:**

Personal Financial Statement – Ms. Patricia Moran - As of March 9<sup>th</sup>, 2021 shows current assets of cash on hand or in banks of \$42,000, accounts and notes receivable of \$70,000 and she shows fixed assets primarily located in real estate of \$4,600,000. She owns two summer cottages in Boston, MA, a multi-use commercial building in Buffalo NY valued at \$3,000,000, and two restaurants valued at \$500,000. Her assets total \$4,737,000 and she does not show any installment accounts, liabilities, or liens/mortgages against any of her properties.

- Ms. Moran indicated on her personal financial statement that since COVID-19 she closed her two restaurants that have been open 15 years and is putting them up for sale, in addition, to her house. She current has \$70,000 in escrow with the realtor for her contract to purchase 2003 Route 9, Shroon Lake, NY closing in April 2021.
- Ms. Moran indicated that she is the sole principle of Simply Myself, Inc. and this is the corporation which she started for her restoration of 212-220 Grant Street, Buffalo NY a multi-use commercial building. That corporation does have a mortgage of \$300,000 with Evans Bank.

**CREDIT ANALYSIS**

Personal Credit Report: Patricia A. Moran – As of April 8<sup>th</sup>, 2021 – Ms. Moran had a FICO credit score of 811 with no derogatory accounts on public record and all accounts paid as agreed. She shows a credit limit of \$56,000 that appear to be revolving lines of credit with low balances totaling \$275.

Corporate Credit Report: Dalai Mama, Inc. – As of March 31, 2021 – Dalai Mama, Inc with an address of 212-220 Grant Street, Buffalo, NY 14222, had a credit logic score of 79 indicating the credit is a low risk with current month days beyond terms 5 days or less with 7 years in business and one employee. The credit report did not show any bankruptcy's, collections', judgements, or liens.

---

**COLLATERAL ANALYSIS:**

- 1<sup>st</sup> mortgage and assignment of rents and leases on 2003 Route 9, Shroon Lake NY.
- 1<sup>st</sup> lien position on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of Dalai Mama, Inc.
- Personal Guarantee of Patricia Moran.
- Corporate Guarantee Dalai Mama, Inc.

<b>Collateral Analysis</b>	
At Cost (Real Estate, FF&E)	\$850,000
<b>Total Collateral</b>	<b>\$850,000</b>
<b>Total Collateral less liens</b>	<b>\$850,000</b>
<b>North Country Tourism Fund (1st mortgage and lien position on all business assets)</b>	<b>\$300,000</b>
<b>Loan to Value All Lenders</b>	<b>35.3%</b>

- Ms. Moran indicated that she purchased the property for \$850,000 due to the current owner's personal rapport with Ms. Moran. Ms. Moran believes the property appraises for \$1,500,000 without improvements. The seller wants the property to go to someone who will preserve and improve its legacy.
- At the cost of \$850,000 without improvements and a 1<sup>st</sup> mortgage and assignment of rents and leases the North Country Transformational Tourism Fund should have sufficient collateral for the proposed request.

**CONTINGENCIES:**

1. Owner Cash/Equity contribution of \$850,000.
2. Personal Guarantee of Patricia Moran.
3. Corporate Guarantee of Dalai Mama, Inc.
4. Since this is an existing business labor peace does not apply.
5. Provide a copy of a satisfactory appraisal.
6. 1<sup>st</sup> mortgage and assignment of rents and leases on 2003 Route 9, Shroon Lake, NY.
7. 1<sup>st</sup> lien position on all machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of Dalai Mama, Inc.
8. NYS has MWBE requirements for purchases made with these funds. At least 30% of purchases must be made from NYS certified Minority Business Enterprises or NYS certified Woman Business Enterprises.



*Property Features*

**Style:** Colonial  
**# Stories:** Two  
**Bedrooms:** 11  
**Full Baths:** 9  
**Half Baths:** 2  
**Year Built:** 1840  
**Apx Total SqFt:** 9700  
**Fin Above Grade SqFt:** 9100  
**Fin Below Grade SqFt:** 800  
**# Fireplaces:** 9  
**Town:** Schroon  
**Subdivision:** None  
**County:** Essex  
**School District:** Schroon Lake  
**Area:** Schroon Lake Area  
**Lot Dimensions:** 12.46  
**Apx Acreage:** 12.45  
**Waterfront:** Yes

**Exterior:** Wood Siding  
**Roof:** Asphalt, Slate  
**Basement/Foundation:** Finished-Partially, Walkout, Stone  
**Garage/Carport:** 3 Car Garage, Attached Garage, Detached Garage  
**Water Heater:** Oil  
**Heating:** Heat Pump, Oil/Hot Water, Wood Stove  
**A/C/Cooling:** Heat Pump, Window Unit(s)  
**Electric:** 400 Amps  
**Water/Sewer/Gas:** Spring, Septic  
**Road/Lot Description:** Paved, Public, Borders State Land, Level, Outdoor Lighting, Rolling, View, View-Mountains, View-Water  
**Waterfront Info:** River  
**Views:** River, Wooded  
**Fireplace:** Ventless Gas Heater, Living Room, Family Room, Master Bedroom  
**Appliances:** Carbon Monoxide Detector, Clothes Washer, Clothes Dryer, Dishwasher, Freezer, Microwave, Range/Oven-Gas, Refrigerator, Smoke Detector

**Exterior Features:** Barn/Shed, Deck, Guest House, Hot Tub, Outdoor Lighting, Porch, Porch-Covered, Porch-Enclosed, Trees

**Unit Location:** None/Residential

**HOA Incl/Amenities:** No HOA

**Documents/Exemptions:** Deed, Property Condition, Survey, Basic STAR

**Zoning:** Mixed

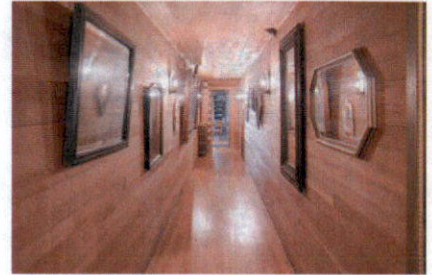
---

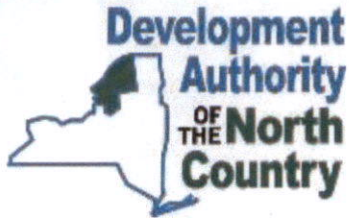
**Remarks:** Stately historic Adk Mansion of elite Sallie Miller Smith (Roosevelt's friends). Restored to its prime, This magnificent home includes features; ballroom, tavern, prohibition hide-away, 10 fireplaces, 2 wood stoves, brass piping, old ringing state/dumb waiter, formal gardens w/fountain, gazebo, HUGE Carriage Barn (5k sf) w/servant apt. and 2 upscale B&B rooms, plus 3 levels of 'man cave'. Pure forever spring water source, borders state riverfront land at the Falls (fun tubing). \$160K+ of furnishings/fixtures/biz name/etc. INCLUDED! Book written on property, as well as published in formal gardens

---

Information Herein Deemed Reliable but Not Guaranteed

MLS #: R144398A





**Board Resolution No. 2021-05-81**  
**May 20, 2021**

**TECHNICAL SERVICES AGREEMENT  
VILLAGE OF TUPPER LAKE  
AFFORDABLE HOUSING CORPORATION GRANT**

Whereas, pursuant to **Resolution #2016-03-44**, Authority staff provided program delivery and grant administration services to administer a NYS HOME program on behalf of the Village of Tupper Lake, and

Whereas, **Resolution # 2019-03-44** authorized a Technical Services Agreement with the Village of Tupper Lake to provide grant writing for an application to be submitted to New York State to fund an affordable housing program in the Village and further specified that the Development Authority would be asked to provide program delivery and grant administration services if the application is funded by New York State, and

Whereas, the Village was notified on March 11, 2021 that its application for \$400,000 was funded to assist 12 eligible homeowners with repairs to their homes, and

Whereas, the Village has asked the Authority to provide program delivery and grant administration services for this grant, and

Whereas, the Authority will be utilizing the Village's code enforcement officer to complete certain duties relating to the program delivery as outlined in the technical services agreement.

Now, therefore be it

**RESOLVED**, Development Authority of the North Country does hereby authorize a technical services agreement with the Village of Tupper Lake of up to \$35,000 to provide program delivery and grant administration for a NYS Affordable Housing Corporation grant, 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 - <b>Yes</b>	Henry - <b>Present</b>	Johnson - <b>Yes</b>	Mastascusa - <b>Yes</b>
Carter - <b>Yes</b>	Hollenbeck - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Doheny - <b>Present</b>	Hunt - <b>Present</b>	McGrath - <b>Absent</b>	Turck - <b>Yes</b>
Hefferon - <b>Absent</b>			

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-81 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.



