



MEETING NOTICE

**Thursday, October 22, 2020
Dulles State Office Building
Watertown, New York**

11th Floor - Conference Room #1

Governance Committee – 9:00 AM

Board of Directors – 10:30 AM

**Strategic Planning Session – Immediately
Following the Board Meeting**

**Due to Coronavirus Restrictions,
Public Access to the Meeting is
Restricted.**

**The Public May View and Listen to the
Meeting Live Stream at www.danc.org.**



AGENDA

GOVERNANCE COMMITTEE MEETING

Thursday, October 22, 2020 – 9:00 AM

Dulles State Office Building

Watertown, New York

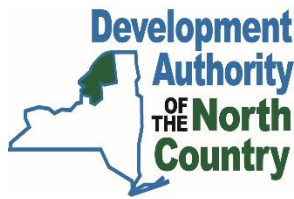
11th Floor, Conference Room #1 and Zoom Conference Call

1. Resolution No. 2020-10-107, Authorizing Depository Account Resolutions and Check Signing Authorization

2. Resolution No. 2020-10-108, Authorizing Establishment of Bank Account with Community Bank, Voluntary Defined Contribution Program

3. 2021 Health Insurance Renewal

4. Executive Session –
 - Personnel Matters



AGENDA

BOARD OF DIRECTORS MEETING

Thursday, October 22, 2020 – 10:30 AM

Dulles State Office Building

11th Floor, Conference Room #1 and Zoom Conference Call

Watertown, New York

1. Call to Order
2. Call the Roll
3. Privilege of the Floor
4. Approval the Minutes –
 - July 22, 2020 Special Meeting of the Board
 - August 27, 2020 Board Meeting
5. Chairman's Report
6. Executive Director's Report
7. Finance Report – Chief Financial Officer
 - Approving Financials for the month ending August 31, 2020
8. Governance
 - a. Resolution No. 2020-10-107, Authorizing Depository Account Resolutions and Check Signing Authorization
 - b. Resolution No. 2020-10-108, Authorizing Establishment of Bank Account with Community Bank, Voluntary Defined Contribution Program
9. Engineering -
 - a. Resolution No. 2020-10-109, Authorizing Temporary Water Operator, Services Agreement with the Village of Malone
 - b. Resolution No. 2020-10-110, GIS Hosting Agreements, Village of Gouverneur, Village of Rensselaer Falls, Village of Philadelphia, Town of Madrid
 - c. Resolution No. 2020-10-111, Technical Services Agreement, Lewis County, Turin Brick Block Building
 - d. Resolution No. 2020-10-112, Technical Services Agreement, Rt. 3 Sewer Facilities Board of Commissioners, Great Bend Pump Station Fiberglass Hut Replacement Project.

- e. Resolution No. 2020-10-113, Technical Services Agreement, Westelcom
- f. Resolution No. 2020-10-114, Technical Services Agreement Amendment No. 1, Village of Alexandria Bay, Casino Island Project Management and Grant Administration
- g. Resolution No. 2020-10-115, Technical Services Agreement Amendment No. 1, Village of Alexandria Bay, Water Treatment Plant Assessment and Grant Writing
- h. Resolution No. 2020-10-116, Technical Services Agreement Amendment No. 3, Village of Lyons Falls, Phase 4 Engineering and Redevelopment Planning

10. Regional Development -

- a. Loan Report
- b. Resolution No. 2020-10-117, Community Rental Housing Program, Regional Redevelopment Housing Program, Neighbors of Watertown, Inc., Loan Authorization
- c. Resolution No. 2020-10-118, North Country Value Added Agriculture, Revolving Loan Fund, Tug Hill Vineyards, LLC
- d. Resolution No. 2020-10-119, Reaffirming Subordination, Swan Bay Developers, LLC

11. Water Quality –

- a. Resolution No. 2020-10-120, Operations and Maintenance Service Agreement, Town of Lisbon, Water and Sewer Districts
- b. Resolution No. 2020-10-121, Operations and Maintenance Service Agreement, Thousand Island Bridge Authority, Water and Wastewater Facilities

12. Executive Session –

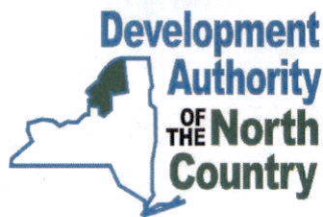
For the purpose to discuss –

- Personnel Matters
- Potential Litigation

13. Next Meeting – December 17, 2020

14. Strategic Planning – Immediately Following Board Meeting

15. Adjourn



MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Wednesday, July 22, 2020 – 10:00 AM
State Office Building – Conference Room 100, 1st Floor
Zoom Conference Call/Teleconference
317 Washington Street, Watertown, New York

The Development Authority of the North Country Board of Directors met in regular session at the State Office Building, Authority Conference Room 4th Floor, 317 Washington Street, Watertown, New York on Wednesday, July 22, 2020 at 10:00 am.

Members Present

Voting

Frederick Carter, Chairman
Margaret Murry
Thomas Hefferon
Dennis Mastascusa
Alfred Calligaris
John Johnson Jr.
Alex MacKinnon
Gary Turck

Non-Voting

Mary Doheny
James Hollenbeck
Stephen Hunt
Brian McGrath

Members Absent

Staff Present:

Laurie Marr, Director of Communications and Public Affairs
Angela Marra, Executive Assistant

Guests:

Jennifer Granzow, Counsel, Wladis Law Firm

1. Chairman Carter called the meeting to order at 10:13 AM.
2. Chairman Carter requested a roll call by A. Marra.
 - All Board Members were present.
 - A quorum of voting members and non-voting members was established.

Today's meeting, due to Corona Virus emergency restrictions and in compliance with Governor Cuomo's Executive Order, was conducted in person as well as teleconference with several members of the Board in attendance via teleconferencing.

The meeting had no in-person public access, but it was accessible through the Authority website through live streaming.

During the meeting, because it was being done in part telephonically, it was asked that when speaking to please state their name so they can be identified appropriately in the minutes.

3. Executive Session – Personnel Matters

Upon a motion by T. Hefferon, and seconded by D. Mastascusa, the meeting moved into Executive Session at 10:14 AM.

Upon a motion by D. Mastascusa, and seconded by T. Hefferon, the meeting moved out of Executive Session at 10:39 AM.

No action was taken during the Executive Session.

4. Resolution No. 2020-06-89, affirms the designation of employment to be Executive Director upon acceptance of the offer by Carl E. Farone, Jr., and further authorizes the Chairman of the Board to enter into a five year employment contract based upon performance.

F. Carter stated that this resolution will be read into the record by our attorney, J. Granzow. There will then be a vote taken of the Board's voting members in a roll call vote.

Prior to reading the resolution, J. Granzow spoke of the background of the Executive Search Committee process to get to the point now where the committee is now offering its recommendation for the candidate to be offered the position of Executive Director of the Authority. The committee met several times prior to the event of publishing an advertisement for the position, to discuss the procedure, how it would be handled, the specific questions that would be asked of the candidates, where the position would be advertised, and specifically what qualities and qualifications the members of the committee on behalf of the full Board felt were important to consider in a candidate for Executive Director. The advertisement ran from May 30th to June 26th, which was the application deadline. This position was advertised in six newspapers of general circulation across upstate New York, including Syracuse, Albany, and Plattsburgh. It was also published on multiple hiring websites including the New York State Department of Labor, the Authority's own website, and a wide variety of websites that target a diverse population of potential candidates with the goal being to cast a broad net and to hopefully get applications from qualified people from a number of different areas. By the application deadline, 26 applications had been received. Judging by name only, 14 appeared to be women and 12 appeared to be men. The Search Committee reviewed the applications of all the applicants, and of those 26 selected 8 who were the most eminently qualified among that group to invite for interviews. Those in-person interviews were conducted with the entire Search Committee on Tuesday the 14th and Wednesday the 15th of July at a neutral offsite location. Within the interviews a standard set of question were used to ensure the same information was being received from each of the candidates so the Committee could better assess each candidate as compared to the other competitors. At the end of the process the overwhelming choice was made by the committee. At this time, F. Carter gave counsel permission to read the resolution.

J. Granzow proceeded by reading:

Resolution 2020-06-89 July 22, 2020,

Designation of the Executive Director, Development Authority of the North Country.

Whereas, upon the retirement of James Wright from the role of Executive Director of the Development Authority of the North Country, an executive search committee was formed for the purpose of conducting a search for a new Executive Director, and

Whereas, after advertising the position and reviewing the application materials and qualifications of those interested in the position, the Search Committee conducted in person interviews of certain of those candidates, and

Whereas, the Search Committee recommended that the position be offered to Carl Farone under such terms and conditions to be agreed upon between Carl Farone and Frederick J. Carter, Chairman of the Board, with funding already contained in the existing budget.

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

RESOLVED, the Development Authority of the North Country herewith affirms the designation of employment to be Executive Director upon acceptance of the offer by Carl Farone, and be it further

RESOLVED, the Chairman of the Board is herewith authorized to enter into a five year employment contract based upon performance.

Upon a motion by T. Hefferon, and seconded by M. Murray, Resolution No. 2020-06-89, Designation, Executive Director, Development Authority of the North Country, was unanimously approved.

B. McGrath commented that he obviously has no votes as a Governor appointee to this Authority since 2014. He has expressed individual comments in Executive Session as to specific individuals and that is to remain in Executive Session. That said, what he could say in open session is he appreciates the effort of the Search Committee and feels that they worked very hard. He believes that today's resolution, which was read for the very first time just a few minutes ago, of which he had not seen before, and had not been indicated to him that the Board was going to be proceeding with selection today. B. McGrath said he believes that this process is flawed because it is rushed. He believes that the full Board, voting and non-voting members, should've had and should have opportunity to at a minimum hear the visions for the Authority and the qualifications of the next leader from the top three candidates. He had not been given the opportunity to hear that out which is very unfortunate because it makes it very difficult for him to say that he is without a vote but supportive of the resolution when he very much could be. He stated that he is greatly disappointed that we had a process that was conducted well intentioned, thoughtful, and hardworking Board members and then effectively crammed down the full Board members' throats in a matter of minutes on a special called meeting. B. McGrath feels it is inappropriate and that it is the wrong way to go. He thinks a decision like this should have involved the entire Board, it should have involved other parts of the State government including the Governor's office and none of that was done. He is very disappointed.

At this time a Roll Call vote the Authority Board voting members was called:

Frederick Carter – Yes
Margaret Murray – Yes
Thomas Hefferon – Yes
Dennis Mastascusa – Yes
Alfred Calligaris – Yes
John Johnson – Yes

Alex MacKinnon – Yes
Gary Turck – Yes

The roll call vote resulted in eight votes in favor.

5. Upon a motion by A. Calligaris, and seconded by T. Hefferon, the meeting was adjourned at 10:47 AM.

F. Carter thanked everyone for all of the input they had and all the remarks and comments that everyone made. Let us move the Authority forward.

J. Hollenbeck stated that he believes the Board had made an excellent choice.

D. Mastascusa stated that L. Marr did an excellent job and should be commended as well.

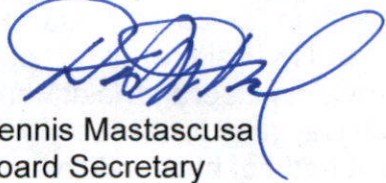
T. Hefferon commented that the press releases are ready to go.

F. Carter also thanked A. Marra.

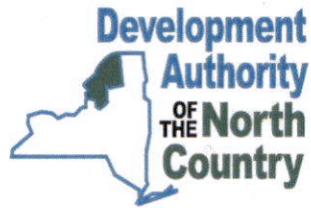
T. Hefferon also thanked the attorney, J. Granzow.

