



Board Resolution No. 2023-07-56

July 7, 2023

**OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT
VILLAGES OF CARTHAGE AND WEST CARTHAGE
WATER POLLUTION CONTROL FACILITIES**

Whereas, the Villages of Carthage and West Carthage (hereinafter "Villages") have been under contract with the Development Authority of the North Country to provide Operator of Record and Management Services for the Villages' Water Pollution Control Facility (WPCF) since 1998, and

Whereas, the most recent five year contract for Operator of Record and Management Services was approved and became effective June 1, 2019 pursuant to **Resolution No. 2019-02-15** for a total contract amount of \$665,963, and

Whereas, the Villages have requested the Authority provide additional operator and maintenance services, and

Whereas, the Authority has provided the Villages with a proposal for Operations, Maintenance and Management Services for a period of five year as follows:

Year 1 – \$367,000
Year 2 – \$374,000
Year 3 – \$382,000
Year 4 – \$390,000
Year 5 – \$397,000, and

Whereas, the Authority and the Villages will execute a separate Memorandum of Understanding to document the agreed upon terms and conditions by which the Villages' existing employee will transfer to the Authority's employment.

Now, therefore be it

RESOLVED, that the attached Operation, Maintenance, and Management Services Agreement, by and between the Authority and the Villages, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

BE IT FURTHER RESOLVED, that the Executive Director is authorized to negotiate and execute a Memorandum of Understanding, by and between the Authority and the Villages to document the agreed upon terms and conditions by which the Villages' existing employee will transfer to the Authority's employment.

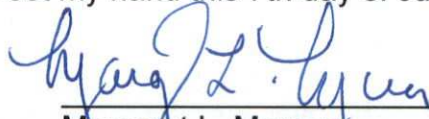
Motion by: T. Hefferon
Seconded by: A. MacKinnon

Bibbins – Yes	Hefferon – Yes	Hunt - Present	Mastascusa – Yes*
Doheny – Absent	Henry - Present	MacKinnon – Yes*	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Absent	Virkler – Yes*

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-07-56 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 7th day of July, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 7th day of July, 2023.



Margaret L. Murray
Board Chairperson

OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT

VILLAGES OF CARTHAGE AND WEST CARTHAGE
WATER POLLUTION CONTROL FACILITIES

This sets forth the Management Services Agreement made as of _____, 20____, by and between the **VILLAGE OF CARTHAGE**, a New York municipal corporation with offices at 120 South Mechanic Street, Carthage, New York 13619, and the **VILLAGE OF WEST CARTHAGE**, a New York municipal corporation with offices at 61 High Street, Carthage, New York 13619, ("Villages"), and the **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. The Villages have determined that the Authority is qualified and equipped to provide Operation, Maintenance & Management Services for the Villages' Water Pollution Control Facilities and desires to engage the Authority for such services. The Villages are authorized to enter into this Agreement by Resolution dated _____, 2023 a certified copy of which is attached as Exhibit "A".
2. The Authority desires to provide Operations & Management Services for the Villages' facilities described in this agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) "Authority Officer" means the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Village Officer" means the Village of Carthage President and Village of West Carthage Mayor, or any authorized representative of each Village.
- 3) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for the clean water programs within New York State, referred to as the "DEC".
- 4) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 5) "Fiscal Year" for the Villages means the period of twelve (12) calendar months beginning with June 1st of any year and ending with May 31st of the next, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year and ending with March 31st of the next year.
- 6) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, costs of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 7) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 8) "SCADA", Supervisory Control and Data Acquisition system owned by the Villages and used by the Authority to remotely monitor certain facilities.
- 9) "GIS", Geographic Information Systems employed by the Authority to map infrastructure assets.
- 10) "Water Pollution Control Facilities", the municipally owned wastewater facilities, described in detail on Record Drawings, Operation and Maintenance Manuals, and Engineering Reports developed by Hazen & Sawyer, GHD and BCA, that the Authority will be responsible for operating, maintaining, and managing as outlined below:
 - a. Water Pollution Control Facility
 - b. Water Street Lift Station
 - c. Long Falls Lift Station
 - d. Ox Specialty Paper, LLC. Metering Building
 - e. Village of Carthage/Petawatt Metering Building
 - f. Town of Champion Sewer District 2 Metering Station

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Villages hereby engage the Authority to provide Operation, Maintenance and Management Services for the Villages' Water Pollution Control Facilities providing a Water Quality Supervisor and Water Quality Operators/Technicians to operate and manage the facilities.