Frederick J. Carter  
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

**TECHNICAL SERVICES AGREEMENT**

**WITH THE**

**VILLAGE OF TUPPER LAKE**

This Agreement entered into this 30 day of March 2021, by and between:

**VILLAGE OF TUPPER LAKE**, a municipal corporation of the State of New York having an office building and principal place of business located at 53 Park Street, Tupper Lake, New York 12986, herein after referred to as "Village",

And

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

**Recitals**

- A. The Village has requested technical services from the Authority to provide program delivery and administration services for its 2019 New York State Affordable Housing Corporation Home Improvement Grant (7R18). At its Board meeting held on March 30, 2021, the Board selected the Authority to assist the Village to provide these services. **A copy of this Resolution has been attached as Exhibit A.**
- B. The Authority previously provided program delivery and grant administration services to the Village of Tupper Lake for its 2016 NYS HOME Program.
- C. The Authority has been providing similar services for the City of Ogdensburg, the Town of Wilna, the Town of Gouverneur, and Village of Massena.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

**Agreement**

- A. The Village has asked the Authority to provide program delivery and administration services for its 2019 New York State Affordable Housing Corporation Home Improvement Program (7R18). The Authority's Regional Development staff will provide these services. The Authority has been providing similar services to the City of Ogdensburg, Town of Wilna, Town of Gouverneur, and the Villages of Tupper Lake and Massena.
- B. The Authority will take directions only from Village designated representatives.

C. The Authority will comply with the rules and regulations of the New York State Affordable Housing Corporation Affordable Home Ownership Development Program found at 21 B NYCRR Parts 2160 et seq. (as amended through May 31, 2012).

1. Scope of Services:

1.1 The scope of services that will be performed by the Authority consists of the following: 1) Grant Administration; 2) Program Delivery Services.

1.1.1 Grant Administration

In its role as Grant Administrator, the Authority shall:

- a. Prepare all necessary paperwork for submission to the Village for fund drawdowns;
- b. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program,
- c. Assist local officials with the organization of books and accounts required,
- d. Establish a filing system for the program and maintain records,
- e. Assist the Village with the Environmental Review Requirements necessary for program,
- f. Application intake and processing for eligibility,
- g. Review pool of contractors for eligibility and market for new contractors to expand pool of eligible firms,
- h. Schedule inspections with in-house Construction Consultant and others,
- i. Assist Village with all reporting necessary during and at program completion.

1.1.2 Program Delivery

In its role in providing Program Delivery, the Authority shall be responsible for all of the day-to-day activities surrounding the rehabilitation components of this housing program, including but not limited to, the following:

- a. Solicit through a public outreach process, consistent with the application criteria, potential clients to the AHC program;
- b. Screen potential clients for income eligibility and other program criteria;
- c. Identify and recommend eligible clients for assistance through the AHC program to the Review Committee;
- d. Review and coordinate scope of work items identified by the Lead Based Paint Risk Assessment on a project-by-project basis;

- e. Prepare an Environmental Review Form for each project file, and prepare and submit project packet to be sent to New York State Office of Historic Preservation and local Codes Office for review and clearance;
- f. Advertise bids and send bid packets to all qualified contractors;
- g. Review contractor proposals for completeness and prepare comparison sheet;
- h. Schedule meeting with homeowner to select contractor;
- i. Draft grant agreement, note and mortgage, and coordinate with Village for homeowner to execute;
- j. Close out project file.

1.2 In its role as grant recipient, the Village shall provide the following Grant Administration and Program Delivery services:

1.2.1 Grant Administration

- a. Establish a separate, non-interest bearing checking account specifically for AHC eligible activities and maintain all records;
- b. Process payment requests to AHC;
- c. Perform the Environmental Review as required by AHC;
- d. Monitor compliance with AHC;
- f. Complete all necessary reporting to AHC;
- g. Upon project completion, record Note and Mortgage in Clerk's Office;
- h. Assist Development Authority in marketing the program to potential clients.

1.2.2 Program Delivery

- a. Conduct inspections and take photographs to identify and describe structural, mechanical or other building system defects in accordance with program policy guidelines;
- b. Develop a written set of specifications to include items identified in Section 2.2a above including MWBE requirements;
- c. Upon receipt of approvals, prepare final work items and in-house cost estimate for bidding purposes;
- d. Meet with homeowner to go through scope of work items;
- e. Review contractor proposals and make recommendations based on program guidelines;
- f. Meet with homeowner and contractor to review work items and sign projector agreement. The Agreement is between the Homeowner and the Contractor. Notice to proceed issued.
- g. Conduct 50% completion inspection and obtain photos, and approve payment requests;
- h. Conduct final inspection and obtain photos, approve payment requests;

### 1.3 Reporting

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

## 2. Payment

### 2.1 Grant Administration and Program Delivery-Authority

The Village shall pay the Authority \$35,000 for Grant Administration and Program Delivery as identified in Section 1.1 and 1.2 above at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for direct expenses such as mileage and postage; provided, however, that the total cost of such services shall not exceed the amounts outlined in Table 1.

The Authority shall bill no less than quarterly for Grant Administration and Program Delivery by submitting properly itemized and supported documentation, and payment thereof shall be made by the Village within 30 days of receipt of invoice. Rates are subject to change 4/1 annually.

TABLE 1 – Authority Labor Hour Burdened Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$102	NA
Sr. Project Development Specialist	\$85	NA
Project Development Specialist	\$62	NA
Project Engineer	\$85	NA
Admin Assist	\$50	NA

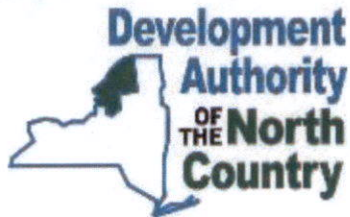
### 2.2 Grant Administration and Program Delivery-Village

The Village shall retain \$5,000, or \$417 per project, for grant administration and program delivery.

2. The Village shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
4. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

5. (a) 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 this Agreement.  
  
(b) 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 this Agreement.
6. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
7. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
8. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.
9. 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.
10. 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.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.





**Board Resolution No. 2021-05-82**  
**May 20, 2021**

**OPERATING PERMIT RULES AND REQUIREMENTS  
MATERIALS MANAGEMENT FACILITY  
REVISION**

Whereas, the Development Authority of the North Country operates the Materials Management Facility, a regional landfill, under New York State Department of Environmental Conservation Operating Permit #6.225/00007/00006, and

Whereas, the Operating Permit issued to the Authority requires the establishment of operating rules and requirements applicable to entities which utilize the regional landfill, and

Whereas, to obtain access and utilization of the regional landfill requires the user to possess a valid access permit issued by the Authority upon the user certification of their understanding and acceptance of all applicable rules, local laws, State and Federal requirements, and

Whereas, to obtain an access permit, the user shall complete an application provided by the Authority, provide adequate proof of insurance and pay an annual permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2011-02-10** the Development Authority of the North Country's Solid Waste Landfill Rules were last revised, and

Whereas, it is necessary for Executive Management to periodically review and update said permit requirements, rules and fees, to accurately reflect current requirements.

Now, therefore be it

**RESOLVED, that the Authority Executive Director is hereby authorized to implement said rules, applications, permits and fees attached hereto and incorporated into this Resolution, effective May 20, 2021.**

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-82 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

# **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

## **MATERIALS MANAGEMENT FACILITY**

### **Solid Waste Disposal Permit Requirements, Permit Application & Landfill Site Rules**

**NYSDEC Operating Permit # 6-2252/00007/00006**



**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
MATERIALS MANAGEMENT FACILITY**

**23400 NYS RT 177**

**RODMAN, NY 13682**

**PHONE: (315) 661-3230 FAX: (315) 661-3231**

**[www.danc.org](http://www.danc.org)**

**[www.northcountryrecycles.org](http://www.northcountryrecycles.org)**

**Rev. APRIL 2021**

# Development Authority of the North Country Governance Policies

**Subject: Solid Waste Disposal Permit Requirements,  
Permit Application and Landfill Site Rules**

**Adopted: May 20, 2021**

**Resolution: 2021-05-XX**



---

## Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

### Table of Contents

SECTION 1.0 INTRODUCTION .....	2
SECTION 2.0 PERMIT TERMS AND CONDITIONS.....	2
SECTION 3.0 PERMIT PROCESS.....	3
SECTION 4.0 ENFORCEMENT .....	3
SECTION 5.0 APPROVED LANDFILL ROUTES .....	3
SECTION 6.0 RECYCLING.....	4
SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS.....	4
SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS.....	7
1 Materials Management Facility Information.....	7
2 Vehicle Requirements .....	7
3 Safety Requirements .....	7
SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS.....	8
SECTION 10.0 SPECIAL CONDITIONS .....	9
SECTION 11.0 WASTE CATEGORIES .....	10
1 Acceptable waste.....	10
2 Unacceptable waste.....	10
3 Radiation Detection.....	11
4 Special waste .....	11
SECTION 12.0 Unloading Assistance/Dig Out Policy .....	11
Unloading Assistance/Dig Out Authorization Form.....	12
Permit Application .....	13

**These rules and regulations apply to the disposal of all solid waste at the Development Authority of the North Country's (the Authority) Materials Management Facility (MMF), Rodman, NY. In addition, the provisions of Local Law 1 of 2014 for Jefferson County, Local Law 3 of 2015 for Lewis County and Local Law 2 of 1997 amending Local Law 5 of 1991 for St. Lawrence County (Local laws) shall be applicable to all permits issued hereunder and must be fully complied with by the permit holder.**

## **SECTION 1.0 INTRODUCTION**

All companies, haulers, municipalities or other entities shall obtain a permit issued by the Development Authority of the North Country authorizing the permit holder to dispose of solid waste at the Authority's regional landfill in Rodman, NY.

