

Board Resolution No. 2024-05-39
May 23, 2024

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
LEAD SERVICE LINE INVENTORY AMENDMENT NO. 1**

Whereas, pursuant to **Resolution Numbers 2017-08-89, 2021-12-131, and 2023-10-82** the Development Authority of the North County (Authority) and the Village of Malone (Village) entered into agreements to provide Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2023-08-62**, the Authority and Village entered into an agreement to provide project management, funding/financial administrative assistance, and Lead Service Line Inventory (LSLI) development ahead of the October 16, 2024 deadline, and

Whereas, the project is being funded through the Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding administered by the Environmental Facilities Corporation (EFC); and

Whereas, the BIL-LSLR funding program requires the inclusion of the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023; and

Whereas, the Agreement dated August 28, 2023 between the Village and Authority shall be amended to include the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023 as required by EFC, and

Whereas, the Authority will apply for a full waiver of the requirements as they are not applicable to the scope of work that the Authority is providing, and

Whereas, if a full waiver is not approved, then the Authority will not be able to complete the work as proposed.

Now, therefore be it

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

Motion by: K. Bibbins
Seconded by: M. Doheny

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

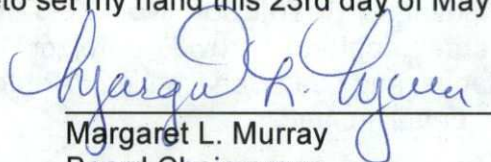
MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-39 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson

AMENDMENT 1

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT
LEAD SERVICE LINE INVENTORY**

WITH THE

VILLAGE OF MALONE

WHEREAS, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated August 28, 2023 for an amount not to exceed \$55,500 to assist the Village with the development of the state mandated Lead Service Line Inventory by the October 24, 2024 deadline; and

WHEREAS, the project is being funded through the Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding administered by the Environmental Facilities Corporation (EFC); and

WHEREAS, the BIL-LSLR funding program requires the inclusion of the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023; and

WHEREAS, the Agreement dated August 28, 2023 between the Village and Authority shall be amended to include the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023 as required by EFC, and

WHEREAS, the Authority will apply for a full waiver of the requirements as they are not applicable to the scope of work that the Authority is providing, and

WHEREAS, if a full waiver is not approved, then the Authority will not be able to complete the work as proposed.

NOW, THEREFORE, the Authority and the Village agree to amend the agreement for the inclusion of the Mandatory State Revolving Fund Equivalency Project Terms and Conditions dated October 1, 2023.

The return of one signed copy of this Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

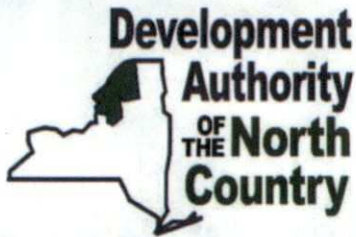
VILLAGE OF MALONE

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Andrea M. Dumas
Mayor



Board Resolution No. 2024-05-40
May 23, 2024

**TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF MALONE
WASTEWATER TREATMENT PLANT IMPROVEMENT
LANDFILL LEACHATE PRETREATMENT**

Whereas, pursuant to **Resolution Numbers 2017-08-89, 2021-12-131, and 2023-10-82** the Development Authority of the North County (Authority) and the Village of Malone (Village) entered into agreements to provide Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, the Village was awarded a \$30,000 Engineering Planning Grant (EPG) from New York State Environmental Facilities Corporation (EFC) for a Wastewater Treatment Plant (WWTP) Leachate Pretreatment Study in December 2021, and

Whereas, the result of that study recommended improvements to the Village's WWTP to address concerns related Ultraviolet (UV) Transmittance to address disinfection requirements and emerging contaminants at an estimated cost of \$14.5 million, and

Whereas, the Village listed the project with EFC to address the concerns with emerging contaminants and was notified the project is eligible for full grant funding, and

Whereas, the Village has requested technical services from the Authority to include project management, funding/financial administrative assistance, and engineer solicitation in support of implementing this project, and

Whereas, the total cost of the services to be provided by the Authority through completion of the preliminary engineering report shall not exceed \$15,000.