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

1) **MANAGEMENT SERVICES**

For this contract, the Authority will provide a Water Quality Supervisor to provide Management Services of the Water Pollution Control Facilities. The Authority shall ensure the facilities are operated in accordance with all local, state and federal laws, policies and guidelines. The Authority will provide a Water Quality Supervisor exclusively assigned and dedicated to the Villages of Carthage/West Carthage Water Pollution Control Facilities ("WQ Supervisor").

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

- Budgeting - provide input on the Villages' wastewater capital and operating budgets. Review financial reports prepared by the Villages' Clerk/Treasurer and work with Villages' staff to monitor and control sewer expenses.
- Planning – including setting objectives, developing routine procedures, problem solving and decision-making.
- Organizing – including assigning responsibilities for work activities so that the plant's mission will be achieved and delegating authority necessary to properly accomplish work activities.
- Directing – ensuring that the day-to-day plant functions are carried out.
- Controlling – evaluating results and performance against a set of objectives. This includes the evaluation of financial, technical and personnel objectives.
- Safety – oversee administration of the Villages' Health & Safety program for the Water Pollution Control Facilities operations and ensure that tasks are performed in accordance with the Villages' safety program.
- Implement an asset management plan for the Villages' wastewater infrastructure and incorporate into a Computerized Maintenance Management System. Including annually updating this document ahead of the Villages' budget setting process to inform the Board and staff on the condition of their critical assets.

- Oversee and manage the Villages' Significant Industrial User (SIU) program.
- Provide technical input and recommendations in the annual operation and maintenance and capital budget process.
- Provide technical input and recommendations in present and future wastewater engineering and construction projects.
- Implement and improve preventative maintenance plans and work orders.
- Recommend routine repair/replacement of equipment.
- Coordinate with the Villages for routine purchases of supplies, chemicals, services and equipment necessary for plant operations.
- Coordinate facility daily operations, process decisions, maintenance and sampling to maintain compliance with the permits and applicable regulations.
- Coordinate daily work assignments, weekend coverage and emergency call-in schedules of operators.
- Compile monthly operation and maintenance reports for Villages' Management.
- Interface with regulatory agencies, engineering consultants, Villages' officials and customers.
- Provide technical input and recommendations for writing grants and obtaining funding.
- Assist the Authority's Board Certified Safety Professional with periodic Health & Safety inspections of the Villages' Water Pollution Control Facilities, identify and implement corrective actions to ensure compliance with the Occupational Safety & Health Administration (OSHA) General Industry standard (29 CFR 1910) as administered by the Public Employee Safety & Health (PESH) Bureau.
- Coordinate activities with Superintendents of both Villages Department of Public Works, as needed.
- Attend Joint Sewer Board meetings.

2) **OPERATION & MAINTENANCE SERVICES**

Wastewater System Services	
Daily Tasks	
•	Schedule and assign staff to operational duties
•	Perform NYS DEC permit required daily sampling/testing
•	Perform process control daily sampling/testing/measurements and make process adjustments as necessary to maintain optimum facility performance
•	Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits, and report to regulatory <u>agency's</u> as necessary
•	Visual inspection of the operation of the wastewater treatment plant and lift stations; inspect and examine all pumps, electrical equipment and piping for proper operation
•	Maintain records of daily operations
•	Perform daily inspections of all lift stations and record daily data
•	Place orders, sequence and schedule with vendors for chemical deliveries, waste removal and part/inventory deliveries
•	Manage subcontracted laboratory
•	Perform NYALERT notifications for the WPCF and Villages' DPWs
•	Perform daily manufacture recommended maintenance tasks for all equipment
•	Perform daily inspections of the chemical bulk storage tank
•	General housekeeping of treatment plants and pump stations
•	Snow removal and lawn mowing of the wastewater facility utilizing the Villages' equipment, specifically 1 riding lawn mower (Ferris ISX800ZB or equivalent), 1 weed whacker (Stihl FS56RC or equivalent), F-250 with plow and a Bobcat S570 currently located at the wastewater facility
Weekly Tasks	
•	Perform NYS DEC permit required weekly sampling/testing
•	Perform process control weekly sampling/testing/measurements and make process adjustments as necessary to maintain optimum facility performance
•	Perform weekly manufacturer recommended maintenance tasks for all equipment
•	Perform weekly inspections of all lift stations and record weekly data
•	Completion of weekly facility safety tasks
Monthly Tasks	
•	Perform NYS DEC permit required monthly sampling/testing
•	Perform monthly required sludge disposal sampling
•	Compile and distribute monthly status report to the Villages
•	Compile and distribute monthly operations report and discharge monitoring report to regulatory agencies
•	Perform monthly manufacturer recommended maintenance tasks for all equipment
•	Perform monthly inspections of all lift stations and record monthly data
•	Completion of monthly facility safety tasks
•	Manage Significant Industrial Users (SIUs)