1. Any permit issued by the Authority shall be subject to the terms, conditions, rules and regulations set forth hereunder, in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
2. The Authority reserves the right to deny a permit to any hauler, company, partnership, municipality or other entity that it deems unfit based on prior activities, information submitted in the permit application or obtained from reliable sources.
3. The Authority reserves the right to revoke any permit for failure to comply with the terms, conditions, rules and regulations set forth hereunder and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
4. The Authority reserves the right to refuse to renew a permit in the event the permit holder has failed or is failing to comply with terms, conditions, rules and regulations set forth hereunder, and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
5. Failure to comply with the terms, conditions, rules and regulations, and requirements of a permit issued hereunder and/or failure to comply with the Local Laws, shall subject any such permit holder to penalties, including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

## **SECTION 2.0 PERMIT TERMS AND CONDITIONS**

1. This permit shall be renewed in accordance with the provisions set forth in these procedures.
2. The permit holder shall comply with all Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.
3. The permit holder shall respond to any notice it receives from the Authority which requests a response in the fashion and within the time set forth in any such notice.
4. All loads of solid waste shall be tarped at the time of delivery to the Authority's landfill. Failure to tarp or cover loads arriving at the landfill may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
5. The permit holder shall use only the routes designated in the permit application for delivery of solid waste to the Authority's Landfill. (See Section 5.0)
6. Solid waste and recyclables shall not be commingled at any time. (See Section 6.0)
7. The permit holder shall procure and maintain vehicle and general liability insurance throughout the term of the Permit. (See Section 7.0)

8. Waste will be accepted only from Jefferson, Lewis, and St. Lawrence Counties unless requested and authorized in advance. Exceptions for accepting waste from outside this tri-county area will be determined based on beneficial use and need for the proposed waste as determined by the Director of Materials Management. Beneficial use waste from outside the tri-county area shall require approval from the Executive Director.

### **SECTION 3.0 PERMIT PROCESS**

1. Companies, haulers, municipalities or other entities must apply for and be granted a MMF Waste Disposal Permit. Permits are valid for a period of one year, from April 1<sup>st</sup> through March 31<sup>st</sup>. Permit applications received after April 1<sup>st</sup>, but before March 31<sup>st</sup>, will be valid only through March 31<sup>st</sup> and will not be prorated. The permit application form must be filled out completely and submitted along with the appropriate fees and required documentation or it will be returned or denied at the Authority's discretion. Applicants shall supply a Certificate of Insurance (See Section 7) to the Authority at the time their application is submitted.
2. Upon receipt of the permit application, Authority staff shall review the application for completeness and accuracy. If information presented by the applicant appears accurate and complete, and applicant deemed fit to be issued a permit, the permit will be granted.
3. The Authority will send a permit renewal application prior to the permit expiration date, if the permittee remains in good standing. The renewal application must be completed and returned along with any required fees and documentation before the expiration of the current permit. Failure to submit the renewal application or provide the required fees and documentation will result in the expiration of the hauler's permit. A new and complete application must then be submitted for reinstatement.
4. Upon issuance of a permit, the hauler will be given an identification decal for each vehicle that has been registered on the permit application and for which the registration fee has been submitted. The decal is specific to the vehicle and shall not be affixed to any other vehicle for any reason. The decal must be affixed to the appropriate vehicle prior to entry in the landfill. The hauler must complete the vehicle registration form and remit the appropriate fee for any vehicle that the hauler wishes to add to the permit. Only vehicles registered to the applicant may be added to the applicant's permit. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. There will be no charge for modifications of that nature.

### **SECTION 4.0 ENFORCEMENT**

Failure to comply with any provision of relevant Federal, State or Local laws or these Rules and Regulations, may subject the permit holder to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, reporting to regulatory agencies or any other action deemed appropriate by the Authority. The Authority reserves the right to assess monetary penalties for violations of these permit rules and regulations that escalate with repeat offenses.

### **SECTION 5.0 APPROVED LANDFILL ROUTES**

A condition of a permit to use this facility requires that you and/or your employees use the following main routes for delivery of any solid waste to the Materials Management Facility, located at 23400 NYS Rt. 177, Rodman, NY.

From points north: Interstate 81 South or US Rt. 11 South to NYS Rt. 177 East  
From points south: Interstate 81 North or US Rt. 11 North to NYS Rt. 177 East  
From points east: NYS Rt. 12 or County Rt. 194 to NYS Rt. 177 West

Waste hauling vehicles should not use County Rt. 69, County Rt. 68 (Zoar Rd.), County Rt. 155 (Dry Hill Road) or Fuller Road. The only exception is if you are coming directly from a designated customer on those roads. Waste haulers that are reported to be traveling these roads may be asked for verification of the load origin and

may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the Permit holder's permit.

## **SECTION 6.0 RECYCLING**

Recycling is mandated by New York State General Municipal Law § 120-aa. Under this law, municipalities are required to enact local recycling laws. Please refer to the local laws of the counties that you service for specific requirements.

1. The Authority prohibits the commingling and disposal of recyclables with solid waste. In order to qualify for a waste disposal permit at the Authority's landfill, a hauler of solid waste **must**:
2. Offer customers recycling services in addition to solid waste disposal.
3. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.
4. Provide information to customers about what materials are collected for recycling in this region and what is prohibited from being disposed of in the trash.
5. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.
6. Spot check customer loads for compliance with recycling.
7. Disclose to the Authority how recyclables are collected, where the collected recyclables are disposed of and provide annual tonnages of recyclables collected on the recyclable report form that is sent to the permit holder annually at the beginning of the year for the previous year's activities.

Additionally:

1. Loads containing 30% or more recyclable material, as determined by Authority staff, may be subject to surcharges, fines or rejection of the load. Surcharge will be double the tipping fee rate at a minimum.
2. Companies with repeat violations of excessive recyclables in their loads may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
3. **Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.**
4. Unacceptable wastes as defined in 11.2 of this section may be returned to the hauler for proper disposal if the unacceptable waste is still intact and may be safely returned to the hauler's vehicle, preferably by mechanical means.

## **SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS**

To the fullest extent permitted by law, the Permit Holder shall defend and indemnify DANC, all of its officers, agents, and employees from and against all liability, claims, damages or losses in any way arising out of or resulting from the transporting or dumping of waste or the operation of the permit holder's vehicles or equipment whether or not such claim, damage, loss or expense is based in whole or in part [or solely] upon any negligent act or omission of DANC or any of its officers, employees or agents.

*Please submit a current certificate of insurance with this application. Do not send under separate cover.*

The "Certificate(s) of Insurance" to be filed with the application shall be acceptable by the Authority and executed by the representatives of an insurance company duly licensed, authorized and qualified to do business in the State of New York, evidencing that said insurance company has issued liability and property damage insurance policies. The Authority must be listed as certificate holder as listed below and cover the following:

Development Authority of the North Country  
Materials Management Facility  
23400 New York State Route 177  
Rodman, New York 13682

**1. Commercial General Liability**

- Commercial General Liability with Limits of Insurance not less than \$1,000,000 each Occurrence and \$2,000,000 Aggregate, \$2,000,000 Products & Completed Operations Aggregate ("Completed Operations Coverage").
- No deductibles allowed.
- CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, Products & Completed Operations coverage, and personal and advertising injury and contractual liability. Copy of General Liability schedule of forms and endorsements may be requested for further review.

**2. Automobile Liability**

- Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.
- Business Auto Liability must provide coverage for all owned, non-owned and hired/borrowed automobiles.
- If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

**3. Workers Compensation/Employers Liability**

- Workers Compensation and Employers Liability shall be maintained for the State of New York and the Authority for all employees with coverage meeting the required statutory limits for this insurance.
- The Contractor must obtain ONE of the following forms as proof of Workers' Compensation coverage:
  - **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or
  - **Form U-26.3** issued by the State Insurance Fund; or
  - **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or
  - **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
  - **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.
- On forms where a certificate holder can be indicated, the name of the Development Authority of the North Country shall be entered in this field, as the insurance carrier will notify the certificate holder if a policy is canceled.

**4. Commercial Umbrella Policy**

- Umbrella Limits must be \$5,000,000. Umbrella policy must follow form on the Commercial General Liability, Automobile Liability and Workers Compensation/Employers Liability.