Now, therefore be it

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

Motion by: A. MacKinnon
Seconded by: E. Virkler

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

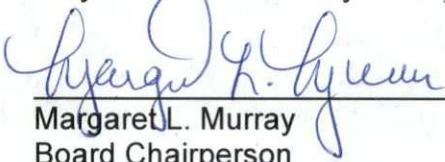
MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-40 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson

**TECHNICAL SERVICES AGREEMENT FOR
WASTEWATER TREATMENT PLANT IMPROVEMENT TO INCLUDE LANDFILL LEACHATE
PRETREATMENT**

**WITH THE
VILLAGE OF MALONE**

This Agreement entered into this 3rd day of April 2024, by and between:

VILLAGE OF MALONE, a municipal corporation of the State of New York having an office building and principal place of business located at 343 W. Main Street, Malone, NY 12953, 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. The Authority has been working with the Village of Malone since 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.
2. The Village was awarded a \$30,000 Engineering Planning Grant (EPG) from the NYS Environmental Facilities Corporation (EFC) for a Wastewater Treatment Plant Leachate Pretreatment Study in December 2021.
3. The Village submitted the project to EFC for listing with concerns for Emerging Contaminants. The Village was notified that it was eligible for full funding of the project in the amount of \$14.5 Million dollars.
4. The Village has requested technical services from the Authority to assist in the implementation of this project. At its Board meeting held on April 3, 2024, the Village Board approved the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
5. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that will be performed by the Authority is as follows:

Phase 1

a. Project Management:

The Authority will coordinate aspects of the project during each phase. This task will include coordinating with the Village's project engineer-of-record, communicating with the Village Board, attending Village Board meetings (as requested) to report on project status, coordinating with Village staff prior to and during the project, and coordinating with the Village's funding and legal consultants and regulatory agencies throughout the project to assist in obtaining proper approvals.

b. Funding/Financial Administrative Assistance:

Provide assistance with budgets, financial report preparation, progress reports, MWBE reporting, preparation of drawdown requests, review of supporting documentation, and other mandatory funding agency requirements as required by the terms of the EPG. The Authority will provide funding administration services to the Village to assist in executing project financing agreements (PFA) and grant agreements, manage Village-retained professional services for short-term/interim financing.

c. Development of the PER Request for Proposal (RFP):

The Authority will work with the Village to develop a customized RFP package defining the scope of work the Village desires to complete. The process and RFP requirements shall comply with the June 1, 2023 New York State Revolving Fund Architectural/Engineering Services Procurement Memorandum for SRF Funded Projects.

d. RFP Oversight:

The Authority will assist the Village in its selection of a firm for Village Trustees consideration by providing services to: conduct the RFP solicitation process; answer engineer questions during the RFP phase; attend and administer a pre-proposal meeting; open received proposals; provide a tabulation of responsive proponents; attend interviews, if requested; and review the proposed services agreement. The Village will make the final selection of the firm and execute the contract upon final recommendation of the Village Attorney.

- e. Design and Bidding Phase: The Authority will serve as the Village's technical representative to review engineering design and bidding documents for compliance with operational needs of the facility and the municipality. Conduct and lead project progress meetings including the various professional service representatives, as required.

Phase 2

- a. Construction Administration Phase: The Authority will provide assistance to

the Village Mayor, Clerk/Treasurer, and Trustees with various project related tasks including coordination with legal and bond counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties for the compilation of required documentation for EFC/DOH, submittal of disbursement requests, maintenance of project budgets, compilation and submittal of M/WBE reports, and generally facilitate Village reimbursement in accordance with the terms of their funding agreements.

b. Project Close-Out Phase: The Authority will provide assistance to coordinate the conversion of short-term/interim financing to long-term financing and administrative project close-out.