agencies

Quarterly Tasks
<ul style="list-style-type: none"> • Perform NYS DEC permit required quarterly sampling/testing
<ul style="list-style-type: none"> • Perform quarterly manufacturer recommended maintenance tasks for all equipment
<ul style="list-style-type: none"> • Collect samples for quarterly & annual regulatory reports
<ul style="list-style-type: none"> • Completion of quarterly facility safety tasks
<ul style="list-style-type: none"> • Review of SIU sampling events
Annual Tasks
<ul style="list-style-type: none"> • Perform NYS DEC permit required semi-annual & annual sampling/testing
<ul style="list-style-type: none"> • Compile and distribute annual required reports to regulatory agencies (Fast Report On Significant Industries (FROSI), NYSDEC Flow Certification, Water Treatment Chemical (WTC) Report, Discharge Monitoring Report (DMR)-Quality Assurance (QA) Study, Spill Prevention Report (SPR))
<ul style="list-style-type: none"> • Schedule annual backflow prevention testing
<ul style="list-style-type: none"> • Schedule annual flow meter calibrations
<ul style="list-style-type: none"> • Perform annual inspection of SIU facility's
<ul style="list-style-type: none"> • Perform annual manufacture recommended maintenance tasks for all equipment
<ul style="list-style-type: none"> • Review and update asset management plan
<ul style="list-style-type: none"> • Renew annual, biannual & 5-year permits with NYS DEC
<ul style="list-style-type: none"> • Perform 1 & 5 year inspections of the chemical bulk storage tank
<ul style="list-style-type: none"> • Collect and distribute 3 year SIU industrial chemical surveys
<ul style="list-style-type: none"> • Perform 5 year inspections of dental facilities and compile/distribute the Mercury Minimization report to regulatory agencies
<ul style="list-style-type: none"> • Perform 5 year WET testing and compile/distribute the report to regulatory agencies

3) **OPERATOR OF RECORD SERVICES**

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

4) **ASSIGNED AUTHORITY STAFF**

The Authority's Director of Water Quality Management shall be the primary representative of the Authority for providing other management services. WQ Supervisors shall represent the Authority providing Management Services. WQ Operators/Technicians will perform day-to-day maintenance and operations. Other staff will be provided as needed.

5) **ADDITIONAL SERVICES**

- a) Transportation for Authority employees to complete the routine tasks described above.
- b) Computer equipment, cell phones, employee uniforms, safety gear, and other items personally assigned to employees and required to perform work.

- c) Employee training and licensing costs.
- d) GIS: Through execution of this Contract, the Authority will, at no additional charge, provide web-based hosting services for these datasets under provisions set forth in Appendix A. The Authority agrees to provide the Villages with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Villages elect to keep its GIS data on a private portal, the Villages agree to pay an annual fee for private portal GIS hosting services. The Villages may elect not to utilize this service.
- e) High Speed Internet: Through the execution of this Contract, the Authority will provide fiber to the Villages' Wastewater Facilities, which is utilized for Supervisory Control and Data Acquisition (SCADA), for no additional charge. This service will be provided free of charge, as long as this contract remains in effect.
- f) SCADA/Controls: Through the execution of this Contract, the Authority will provide up to 50 hours of SCADA and Controls Systems maintenance, troubleshooting, modifications or upgrades. Any additional time requested of the Authority by the Villages will be reimbursed as Additional Services. The Villages shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services.