## 5. New York State Disability/Paid Family Leave

- Coverage must be statutory for all employees in New York State.
- Proof of Disability Benefits Coverage:
- To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the Development Authority of the North Country (Authority). For each new contract or contract renewal, the Authority must obtain ONE of the following forms from the Contractor to prove the Contractor has appropriate disability benefits insurance coverage:
  - **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
  - **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
  - **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage

**Primary Coverage:** All insurance policies shall provide that the required coverages shall apply on a primary and not on an excess or contributory basis to any other valid and collectible insurance that may be available to any Additional Insureds. Any insurance maintained by any Additional Insureds shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance regardless of any "other insurance" clauses contained in any Additional Insureds policies.

**Additional Insureds:** Except Workers Compensation Permit Holder shall name the Development Authority of the North Country, the State of New York, as additional insureds with respect to all operations at the Landfill. The additional insured status shall be on a primary and non-contributing basis over all other valid and collectible insurance. Attached to each applicable certificate of insurance shall be copies of the Additional Insured Endorsements.

**Cancellation.** The Insurance *shall remain in effect for the term of the permit* and shall provide that written notice shall be given to the Development Authority of the North Country at least thirty (30) days prior to any change in the conditions of the certificate or any expiration or cancellation thereof.

**Waiver of Subrogation:** Waivers of subrogation applies in favor of DANC to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage), Automobile Liability, Commercial Property/Inland Marine, Commercial Umbrella, Workers Compensation/ Employers Liability, and any other insurance or self-insurance of the Permit Holder. Permit Holder waive all rights against the Authority, the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waivers of subrogation shall be effective even though the Authority, the State of New York would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premiums directly or indirectly, and whether or not any of them had an insurable interest.

### **\*\*Important\*\***

***It is the responsibility of the permitted hauler to ensure that a current certificate of insurance is sent to the Materials Management Facility upon renewal of your insurance policy. This may or may not coincide with the renewal date of your permit. Haulers will not be allowed to enter the facility if their certificate(s) have expired, if the Authority is not listed as certificate holder or additional insured where required or if a cancellation notice is received without being followed by a reinstatement notification.***

## SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS

### 1. Materials Management Facility Information

The Materials Management Facility is located at 23400 NYS Rt. 177, Rodman, NY. Waste receiving hours are Monday through Friday, from 7:15 AM to 3:00 PM. The facility is closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Tipping fees are based on weight as determined by the Authority's scales. Rates are determined annually by the Authority Board of Directors. Gate rates and any other applicable charges can be found on the Authority's website, [www.danc.org](http://www.danc.org).

### 2. Vehicle Requirements

- Hauler vehicles must be tandem axle or larger and "self-unloading".
- Vehicles must be equipped with front and rear tow hooks.
- All loads must be tarped per DEC Law Enforcement Regulations and in a manner such that it contains the waste in the vehicle and does not allow escaping litter.
- Vehicles must be in good repair such that leachate does not discharge from the vehicle except within the active landfill area.
- All vehicles must be equipped with a functioning audible back up alarm. All vehicles must be equipped with a functioning CB radio.

**Note: The MMF has the right to refuse entry to any vehicle that it determines not to be in compliance with these requirements.**

### 3. Safety Requirements

- Drivers and other personnel must wear approved reflective, high visibility safety attire at all times while outside their vehicles in the active landfill area. Approved apparel is a minimum of a safety vest. All outer garments (safety vest, t-shirt, sweatshirt, jacket if the outermost layer of clothing) must meet or exceed ANSI/ISEA 107-2020, Class II standards, with no obstructions and in a condition such that the reflectivity or visibility is not compromised.
- Drivers and other personnel are required to wear an **approved** hardhat, meeting a minimum of ANSI/ISEA Z89.1-2014, Class C, Type I or Type II standard at all times while outside their vehicles in the active landfill area. Bump caps do not satisfy this requirement.
- Drivers and other personnel are required to wear **appropriate** footwear while outside their vehicle in the active landfill area. Approved footwear must meet ASTM F2413-18 (PR) standards, which has steel toes and are puncture resistant.
- The use of safety glasses while outside the vehicle in the active landfill area is required.
- All vehicles are required to have a working CB radio set on Channel 2 to enable communication with MMF operations personnel and will be required to make contact with MMF staff before proceeding up to the working face. MMF personnel monitor Channel 2. No cursing or other foul language will be tolerated on CB or MMF radios.
- Backup alarms are required and must be in working condition.

- When entering the active landfill area, drivers will stop at the point where indicated by signage. The driver **will not** proceed to the tipping floor until he has been notified by MMF operations personnel (on the CB radio) to do so.
- **The use of cell phones, ear buds, company radios or any other non-authorized audio equipment while operating any motor vehicle is prohibited on Authority property.** CB use is permitted in the active landfill area for communication with operators ***only when the vehicle is not moving.***
- **No smoking** is allowed in the active landfill area or within 25 feet of any building at any time.
- Drivers must remain with their vehicle while at the MMF. No person under the age of 16 is permitted outside the vehicle.
- Spacing between vehicles while dumping is a minimum of 15 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
- Drivers should not stand near the rear of the vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should remain in their vehicle at all times at the working face. If necessary to exit the vehicle, drivers should make eye contact with landfill equipment operators or any other vehicle operator and wait for direction before approaching.
- The Authority reserves the right to detain any waste hauling vehicle and its driver on site for any reason deemed appropriate until the matter that warranted the detention is resolved.

## **SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS**

1. The landfill site speed limit is 15 mph. The access road to the landfill site speed limit is 30 mph. Drivers exceeding the posted speed limit will be issued a verbal warning for the first offense. For additional offenses, the driver's company may be notified and/or the driver may be barred from the facility.
2. All waste hauling vehicles must weigh in and weigh out. The driver will stop and wait at the spot that is designated by signage until the scale clears.
3. No untarping or turnbuckles are to be undone prior to entering the staging area at the working face. Drivers must remain in their vehicles while waiting in line at the scales.
4. The scale operator will direct traffic flow via a traffic light.
5. When requested, the hauler will supply the scale operator with all the required information about the load that is to be disposed of. This includes the material type, the county from which the waste is coming, and any other information that the scale operator requests. Our automated system currently allows driver to enter this information at the kiosk before entering the active landfill. Tipping fees will be billed to the hauling firm unless alternate arrangements have been approved. Drivers unable to supply the required information about their load will not be allowed to dump until the information can be obtained.
6. All manifests, bills of lading or other written documents about the load will be presented to the scale operator during the inbound process before the driver leaves the scale.
7. Any hauler willfully misrepresenting required information about their load or attempting to deliver other than acceptable waste as defined herein by the MMF, may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
8. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
9. The MMF reserves the right to reject any load containing unacceptable or unauthorized waste, including recyclables. Additionally, MMF personnel may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory agency, has inspected the material. The MMF may also take any corrective action it deems appropriate, but not limited to, excavating, loading, transporting and disposing the unacceptable waste at proper facilities, all

at the cost to the hauler. The hauler agrees to assist the MMF or other legally constituted enforcement agency in efforts to identify the origin of the unacceptable waste.

10. Prohibited materials found within the load may be returned to the hauler.
11. Scavenging of dumped waste will not be permitted at any time.
12. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.
13. Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.
14. If a hauling vehicle becomes stuck in the landfill, the MMF will provide assistance under the following conditions:
  - The driver must request assistance.
  - The driver must attach the towing device (chain/cable) to the front or rear tow hooks on his vehicle.
  - The driver shall remain in his vehicle during the retrieval process and apply slight power as the tow devices start to pull,
  - The Authority shall not be liable for damages resulting from the retrieval process.
  - The Authority reserves the right to refuse assistance and require the hauler to obtain professional towing service.
  - Stuck vehicles will not be pushed by Authority personnel under any circumstances.
15. There is absolutely no overnight staging of waste on landfill property outside the active landfill area.

#### **SECTION 10.0 SPECIAL CONDITIONS**

1. Receiving time restrictions may apply to certain materials as deemed necessary by the Authority.
2. **Approved friable asbestos loads, or any other material that may require special handling and must be scheduled 24 hours in advance. Asbestos that is manifested as friable, will be handled and billed as friable asbestos.**
3. All asbestos containing material (non-friable) must be identified as such to the scale operator. Although legally transported on the roadway as construction debris, non-friable asbestos will be tracked and handled differently at the landfill.
4. Dig out/unloading assistance for loads that cannot be discharged will be available by MMF operations. Hauling companies must first complete the Unloading Assistance/Dig Out Authorization Form (included in this document). (See Unloading Assistance/Dig Out Policy-included in this document- for additional information.) A fee for this service may apply. The driver will be required to request the assistance. Any charges incurred for this service will be indicated on the scale ticket.
5. Materials that require special handling and loads containing excessive recyclable materials may be subject to surcharges and/or fines.
6. A fee for an environmental cleanup may be assessed to the hauler that causes a spill or other incident requiring a cleanup. Such incidents include, but are not limited to, hydraulic oil, brake fluid or fuel leak or spill, leachate discharge other than at the working face, loss of contents from the hauler's load other than at the working face or any other action that requires a cleanup of materials or contents. The fee will be determined by the number of MMF employees needed to perform the cleanup, the length of time the cleanup took and the equipment and/or materials needed to properly cleanup the area(s). This fee will be assessed to the hauler's account. Failure to pay the associated charges may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

## SECTION 11.0 WASTE CATEGORIES

### 1. Acceptable Waste

The Authority will accept the following for disposal:

Non-hazardous solid waste, including municipal solid waste, commercial waste, industrial waste, construction, and demolition debris, non-hazardous petroleum contaminated soil and municipal and industrial sludges as approved by Authority staff.