1. The Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services shall not exceed \$15,000.

The fee is based on an anticipated 9-month project duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the Phase 1 scope of services is completed or at which time the Village elects to discontinue services. Should the Village elect to proceed with additional services related to the Pretreatment Project, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Controls Engineer	\$95	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
GIS Intern	\$45	\$63
Director of Water Quality	\$117	NA
Assistant Director of Water Quality	\$108	NA
Water Quality Supervisor Operations	\$90	NA
Water Quality Supervisor I	\$85	NA
Water Quality Supervisor II	\$95	NA
Water Quality Coordinator	\$75	NA
Water Quality Senior Operator	\$73	\$92
Water Quality Operator	\$67	\$84
Water Quality Technician	\$60	\$74
Administrative Specialist	\$62	\$80

TABLE 1

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

shall assign a person as point of contact with the Authority. The Authority will conduct all work under the sole direction of a single, primary point of contact, designated as the Village Mayor for this agreement.

3. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations, and shall name the Village as additional insured on the liability policy.
4. The Village shall carry general public 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. 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 willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the 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 willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
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 projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.
12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

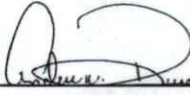
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

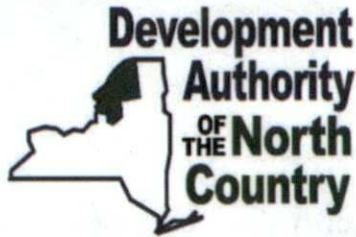
By: _____
Carl E. Farone, Jr.
Executive Director

Date: _____

VILLAGE OF MALONE

By:  _____
Andrea Dumas
Mayor

Date: 04/03/2024



Board Resolution No. 2024-05-41
May 23, 2024

**MATERIALS MANAGEMENT FACILITY
JEFFERSON, LEWIS, AND ST. LAWRENCE COUNTY
MEMORANDUMS OF UNDERSTANDING
ESTABLISHING COUNTY PAINTCARE DROP-OFF LOCATIONS**

Whereas, Development Authority of the North Country (Authority) has been incentivizing recycling initiatives in the tri-county region for over twelve years, and

Whereas, recycling is required by New York State and in accordance with the Authority's 6 NYCRR Part 360 operating permit, as recycling kept over 22,500 tons of material out of the Authority's landfill in calendar year 2023, thereby extending the landfill's operating life, and

Whereas, household hazardous waste collection events in calendar year 2023 kept 197,684 pounds of hazardous waste out of the landfill; of which 79% was paint, and

Whereas, PaintCare is a National Program where households and businesses can take their discarded paint to a drop-off location at no cost to the customer or the business, and

Whereas, there are presently eleven drop-off locations in the Authority's tri-county service area, and

Whereas, PaintCare promotes large quantity drop-off locations that are equipped to accept greater quantities of paint than the retail partners, and

Whereas, PaintCare is working directly with Jefferson, Lewis and St. Lawrence counties (counties) to establish large quantity drop-off sites within each of the counties, and

Whereas, to qualify as a PaintCare drop off location, each county facility must be open at least one day a month, and

Whereas, it would be advantageous for the Authority to support the creation of additional large quantity paint drop off locations to promote increased diversion and recycling of paint, and

Whereas, the Authority is proposing to negotiate a Memorandum of Understanding with each county to provide the support of one Authority staff member, one day per month, to assist in reviewing and screening material brought for drop off.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to negotiate and enter into Memorandums of Understanding with Jefferson, Lewis and St. Lawrence counties to establish PaintCare Drop-Off locations at select county sites and provide Authority staff support as identified above.