J. Granzow stated that it is important to note that with the internal candidates in particular, everyone talked about what a great staff the Authority has and she felt that was really nice to hear.

Respectfully submitted,



Dennis Mastascusa
Board Secretary



MINUTES
BOARD OF DIRECTORS MEETING
Thursday, August 27, 2020 – 11:00 AM
State Office Building – Conference Room 100, 1st Floor
Zoom Conference Call/Teleconference
317 Washington Street, Watertown, New York

The Development Authority of the North Country Board of Directors met in regular session at the State Office Building, 1st Floor Conference Room, 317 Washington Street, Watertown, New York on Thursday, August 27, 2020 at 11:00 am.

Members Present

Voting

Frederick Carter, Chairman
Margaret Murry
Thomas Hefferon
Dennis Mastascusa
Alfred Calligaris
John Johnson Jr.
Alex MacKinnon
Gary Turck

Non-Voting

Mary Doheny
James Hollenbeck
Stephen Hunt
Brian McGrath

Members Absent

Staff Present:

Carl Farone, Executive Director
Michelle Capone, Director, Regional Development Division
Laurie Marr, Director of Communications and Public Affairs
Brian Nutting, Manager, Water Quality Division
Patricia Pastella, Manager, Materials Management Division
Jennifer Staples, Director of Administration
Carrie Tuttle, Director, Engineering and Environmental Division
David Wolf, Director, Telecommunications Division
Angela Marra, Executive Assistant

Guests:

Jennifer Granzow, Counsel, Wladis Law Firm

This meeting was conducted in person and as a teleconference meeting with several members of the Board in attendance via teleconferencing. The meeting was also live streamed from the State Office Building. The meeting itself, due to the Corona Virus emergency restrictions, had no public access, but was accessible through the Authority website through live streaming. This meeting is in compliance with Governor Cuomo's Executive Order.

During this meeting, because it was done in part telephonically, it was asked that when speaking to please state your name so you can be identified appropriately in the minutes. Within the Board Packet, whether in front of you or on the screen, the pages have been numbered. As the resolutions are reviewed, the page number will be stated as well. Lastly, as with the previous Board Meeting, there are no committee meetings being held resulting in each resolution being reviewed by the whole Board.

1. Chairman Carter called the meeting to order at 11:14 AM.
2. Chairman Carter requested a roll call by A. Marra.
 - All Board Members were present.
 - A quorum of voting members and non-voting members was established.
3. Privilege of the Floor was offered.

B. McGrath wished to discuss two items, and stated he will need to leave the meeting at noon due to a conflict. He stated he did not see the minutes from the special meeting of the Board, and he would like to know when the Board will receive those for approval. The second item he would like to discuss agenda items listed on the Governance Committee Agenda, to include an Executive Session, but in the Board agenda there was no corresponding report from the Governance Committee regarding the Executive Session or all items considered in the Governance Committee. B. McGrath stated he would like to know the subject matter of the Executive Session and whether and when the full Board will be receiving a report from that meeting.

C. Farone responded that the Board agenda was modified for this morning's meeting to include the two items. A personnel matter was discussed as well as a legal issue, and the Board will go into Executive Session during today's meeting to discuss both of those topics in detail. C. Farone deferred the question regarding the minutes to Executive Assistant A. Marra, who responded that she was under the impression the minutes had been posted to the Authority website, and will make sure they are today.

4. Upon a motion by D. Mastascusa, and seconded by M. Murray, the minutes from the June 26, 2020 Board Meeting, were unanimously approved.

5. Chairman's Report

- a. Resolution No. 2020-08-90, recognizing and acknowledging James W. Wright for his committed leadership of the Development Authority and his significant contributions to the progress and well-being of the North Country. The Development Authority of the North Country extends its appreciation and gratitude to James W. Wright for his unwavering personal dedication and professional commitment.

C. Farone read the resolution into the minutes as follows:

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

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

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

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

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

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

Upon a motion by G. Turck, and seconded by A. Calligaris Resolution No. 2020-08-90, Recognition of Service, James W. Wright, was unanimously approved.

6. Executive Session – Personnel Matters / Discussion regarding Proposed Litigation

Upon a motion by D. Mastascusa, and seconded by A. Calligaris, the meeting moved into Executive Session at 11:18 AM.

Upon a motion by A. Calligaris, and seconded by D. Mastascusa, the meeting moved out of Executive Session at 11:57 AM.

No action was taken during the Executive Session.

- a. Resolution No. 2020-08-106, approving an amended organizational chart and the position of Deputy Executive Director be reclassified to Chief Operating Officer and Director of Administration be reclassified as Chief Financial Officer and that the position of Comptroller be reinstated.

Upon a motion by T. Hefferon, and seconded by D. Mastascusa, Resolution No. 2020-08-106, Approving Modifications to Personnel Policy, was unanimously approved.

B. McGrath left the meeting at 12:02 PM.

7. Executive Director's Report – C. Farone

Financials through July 31, 2020 –

Under the statement of net position the total assets for the Authority have decreased by about \$1.1 million. Total liabilities have decreased by about \$1.3 million. The Authority continues to utilize and fund our restricted as well as Board designated assets as instructed by the Board of Directors.

Under Assets of the Authority the cash and cash equivalents have increased from about \$6 million to \$16 million, but at the same time the funds held in trust have been reduced from \$12 million to \$800,000. The funds held in trust included a project fund to fund the southern expansion. The Development Authority has spent \$12 million on the Southern Expansion to date. In turn, a withdrawal was processed by the trustee to draw down the bond funds from the project account and those funds have been placed into the cash and cash equivalents and will be used to pay the contractor invoices.

There is also two places on the financial statement where you can see capital assets. Under capital assets in the asset section they have gone from \$72 to \$77 million for an increase of \$4.5 million, depicting capital assets less depreciation. Under net position is invested in capital assets, which has gone from \$62 to \$55 million for a decrease of \$7.2 million. This change is due to the invested in capital assets includes the expenses to date less depreciation and then less the bond proceeds that were drawn down.

Lastly, the capital reserve has increased from \$12 to \$19 million, because once the funds were drawn down from the trustee it would increase the capital reserve. Those capital reserve funds will be utilized to complete the southern expansion. We are projecting that when the southern expansion is completed there will be about \$7 million in the capital reserve.

In looking at the summary of all assets change in net position year to date, the Development Authority had a total operating revenue of \$8.5 million, total expenditures of about \$8.5 million. There has been an interest income of \$121,000 and interest expense of \$203,000 resulting in a net change of about \$218,000 year to date.

Customer billings are on track. The waste diversion revenue is substantially under budget at \$78,000 because invoices from Recycle America and Oneida-Herkimer are being paid directly by the counties. When the current budget was created it was thought the Authority would be paying these bills and then invoicing the counties, however we're not quite there yet. There is an offsetting decrease in revenue as well as a decrease in expense, but overall we are under budget from an expenditures perspective.

The majority of the items on the interest income are below projections. Due to the current CD market, the Authority is not earning what had been anticipated from the interest income, but overall things are going well even amid COVID.

C. Farone also reported on the Materials Management tonnage, which is down about 10,000 tons. The municipal solid waste (MSW) and construction and demolition (C&D) are both ahead of schedule. Contaminated soil is where the largest deficit is being seen at about 8,000 tons below what was originally projected.

Upon a motion by D. Mastascusa, and seconded by A. Calligaris, the financials ending July 31, 2020, were unanimously approved.

Executive Director's Report –

a. Northern Border Regional Commission Grant -

A few months ago a \$200,000 potential grant to assist Tupper Lake was brought before the Board. This is a \$250,000 project with \$200,000 coming from the Northern

Border Regional Commission, \$30,000 from the Authority, and \$20,000 from Tupper Lake. The Authority will be providing and installing three free wireless hotspots and providing services to a number of businesses in Tupper Lake. Tupper Lake is very excited about this, and the Authority is very excited to be able to help with this supportive initiative.

b. DOT Right Of Way (ROW) –

To provide an update, C. Farone, D. Wolf, and Wladis Law firm had a phone call with the assistant commissioner of DOT, Jan McLaughlin, to discuss the DOT issue. It was a very cordial call and went better than anticipated, but the Authority did not get any promises from them. We explained the need from the Authority's perspective of the requirement to come to a solution to this in quick order. We explained that the Authority has \$6 million in telecommunications revenue annually, and the DOT wants to bill us \$1.6 million each year. They did question the Authority's arithmetic, and we are one of the rare entities that actually have everything on GIS so we know how many feet of fiber optic we have on DOT ROW. They were shocked at the number and assured us we do not have to pay the \$1.6 million today. They asked that from a permitting perspective, as we're out there trying to do things in the communities in the DOT ROW, and DOT is assessing a fee on additional incremental bills. They requested that the Authority pay those fees to date, which is only \$5,000, under protest. Our legal team confirmed that the Authority can do this. C. Farone also followed up on this situation with the Chairman. Since there are some bills that need to be paid, we are going forward and paying them in protest. A list is being kept of every single payment being made, and once everything settles we will settle up with the DOT to hopefully obtain a refund. In the mean time we will continue working on this every day. M. Wladis is engaged from the Wladis Law firm, as well as Authority Board members. Everyone is being cooperative in trying to get this to a resolution. Currently the DOT is not able to tell us when they may be able to provide us with an answer. J. Granzow commented that they understand this is a huge issue, and are asking the Authority to distinguish ourselves from everyone else to justify being treated differently. We have tried to paint the Authority in a different perspective. C. Farone stated that the Authority is clearly different from all other service providers. We have received sizeable grants to create the Authority and state money to create the Telecommunications Division.

c. Comptroller –

C. Farone reported that resumes have been received and interviews have been scheduled for next week for the open Comptroller position.

d. Amy Austin -

A. Austin has announced her retirement, to be effective September 4th following a 35 year career with the Authority. She was the first employee of the Development Authority, and the Director of Human Resources. It has been a pleasure working with her, and we are going to lose a lot of institutional knowledge that she brings to the Authority. C. Farone and F. Carter have a certificate for Amy acknowledging her many years with the Authority.

e. Relocation Committee Meeting –

Immediately following today's Board meeting there will be a Relocation Committee meeting.

f. Disinfection By-Products –

C. Farone provided a quick update to the report given at the last meeting regarding the issue with the recently installed disinfection byproducts system on Fort Drum. The system installed in the tank at Fort Drum to help with disinfection by-products caused a very high turbidity when initially turned on. C. Farone is pleased to announce today that this system is now up and operational with everything working as scheduled. This process reduces THMs (trihalomethanes). When tested coming into the tank they were at 95 parts per billion, and this process has reduced this to 30 parts per billion which is a huge success.

8. Governance –

- a. Resolution No. 2020-08-91, adopting the Retention and Disposition Schedule for New York Local Government Records LGS-1, pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records for use by all officers in legally disposing of valueless records listed therein. In Accordance with Article 57-A, only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; and only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond the established legal minimum periods.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2020-08-91, Adopting Records Retention and Disposition Schedule, was unanimously approved.

- b. Resolution No. 2020-08-92, amends the FY 2021 Water Quality Contracts Budget as reflected in the attached Appendix A which reflects an increase revenue for additional contracts authorized and additional expenses to add a Water Quality Operator to support such contract.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2020-08-92, Amending Water Quality Budget for Fiscal Year Ending 2021, was unanimously approved.

9. Engineering –

- a. Resolution No. 2020-08-93, adopting the fee schedule outlined for GIS Hosting agreements, and authorizes the Executive Director to negotiate the terms and conditions of GIS Hosting Agreements if in the best interest of the Authority and to execute such agreements.