### 2. Unacceptable Waste

The Authority will not accept the following for disposal:

- Septic tank pumping
- Liquid wastes
- Industrial or commercial liquids, sludges, slurries which are less than 20 % solid or contain free liquids
- Large dead animals
- Explosives
- Pesticides
- Herbicides
- Hot ashes
- Sealed containers
- Clean containers 5 gallons or larger shall not be disposed of unless the ends have been cut off and container crushed
- Hazardous wastes as identified in 6NYCRR 360-1.5(b) or Part 371
- Any empty drums or containers which previously contained hazardous waste
- Fluids/Liquids produced from oil or gas production
- Ferrous and non-ferrous scrap metal (including motor vehicles)
- Waste oils
- Green waste
- Waste Tires - except solid rubber tires (non-pneumatic)
- Infectious waste and untreated regulated medical waste
- Lead acid batteries (including motor vehicle batteries)
- Source-separated rechargeable batteries
- White goods (refrigerators, stoves, air conditioners, etc)
- Source-separated mercury containing products
- Mercury-added consumer products as defined in ECL section 27-2101 or mercury added thermostats as defined in ECL section 27-2901
- Source-separated household hazardous waste
- Any other source separated items that are subject to legislatively enacted product stewardship programs in New York State
- Low level radioactive waste, processed and concentrated naturally occurring radioactive material (NORM) waste.
- Source-separated electronic waste (computers, monitors, TV, computer peripherals, etc.)
- Source-separated recyclable materials (as noted on the list of acceptable recyclables(see [www.NorthCountryRecycles.org](http://www.NorthCountryRecycles.org))
- Mattresses and mattress foundations/box springs

### 3. Radiation Detection

The facility is equipped with a Radioactive Waste Detection System required by NYSDEC and meeting 6NYCRR Part 363 requirements. Vehicles disposing waste at the facility will pass through the scales as well as the Radiation Detection Units located at the southern end of the scales. The goal is to minimize exposure to radiation for our employees and customers and its potential to cause serious effects for human health and environmental impacts.

The system continuously monitors background levels when a vehicle passes through the system. The system measures the radiation levels and alarms at a detection point 4 times the background level. If radiation is detected the system will indicate whether it's a level 1, 2 or 3 alarm depending on how many times above background level. At this point the driver will be notified by customer service and directed to pass through the system 2 more times to confirm the levels. Following confirmation of the level the driver will be directed to a specific staging area for testing as necessary. The policy allows for returning to the generator or stage the container until the waste degrades to acceptable levels.

### 4. Special Waste

Any waste that is composed of a material that has the potential to exhibit any characteristic of a hazardous waste as defined in NYCRR Part 371, Section 371.3 and 40 CFR Section 261; ignitibility, corrosivity, reactivity, or toxicity or any waste, due to its composition or origin, requires special handling for disposal. The Authority will require analytical testing, Safety Data Sheets (SDS), profile forms or manifests as a condition of acceptance of such wastes. Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, industrial wastes and asbestos. **Special wastes require prior approval by the Authority.** The Non-Asbestos Special Waste Profile form must be completed and can be found here: <https://www.danc.org/for-haulers> on the Development Authority website.

## SECTION 12.0 Unloading Assistance/Dig Out Policy

All vehicles entering the facility to dispose of waste are required to be **self-unloading**. When a specific need requires it, assistance to release the load will be provided by Authority staff under the following conditions:

1. The permit holder must have a signed *Unloading Assistance/Dig Out Authorization* form on file with the Authority.
2. The driver must request the assistance after exhausting all reasonable efforts to self unload.
3. The permit holder assumes full liability for any damage to the vehicle or any of its parts during the dig out assistance that is not due to gross negligence on the part of Authority staff performing the dig out.
4. Dig out will only be performed from the rear of the vehicle and any waste not removed from this procedure will be the responsibility of the hauler.
5. The driver will remain in the vehicle during the dig out process.
6. The dig out assistance will be performed in accordance with the working face traffic. Managing traffic flow and tipping floor conditions takes precedence over digging out loads.
7. Dig out assistance is not a substitute for vehicles that are in disrepair and cannot self-unload. Any hauler vehicle for which repeated requests are made for unloading assistance due to a mechanical problem may be denied until the vehicle is repaired and in good working order.
8. There will be a charge for unloading assistance/dig out services for loads that do not self-unload. Those charges can be found on our website, [www.danc.org](http://www.danc.org) along with our gate rates and other surcharges. The charge for the assistance will be assessed on the scale ticket for the associated transaction.
9. There will be no charge for dig out assistance for frozen loads on days that Authority staff declares a weather day, for which one can reasonably expect incoming loads to be frozen.
10. The Development Authority of the North Country reserves the right to refuse unloading/dig out assistance at its discretion.

**Unloading Assistance/Dig Out Authorization Form**

Please complete and submit with permit application if you wish to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

**Additional charges may apply**

Company Name \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ acting as owner/agent/authorized representative of the above named organization, do hereby acknowledge the requirements of the Development Authority of the North Country as specified in the Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules to perform unloading assistance/dig outs at the Authority's Materials Management Facility. Furthermore, I will inform our drivers of this agreement and authorize them to initiate the unloading assistance as they deem necessary. I understand that there will be a charge for this service unless told otherwise. This organization holds harmless and releases the Development Authority of the North Country and any agent acting on their behalf, from all liability for any damage caused by the action of providing the unloading assistance. I realize that the personnel performing the assistance will take reasonable precaution to prevent any damage.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

-----  
**Acknowledgement**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Permit Application**  
(Application Fee \$100.00)

**Development Authority  
of the North Country  
Materials Management Facility**

**Waste Disposal Permit Application**

Official Use Only	
Permit Number:	_____
Rec'd Date:	_____ Completed Date: _____
Check No.:	_____ Cash: _____
Total Fee:	_____

**Part 1: Applicant Information:**

(Please type or print legibly)

Business Name : \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

Does applicant have a current NYS DEC Part 364 Permit? \_\_\_\_\_ Yes \_\_\_\_\_ No

**If yes, please attach a copy to this waste disposal permit application**

**Part 2: Organizational Profile**

Legal Name of Company : \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship  
\_\_\_\_\_ LLC \_\_\_\_\_ Municipality \_\_\_\_\_ Other (please specify) \_\_\_\_\_

**Billing statement/invoice email address(es):**  
\_\_\_\_\_

**Part 3: Waste Identification**

**Please identify all types of material or waste for which you are requesting to be permitted for disposal:**

- |   |                                      |
|---|--------------------------------------|
| _____ Municipal Solid Waste (MSW)-Residential | _____ MSW -Commercial                |
| _____ Industrial Solid Waste*                 | _____ Construction/Demolition Debris |
| _____ Municipal / Industrial Sludge*          | _____ Contaminated Soil*             |
| _____ Asbestos*                               | _____ Ash*                           |
| _____ Other (specify): _____                  | _____ Bulk Asbestos*                 |

*\*Authorization is required on a per case basis for these materials.*

**For companies that haul municipal, commercial or industrial solid waste, please indicate how recyclables are collected:**

- |                        |                       |
|------------------------|-----------------------|
| _____ source separated | _____ dual stream     |
| _____ single stream    | _____ other (specify) |

**For companies that haul construction & demolition debris, please describe what measures are taken at construction sites to provide for recyclable materials:**

---

---

**Please list where collected recyclables are taken to be disposed of (please list specific site locations)**

---

---

**Please indicate the counties that you service (and from which you will be disposing of solid waste at the Authority's landfill):**

- |                 |             |                    |
|-----------------|-------------|--------------------|
| _____ Jefferson | _____ Lewis | _____ St. Lawrence |
|-----------------|-------------|--------------------|

\_\_\_\_\_ Other-Requires Pre-Authorization (please Specify) \_\_\_\_\_

Hauling Company Name: \_\_\_\_\_

**Part 4: Industrial Waste Identifications (if applicable)**

Industrial waste means solid waste generated by manufacturing or industrial processes. (See 6NYCRR Part 360-1.2(b)(87) for examples of such wastes.)