Motion by: T. Hefferon

Seconded by: K. Bibbins

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

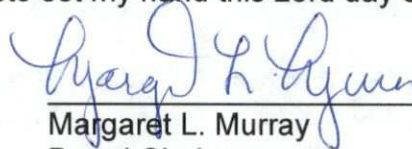
MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-41 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND
COUNTY OF JEFFERSON**

This Agreement entered into this ___ day of _____, 2024 by and between:

COUNTY OF JEFFERSON, a municipal corporation of the State of New York having an office building and principal place of business located at 195 Arsenal Street, 2nd Floor, Watertown, NY 13601, herein after referred to as "County"; and

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

- A. PaintCare is a National Program where households and businesses take their unwanted, leftover paint to a PaintCare drop-off site, and
- B. PaintCare promotes large quantity drop-off locations that are equipped to accept greater quantities of paint than the retail partners, and
- C. PaintCare is working directly with the County to establish a large quantity drop-off site within the County, and
- D. To qualify as a PaintCare drop off location, each County facility must be open at least one day a month. The County has indicated they are willing to remain open to accept paint at least one day per month to meet the program requirements at the specified location.

Agreement

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

- 1. The Authority will:
 - a. Support the paint collection dates by providing one (1) staff member to assist in reviewing and screening material brought for drop-off. The staff member will be available to the County one day per month. The Authority's staff member will not have a material handling equipment license, and thus cannot perform any material handling duties.
 - b. Coordinate advertising for the drop-off days with the County and PaintCare.
- 2. The County will:
 - a. Contract directly with PaintCare to become a large quantity drop-off location.
 - b. Meet all of the terms and conditions outlined in the agreement with PaintCare.
 - c. Designate a location for the drop-off site.
 - d. Determine the date each month they will accept paint drop-off.
 - e. Provide material handling resources for the drop-off days.

3. The Term of the MOU is three (3) years.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the County as additional insured on the liability policy.
5. The County shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The County will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the County, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the County against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the County for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The County will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The County shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the County arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
9. The Authority is an independent contractor with the County 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 County or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

Date: _____

JEFFERSON COUNTY

By: _____
Robert Hagemann
County Administrator

Date: _____

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND
COUNTY OF LEWIS**

This Agreement entered into this ____ day of _____, 2023 by and between:

COUNTY OF LEWIS, a municipal corporation of the State of New York having an office building and principal place of business located at 7660 N State Street, NY 13367, herein after referred to as "County"; and

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

- A. PaintCare is a National Program where households and businesses take their unwanted, leftover paint to a PaintCare drop-off site, and
- B. PaintCare promotes large quantity drop-off locations that are equipped to accept greater quantities of paint than the retail partners, and
- C. PaintCare is working directly with the County to establish a large quantity drop-off site within the County, and
- D. To qualify as a PaintCare drop off location, each County facility must be open at least one day a month. The County has indicated they are willing to remain open to accept paint at least one day per month to meet the program requirements at the specified location.

Agreement

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

- 1. The Authority will:
 - a. Support the paint collection dates by providing one (1) staff member to assist in reviewing and screening material brought for drop-off. The staff member will be available to the County one day per month. The Authority's staff member will not have a material handling equipment license, and thus cannot perform any material handling duties.
 - b. Coordinate advertising for the drop-off days with the County and PaintCare.
- 2. The County will:
 - a. Contract directly with PaintCare to become a large quantity drop-off location.
 - b. Meet all of the terms and conditions outlined in the agreement with PaintCare.
 - c. Designate a location for the drop-off site.
 - d. Determine the date each month they will accept paint drop-off.
 - e. Provide material handling resources for the drop-off days.

3. The Term of the MOU is three (3) years.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the County as additional insured on the liability policy.
5. The County shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The County will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the County, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the County against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the County for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The County will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The County shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the County arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
9. The Authority is an independent contractor with the County 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 County or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

Date: _____

LEWIS COUNTY

By: _____
Ryan Piche
County Administrator

Date: _____

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND
COUNTY OF ST. LAWRENCE**

This Agreement entered into this ___ day of _____, 2023 by and between:

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

Recitals

- A. PaintCare is a National Program where households and businesses take their unwanted, leftover paint to a PaintCare drop-off site, and
- B. PaintCare promotes large quantity drop-off locations that are equipped to accept greater quantities of paint than the retail partners, and
- C. PaintCare is working directly with the County to establish a large quantity drop-off site within the County, and
- D. To qualify as a PaintCare drop off location, each County facility must be open at least one day a month. The County has indicated they are willing to remain open to accept paint at least one day per month to meet the program requirements at the specified location.