6) **EMERGENCY PROCEDURES & SERVICES**

- a) The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will take immediate action to minimize liability to the Villages' facilities while notifying the Village of Carthage President and Village of West Carthage Mayor.
- b) The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours in excess of 8 consecutive hours will be billed at the employee's overtime burden compensation rate specified in Appendix B.

7) **GENERAL**

- a) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- b) Authority representatives will take directions only from the Village representatives designated by the Villages to oversee this contract.

ARTICLE III - Term

Section 301. Term. The term of this agreement shall be five (5) years, commencing _____, 20____ and ending _____, 20____ to coincide with the Village's fiscal year.

ARTICLE IV - Compensation

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

Year 1 – \$367,000
Year 2 – \$374,000
Year 3 – \$382,000
Year 4 – \$390,000
Year 5 – \$397,000

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

Section 402. Emergency-related Equipment and Material. The Villages shall pay the Authority the cost of equipment rental and material used and incurred by the Authority in coping with an emergency. The Villages will make payment within 30 days following receipt by the Villages of a proper invoice of such costs so incurred.

Section 403. Additional Work. The Villages may request the Authority to perform work, in addition to that described in Article II, Employment and Scope of Services. The Villages shall pay Authority the cost thereof according to Appendix B, within 30 days following receipt by the Villages of a proper invoice therefore.

ARTICLE V - Villages Responsibilities

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

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

Section 503. Villages Expenses.

- 1) The Villages will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials, chemicals, utilities, SCADA computer, SCADA software licenses, permit fees, and other supplies and capital costs necessary to operate and maintain the Water Pollution Control Facilities.
- 2) The Villages will be responsible for the operation, maintenance, and management of the sanitary sewer collection system including lateral connections and cleanouts, manholes, and collection piping.
- 3) The Villages will be responsible to notify the Authority upon discovery of any sewer collection system issues, including breaks, overflows, etc.

ARTICLE VI - Termination

Section 601. Termination. The Villages and/or Authority may terminate this Agreement with or without cause upon 365 days prior written notice, provided however, that the Villages shall pay the Authority all contractual expenses at a prorated rate based upon the annual authorized contract amount incurred by the Authority to the date of termination.

ARTICLE VII – Insurance/Liability

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

Section 702. Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Villages 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 Villages will not be liable to the Authority in the event of a breach beyond its 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.

Section 703. Indemnification. The Villages shall be solely liable for, and shall indemnify, defend and hold harmless the Authority from any claims, suits, judgments, causes of action, liability, or business losses, which result from or arise out of claims brought by Teamsters Local 687 concerning the services to be performed by the Authority at the Carthage/West Carthage Water Pollution Control Facility.

ARTICLE VIII - Accounts

Section 801. Accounts and Audits. All accounts, reports and other records generated by Authority by or required under this agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Villages. Such records shall be retained by Authority for a minimum of three years following the expiration or earlier termination of this agreement or an extended agreement.

ARTICLE IX – Miscellaneous

Section 901. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the Operation and Management Services of the Villages' Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The Villages 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 Villages arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

Date: _____

VILLAGE OF CARTHAGE

By: _____
Michael Astafan
President

Date: _____

VILLAGE OF WEST CARTHAGE

By: _____
Scott Burto
Mayor

Date: _____

OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT

WATER POLLUTION CONTROL FACILITIES VILLAGE OF CARTHAGE AND WEST CARTHAGE

APPENDIX A – WEB-BASED GIS HOSTING FOR VILLAGE OF CARTHAGE

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

Section 201. Base Services. The Authority will provide the Village of Carthage and Village of West Carthage ("Villages") with the following base services at no additional charge. The scope of base services is outlined below:

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

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

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

ARTICLE III – Terms

Section 301. Term. The Authority will provide the Villages' GIS Hosting Services and IMA access at no additional cost for the term specified in Article III of the Operations and Management Services Agreement.

ARTICLE IV – Compensation

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

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

Year	Period	Annual Fee
1	06/1/23 – 05/31/24	\$1,600
2	06/1/24 – 05/31/25	\$1,700
3	06/1/25 – 05/31/26	\$1,700
4	06/1/26 – 05/31/27	\$1,700
5	06/1/27 – 05/31/28	\$1,800

Section 402. Additional Services. The Villages shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Appendix B). The Authority reserves the right to update the hourly rates annually effective April 1, i.e. the beginning of the Authority's fiscal year. The Authority will provide an updated rate table at that time. The Authority shall submit monthly invoices properly itemized and supported. The Villages will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services.