Please identify all industrial customers for which you provide waste disposal services. Include a description of the industrial wastes generated by each customer. A completed industrial waste profile form must be approved and on file for each generator. Analytical testing or Safety Data Sheets (SDS) may be required for approval.

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

Generator Name: \_\_\_\_\_

Description of Waste: \_\_\_\_\_

**An Industrial Waste Profile is available for download from our website, [www.danc.org](http://www.danc.org)  
A completed profile and any requested SDS or analytical testing must accompany the profile in order to consider the material for disposal. All industrial waste must be pre-approved prior to disposal.**

Hauling Company Name: \_\_\_\_\_

**Part 5: Vehicle Information ---\$10.00 charge for each registered power unit.**

Please list all vehicles that you wish to permit. **Vehicles must be registered to the applicant.** An identification decal will be issued for all listed vehicles and must be affixed to that vehicle prior to entry to the landfill.

	Vehicle Type*	Vehicle Year & Make	License Plate #	Capacity (Cu Yds)	VIN#	DANC ID# Internal use only
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

\*Vehicle Type Dump truck (DT) Rolloff (R/O) Frontload(FL) Rearload(RL) Sideload(SL) Tractor(TR)

**Part 6: Application Fees**

Permit Fee (includes credit application processing): \$ 100.00

Vehicle Registration Fee:  
Number of Vehicles \_\_\_\_\_ at \$10.00 per vehicle \$ \_\_\_\_\_

Total Fees Due: \$ \_\_\_\_\_

Please make check payable to "Development Authority of the North Country" and submit with completed application to 23400 NYS Rt. 177, Rodman, NY 13682.

**Incomplete applications, applications submitted without permit fee and applications submitted without required certificates of insurance will not be processed.**

**Part 7: Certification**

In compliance with the Terms and Conditions of the Development Authority of the North Country's Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

I, \_\_\_\_\_, acknowledge that I have read and am familiar with:

\_\_\_The Authority's Permit Requirements, Application and Site Rules.

\_\_\_The Local Laws of the Counties from which I have applied to haul waste from.

\_\_\_Flow control legislation in the applicable Counties

I hereby agree to operate in accordance with such requirements in the event a permit is issued. I also affirm that the statements made on the permit application form including any attached papers are true, and that I am aware that knowingly filing false statements is subject to persecution under the Penal Law.

Accepted and Agreed to:

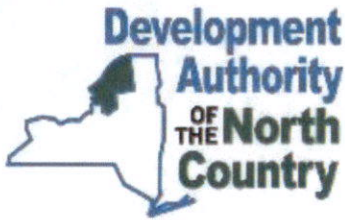
By: \_\_\_\_\_  
Principal or Owner (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Approval of this information does not relieve the applicant of responsibility of complying with any other applicable Local, State or Federal Regulations.***



**Board Resolution No. 2021-05-83  
May 20, 2021**

**SEWER SERVICE AGREEMENT AMENDMENT NO. 1  
TOWN OF LERAY  
SEWER DISTRICTS NO. 1, 2, AND 4**

Whereas, the Town of LeRay desires to amend its Sewer Service Agreement to the Development Authority of the North Country's Army Sewer Line, and

Whereas, the Town of LeRay desires to decrease its sewer allocation from average 605,000 gallons per day to 450,000 gallons per day, and

Whereas, an amended Sewer Service Agreement for the Town of LeRay Sewer Districts 1, 2, and 4 has been approved by the Town.

Now, therefore be it

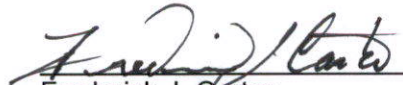
**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an amended Sewer Service Agreement with the Town of LeRay for Sewer Districts 1, 2, and 4.**

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

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-83 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

**SEWER SERVICE AGREEMENT**

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

**FOR TOWN OF LERAY SEWER DISTRICTS NO. 1, 2, & 4**

This sets forth the Sewer Service Agreement made effective April 8<sup>th</sup>, 2021 by and between the Town of LeRay ("Town"), a New York municipal corporation, with offices at 8650 LeRay Street, Evans Mills, NY 13637 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

**RECITALS**

1. The Authority owns and operates a sewer service facility between Fort Drum, New York and the City of Watertown Water Pollution Control Facility, with sufficient current capacity to accommodate the requirements of the Town of LeRay Sewer Districts Number 1, 2, and 4.
2. The Town represents and warrants that the Districts are duly established by law and that the Town has the power and authority to bind itself to the provisions hereof, and has taken or will take all action required in relation to the establishment of the Districts and all action required to authorize and perform its obligations under this Agreement including formation of the Districts, acquisition of lands, easements and rights of way, construction of Districts' facilities, compliance with the State Environmental Quality Review Act as Lead Agency and approvals, certifications and permits required by all necessary Federal, State and local agencies.
3. The Town is authorized to enter into this Agreement by Resolution dated April 8<sup>th</sup>, a certified copy of which is attached as Exhibit "A".

**AGREEMENT**

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

**ARTICLE I – AUTHORITY FACILITIES**

Section 101. Facilities. The Authority will provide sewer service as follows:

- a) The Town's total allocated flow will be set as the combined flow from all the Town's districts that are discharging sewage into the Authority's system. The Authority agrees to provide the Town with an average daily capacity of 450,000 gallons per day for Sewer Districts 1, 2, and 4.

- b) The Town agrees to periodically review its current and projected sewer usage and request an update to this Sewer Service Agreement if projected demands exceed or are less than the allocation contained in this Agreement.
- c) The Town agrees to comply with the Authority's "Approval Process for Developments Within Existing Water/Sewer Service Areas".
- d) The Town understands that future requests for additional sewer supply allocations must be approved by the Authority and the City of Watertown. The City's approval is necessary since they are receiving sewage from the Authority's system.

Section 102. Point of Delivery. Sewage from Sewer Districts 1, 2 and 4 shall enter and flow into the Authority's sewer system through two connection points. The connection points are illustrated in Exhibit "B".

Section 103. Metering. The Town will provide a meter, meeting Authority requirements, at each point of connection that will be utilized to measure flow for billing purposes.

## **ARTICLE II- OPERATION OF THE SYSTEM**

Section 201. Operation. The Authority shall operate and maintain, or contract for the operation and maintenance, of all facilities required to transport sewerage from the Districts to the City of Watertown's Water Pollution Control Facility. It shall use reasonable diligence to provide regular and uninterrupted sewer service.

Section 202. Meter Testing. The Authority, at the expense of the Town shall periodically inspect and test meters at intervals of no longer than one year. In the event the meter(s) fail to register or registers incorrectly, the quantity of service delivered during that period shall be estimated and an equitable adjustment based thereon shall be made in the invoice for that period. Meter registration deviation by less than 5% shall be deemed correct. The Authority shall have unrestricted access to the meters at all times for testing and reading.

Section 203. Leak Detection. If sewer discharge records indicate a likely leak in the system the Town agrees to conduct infiltration and inflow surveys to find the source of excess flow, and to correct any leaking lines that are located; at the Town's expense.

Section 204. Design Approval. The design and construction of new Town Facilities, which will be connected to Authority-owned systems, either directly or indirectly through existing connection points, are subject to review and approval by the Authority's Engineer.

Section 205. District Service to Others. To insure adequate capacity to serve existing users, the Districts shall not permit the use of its facility for sewer service to other municipalities or districts without the prior written consent of the Authority.

Section 206. Rules and Regulations. The Districts shall comply with all rules and regulations promulgated by the Authority, including rate schedules, and will comply with

such regulations from the Authority. With respect to the operation of its Sewer Districts, the Town will comply with applicable federal, state and local requirements, including amendments made thereto from time to time.

### **ARTICLE III - Terms**

Section 301. Term. The term of this Agreement shall be 20 years from the date hereof.

Section 302. Termination. The Authority may terminate this Agreement upon 180 days prior written notice to the Town in the event that:

- a) The Department of Army has given the Authority notice of its intention to terminate its Utility Service Agreements, Contract No. DACA 51-86-C-0143 dated June 13, 1986; or
- b) The Authority lacks sufficient excess capacity in its facility over previously-contracted reserved capacities to continue service to the Districts. In exercising its right to terminate under this clause, the Authority shall first terminate districts served by its facilities that do not serve or have not designed and constructed their facilities to serve contiguous districts. Termination of districts in both categories shall be made in inverse order of the dates of such district agreements (i.e., most recent district will be terminated first). In the event of termination of a district or districts under this provision, the Authority shall use its best efforts for re-establishing such districts alternative sewer service, with priority, consistent with system design and available financing, being given to systems serving districts in the order of initial connection to the Authority system.