Agreement

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

- 1. The Authority will:
 - a. Support the paint collection dates by providing one (1) staff member to assist in reviewing and screening material brought for drop-off. The staff member will be available to the County one day per month. The Authority's staff member will not have a material handling equipment license, and thus cannot perform any material handling duties.
 - b. Coordinate advertising for the drop-off days with the County and PaintCare.
- 2. The County will:
 - a. Contract directly with PaintCare to become a large quantity drop-off location.
 - b. Meet all of the terms and conditions outlined in the agreement with PaintCare.
 - c. Designate a location for the drop-off site.
 - d. Determine the date each month they will accept paint drop-off.
 - e. Provide material handling resources for the drop-off days.

3. The Term of the MOU is three (3) years.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the County as additional insured on the liability policy.
5. The County shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The County will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the County, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the County against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the County for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The County will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The County shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the County arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
9. The Authority is an independent contractor with the County 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 County or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

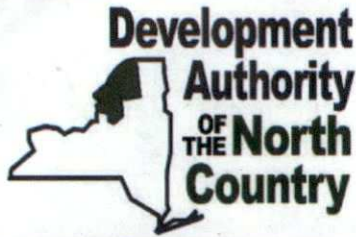
By: _____
Carl E. Farone, Jr.
Executive Director

Date: _____

ST LAWRENCE COUNTY

By: _____
Ruth A. Doyle
County Administrator

Date: _____



Board Resolution No. 2024-05-42
May 23, 2024

**AMENDMENT TO STANDARDIZING UPON CERTAIN EQUIPMENT FOR
USE IN RELATION TO THE TELECOMMUNICATIONS DIVISION**

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, pursuant to **Resolution No. 2024-03-28**, the Board of Directors of the Development Authority of the North Country standardized on purchases of certain classes of information technology and telecommunications equipment for use in the Telecommunications Network, and

Whereas, the construction of the Telecommunications Network by the Development Authority of the North Country involved the use of sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the Telecommunications Network has shown the equipment performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of telecommunications equipment for use in the Telecommunications Network based upon the following reasons: 1) to assure compatibility with our existing network technology and operation; in addition to being able to transmit data across the network, all network elements must also have the capability to exchange signaling and alarm information, interoperate with similar protocols and features, create data transfer sessions, have a common network management platform, require remote access for diagnostic information, and must be able to interoperate with adjacent nodes, 2) provide consistent troubleshooting for more rapid repair of customer troubles, 3) to enable replacement of like parts in the event of an equipment failure, 4) to enable a more efficient upgrade of our network, 5) to reduce the cost of having multiple vendor maintenance fees, 6) for providing the most cost-effective means of maintaining spare inventory, and 7) for providing common training for staff, and

Whereas, General Municipal Law 103 requires board authorization for standardization of equipment, materials, supplies or services, and

Whereas, the Authority annually approves standardized equipment by division at its March meeting, and

Whereas, an amendment to **Resolution No. 2024-03-28** is required to add Corning SMF28 Ultra Optical Fiber to the list of standardized equipment for the Telecommunication division, and

Whereas, Corning SMF28 Ultra Optical Fiber is necessary to ensure consistency in the Authority's Open Access Telecommunications Network, given the planned expansion of the network by ~400 miles with upcoming grant funded projects.

Now, therefore, be it

RESOLVED, that the Board of the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of information technology and telecommunications equipment for use in the Telecommunications Network, as defined in Schedule A, as necessary for construction or operational activities and will provide economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it

RESOLVED, that this Resolution shall take effect immediately.