Upon a motion by D. Mastascusa, and seconded by A. Calligaris, Resolution No. 2020-08-93, Authorizing 2021 Rate Schedule for Geographic Information Systems Hosting Agreements, was unanimously approved.

- b. Resolution No. 2020-08-94, approves the GIS Services Agreement by and between the Authority and St. Lawrence County, and further authorizes and directs the Executive Director to execute said agreement.

Upon a motion by A. Calligaris, and seconded by D. Mastascusa, Resolution No. 2020-08-94, GIS Hosting Agreement, St. Lawrence County, was unanimously approved.

- c. Resolution No. 2020-08-95, approves the GIS Services Agreement by and between the Authority and Westelcom, and further authorizes and directs the Executive Director to execute said agreement.

Upon a motion by A. Calligaris, and seconded by G. Turck, Resolution No. 2020-08-95, GIS Hosting Agreement, Westelcom, was unanimously approved.

- d. Resolution No. 2020-08-96, authorizes an increase in the revenue and expense account of the Engineering division to continue pass-through expenditures and amends the FYE 2021 Engineering budget.

Upon a motion by G. Turck, and seconded by M. Murray, Resolution No. 2020-08-96, FYE 2021 Operating Budget Amendment, Engineering Division, Pass-Through Expenditures, was unanimously approved.

- e. Resolution No. 2020-08-97, approves the SCADA Services Agreement Amendment No. 2, by and between the Authority and the Town of Clifton, and further authorizes and directs the Executive Director to execute said Agreement Amendment.

C. Tuttle stated that C. Farone had earlier mentioned the Water Quality contracts that the Authority had lost due to a treatment plant being decommissioned, which relates to this project. The Newton Falls Surface Water Treatment Plant was decommissioned and an interconnection was built between Star Lake and Newton Falls so they now receive water from Star Lake.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2020-08-97, SCADA Services Agreement Amendment 2, Town of Clifton, Newton Falls Water System Improvements, was unanimously approved.

- f. Resolution No. 2020-08-98, approves the SCADA Services Agreement Amendment No. 1, by and between the Authority and the Village of Heuvelton, and further authorizes and directs the Executive Director to execute said Agreement Amendment.

Upon a motion by M. Murray, and seconded by D. Mastascusa, Resolution No. 2020-08-98, SCADA Services Agreement Amendment 1, Village of Heuvelton, Water System Improvements Project, was unanimously approved.

- g. Resolution No. 2020-08-99, approves the Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Tupper Lake, and further authorizes and directs the Executive Director to execute said Agreement Amendment.

Upon a motion by G. Turck, and seconded by A. Calligaris, Resolution No. 2020-08-99, Technical Services Agreement Amendment 1, Village of Tupper Lake, Sewer System Capital Improvement Project, was unanimously approved.

- h. Resolution No. 2020-08-100, approves the Technical Services Agreement Amendment 2, by and between the Authority and the Village of Tupper Lake, and further authorizes and directs the Executive Director to execute said Agreement Amendment.

Upon a motion by D. Mastascusa, and seconded by A. Calligaris, Resolution No. 2020-08-100, Technical Services Agreement Amendment 2, Village of Tupper Lake, Water System Improvement Project, was unanimously approved.

10. Project Development –

Loan Report –

M. Capone reported that the Project Development Committee met on August 13th and approved extensions to 351 E. Orvis for an additional one month no principal and interest, Trailhead Resort received three months of interest only, and Osceola Resort received an additional three months of interest only. COR Arsenal Street was approved for 12 months of no principle or interest, and in regard to that deferment the Authority will be receiving the mortgages on the six parcels that the Authority did not have mortgages on.

Under loan activity, M. Capone stated all borrowers are paying as agreed in the DANC Loan Portfolio for the housing improvement program.

Under the North Country Economic Development Fund there is one in default and the Authority is currently working with the St. Lawrence County IDA to sell that equipment to be able to collect.

J. Johnson left the meeting at 12:40 PM.

- a. Resolution No. 2020-08-101, ratifies the grant/loan commitment in the amount of up to \$144,000 (\$72,000 loan/\$72,000 grant) from the North Country Redevelopment Fund to BRB Café, LLC at the terms and conditions on the term sheet attached to the resolution, consistent with the Empire State Development program requirements, and further authorizes the Executive Director to execute all documents necessary to make the loan. This is considered a Type II Action, under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2020-08-101, North Country Redevelopment Loan Fund, BRB Café, LLC, Ratifying Loan and Grant, was unanimously approved.

- b. Resolution No. 2020-08-102, approves the Agreement between Jefferson County and the Development Authority of the North Country for administrative services of the HOME program, and be it further resolved that the Executive Director is authorized

to execute a contract for services with Jefferson County to implement the program and execute agreements with awardees to carry out the program.

Upon a motion by A. Calligaris, and seconded by G. Turck, Resolution No. 2020-08-102, Subrecipient Agreement, North Country HOME Consortium, Jefferson County, was unanimously approved.

- c. Resolution No. 2020-08-103, ratifies the grant/loan commitment in the amount of up to \$200,000 (\$100,000 loan/\$100,000 grant) from the North Country Redevelopment Fund to the St. Lawrence County Industrial Development Agency consistent with the Empire State Development program requirements and further authorizes the Executive Director to execute all documents necessary to make the loan. This is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Upon a motion by D. Mastascusa, and seconded by A. Calligaris, Resolution No. 2020-08-103, North Country Redevelopment Loan Fund, St. Lawrence County Industrial Development Agency, Ratifying Loan and Grant, was unanimously approved.

- d. Resolution No. 2020-08-104, terminates the Agreement dated May 2, 2006 between Jefferson County and the Development Authority of the North Country for funding into the Community Rental Housing Program, and authorizes the Executive Director to return \$1 million to Jefferson County. This resolution further authorizes the Executive Director to increase the Co. 55 budget line for grants from \$25,000 to \$1,025,000.

M. Capone stated that the Authority does have another agreement with Jefferson County for an additional \$400,000 that they gave to the Authority in 2010. M. Capone does not recommend returning these funds at this time because these funds are for Beaver Meadows and the Authority is still working on a project development agreement on the property.

Upon a motion by G. Turck, and seconded by M. Murray, Resolution No. 2020-08-104, Grant Agreement, Community Rental Housing Program, Jefferson County, was unanimously approved.

11. Telecommunications –

- a. Resolution No. 2020-08-105, authorizes the Executive Director of the Development Authority of the North Country to enter into agreements with ECC Technologies in a total amount not to exceed \$206,000, and any such agreement shall be funded 50% by the Authority and 50% by another participating entity. This resolution further authorizes the Development Authority of the North Country an increase in Consulting Expense (GL 5970) from \$10,000 to \$113,000.

C. Farone stated that ECC Technologies was the group that helped create the telecommunications network that the Authority has today. R. Durantini, who now works for the Authority, used to work for ECC Technologies.

C. Farone stated that Lewis County is committed to doing this, and calls have been placed to S. Gray of Jefferson County and R. Doyle of St. Lawrence County to see what their level of interest may be.

C. Farone commented that D. Wolf believes that this is the best way to start this project of determining and documenting where the deficiencies are within Jefferson, Lewis, and St. Lawrence Counties. Furthermore, this survey would set up the counties and the Authority with the necessary data to apply for broadband grant money that will be coming out in eight months which will provide additional solutions to these communities.

M. Doheny asked about the second stage when the survey is completed, will it be more than just affordability because there are other things such as reliability of service and other things like that. C. Farone responded that yes, the Authority can work with ECC and will have the opportunity to design the survey to ask any questions. The key to that is going to take a partnership with the counties to get folks to respond. It will be nice to be able to document the results and then go and apply for the federal grant money to build out in these communities.

Upon a motion by A. Calligaris, and seconded by G. Turck, Resolution No. 2020-08-105, FYE 2021 Operating Budget Amendment, Telecommunications Division, Authorizing a Last Mile Field Study, was unanimously approved.

F. Carter stated that he is seeing Verizon trucks seven days a week putting lines up in St. Lawrence County. He is curious if C. Farone or D. Wolf know what is going on as they were never there before. D. Wolf responded that as part of the state broadband grant of \$500 million in the last round, Verizon applied for this with the intention to put in fiber throughout the Gouverneur area and a few areas where they knew their service wasn't great or where there were underserved areas. C. Farone further commented that the Authority is working with the counties to ask the incumbents where their future plans are regarding building fiber. It is our understanding that this information will not be shared with the Authority, but the counties may be able to get answers and this information would be helpful.

12. Materials Management Presentation – P. Pastella -

S. Hunt left the meeting at 12:53 PM.

P. Pastella shared a PowerPoint presentation about the Materials Management southern expansion progress. The virtual tour started with an overview of the buildings and the extension project cells 12 and 13, along with the capping project. P. Pastella stated that the phase one construction, or earthwork, is completed and now they are at about 35% complete with the liner construction, which is 13 acres of cells 12 and 13. The tour continued with images of the two side riser buildings (one for each new cell) which house the leachate pumps, pump stations, a storage building, and a new storage tank. P. Pastella continued that phase one, the construction phase at \$7.8 million, was started in the fall of 2019 and was just completed this spring with some final restoration, while phase two, the liner construction at \$2.7 million, commenced in April of this year and is scheduled to be complete in November of this year. Cell 12 will be ready to receive waste at that time, however the operational decision will be made depending on where the existing working face is at. If that cell does not need to be opened at that time it will be delayed because once it is opened, every drop of water that lands on that cell will need to be treated.

The next image P. Pastella shared was of a profile of the liner construction was shared showing the materials that are used. The subgrade, which was not done as part of phase one, is installed on final grade at the bottom. Next is the geonet (samples were brought), which is a geotextile with a grid inside, which collects groundwater from below and transports it out underneath the landfill. The geonet is followed by an impermeable soil layer, which will have the secondary membrane placed on top. The next layer is structural fill, which is where current construction is now, followed by another clay liner and then another membrane with more stone on top and then the trash would be put on top. This is how it was left last fall. P. Pastella continued that the next step will be a collection pipe in the valley with geo-synthetic and stone around that. The geogrid will go directly on top of the subgrade that was put down in phase one.

An image of the new pump station and the storage building to be attached to the pump station including one building was shared, followed by a close up of the geotextile, or the geonet grid, which is installed to drain the groundwater. This was also used on the capital project to collect the leachate from below and surface water from the top.

She next covered soil liner being installed over the geotextile and in image of the geomap being put on the subgrade as a secondary membrane. As this membrane is installed, the double weld seams are tested with air the entire length of the seam. All repairs and joints are also tested. The liner is all recorded and noted as to which roll is put in what place so if there is a problem with the liner, they are able to go back to the exact area where the liner has a problem and the repair as needed. A wheeled welder is used to seal the two strips together, and then they put pressure in between the space and this completes the testing for leakage.

The next image depicts putting the soil liner on cell 13, and then the geonet is covered with stone. P. Pastella shared an image showing the different layers. There's a sump at the end with the piping connected to the leachate buildings for leachate collection.

P. Pastella explained that once the soil surface is put into place there is another layer of testing performed. A charge is placed into the soil liner using a probe which is stuck 10 feet into the stone fill. If there is any current that is received in the probe, they know there is a leak in the liner and they are able to narrow that down and then repairs can be made at that time. This is another layer of safety to justify the integrity of the liner system.

The geo-synthetic clay liner contains bentonite clay so if there is any leakage in the primary membrane, the clay will expand and seal the leak.