### **ARTICLE IV – District Charges and Payment Thereof**

Section 401. Charges and Payment. The Authority shall take meter readings on the first non-holiday weekday of April, July, October and January in each fiscal year to determine the volume of sewer delivered from the Districts. The rate per 1,000 gallons is established annually by the Authority for each fiscal year and is based upon the Authority's debt service, operation/maintenance costs, replacement reserves and the City of Watertown's charge for treatment and prorated to the point of connection into the Authority's facility. The Town shall pay the Authority the quarterly service charge, based upon the volume discharged times the rate per 1,000 gallons, within forty-five (45) days after receipt of an invoice thereof.

Section 402. Guarantee of Payment. The Town agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements to users within the Districts and levy taxes or user charges thereon in sufficient amount each year during the term of this Agreement so that sums to be paid hereunder shall be duly provided and paid within such years. Unpaid charges and taxes shall be collected in a timely manner in accordance with applicable laws and include establishment of a lien on the real property within the Town to be levied in the subsequent year.

**ARTICLE V – Insurance & Indemnification**

Section 501. Insurance. The Town shall secure and maintain insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability. All insurance coverages shall be provided by insurers licensed to do business by the State of New York and shall name the Authority as additionally insured. The Authority shall secure and maintain insurance satisfactory to the Town and shall name the Town as additional insured on the liability policy.

Section 502. Indemnification.

- a) The Authority hereby agrees to indemnify, defend, save and hold harmless the Town from and against, and to reimburse the Town for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Town arising out of, based upon, resulting from or by reason of any negligence or material breach by the Authority of any of its warranties, representations, covenants or agreements contained.
  
- b) The Town hereby agrees to indemnify, defend, save and hold harmless the Authority from and against, and to reimburse the Authority for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Authority arising out of, based upon, resulting from or by reason of any negligence or material breach by the Town of any of its warranties, representations, covenants or agreements contained.

Section 503. Limitations of Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

**ARTICLE VI – Miscellaneous**

Section 601. No Waiver. No failure or forbearance of enforcement by the Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 602. Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 603. 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. This agreement supersedes any and all former sewer service agreements between the Town and the Authority.

Section 604. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 605. Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed as constituting any relationship, contractual or otherwise, with Fort Drum, which is in privity solely with the Authority under the Utility Service Agreement between the parties dated June 13, 1986.

Section 606. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Town and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

TOWN OF LeRay

By: Ronald C. Taylor  
Ronald Taylor, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

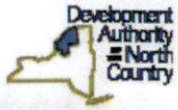
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF Jefferson ) s.s.:

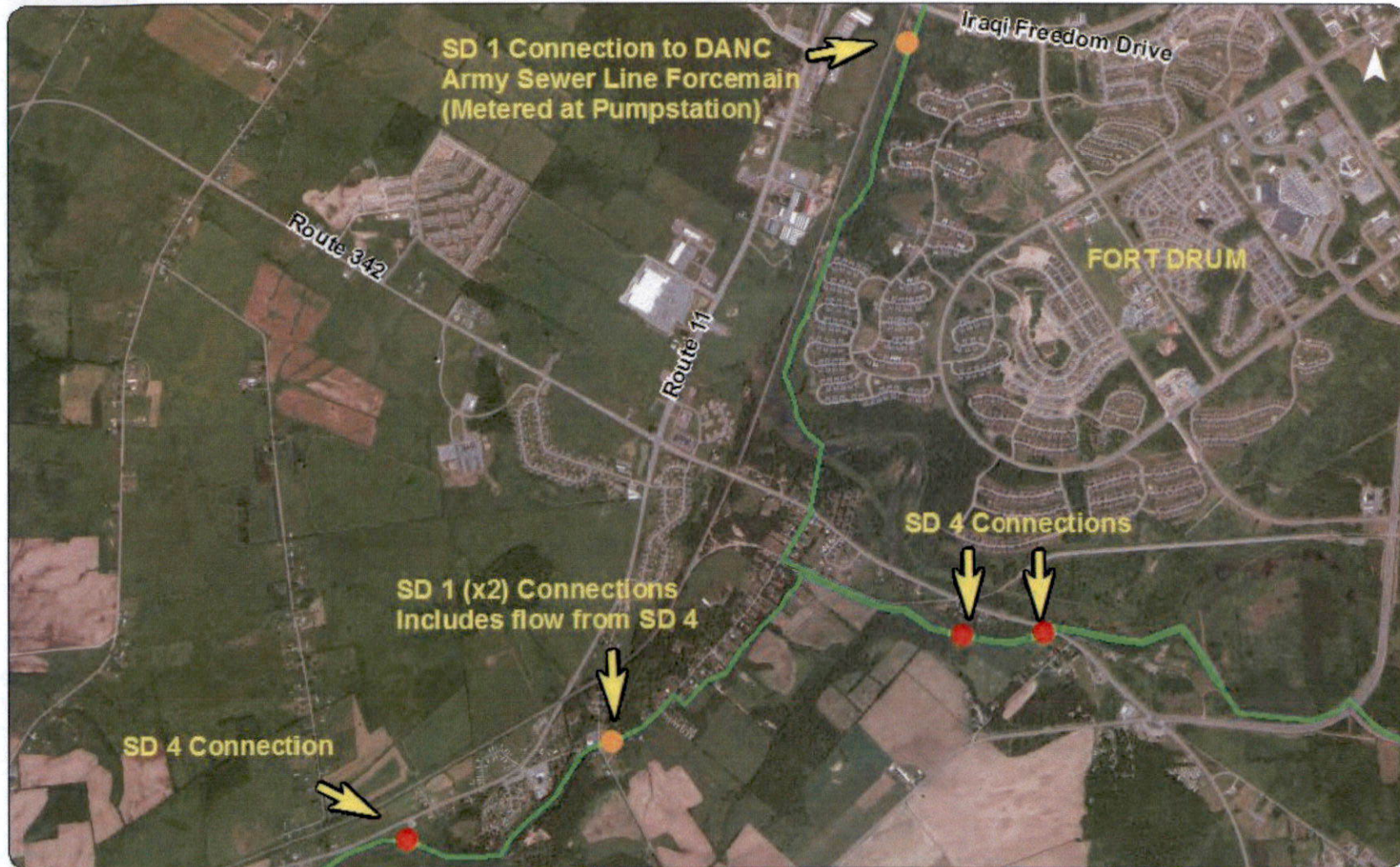
On the 9 day of April in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald C. Taylor, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Mary C Smith  
Notary Public

MARY C SMITH  
Notary Public, State of New York  
Qualified in Jefferson County  
No. 01SM5021325  
Commission Expires Dec. 13, 2021



## Exhibit B - Town of LeRay Sewer Districts 1 & 4



DANC Army Sewer Line



SD 4 Connections



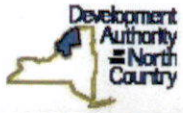
SD 1 Connections

Scale 1: 24,000

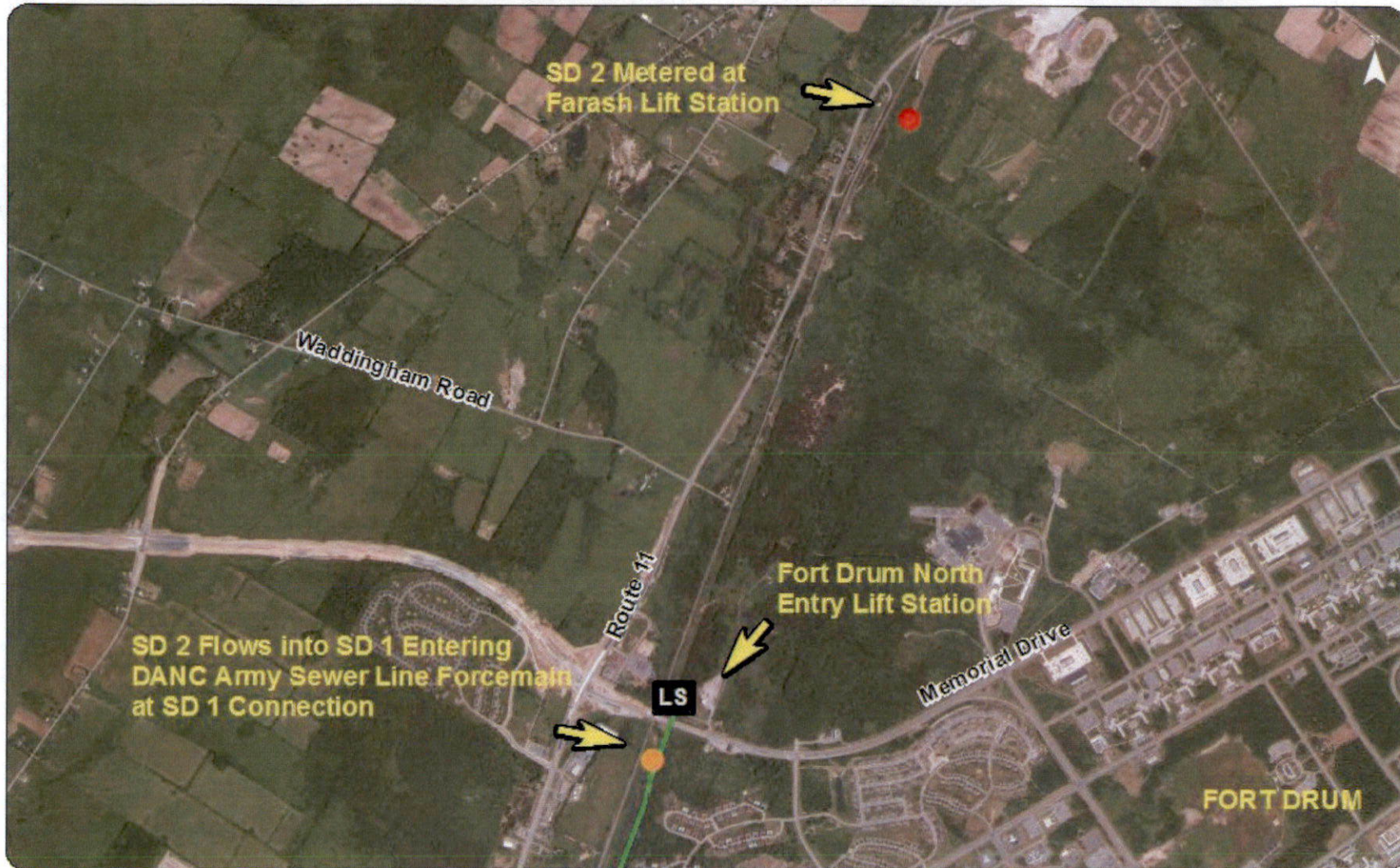
Sources:

1. Field Survey (DANC)
2. Aerial Imagery (NYS GIS)


This map is intended for display purposes only. For more detailed information, please contact Development Authority of the North Country's Engineering Department (315-661-3210)



## Exhibit B - Town of LeRay Sewer District 2



 DANC Army Sewer Line

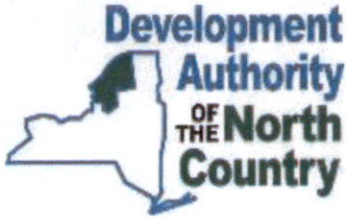
 SD 1 Meter

 SD 1 Connection

Scale 1: 24,000

Sources:  
1. Field Survey (DANC)  
2. Aerial Imagery (NYS GIS)

This map is intended for display purposes only. For more detailed information, please contact Development Authority of the North Country's Engineering Department (315-661-3210)



**Board Resolution No. 2021-05-84**  
**May 20, 2021**

**WATER SERVICE AGREEMENT AMENDMENT NO. 1**  
**TOWN OF PAMELIA**  
**WATER DISTRICTS NO. 1, 2, AND CONSOLIDATED 1**

Whereas, the Town of Pamela desires to amend its Water Service Agreement with the Development Authority of the North Country, and

Whereas, the amendment incorporates proposed changes to the Town's expanded water system as described in a Preliminary Engineering Report prepared by Barton & Loguidice to include service to Water Districts 1, 2, and Consolidated 1, and

Whereas, the Town of Pamela desires to increase its maximum day water allocation from 166,500 gallons per day to 321,300 gallons per day, an increase of 154,800 gallons per day, and

Whereas, pursuant to a Water Supply Agreement dated November 17, 2011 between the Development Authority of the North Country and the City of Watertown, New York, "The City and Authority acknowledge and agree that beginning on the effective date of this Agreement, the Authority's authorization to sell City water to Other Users from connections to the Authority's Fort Drum water line shall be set as seven hundred fifty thousand gallons per day (0.75 mgd)", and

Whereas, the Development Authority has allocated 298,500 gallons per day of its 750,000 gallons per day allocation to Other Users, resulting in an unallocated capacity of 451,500 gallons per day sufficient to provide water services to the Town's expanded water system, and leaving 296,700 gallons per day unallocated, and

Whereas, the Development Authority has reviewed and approved the Town of Pamela's request. The Town of Pamela has requested a letter of assurance from the City of Watertown confirming that capacity within the City of Watertown's water system exists to support such development, and

Whereas, the Town of Pamela has requested permanent easements to construct water supply facilities from the Development Authority of the North Country for the improvements to the Town of Pamela's water system.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Amended Water Service Agreement with the Town of Pamela for Water Districts 1, 2, and Consolidated 1, and be it further

**RESOLVED**, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to execute Permanent Easements for Water Supply Facilities with the Town of Pamela.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-84 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman

TOWN OF PAMELIA  
WATER SERVICE AGREEMENT AMENDMENT NO. 1

This sets forth the amendment made as of \_\_\_\_\_, 2021 to: the Water service agreement dated February 14, 2014; and both by and between the Development Authority of the North Country ("Authority") and the Town of Pamela, acting for and on behalf of the Town of Pamela Water Districts No. 1, 2, and Consolidated 1 ("Districts").

RECITALS

1. Recital number 1 of the 2014 agreement is hereby replaced with the following statement:

The Authority owns and operates a water service facility between Fort Drum, New York and the City of Watertown Water Treatment Plant, with sufficient current capacity to accommodate the requirements of the Town of Pamela Water Districts Number 1, 2, and Consolidated 1.

AGREEMENT

1. Section 101 of the 2014 agreement is hereby amended by the following statements:

- a) The Town's primary source of water for Districts No. 1, 2, & Consolidated 1 is the Authority's Army Water Line.

- c) The Town's total allocated flow will be set as the combined flow from all the Town's districts that are receiving Water from the Authority transmission line. The Authority agrees to provide the Town with a maximum daily flow of **321,300 gallons per day**. This capacity allocation is based on the Preliminary Engineering Report prepared by Barton & Loguidice for the Town of Pamela dated February 2021.

2. Section 102 of the 2014 agreement is hereby amended by the following statement:

Point of Delivery. Water shall be delivered to Districts through the Town's existing connection points and a proposed connection point to the Authority's Water Transmission main. The connection points are illustrated in Exhibit B.

3. Section 103 of the 2014 agreement is hereby amended by the following statement:

Metering. The Town will maintain meters, meeting Authority requirements, at each point of connection to the Authority's Water Transmission main.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

TOWN OF PAMELIA

By: \_\_\_\_\_  
Scott Allen, Supervisor

ACKNOWLEDGEMENTS

STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) s s.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.


\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) s s.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Scott Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public

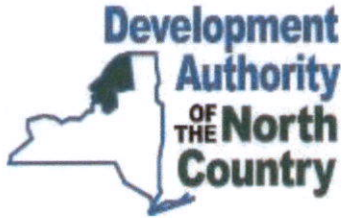



 Development Authority of the North Country  
 Engineering Division, GIS  
 29557 NYS Route 37  
 Watertown, NY 13601  
 Contact: GISsupport@danc.org or 315-961-3228



### Exhibit B Connection Points

1 inch = 1,900 feet	Revisions
Author: Star Carter	
Date: 5/5/2021	
Document Name: Pamela_AWL_ConnectionPoints_043021	



## **Board Resolution No. 2021-05-85**

**May 20, 2021**

### **CAPITAL PROJECT TELECOMMUNICATIONS NEW YORK POWER AUTHORITY RFP**

Whereas, in order to provide increased reliability and diversity in their communications, security, and monitoring network the New York Power Authority (NYPA) issued a Request For Proposal (RFP) for dark fiber from their Durand Road substation in Plattsburgh, New York to the NY State Thruway in Albany, and

Whereas, NYPA contacted the Authority to ask if we plan to bid on the RFP because we currently have fiber in the Plattsburgh substation and only 4 potential bidders attended the pre-bid meeting, and

Whereas, in order to provide competitive pricing for this important initiative the Authority will work with two private companies to complete the dark fiber connection requested in the RFP, and

Whereas, if we are successful in the RFP, NYPA will pay all construction and IRU costs in advance so we will recover such costs within 60 days of project completion, and

Whereas, the Authority will partner with Uniti and Crown Castle, two national service providers, to provide service coverage to the network.

Now therefore be it

**RESOLVED**, that the Development Authority of the North Country Board of Directors authorizes the Executive Director to respond to the RFP, and if successful execute a 20 year IRU agreement with NYPA for the construction and maintenance of a dark fiber network, and be it further

**RESOLVED**, the Authority herewith authorizes an agreement with UNITI and Crown Castle for an IRU in fiber between Plattsburgh and Albany to complete said NYPA project, and be it further

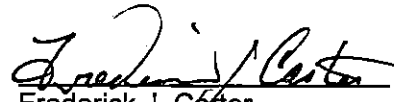
**RESOLVED**, the Authority herewith authorizes the Comptroller to establish a capital project in the amount of \$1,000,000 (NYPA Dark Fiber Project), with said funds to come from the telecommunications capital reserve.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-05-85 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 20th day of May, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 20th day of May, 2021.

  
Frederick J. Carter  
Board Chairman