Motion by: D. Mastascusa

Seconded by: K. Bibbins

Bibbins – **Yes**

Doheny – **Yes**

Hall – **Yes***

Hefferon – **Yes**

Henry - **Present**

Hunt - **Absent**

MacKinnon – **Yes**

McGrath – **Present***

Mastascusa – **Yes**

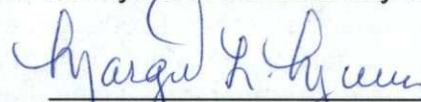
Murray – **Yes**

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. 2024-05-42 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson

Resolution No. 2024-05-42

Schedule A

**TELECOMMUNICATIONS NETWORK
EQUIPMENT STANDARDIZATION**

CLASSIFICATION	MANUFACTURER/MODEL
Transport/Data/Media Conversion	Advantage Optics Ciena Cisco Systems Precision Optics
Monitoring	DPS Telecom Orion/SolarWinds
Electrical/Optical Cross Connect	ADC (TE Connectivity) Fiberone FIS Multilink
Power	J&M Schaeffer Vertiv
Superstructure	Moreng Telecom Pair Gain
DWDM	Ekinops Infinera
Fire Suppression	Sanders Fire and Safety
Fiber Panels	AFL Clearfield FDP (CO) FiberOne Multilink
Splice Case	Comscope Multilink
Optical Fiber	Corning SMF28 Ultra



Board Resolution No. 2024-05-43
May 23, 2024

CAPITAL PROJECT
NORTHERN BORDER REGIONAL COMMISSION
BROADBAND PLANNING AND CONSTRUCTION GRANT

Whereas, pursuant to **Resolution No. 2021-12-134**, the Board of Directors of the Development Authority of the North Country accepted a grant of \$176,000 from the Northern Border Regional Commission (NBRC) for planning associated with broadband projects in St. Lawrence, Jefferson, Lewis, and Franklin Counties, and

Whereas, NBRC recently approved an additional \$176,000 in funding to the Authority to be used for broadband planning and construction projects in the four above-referenced counties, and

Whereas, any unspent grant funds to date may also be budgeted for broadband capital projects, and

Whereas, the Authority will utilize the additional funds for engineering, permitting and construction of broadband projects in these counties, and

Whereas, the NBRC has extended the term of the grant to December 31, 2025.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby accept the additional \$176,000 from the Northern Border Regional Commission for broadband planning and construction in St. Lawrence, Jefferson, Lewis and Franklin Counties and authorizes the Executive Director to execute any required documents, and further be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Chief Financial Officer to establish a new Telecommunications Division Capital Project, NBRC Broadband Project, in the amount of \$245,055.24. Such amount includes unspent grant funds from the original grant of \$69,055.24 plus the new NBRC grant of \$176,000.

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

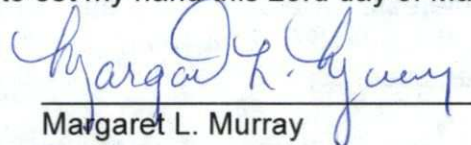
MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
Virkler – **Yes**

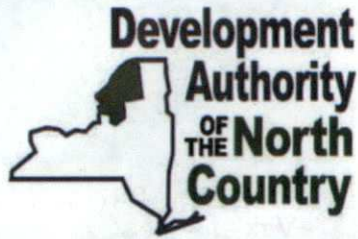
*- indicates attendance via videoconference.

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. 2024-05-43 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-05-44
May 23, 2024

WATER SERVICE AGREEMENT AMENDMENT NO.2
TOWN OF CAPE VINCENT
WATER DISTRICTS NO. 2, 3, AND 8

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

Whereas, the Town of Cape Vincent created Water District #8 by resolution at its regularly scheduled Town Board meeting on January 8, 2024. Water District #8 contains one property, parcel number 50.00-1-38.2, and

Whereas, pursuant to a Water Supply Agreement dated May 12, 1995 and amended July 16, 2008 between the Development Authority of the North Country and the Village of Cape Vincent, New York, "The Village and Authority acknowledge and agree that beginning on the effective date of this Agreement, the Authority's authorization to sell Village water to Other Users from connections to the Authority's Western Jefferson Regional water line shall be set as nine-hundred, twenty-eight thousand, seven hundred twenty gallons per day (0.928720 mgd)", and

Whereas, the Development Authority of the North Country has the capacity available on the Regional Waterline to supply water to the Town of Cape Vincent Water District #8, and

Whereas, the Town's existing capacity allocation of 10,000 gallons per day is not being utilized, therefor an increase in allocation is not necessary as a result of the addition of this single parcel district.