P. Pastella continued with the closure project, which is a cap that has been placed on the north side slopes of cells 8, 9, 10, and 11. Each cell will also have 10 new gas wells. This construction will cost \$4.4 million, was started in June of this year and will be completed in November of this year. The construction of the liner is then integrated with geonet composite, which is the same material they put in the liner system although a little thinner or lighter than the liner system. On top of the geonet is a layer of soil and then grass is planted on top. At this time they are finishing exposing the subgrade, they have installed a trench at the top and at the bottom of the liner because of the gap in the liner. The gas lines will be relocated above the cap because you don't bury the gas lines under it due to possible maintenance, service, or repairs in the future. The existing capping system is then exposed and the new liner will be attached to that system. As this is done at the bottom trench, the cap is tied into the old liner system of those cells meaning the liner system will be exposed and the new cap is welded to it making a

complete seal at the bottom. P. Pastella felt it was important to note that all the materials, except for the structural stone, that have been used for the capping project and the liner construction have been taken from on-site.

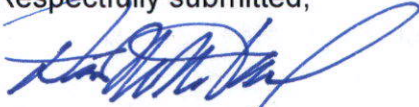
P. Pastella offered a quick update on the Recycling Transfer Station in Harrisville. Since April 14th, they have taken in 1,830 tons of recyclables. They are seeing approximately 50% increase in compaction. They have materials coming in at an average of about one to three cubic yards, and it goes out in average of .19 cubic yards. They are in the process of procuring the scale and getting that installed this fall. They are looking at doing some overhead door replacements, dry surface improvements, security and access controls for the buildings and inside, and they have received their second trailer to haul material.

F. Carter concluded the meeting by stating the next meeting will be October 22, 2020.

C. Farone commented that the Strategic Planning Session scheduled for September will be postponed and combined with the October Board Meeting.

13. Upon a motion by A. Calligaris, and seconded by T. Hefferon, the meeting was adjourned at 1:08 PM.

Respectfully submitted,



Dennis Mastascusa
Board Secretary

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Monday, August 31, 2020

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
STATEMENT OF NET POSITION		
ASSETS		
Cash and Cash Equivalents	\$15,058,258.73	\$5,619,388.96
Accounts Receivable	2,337,254.20	2,962,769.30
Unbilled Revenue	417,380.61	502,785.83
Interest Receivable	124,706.57	178,707.78
Loans Receivable, net	36,638,360.53	36,810,943.50
Inventory	5,301.09	5,301.09
Prepaid Expense	263,698.45	507,698.35
Investments	24,558,829.85	28,867,099.61
Funds Held In Trust	893,957.83	12,812,619.40
OPEB Reserve Fund	5,506,477.44	5,479,082.77
Restricted Assets	73,249,682.84	72,793,331.95
Leased Property	68,866.71	77,195.56
Capital Assets, net	77,863,154.37	72,559,389.98
Total Assets	236,985,929.22	239,176,314.08
DEFERRED OUTFLOWS OF RESOURCES		
Pension	1,403,178.00	1,403,178.00
OPEB	183,981.00	183,981.00
Total Deferred Outflows of Resources	1,587,159.00	1,587,159.00
TOTAL ASSETS PLUS DEFERRED OUTFLOWS	238,573,088.22	240,763,473.08
LIABILITIES		
Accounts Payable	564,451.44	1,333,237.47
Grants & Passthroughs Payable	616,907.10	447,924.20
Community Benefits Payable	137,984.63	164,500.17
Interest Payable	278,877.61	125,447.92
Accrued Expenses	788,181.49	429,347.16
OPEB Liability	5,640,043.06	5,433,204.19
Net Pension Liability	1,309,024.00	1,309,024.00
Unearned Income	6,735,335.57	7,438,972.96
Lease Obligation	68,866.71	77,195.56
Funds Held for Others	10,412,025.25	10,412,025.25
Due to US ARMY	749,985.00	749,985.00
Landfill Closure & Post Closure	17,095,159.07	18,432,663.36
Long-term Liabilities	23,995,546.97	24,291,543.31
Total Liabilities	68,392,387.90	70,645,070.55
DEFERRED INFLOWS OF RESOURCES		
Pension	454,625.00	454,625.00
OPEB	87,497.00	87,497.00
Total Deferred Inflows of Resources	542,122.00	542,122.00
TOTAL LIABILITIES PLUS DEFERRED INFLOWS	68,934,509.90	71,187,192.55
NET POSITION		
Invested In Capital Assets, Net	55,775,098.67	62,286,864.78
Restricted for:		
Community Rental Housing Program	14,193,140.67	14,250,787.38
Community Development Loan Fund	8,561,605.59	8,182,061.08
Affordable Housing Program	22,648,747.63	22,583,025.92
Army Water & Sewer	1,800,000.00	1,800,000.00
Regional Waterline	512,051.31	512,051.31
Reserve For Liner & Replacement	12,175,573.83	12,642,139.72
Reserve For Wetland Mitigation	1,302,234.13	1,292,626.26
OATN Reserve	6,755,253.25	6,718,692.39
Total Restricted	67,948,606.41	67,981,384.06
Board Designated for:		
Infrastructure Development	223,107.42	223,107.42
Capital Reserve	17,742,998.71	12,212,737.56
Tip Fee Stabilization	4,409,972.16	4,362,020.36
Landfill Gas Reserve	1,646,101.78	1,628,366.18
Economic Development Fund	5,548,298.88	5,581,376.83
Affordable Housing Program	3,000,000.00	3,000,000.00
Supplemental Insurance / Admin. Reserve	4,000,000.00	4,000,000.00
Total Board Designated	36,570,478.95	31,007,608.35
Undesignated	9,344,394.29	8,300,423.34
Total Net Position	169,638,578.32	169,576,280.53
Total Liabilities, Deferred Outflows & Net Position	238,573,088.22	240,763,473.08

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Monday, August 31, 2020

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
<u>CHANGE IN NET POSITION</u>		
OPERATING REVENUE:		
Customer Billings	9,308,723.74	22,210,552.80
Waste Diversion Revenue	99,206.14	0.00
Grant Revenue	469,518.71	2,396,759.80
Loan Interest Income	192,857.06	635,971.21
Other Income	361,036.74	1,034,225.12
Total Operating Revenue	10,431,342.39	26,277,508.93
OPERATING EXPENSES		
Depreciation & Amortization	3,166,153.48	8,266,323.83
Salaries	2,489,390.44	5,884,576.18
Fringe Benefits	1,144,270.15	2,657,210.41
Operation & Maintenance	1,001,219.78	2,455,173.87
Recycling Transfer Station	138,048.45	151,462.46
Waste Diversion	267,306.35	888,503.52
Wastewater Treatment	483,970.98	1,272,972.89
Closure & Post Closure Costs	261,031.23	851,891.25
Community Benefits	420,198.51	861,006.03
Water Purchases	302,923.42	568,892.77
Office & Administration	151,042.25	446,170.24
Insurance	176,125.05	413,766.62
Utilities	41,739.27	137,398.04
Bad Debt Expense	1,459.04	630,223.86
Materials & Supplies	80,127.68	239,650.20
Professional Fees	146,242.96	290,984.78
Repairs & Maintenance	54,754.98	150,613.77
Automobile	131,124.60	316,628.99
Computer Expenses	99,984.76	291,870.08
Grants	47,137.50	731,174.64
NYS Administrative Assessment	0.00	122,000.00
Total Operating Expenses	10,604,250.88	27,628,494.43
Total Operating Income	(172,908.49)	(1,350,985.50)
NON-OPERATING REVENUE (EXPENSE)		
Interest Income	491,747.59	2,702,220.82
Gain on Sale of Fixed Assets	0.00	81,291.40
Interest Expense	(256,541.31)	(517,767.83)
Bond Issuance Costs	0.00	(128,847.57)
Total Non-Operating Expense, Net	235,206.28	2,136,896.82
CHANGE IN NET ASSETS	62,297.79	785,911.32

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Monday, August 31, 2020

	ADMIN	MATERIALS MGMT	TELECOM	ARMY SEWER	ARMY WATER	REGIONAL WATER	WQ CONTRACTS	ENGINEERING	REGIONAL DEVELOPMENT	TOTAL
STATEMENT OF NET POSITION										
ASSETS										
Cash and Cash Equivalents	\$15,058,258.73									\$15,058,258.73
Accounts Receivable	(391.24)	923,782.64	1,131,205.32		164,424.00		16,542.90	66,376.72	35,313.86	2,337,254.20
Unbilled Revenue				97,043.28	28,875.78	61,357.19	81,199.31	112,936.58	35,968.47	417,380.61
Interest Receivable	4,603.02	29,594.53	1,846.80						88,662.22	124,706.57
Loans Receivable, net									36,638,360.53	36,638,360.53
Inventory		5,301.09								5,301.09
Prepaid Expense	256,259.51		7,438.94							263,698.45
Investments	6,251,253.52	13,538,245.33	1,994,437.13						2,774,893.87	24,558,829.85
Funds Held In Trust		893,957.83								893,957.83
OPEB Reserve Fund	5,506,477.44									5,506,477.44
Restricted Assets		32,700,589.31	10,458,808.39	1,916,349.97	1,045,281.80	482,674.82			26,645,978.55	73,249,682.84
Leased Property									68,866.71	68,866.71
Capital Assets, net	612,839.58	42,120,281.26	25,262,398.80	3,352,123.29	3,393,349.44	3,079,530.04		42,631.96		77,863,154.37
Total Assets	27,689,300.56	90,211,751.99	38,856,135.38	5,365,516.54	4,631,931.02	3,623,562.05	97,742.21	221,945.26	66,288,044.21	236,985,929.22
DEFERRED OUTFLOWS OF RESO...										
Pension	1,403,178.00									1,403,178.00
OPEB	183,981.00									183,981.00
Total Deferred Outflows of Resources	1,587,159.00									1,587,159.00
TOTAL ASSETS PLUS DEFERRED...	29,276,459.56	90,211,751.99	38,856,135.38	5,365,516.54	4,631,931.02	3,623,562.05	97,742.21	221,945.26	66,288,044.21	238,573,088.22
LIABILITIES										
Accounts Payable	176,627.36	64,853.40	55,584.67	186,417.50	66,135.54	14,772.98		59.99		564,451.44
Grants & Passthroughs Payable			592,040.00						24,867.10	616,907.10
Community Benefits Payable		137,984.63								137,984.63
Interest Payable		278,877.61								278,877.61
Accrued Expenses	567,741.32	75,880.18	73,899.71	15,893.41	15,893.40			38,873.38	0.09	788,181.49
OPEB Liability	5,640,043.06									5,640,043.06
Net Pension Liability	1,309,024.00									1,309,024.00
Unearned Income			5,984,519.23						750,816.34	6,735,335.57
Lease Obligation									68,866.71	68,866.71
Funds Held for Others									10,412,025.25	10,412,025.25
Due to US ARMY				749,985.00						749,985.00
Landfill Closure & Post Closure		17,095,159.07								17,095,159.07
Long-term Liabilities	964,000.00	19,334,828.84			1,079,633.00	1,683,751.80			933,333.33	23,995,546.97
Internal: Due To/Due From	14,586,943.96	(12,977,434.46)	199,944.81	(1,556,354.43)	71,988.32	(274,052.34)	(332,073.49)	125,050.98	155,986.65	
Total Liabilities	23,244,379.70	24,010,149.27	6,905,988.42	(604,058.52)	1,233,650.26	1,424,472.44	(332,073.49)	163,984.35	12,345,895.47	68,392,387.90
DEFERRED INFLOWS OF RESOURCES										
Pension	454,625.00									454,625.00
OPEB	87,497.00									87,497.00
Total Deferred Inflows of Resources	542,122.00									542,122.00
TOTAL LIABILITIES PLUS DEFERR...	23,786,501.70	24,010,149.27	6,905,988.42	(604,058.52)	1,233,650.26	1,424,472.44	(332,073.49)	163,984.35	12,345,895.47	68,934,509.90
NET POSITION										
Invested In Capital Assets, Net	612,839.58	22,795,610.36	25,262,398.80	3,352,123.29	2,313,716.44	1,395,778.24		42,631.96		55,775,098.67
Restricted for:										
Community Rental Housing Program									14,193,140.67	14,193,140.67
Community Development Loan Fund									8,561,605.59	8,561,605.59
Affordable Housing Program									22,648,747.63	22,648,747.63
Army Water & Sewer				900,000.00	900,000.00					1,800,000.00
Regional Waterline						512,051.31				512,051.31
Reserve For Liner & Replacement		12,175,573.83								12,175,573.83
Reserve For Wetland Mitigation		1,302,234.13								1,302,234.13
OATN Reserve			6,755,253.25							6,755,253.25
Total Restricted		13,477,807.96	6,755,253.25	900,000.00	900,000.00	512,051.31			45,403,493.89	67,948,606.41
Board Designated for:										
Infrastructure Development				223,107.42						223,107.42
Capital Reserve		17,467,634.71			275,364.00					17,742,998.71
Tip Fee Stabilization		4,409,972.16								4,409,972.16
Landfill Gas Reserve		1,646,101.78								1,646,101.78
Economic Development Fund								5,548,298.88		5,548,298.88
Affordable Housing Program								3,000,000.00		3,000,000.00
Supplemental Insurance / Admin. Reser...	4,000,000.00									4,000,000.00
Total Board Designated	4,000,000.00	23,523,708.65		223,107.42	275,364.00				8,548,298.88	36,570,478.95
Undesignated	877,118.28	6,404,475.75	(67,505.09)	1,494,344.35	(90,799.68)	291,260.06	429,815.70	15,328.95	(9,644.03)	9,344,394.29
Total Net Postion	5,489,957.86	66,201,602.72	31,950,146.96	5,969,575.06	3,398,280.76	2,199,089.61	429,815.70	57,960.91	53,942,148.74	169,638,578.32
Total Liabilities, Deferred Outflows...	29,276,459.56	90,211,751.99	38,856,135.38	5,365,516.54	4,631,931.02	3,623,562.05	97,742.21	221,945.26	66,288,044.21	238,573,088.22