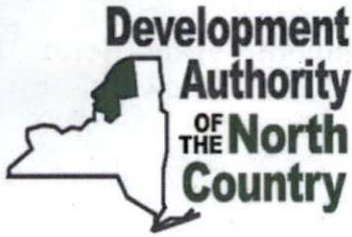
OPERATIONS & MANAGEMENT SERVICES AGREEMENT

**WATER POLLUTION CONTROL FACILITIES
VILLAGES OF CARTHAGE AND WEST CARTHAGE**

APPENDIX B

**April 1, 2023 – March 31, 2024
(Updated annually on April 1)**

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Director of Water Quality Management	\$110	NA
Assistant Director of Water Quality Management	105	NA
Controls Engineer	\$95	NA
Water Quality Supervisor Operations	\$87	NA
Water Quality Supervisor Management Services	\$83	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Water Quality Senior Operator	\$70	\$89
Water Quality Operator	\$63	\$80
Water Quality Administrative Associate	\$62	\$80
Water Quality Technician	\$57	\$71



**Board Resolution No. 2023-07-57
July 7, 2023**

**WATER QUALITY DIVISION
FY 2023-2024 OPERATING BUDGET AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating Budget for FYE 2024 pursuant to **Resolution No. 2023-02-11**, and

Whereas, the Authority has been providing Water Quality Management services to the Villages of Carthage and West Carthage since 1998, and

Whereas, the Villages of Carthage and West Carthage Joint Water Pollution Control Board have requested an expanded contract with the Authority that will increase revenue for FYE24 by \$169,367, and

Whereas, the expanded services will require two additional Water Quality Operators that will increase Water Quality contract expenses by \$157,875.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the FY 2023-2024 Water Quality Contracts Budget as follows:

<u>WQ Contracts (Company 44)</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Customer Billings	\$ 1,751,910	\$ 1,921,277	\$ 169,367
Water Quality Wages	\$ 896,226	\$ 978,895	\$ 82,669
Overtime Wages	\$ 21,126	\$ 23,419	\$ 2,293
FICA Expense	\$ 59,225	\$ 63,835	\$ 4,610
Pension Expense	\$ 105,875	\$ 114,268	\$ 8,393
Health Insurance	\$ 178,072	\$ 192,997	\$ 14,925
Workers Comp	\$ 53,692	\$ 58,378	\$ 4,686
Disability Insurance	\$ 3,212	\$ 3,532	\$ 320
Post Retirement Overhead	\$ 76,789	\$ 84,428	\$ 7,639
Water Quality Allocation	\$ 168,694	\$ 201,034	\$ 32,340
Total Change in Expenditures			\$ 157,875
Net Change			\$ 11,492

BE IT FURTHER RESOLVED, that the Development Authority of the North Country hereby amends the FY 2023-2024 Army Sewer Line Budget as follows:

<u>Army Sewer Line (Company 41)</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Change</u>
Cell Phone	\$ 20,700	\$ 21,420	\$ 720
Meals	\$ 4,500	\$ 5,000	\$ 500
Lodging	\$ 5,500	\$ 6,000	\$ 500
Training & Development	\$ 11,750	\$ 13,750	\$ 2,000
Employee Uniforms	\$ 7,900	\$ 8,600	\$ 700
Auto Repair	\$ 19,000	\$ 19,500	\$ 500
Auto Fuel	\$ 90,000	\$ 93,000	\$ 3,000
Auto Lease	\$ 134,700	\$ 153,450	\$ 18,750
Vehicle Insurance	\$ 36,600	\$ 39,270	\$ 2,670
Computer Equipment	\$ 21,000	\$ 24,000	\$ 3,000
Water Quality Allocation	(\$ 272,319)	(\$ 304,659)	\$(32,340)
Net Change			\$ 0

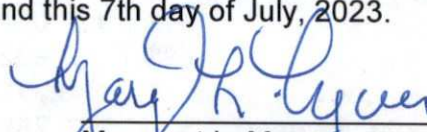
Motion by: K. Bibbins
Seconded by: A. MacKinnon

Bibbins – Yes	Hefferon – Yes	Hunt - Present	Mastascusa – Yes*
Doheny – Absent	Henry - Present	MacKinnon – Yes*	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Absent	Virkler – Yes*