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 Cape Vincent for Water Districts 2, 3 and 8.

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

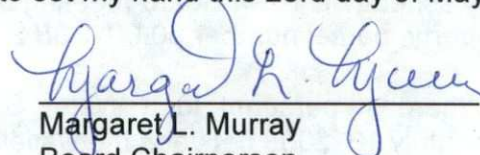
MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-44 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.


Margaret L. Murray
Board Chairperson

TOWN OF CAPE VINCENT
WATER SERVICE AGREEMENT AMENDMENT NO. 2

This sets forth the amendment made as of _____, 2024 to: the Water Service Agreement dated April 8, 2010; and both by and between the Development Authority of the North Country ("Authority") and the Town of Cape Vincent, acting for and on behalf of the Town of Cape Vincent Water Districts No. , 2, 3 and 8 ("Districts").

RECITALS

1. The Recitals are hereby amended by the following statement:

The Town created Water District #8 by resolution at its regularly scheduled Town Board meeting on January 8, 2024. Water District #8 contains one property, parcel number 50.00-1-38.2

AGREEMENT

1. Section 101 of the 2010 agreement is hereby amended by the following statements:

- a) The Town maintains a connection to the Authority's RWL as primary source for Water District 2 and 8 and an emergency/backup supply for Water District 3.

2. Section 102 of the 2010 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.

Exhibit B has been updated and is attached.

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 CAPE VINCENT

By: _____
Paul Aubertine, Supervisor

ACKNOWLEDGEMENTS

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

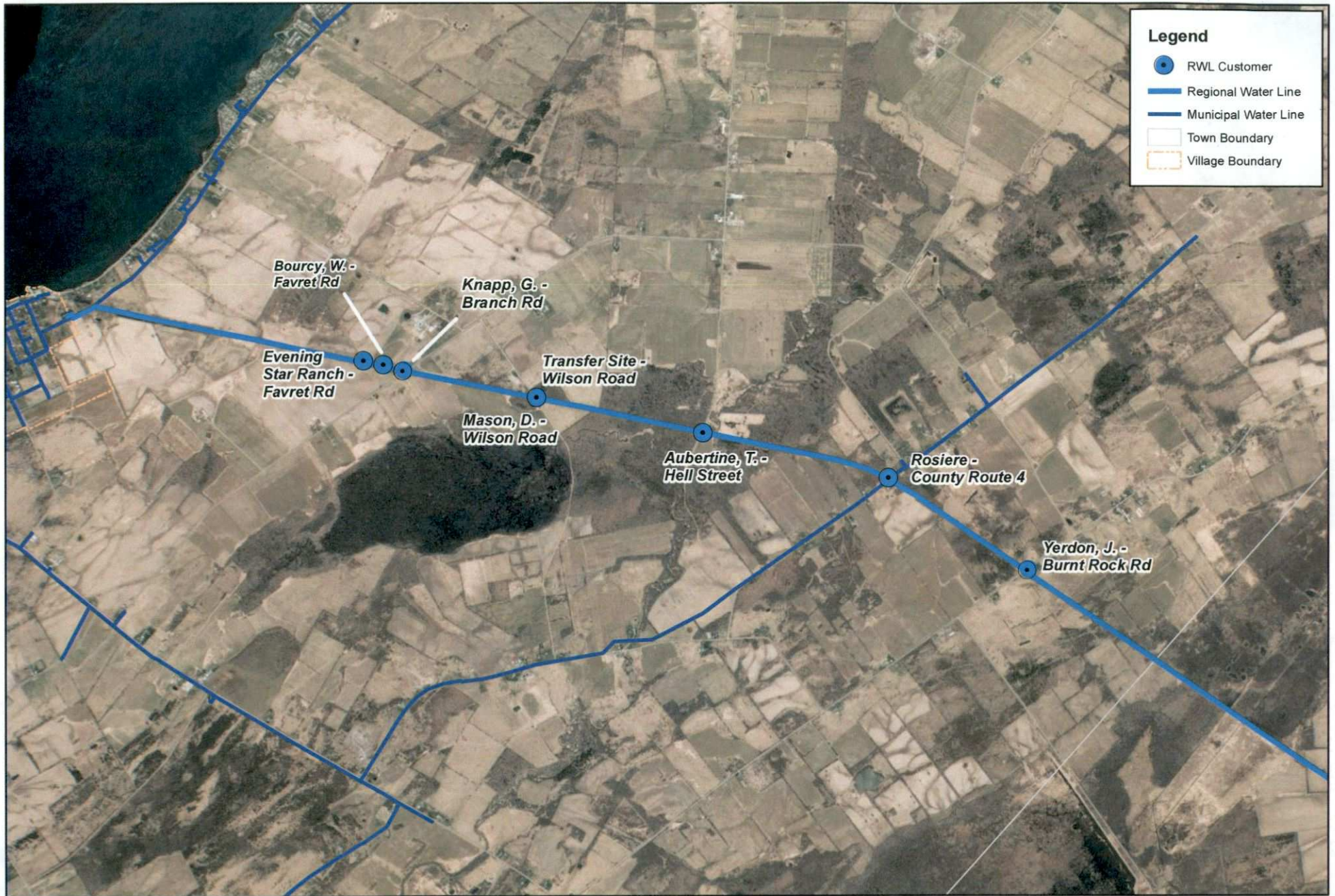
On the ____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and 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 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Paul Aubertine, 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