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Monday, August 31, 2020

	<u>ADMIN</u>	<u>MATERIALS MGMT</u>	<u>TELECOM</u>	<u>ARMY SEWER</u>	<u>ARMY WATER</u>	<u>REGIONAL WATER</u>	<u>WQ CONTRACTS</u>	<u>ENGINEERING</u>	<u>REGIONAL DEVELOPMENT</u>	<u>TOTAL</u>
<u>CHANGE IN NET POSITION</u>										
OPERATING REVENUE:										
Customer Billings		3,778,837.71	2,672,020.19	907,750.98	875,888.93	149,572.52	360,077.19	509,548.90	55,027.32	9,308,723.74
Waste Diversion Revenue		99,206.14								99,206.14
Grant Revenue	2,906.25	28,102.53							438,509.93	469,518.71
Loan Interest Income									192,857.06	192,857.06
Other Income	89,820.87	243,069.22	8,708.86	5,208.75					14,229.04	361,036.74
Total Operating Revenue	92,727.12	4,149,215.60	2,680,729.05	912,959.73	875,888.93	149,572.52	360,077.19	509,548.90	700,623.35	10,431,342.39
OPERATING EXPENSES										
Depreciation & Amortization	104,441.93	1,238,652.87	1,488,265.26	125,188.39	129,158.84	66,741.38		13,704.81		3,166,153.48
Salaries	486,434.09	605,536.73	523,368.89	125,690.45	153,458.35	11,780.80	191,064.31	268,437.34	123,619.48	2,489,390.44
Fringe Benefits	217,996.81	325,948.89	180,762.64	76,510.02	71,007.08	5,520.00	85,884.04	124,606.27	56,034.40	1,144,270.15
Operation & Maintenance	8,460.42	176,189.70	737,328.58	24,903.58	1,480.00	2,128.00	19,968.81	28,430.69	2,330.00	1,001,219.78
Recycling Transfer Station		138,048.45								138,048.45
Waste Diversion		267,306.35								267,306.35
Wastewater Treatment		116,968.70		367,002.28						483,970.98
Closure & Post Closure Costs		261,031.23								261,031.23
Community Benefits		316,432.77								316,432.77
Water Purchases				1,436.00	267,125.13	34,362.29			103,765.74	420,198.51
Office & Administration	67,533.25	17,122.88	42,365.21	15,859.37				6,898.97	1,262.57	151,042.25
Insurance	7,791.65	70,666.65	51,208.35	14,458.35	11,458.35	2,250.00	7,208.35	11,083.35		176,125.05
Utilities		15,517.38	1,350.16	12,975.45	4,032.91	7,863.37				41,739.27
Bad Debt Expense			1,216.05						242.99	1,459.04
Materials & Supplies		80,127.68								80,127.68
Professional Fees	77,582.49	8,386.68	40,126.39	544.40	293.13				19,309.87	146,242.96
Repairs & Maintenance		1,804.62		25,428.46	20,611.98	6,909.92				54,754.98
Automobile	99.95	7,166.65	35,149.92	82,463.75				6,244.33		131,124.60
Computer Expenses	56,135.25	5,752.50	8,312.81	7,356.93				22,427.27		99,984.76
Grants									47,137.50	47,137.50
Admin Allocation	(888,136.22)	344,330.43	252,408.31	118,655.00	62,613.60	7,282.72	15,009.50	22,736.32	65,100.34	
Engineering Allocation		13,103.16	7,761.73	6,089.06	5,984.97	675.65	2,797.28	(37,103.23)	691.38	
Water Quality Allocation				(72,830.41)	30,768.34	2,049.74	40,012.33			
Total Operating Expenses	138,339.62	4,010,094.32	3,369,624.30	931,731.08	757,992.68	147,563.87	361,944.62	467,466.12	419,494.27	10,604,250.88
Total Operating Income	(45,612.50)	139,121.28	(688,895.25)	(18,771.35)	117,896.25	2,008.65	(1,867.43)	42,082.78	281,129.08	(172,908.49)
NON-OPERATING REVENUE (EX...										
Interest Income	54,253.91	238,785.66	50,145.30	24,187.97	13,193.44	3,595.76			107,585.55	491,747.59
Interest Expense		(250,366.25)				(6,175.06)				(256,541.31)
Total Non-Operating Expense, Net	54,253.91	(11,580.59)	50,145.30	24,187.97	13,193.44	(2,579.30)			107,585.55	235,206.28
CHANGE IN NET ASSETS	8,641.41	127,540.69	(638,749.95)	5,416.62	131,089.69	(570.65)	(1,867.43)	42,082.78	388,714.63	62,297.79

**Summary of All Units
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$22,233,827.00	\$9,264,100.00	\$9,308,723.74	\$44,623.74
	Waste Diversion Revenue	969,397.00	403,915.00	99,206.14	(304,708.86)
	Grant Revenue	1,712,312.00	713,460.00	469,518.71	(243,941.29)
	Loan Interest Income	697,000.00	290,415.00	192,857.06	(97,557.94)
	Other Income	777,760.00	324,065.00	361,036.74	36,971.74
	Total Operating Revenue	26,390,296.00	10,995,955.00	10,431,342.39	(564,612.61)
OPERATING EXPENSES					
	Depreciation & Amortization	8,221,600.00	3,425,665.00	3,166,153.48	(259,511.52)
	Salaries	6,435,499.00	2,681,445.00	2,489,390.44	(192,054.56)
	Fringe Benefits	3,046,401.00	1,269,347.10	1,144,270.15	(125,076.95)
	Operation & Maintenance	3,026,515.00	1,261,066.65	1,001,219.78	(259,846.87)
	Waste Diversion	1,426,000.00	594,170.00	267,306.35	(326,863.65)
	Recycling Transfer Station	1,234,736.00	514,475.00	138,048.45	(376,426.55)
	Wastewater Treatment	1,370,276.00	570,950.00	483,970.98	(86,979.02)
	Closure & Post Closure Costs	803,999.00	335,000.00	261,031.23	(73,968.77)
	Water Purchases	765,941.00	319,145.00	302,923.42	(16,221.58)
	Community Benefits	884,027.00	368,345.00	420,198.51	51,853.51
	Office & Administration	596,322.00	248,480.85	151,042.25	(97,438.60)
	Insurance	422,700.00	176,130.00	176,125.05	(4.95)
	Utilities	176,000.00	73,330.00	41,739.27	(31,590.73)
	Bad Debt Expense	0.00	0.00	1,459.04	1,459.04
	Materials & Supplies	282,000.00	117,500.00	80,127.68	(37,372.32)
	Professional Fees	530,007.00	220,855.80	146,242.96	(74,612.84)
	Repairs & Maintenance	168,500.00	70,210.00	54,754.98	(15,455.02)
	Automobile	381,647.00	159,020.00	131,124.60	(27,895.40)
	Computer Expenses	333,169.00	138,820.00	99,984.76	(38,835.24)
	Grants	1,517,500.00	632,290.00	47,137.50	(585,152.50)
	Admin Allocation	0.00	5.00	0.00	(5.00)
	Engineering Allocation	0.00	5.00	0.00	(5.00)
	Water Quality Allocation	0.00	(5.00)	0.00	5.00
	NYS Administrative Assessment	125,050.00	52,105.00	0.00	(52,105.00)
	Contingency	49,580.00	20,660.00	0.00	(20,660.00)
	Total Operating Expenses	31,797,469.00	13,249,015.40	10,604,250.88	(2,644,764.52)
	Total Operating Income	(5,407,173.00)	(2,253,060.40)	(172,908.49)	2,080,151.91
NON-OPERATING REVENUE...					
	Interest Income	1,736,937.00	723,725.00	491,747.59	(231,977.41)
	Gain on Sale of Fixed Assets	73,000.00	30,415.00	0.00	(30,415.00)
	Interest Expense	(721,047.00)	(300,435.00)	(256,541.31)	43,893.69
	Total Non-Operating Expe...	1,088,890.00	453,705.00	235,206.28	(218,498.72)

**Summary of All Units
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
	CHANGE IN NET POSITION	(4,318,283.00)	(1,799,355.40)	62,297.79	1,861,653.19

Administration
Change In Net Position
For the Five Months Ending Monday, August 31, 2020

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Grant Revenue	\$10,000.00	\$4,165.00	\$2,906.25	(\$1,258.75)
	Other Income	212,700.00	88,625.00	89,820.87	1,195.87
	Total Operating Revenue	222,700.00	92,790.00	92,727.12	(62.88)
OPERATING EXPENSES					
	Depreciation & Amortization	277,600.00	115,665.00	104,441.93	(11,223.07)
	Salaries	1,235,732.00	514,885.00	486,434.09	(28,450.91)
	Fringe Benefits	588,916.00	245,377.10	217,996.81	(27,380.29)
	Operation & Maintenance	17,355.00	7,233.30	8,460.42	1,227.12
	Office & Administration	220,875.00	92,033.35	67,533.25	(24,500.10)
	Insurance	18,700.00	7,790.00	7,791.65	1.65
	Professional Fees	114,300.00	47,626.65	77,582.49	29,955.84
	Automobile	2,750.00	1,145.00	99.95	(1,045.05)
	Computer Expenses	237,351.00	98,890.00	56,135.25	(42,754.75)
	Admin Allocation	(2,168,149.00)	(903,395.00)	(888,136.22)	15,258.78
	Total Operating Expenses	545,430.00	227,250.40	138,339.62	(88,910.78)
	Total Operating Income	(322,730.00)	(134,460.40)	(45,612.50)	88,847.90
NON-OPERATING REVENUE...					
	Interest Income	314,600.00	131,085.00	54,253.91	(76,831.09)
	Gain on Sale of Fixed Assets	28,000.00	11,665.00	0.00	(11,665.00)
	Total Non-Operating Expe...	342,600.00	142,750.00	54,253.91	(88,496.09)
	CHANGE IN NET POSITION	19,870.00	8,289.60	8,641.41	351.81