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-07-57 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 7th day of July, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 7th day of July, 2023.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-07-58
July 7, 2023

ADMINISTRATIVE DIVISION
CAPITAL PROJECT BUDGET AMENDMENT
VEHICLE REPLACEMENT

Whereas, pursuant to **Resolution No. 2023-02-06** the Development Authority of the North Country established a \$324,042 capital project budget for the purchase of seven Fleet Vehicles (Project 10034), and

Whereas, pursuant to **Resolution No. 2023-07-56** the Authority approved an Operation, Maintenance, and Management Services Agreement, by and between the Authority and the Villages of Carthage and West Carthage (hereinafter "Villages"), and

Whereas, pursuant to **Resolution No. 2023-07-57** the Authority amended the operating budget of the Water Quality Division to support the additional services to be provided to the Villages pursuant to the Operation, Maintenance, and Management Services Agreement, and

Whereas, the amended budget for the Water Quality Division included the addition of two staff to provide the services requested by the Villages, and

Whereas, the two additional staff will be on-call for emergency response purposes and will travel to multiple facilities in the course of a typical day, therefore, two additional of light duty trucks will be required at a cost of \$47,500 each, and

Whereas, the Administrative Division purchases Authority fleet vehicles and leases such vehicles to the operating divisions. Therefore, the cost of such light duty trucks was included in the amended operating budget of the Water Quality Division as Auto Lease Expense.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Administrative Capital Budget for Fleet Vehicles (Project 10034) to increase the budget from \$324,042 to \$419,042.

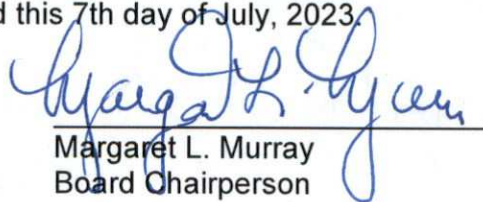
Motion by: T. Hefferon
Seconded by: E. Virkler

Bibbins – Yes	Hefferon – Yes	Hunt - Present	Mastascusa – Yes*
Doheny – Absent	Henry - Present	MacKinnon – Yes*	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Absent	Virkler – Yes*

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-07-58 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 7th day of July, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 7th day of July, 2023.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2023-07-59
July 7, 2023

**DIRECTOR OF TELECOMMUNICATIONS EMPLOYMENT AGREEMENT
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

Whereas, David M. Wolf joined the Development Authority of the North Country (Authority) on November 3, 2008 and has served as the Director of Telecommunications for approximately 15 years, and

Whereas, under Dave's leadership, the Telecommunications Division's fiber optic facilities have grown from 400 miles to approximately 2,000 miles, providing significant benefits to Jefferson, Lewis and St. Lawrence Counties, and

Whereas, in June 2023 the Authority was awarded a \$14,547,750 grant from the National Telecommunications and Information Administration (NTIA) which is the catalyst for a broadband expansion project totaling \$24,450,000 that will result in the construction of approximately 350 miles of new middle mile fiber and will enable broadband service to approximately 2,500 unserved residents, and

Whereas, the NTIA project will take three years to complete, and

Whereas, the Executive Director recommends the Authority enter into a three-year employment agreement with David M. Wolf to see the NTIA project through to completion and provide time to train his replacement.

RESOLVED, the Development Authority of the North Country herewith authorizes the Executive Director to enter into a three year employment contract with David M. Wolf based upon performance.

Motion by: K. Bibbins

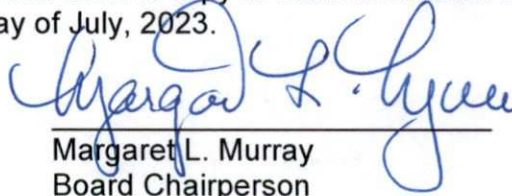
Seconded by: A. MacKinnon

Bibbins – Yes	Hefferon – Yes	Hunt - Present	Mastascusa – Yes*
Doheny – Absent	Henry - Present	MacKinnon – Yes*	Murray - Yes
Hall – Yes*	Hollenbeck – Present	McGrath – Absent	Virkler – Yes*

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-07-59 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 7th day of July, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 7th day of July, 2023.


Margaret L. Murray
Board Chairperson