Legend

- RWL Customer
- Regional Water Line
- Municipal Water Line
- Town Boundary
- Village Boundary



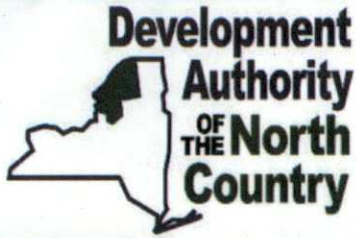
Development Authority of the North Country
 Engineering Division, GIS
 23557 NYS Route 37
 Watertown, NY 13601
 Contact: GISsupport@danc.org or 315-661-3225



Town of Cape Vincent Water Connections On Regional Water Line

1 inch = 4,273 feet
Author: Warren Salo
Date: 5/15/2024
Document Name: CapeVincent_RWL

Revisions:



Board Resolution No. 2024-05-45
May 23, 2024

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 the attached 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 23, 2024, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**

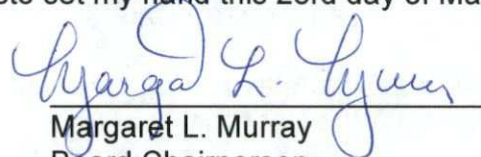
Mackinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-45 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.

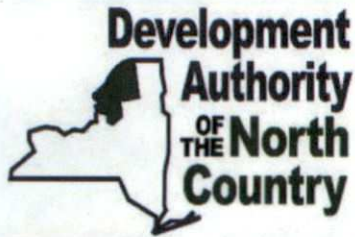

Margaret L. Murray
Board Chairperson

Creek Wood Housing Development Fund Company

Annual Report

May 23, 2024

As of April 30, 2024, the project had 87.5% occupancy. 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 2023.



Board Resolution No. 2024-05-46
May 23, 2024

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 the attached 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 23, 2024, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

Motion by: D. Mastascusa
Seconded by: K. Bibbins

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes***

Hefferon – **Yes**
Henry - **Present**
Hunt - **Absent**


MacKinnon – **Yes**
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Yes**
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. 2024-05-46 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 23rd day of May, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of May, 2024.



Margaret L. Murray
Board Chairperson

Creek Wood II Housing Development Fund Company

Annual Report

May 23, 2024

As of April 30, 2024, the project had a 89.42% occupancy rate. 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 2023.