**Materials Management
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$9,027,500.00	\$3,761,460.00	\$3,778,837.71	\$17,377.71
	Waste Diversion Revenue	969,397.00	403,915.00	99,206.14	(304,708.86)
	Grant Revenue	333,312.00	138,880.00	28,102.53	(110,777.47)
	Other Income	463,009.00	192,920.00	243,069.22	50,149.22
	Total Operating Revenue	10,793,218.00	4,497,175.00	4,149,215.60	(347,959.40)
OPERATING EXPENSES					
	Depreciation & Amortization	3,560,700.00	1,483,625.00	1,238,652.87	(244,972.13)
	Salaries	1,677,258.00	698,860.00	605,536.73	(93,323.27)
	Fringe Benefits	932,013.00	388,340.00	325,948.89	(62,391.11)
	Operation & Maintenance	918,076.00	382,535.00	176,189.70	(206,345.30)
	Waste Diversion	1,426,000.00	594,170.00	267,306.35	(326,863.65)
	Recycling Transfer Station	1,234,736.00	514,475.00	138,048.45	(376,426.55)
	Wastewater Treatment	354,200.00	147,585.00	116,968.70	(30,616.30)
	Closure & Post Closure Costs	803,999.00	335,000.00	261,031.23	(73,968.77)
	Community Benefits	780,261.00	325,110.00	316,432.77	(8,677.23)
	Office & Administration	102,650.00	42,775.00	17,122.88	(25,652.12)
	Insurance	169,600.00	70,665.00	70,666.65	1.65
	Utilities	65,000.00	27,080.00	15,517.38	(11,562.62)
	Materials & Supplies	282,000.00	117,500.00	80,127.68	(37,372.32)
	Professional Fees	26,353.00	10,980.00	8,386.68	(2,593.32)
	Repairs & Maintenance	20,000.00	8,335.00	1,804.62	(6,530.38)
	Automobile	17,200.00	7,165.00	7,166.65	1.65
	Computer Expenses	16,055.00	6,690.00	5,752.50	(937.50)
	Admin Allocation	840,523.00	350,220.00	344,330.43	(5,889.57)
	Engineering Allocation	31,076.00	12,950.00	13,103.16	153.16
	NYS Administrative Assessment	52,101.00	21,710.00	0.00	(21,710.00)
	Contingency	30,000.00	12,500.00	0.00	(12,500.00)
	Total Operating Expenses	13,339,801.00	5,558,270.00	4,010,094.32	(1,548,175.68)
	Total Operating Income	(2,546,583.00)	(1,061,095.00)	139,121.28	1,200,216.28
NON-OPERATING REVENUE...					
	Interest Income	721,634.00	300,680.00	238,785.66	(61,894.34)
	Gain on Sale of Fixed Assets	45,000.00	18,750.00	0.00	(18,750.00)
	Interest Expense	(658,144.00)	(274,225.00)	(250,366.25)	23,858.75
	Total Non-Operating Expe...	108,490.00	45,205.00	(11,580.59)	(56,785.59)
	CHANGE IN NET POSITION	(2,438,093.00)	(1,015,890.00)	127,540.69	1,143,430.69

**Telecommunications
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$6,160,090.00	\$2,566,705.00	\$2,672,020.19	\$105,315.19
	Other Income	47,050.00	19,605.00	8,708.86	(10,896.14)
	Total Operating Revenue	6,207,140.00	2,586,310.00	2,680,729.05	94,419.05
OPERATING EXPENSES					
	Depreciation & Amortization	3,647,400.00	1,519,750.00	1,488,265.26	(31,484.74)
	Salaries	1,237,434.00	515,595.00	523,368.89	7,773.89
	Fringe Benefits	431,447.00	179,775.00	180,762.64	987.64
	Operation & Maintenance	1,812,084.00	755,038.35	737,328.58	(17,709.77)
	Office & Administration	108,486.00	45,200.00	42,365.21	(2,834.79)
	Insurance	122,900.00	51,210.00	51,208.35	(1.65)
	Utilities	5,000.00	2,085.00	1,350.16	(734.84)
	Bad Debt Expense	0.00	0.00	1,216.05	1,216.05
	Professional Fees	198,791.00	82,835.00	40,126.39	(42,708.61)
	Automobile	101,600.00	42,335.00	35,149.92	(7,185.08)
	Computer Expenses	28,605.00	11,921.65	8,312.81	(3,608.84)
	Admin Allocation	616,227.00	256,760.00	252,408.31	(4,351.69)
	Engineering Allocation	11,662.00	4,860.00	7,761.73	2,901.73
	NYS Administrative Assessment	34,715.00	14,465.00	0.00	(14,465.00)
	Contingency	19,580.00	8,160.00	0.00	(8,160.00)
	Total Operating Expenses	8,375,931.00	3,489,990.00	3,369,624.30	(120,365.70)
	Total Operating Income	(2,168,791.00)	(903,680.00)	(688,895.25)	214,784.75
NON-OPERATING REVENUE...					
	Interest Income	250,523.00	104,385.00	50,145.30	(54,239.70)
	Total Non-Operating Expe...	250,523.00	104,385.00	50,145.30	(54,239.70)
	CHANGE IN NET POSITION	(1,918,268.00)	(799,295.00)	(638,749.95)	160,545.05

**Water Quality
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$5,617,702.00	\$2,340,710.00	\$2,293,289.62	(\$47,420.38)
	Other Income	12,501.00	5,210.00	5,208.75	(1.25)
	Total Operating Revenue	5,630,203.00	2,345,920.00	2,298,498.37	(47,421.63)
OPERATING EXPENSES					
	Depreciation & Amortization	708,100.00	295,040.00	321,088.61	26,048.61
	Salaries	1,213,298.00	505,535.00	481,993.91	(23,541.09)
	Fringe Benefits	621,402.00	258,920.00	238,921.14	(19,998.86)
	Operation & Maintenance	177,800.00	74,095.00	48,480.39	(25,614.61)
	Wastewater Treatment	1,016,076.00	423,365.00	367,002.28	(56,362.72)
	Water Purchases	765,941.00	319,145.00	302,923.42	(16,221.58)
	Office & Administration	78,450.00	32,676.65	15,859.37	(16,817.28)
	Insurance	84,900.00	35,380.00	35,375.05	(4.95)
	Utilities	106,000.00	44,165.00	24,871.73	(19,293.27)
	Professional Fees	6,936.00	2,890.00	837.53	(2,052.47)
	Repairs & Maintenance	148,500.00	61,875.00	52,950.36	(8,924.64)
	Automobile	239,720.00	99,885.00	82,463.75	(17,421.25)
	Computer Expenses	13,602.00	5,668.35	7,356.93	1,688.58
	Admin Allocation	496,760.00	206,985.00	203,560.82	(3,424.18)
	Engineering Allocation	35,958.00	14,985.00	15,546.96	561.96
	Water Quality Allocation	0.00	(5.00)	0.00	5.00
	NYS Administrative Assessment	31,277.00	13,030.00	0.00	(13,030.00)
	Total Operating Expenses	5,744,720.00	2,393,635.00	2,199,232.25	(194,402.75)
	Total Operating Income	(114,517.00)	(47,715.00)	99,266.12	146,981.12
NON-OPERATING REVENUE...					
	Interest Income	67,900.00	28,295.00	40,977.17	12,682.17
	Interest Expense	(59,403.00)	(24,750.00)	(6,175.06)	18,574.94
	Total Non-Operating Expe...	8,497.00	3,545.00	34,802.11	31,257.11
	CHANGE IN NET POSITION	(106,020.00)	(44,170.00)	134,068.23	178,238.23

**Army Sewer
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$2,365,363.00	\$985,570.00	\$907,750.98	(\$77,819.02)
	Other Income	12,501.00	5,210.00	5,208.75	(1.25)
	Total Operating Revenue	2,377,864.00	990,780.00	912,959.73	(77,820.27)
OPERATING EXPENSES					
	Depreciation & Amortization	275,200.00	114,665.00	125,188.39	10,523.39
	Salaries	410,510.00	171,045.00	125,690.45	(45,354.55)
	Fringe Benefits	209,827.00	87,430.00	76,510.02	(10,919.98)
	Operation & Maintenance	110,000.00	45,835.00	24,903.58	(20,931.42)
	Wastewater Treatment	1,016,076.00	423,365.00	367,002.28	(56,362.72)
	Water Purchases	3,200.00	1,335.00	1,436.00	101.00
	Office & Administration	76,200.00	31,741.65	15,859.37	(15,882.28)
	Insurance	34,700.00	14,460.00	14,458.35	(1.65)
	Utilities	59,750.00	24,895.00	12,975.45	(11,919.55)
	Professional Fees	4,179.00	1,740.00	544.40	(1,195.60)
	Repairs & Maintenance	85,000.00	35,415.00	25,428.46	(9,986.54)
	Automobile	239,720.00	99,885.00	82,463.75	(17,421.25)
	Computer Expenses	13,602.00	5,668.35	7,356.93	1,688.58
	Admin Allocation	289,618.00	120,675.00	118,655.00	(2,020.00)
	Engineering Allocation	10,720.00	4,465.00	6,089.06	1,624.06
	Water Quality Allocation	(210,579.00)	(87,740.00)	(72,830.41)	14,909.59
	NYS Administrative Assessment	13,740.00	5,725.00	0.00	(5,725.00)
	Total Operating Expenses	2,641,463.00	1,100,605.00	931,731.08	(168,873.92)
	Total Operating Income	(263,599.00)	(109,825.00)	(18,771.35)	91,053.65
NON-OPERATING REVENUE...					
	Interest Income	38,400.00	16,000.00	24,187.97	8,187.97
	Total Non-Operating Expe...	38,400.00	16,000.00	24,187.97	8,187.97
	CHANGE IN NET POSITION	(225,199.00)	(93,825.00)	5,416.62	99,241.62

**Army Water Line
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$2,022,314.00	\$842,630.00	\$875,888.93	\$33,258.93
	Total Operating Revenue	2,022,314.00	842,630.00	875,888.93	33,258.93
OPERATING EXPENSES					
	Depreciation & Amortization	266,100.00	110,875.00	129,158.84	18,283.84
	Salaries	347,210.00	144,670.00	153,458.35	8,788.35
	Fringe Benefits	177,041.00	73,770.00	71,007.08	(2,762.92)
	Operation & Maintenance	10,000.00	4,170.00	1,480.00	(2,690.00)
	Water Purchases	686,300.00	285,960.00	267,125.13	(18,834.87)
	Office & Administration	1,100.00	455.00	0.00	(455.00)
	Insurance	27,500.00	11,460.00	11,458.35	(1.65)
	Utilities	21,250.00	8,855.00	4,032.91	(4,822.09)
	Professional Fees	2,257.00	940.00	293.13	(646.87)
	Repairs & Maintenance	31,000.00	12,915.00	20,611.98	7,696.98
	Admin Allocation	152,867.00	63,695.00	62,613.60	(1,081.40)
	Engineering Allocation	10,197.00	4,250.00	5,984.97	1,734.97
	Water Quality Allocation	94,469.00	39,360.00	30,768.34	(8,591.66)
	NYS Administrative Assessment	10,851.00	4,520.00	0.00	(4,520.00)
	Total Operating Expenses	1,838,142.00	765,895.00	757,992.68	(7,902.32)
	Total Operating Income	184,172.00	76,735.00	117,896.25	41,161.25
NON-OPERATING REVENUE...					
	Interest Income	20,900.00	8,710.00	13,193.44	4,483.44
	Total Non-Operating Expe...	20,900.00	8,710.00	13,193.44	4,483.44
	CHANGE IN NET POSITION	205,072.00	85,445.00	131,089.69	45,644.69

**Regional Water Line
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$350,705.00	\$146,125.00	\$149,572.52	\$3,447.52
	Total Operating Revenue	350,705.00	146,125.00	149,572.52	3,447.52
OPERATING EXPENSES					
	Depreciation & Amortization	166,800.00	69,500.00	66,741.38	(2,758.62)
	Salaries	33,211.00	13,840.00	11,780.80	(2,059.20)
	Fringe Benefits	16,075.00	6,695.00	5,520.00	(1,175.00)
	Operation & Maintenance	6,800.00	2,835.00	2,128.00	(707.00)
	Water Purchases	76,441.00	31,850.00	34,362.29	2,512.29
	Office & Administration	350.00	145.00	0.00	(145.00)
	Insurance	5,400.00	2,250.00	2,250.00	0.00
	Utilities	25,000.00	10,415.00	7,863.37	(2,551.63)
	Professional Fees	500.00	210.00	0.00	(210.00)
	Repairs & Maintenance	32,500.00	13,545.00	6,909.92	(6,635.08)
	Admin Allocation	17,717.00	7,380.00	7,282.72	(97.28)
	Engineering Allocation	2,747.00	1,145.00	675.65	(469.35)
	Water Quality Allocation	7,517.00	3,130.00	2,049.74	(1,080.26)
	NYS Administrative Assessment	2,149.00	895.00	0.00	(895.00)
	Total Operating Expenses	393,207.00	163,835.00	147,563.87	(16,271.13)
	Total Operating Income	(42,502.00)	(17,710.00)	2,008.65	19,718.65
NON-OPERATING REVENUE...					
	Interest Income	8,600.00	3,585.00	3,595.76	10.76
	Interest Expense	(59,403.00)	(24,750.00)	(6,175.06)	18,574.94
	Total Non-Operating Expe...	(50,803.00)	(21,165.00)	(2,579.30)	18,585.70
	CHANGE IN NET POSITION	(93,305.00)	(38,875.00)	(570.65)	38,304.35

**Water Sewer Contracts
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$879,320.00	\$366,385.00	\$360,077.19	(\$6,307.81)
	Total Operating Revenue	879,320.00	366,385.00	360,077.19	(6,307.81)
OPERATING EXPENSES					
	Salaries	422,367.00	175,980.00	191,064.31	15,084.31
	Fringe Benefits	218,459.00	91,025.00	85,884.04	(5,140.96)
	Operation & Maintenance	51,000.00	21,255.00	19,968.81	(1,286.19)
	Office & Administration	800.00	335.00	0.00	(335.00)
	Insurance	17,300.00	7,210.00	7,208.35	(1.65)
	Admin Allocation	36,558.00	15,235.00	15,009.50	(225.50)
	Engineering Allocation	12,294.00	5,125.00	2,797.28	(2,327.72)
	Water Quality Allocation	108,593.00	45,245.00	40,012.33	(5,232.67)
	NYS Administrative Assessment	4,537.00	1,890.00	0.00	(1,890.00)
	Total Operating Expenses	871,908.00	363,300.00	361,944.62	(1,355.38)
	Total Operating Income	7,412.00	3,085.00	(1,867.43)	(4,952.43)
NON-OPERATING REVENUE...					
	CHANGE IN NET POSITION	7,412.00	3,085.00	(1,867.43)	(4,952.43)

Engineering
Change In Net Position
For the Five Months Ending Monday, August 31, 2020

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$1,266,025.00	\$527,510.00	\$509,548.90	(\$17,961.10)
	Total Operating Revenue	1,266,025.00	527,510.00	509,548.90	(17,961.10)
OPERATING EXPENSES					
	Depreciation & Amortization	27,800.00	11,585.00	13,704.81	2,119.81
	Salaries	701,261.00	292,190.00	268,437.34	(23,752.66)
	Fringe Benefits	310,728.00	129,480.00	124,606.27	(4,873.73)
	Operation & Maintenance	89,200.00	37,165.00	28,430.69	(8,734.31)
	Office & Administration	69,161.00	28,815.00	6,898.97	(21,916.03)
	Insurance	26,600.00	11,085.00	11,083.35	(1.65)
	Professional Fees	500.00	210.00	0.00	(210.00)
	Automobile	20,377.00	8,490.00	6,244.33	(2,245.67)
	Computer Expenses	36,806.00	15,335.00	22,427.27	7,092.27
	Admin Allocation	55,463.00	23,110.00	22,736.32	(373.68)
	Engineering Allocation	(82,956.00)	(34,565.00)	(37,103.23)	(2,538.23)
	NYS Administrative Assessment	6,957.00	2,900.00	0.00	(2,900.00)
	Total Operating Expenses	1,261,897.00	525,800.00	467,466.12	(58,333.88)
	Total Operating Income	4,128.00	1,710.00	42,082.78	40,372.78
NON-OPERATING REVENUE...					
	CHANGE IN NET POSITION	4,128.00	1,710.00	42,082.78	40,372.78

**Regional Development
Change In Net Position
For the Five Months Ending Monday, August 31, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$162,510.00	\$67,715.00	\$55,027.32	(\$12,687.68)
	Grant Revenue	1,369,000.00	570,415.00	438,509.93	(131,905.07)
	Loan Interest Income	697,000.00	290,415.00	192,857.06	(97,557.94)
	Other Income	42,500.00	17,705.00	14,229.04	(3,475.96)
	Total Operating Revenue	2,271,010.00	946,250.00	700,623.35	(245,626.65)
OPERATING EXPENSES					
	Salaries	370,516.00	154,380.00	123,619.48	(30,760.52)
	Fringe Benefits	161,895.00	67,455.00	56,034.40	(11,420.60)
	Operation & Maintenance	12,000.00	5,000.00	2,330.00	(2,670.00)
	Community Benefits	103,766.00	43,235.00	103,765.74	60,530.74
	Office & Administration	16,700.00	6,980.85	1,262.57	(5,718.28)
	Bad Debt Expense	0.00	0.00	242.99	242.99
	Professional Fees	183,127.00	76,314.15	19,309.87	(57,004.28)
	Computer Expenses	750.00	315.00	0.00	(315.00)
	Grants	1,517,500.00	632,290.00	47,137.50	(585,152.50)
	Admin Allocation	159,176.00	66,325.00	65,100.34	(1,224.66)
	Engineering Allocation	4,260.00	1,775.00	691.38	(1,083.62)
	Total Operating Expenses	2,529,690.00	1,054,070.00	419,494.27	(634,575.73)
	Total Operating Income	(258,680.00)	(107,820.00)	281,129.08	388,949.08
NON-OPERATING REVENUE...					
	Interest Income	382,280.00	159,280.00	107,585.55	(51,694.45)
	Interest Expense	(3,500.00)	(1,460.00)	0.00	1,460.00
	Total Non-Operating Expe...	378,780.00	157,820.00	107,585.55	(50,234.45)
	CHANGE IN NET POSITION	120,100.00	50,000.00	388,714.63	338,714.63



Board Resolution No. 2020-10-107
October 22, 2020

**AUTHORIZING DEPOSITORY ACCOUNT RESOLUTIONS
AND CHECK SIGNING AUTHORIZATION**

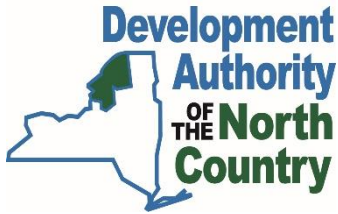
Whereas, it is necessary to designate signatories for appropriate Development Authority of the North Country bank accounts, and

Whereas, it is desirable to provide for electronic transfer of the Development Authority of the North Country funds by appropriate Authority representatives.

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

RESOLVED, that the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller be named as authorized signatories on Authority bank accounts and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel. Further, Mary Allyn Baeslack of Benefits Services Group shall be named as an additional signatory on the Authority's Health Reimbursement Account (HRA) and Section 125 Plan Bank Account, and further be it

RESOLVED, that the Deputy Comptroller, Accountant I and Accounting Associate be designated authorized representatives for the purpose of initiating electronic transfers of Authority funds, when authorized by the designated Authority Officers/personnel, and that all documents required as evidence of such authority be executed by Authority Officers/personnel.



Board Resolution No. 2020-10-108
October 22, 2020

**AUTHORIZING ESTABLISHMENT OF BANK ACCOUNT
WITH COMMUNITY BANK
VOLUNTARY DEFINED CONTRIBUTION PROGRAM**

Whereas, to date the Development Authority of the North Country has provided eligible employees with a Defined Benefit Retirement Plan (Defined Benefit Plan) through its participation in the New York State & Local Retirement System (NYSLRS), and

Whereas, in addition to the Defined Benefit Plan offered by NYSLRS, New York State implemented another retirement benefit called Voluntary Defined Contribution Program (VDC Program). The VDC Program is immediately available to eligible employees within the first 30-days of employment, if they meet the eligibility requirements, and

Whereas, pursuant to New York State Law, the Authority is required to offer eligible new employees membership to one of the following retirement benefits; 1) NYSLRS Defined Benefit Plan, and (2) the VDC Program , and

Whereas, the VDC Program requires an Employer contribution rate of 8% of wages and the vesting period is 366 days and vesting is immediate. During the vesting period, the employee and Employer funds will be held in escrow by the Employer, and

Whereas, at the conclusion of the vesting period, the Employer will apply the required annual interest rate of 4% to the funds held in escrow; and

Whereas, it is necessary to create an escrow account to deposit contributions to the VDC Program during the vesting period, and

Whereas, it is necessary to designate signatories for such VDC Program bank account, and

Whereas, it is desirable to provide for electronic or telephonic transfers of the Development Authority of the North Country funds by appropriate Authority representatives.

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

RESOLVED, that the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller be named as authorized signatories on the Voluntary Defined Contribution Program (VDC) bank account and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel, and further be it

RESOLVED, that the Deputy Comptroller, Accountant I and Accounting Associate be designated authorized representatives for the purpose of initiating electronic transfers of Authority funds, when authorized by the designated Authority Officers/personnel, and that all documents required as evidence of such authority be executed by Authority Officers/personnel.



Board Resolution No. 2020-10-109
October 22, 2020

AUTHORIZING TEMPORARY WATER OPERATOR SERVICES AGREEMENT WITH THE VILLAGE OF MALONE

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

Whereas, the Authority is qualified and equipped to provide contract operator services for municipal water facilities, and

Whereas, the Village has requested Temporary Operator Services from the Development Authority, and

Whereas, the Authority will provide a Certified Class D New York State Department of Health Licensed Water Operator to oversee the Village-owned water distribution system and will be present as requested for emergency on-call, and

Whereas, the term of this Agreement is for three months and conditions will be reviewed and renegotiated upon expiration of this agreement, as appropriate, and

Whereas, the Village will pay the Authority the established hourly rates plus mileage for services rendered.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into a Temporary Water Operator Services Agreement with the Village of Malone.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TEMPORARY WATER OPERATOR SERVICES AGREEMENT**

WITH THE

VILLAGE OF MALONE

This Agreement entered into this 18 day of Sept. 2020, 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 West Main Street, Malone, New York 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

- A. The Authority and the Village entered into an agreement dated January 3, 2018 to provide Management Services for the Village's Waste Water Treatment Facilities.
- B. The Village owns a water plant and associated water distribution system operated and maintained by Village personnel.
- C. The Village has requested water operator services from the Authority on a temporary basis as required to assist Village operating staff.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. The scope of services that will be performed by the Authority is as follows:
 - A. The Authority will provide a New York State Department of Health Class D Licensed Water Operator to oversee the Village owned water distribution system as requested by the Village Mayor.
 - B. The Authority Operator will be present as requested for emergency on-call.

- C. All maintenance of the water distribution system will be performed by Village.
- 2. Contract term is for one (3) months and Agreement conditions will be reviewed and renegotiated upon expiration of this agreement, as appropriate.
- 3. The Village shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage at the federal reimbursement rate.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Water Quality Supervisor 1	\$78.00	N/A
Water Quality Operator	\$61.00	\$78.00
Water Quality Technician	\$53.00	\$67.00

- 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.
- 4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
 - 5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
 - 6. 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.
 - 7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. 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

VILLAGE OF MALONE

By: 
Andrea Dumas
Mayor

ACKNOWLEDGEMENTS

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

On this 18 day of September, 2020, before me personally came **ANDREA DUMAS**, who being duly sworn, did dispose and says that she resides in Malone, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Village.

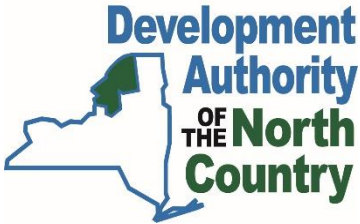
Rebalka L. Scaccia
Notary Public, State of New York
No. 01SC6406803
Qualified in Franklin County
Commission Expires 4/13/2024


NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came **CARL E. FARONE, JR**, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2020-10-110
October 22, 2020

GIS HOSTING AGREEMENTS
VILLAGE OF GOUVERNEUR, VILLAGE OF RENSSELAER FALLS,
VILLAGE OF PHILADELPHIA, TOWN OF MADRID

Whereas, pursuant to Authority Board resolution 2019-09-93, the Development Authority of the North Country will complete the Gouverneur Regional GIS Project on October 31, 2020, which included the Village of Gouverneur, Village of Rensselaer Falls, Village of Philadelphia and Town of Madrid, and

Whereas the Villages and Town will execute five year term agreements with the Authority for GIS hosting services, and

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

Now, therefore be it

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

Table 1 – GIS Hosting Contracts

Name	Start Date	End Date	Total Contract Fee
Village of Gouverneur	11/1/2020	5/31/25	\$6,890
Village of Philadelphia	11/1/2020	5/31/25	\$3,665
Village of Rensselaer Falls	11/1/2020	5/31/25	\$3,665
Town of Madrid	11/1/2020	12/31/2025	\$4,345

GIS WEB-BASED HOSTING AGREEMENT

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

This Agreement entered into this ____ day of _____ 2020, by and between:

TOWN OF MADRID, a municipal corporation of the State of New York having an office building and principal place of business located at 3529 County Route 14, Madrid, NY, 13660, herein after referred to as "Town",

And

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

Recitals

1. In June of 2019, the Town partnered with the Villages of Gouverneur, Philadelphia and Rensselaer Falls, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Town was provided with GIS hosting services at no additional cost for a period commencing November 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Town to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Town Board, at its duly convened meeting held on _____, 2020, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

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

the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

- 2) The Town will provide Datasets to the Authority in a format compatible with the IMA (shapefile or geodatabase).
- 3) The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The Town understands that Hosting Services are provided “as is” with no warranties of any kind.
- 6) All the Town Datasets hosted on the IMA will remain the property of the Town. The Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the Town with all the Town Datasets in electronic format within not more than 15 days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as “Other Datasets”). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in “shapefile” or “geodatabase” format.
- 8) Base services provided by the Authority shall include: twelve 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 Town will be reimbursed as described in Section 402.

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years beginning on November 1, 2020, and ending December 31, 2025, provided that the Town

and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. For base services outlined in Section 201, the Authority shall annually invoice the Town for base services beginning in Year 2 in advance of the hosting period. Thereafter, base services will be invoiced in January 1st in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Town on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Town will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table 1 below. Year 1 is the grant subsidized hosting period. Year 2 has been prorated to align with the Town’s fiscal year.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	11/1/20 – 10/31/21	\$0
2	11/1/21 – 12/31/22	\$1,160
3	1/1/23 – 12/31/23	\$1,045
4	1/1/24 – 12/31/24	\$1,045
5	1/1/25 – 12/31/25	\$1,095

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

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

ARTICLE VII – Miscellaneous

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

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town 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 Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF MADRID

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Tony Cooper
Town Supervisor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2020, before me personally came Tony Cooper, who being duly sworn, did dispose and says that she resides in Madrid New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of the Town of Madrid.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came Carl E. Farone, Jr. who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC

GIS WEB-BASED HOSTING AGREEMENT

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

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

VILLAGE OF GOUVERNEUR, a municipal corporation of the State of New York having an office building and principal place of business located at 33 Clinton Street, Gouverneur, NY 13642, herein after referred to as "Village",

And

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

Recitals

1. In June of 2019, the Village partnered with the Village of Rensselaer Falls, the Town of Madrid, and the Village of Philadelphia, to develop a geographic information system (GIS) for water and wastewater infrastructure. This regional GIS project, was funded by a grant from the New York State Archives and entailed records conversion, database development and web-based interface development. As part of this project, the Village was provided with GIS hosting services at no additional cost for a period commencing November 1, 2020 and ending October 31, 2021; this period is hereinafter referred to as the grant-subsidized hosting period.
2. The purposes of this agreement are to: A) formally outline the scope of GIS hosting services for the grant-subsidized hosting period; and B) provide provisions for the Village to continue GIS hosting and maintenance services after the grant-subsidized hosting period.
3. The Village Board, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

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

the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

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

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

ARTICLE III – Terms

Section 301. Term. The term of this Agreement shall be five (5) years beginning on November 1, 2020, and ending May 31, 2025, provided that the Village and/or

the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. For base services outlined in Section 201, the Authority shall annually invoice the Village for base services beginning in Year 2 in advance of the hosting period. Thereafter, base services will be invoiced in June 1st in advance. For Additional Services outlined in Section 202, the Authority shall invoice the Village on a monthly basis after services are rendered. For all services rendered under Sections 201 and 202, the Village will have 30 days to submit payment after receiving an invoice. The annual cost for base services is outlined in Table 1 below. Year 1 is the grant subsidized hosting period. Year 2 has been prorated to align with the Village’s fiscal year.

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Hosting Fee
1	11/1/20 – 10/31/21	\$0
2	11/1/21 – 5/31/22	\$1,105
3	6/1/22 – 5/31/23	\$1,895
4	6/1/23 – 5/31/24	\$1,995
5	6/1/24 – 5/31/25	\$1,995

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

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF GOUVERNEUR

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Ronald McDougall
Village Mayor

GIS WEB-BASED HOSTING AGREEMENT

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

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

VILLAGE OF PHILADELPHIA, a municipal corporation of the State of New York having an office building and principal place of business located at 56 Main Street, Philadelphia, NY 13673, 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".

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**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF PHILADELPHIA

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Matthew Montroy
Village Mayor

GIS WEB-BASED HOSTING AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
VILLAGE OF RENSSELAER FALLS**

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

VILLAGE OF RENSSELAER FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 212 Rensselaer Street, Rensselaer Falls, NY 13680, 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".

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4	6/1/23 – 5/31/24	\$1,045
5	6/1/24 – 5/31/25	\$1,045

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

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to web-based hosting. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts

receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF RENSSELAER FALLS

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Michael Hammond
Village Mayor



Board Resolution No. 2020-10-111
October 22, 2020

TECHNICAL SERVICES AGREEMENT
LEWIS COUNTY
TURIN BRICK BLOCK BUILDING

Whereas, pursuant to **Resolution No. 2017-06-65**, the Development Authority of the North Country (Authority) and Lewis County (County) entered into an Agreement dated June 17, 2017 to provide Geographic Information System (GIS) services to the County, and

Whereas, the Authority has assisted the Village of Lyons Falls, Lewis County Development Corporation, and Lewis County Industrial Development Agency in the demolition of the Former Lyons Falls Pulp and Paper Mill in the County of Lyons Falls located in Lewis County.

Whereas, the County has condemned the structure known as the Brick Block Building located in the Village of Turin at the intersection of New York State Route 26 and Lewis County Route 38, and

Whereas, the County desires to obtain ownership and demolish the Brick Block Building in the interest of public safety and economic development, and

Whereas, the County will be soliciting proposals from firms to complete a Hazardous Materials Survey of the site to aid in the development of an overall project budget, and

Whereas, the County is desirous of receiving project management services from the Authority to assist with managing the hazardous material survey and developing the project scope, budget, and schedule,

Whereas, the total cost to deliver these services shall not exceed \$5,000.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement**, by and between the Authority and Lewis County, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
TURIN BRICK BLOCK BUILDING**

WITH

LEWIS COUNTY

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

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

And

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

Recitals

- 1) The Authority has been under contract by the Lewis County since 2017, providing Geographic Information System (GIS) Web-Based Hosting Agreement.
- 2) The Authority has assisted the Village of Lyons Falls, Lewis County Development Corporation, and Lewis County Industrial Development Agency in the demolition of the Former Lyons Falls Pulp and Paper Mill in the County of Lyons Falls located in Lewis County.
- 3) The County has condemned the structure known as the Brick Block Building located in the Village of Turin at the intersection of New York State Route 26 and Lewis County Route 38.
- 4) The County desires to obtain ownership and demolish the Brick Block Building in the interest of public safety and economic development.
- 5) The County will be soliciting proposals from firms to complete a Hazardous Materials Survey of the site to aid in the development of an overall project budget.

- 6) The County is desirous of receiving project management services from the Authority to assist with the project oversight.
- 7) This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services to be performed by the Authority consists of several phases as follows:

A. Phase 1:

a. Hazardous Material Assessment

The Authority will solicit quotes from firms to complete a Pre-Demolition Hazardous Materials Survey. The Authority will review, comment, and make a recommendation on quotes received to the County.

b. Project Development

The Authority will utilize the results of the Hazardous Material Survey to develop an overall project scope, budget, and schedule to be utilized by the County to solicit funding. Solicitation of funding and financial assistance is not included in Phase 1 as the scope, budget, and construction schedule are not known at the time of the agreement. An amendment will be provided if these services are requested at a later date.

B. Phase 2:

a. Bid Phase Services

The Authority will compile bid documents for construction activities, facilitate bid process, review bids, and recommend award.

C. Phase 3

a. Construction Phase Services

The Authority will oversee construction contracts, provide periodic inspection during construction, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punchlist, complete construction contract closeout.

b. Grant Administration

The Authority will review existing funding contracts, budgets, work Programs, progress reports and other project related documents to gain a thorough understanding of the baseline conditions for each grant. The Authority will modify budgets with the funding agencies as necessary to reflect the current project priorities, complete progress reports required by funding agencies, track and report on M/WBE compliance and other grant stipulations, maintain current project budgets versus actual costs, complete disbursement requests for reimbursement, complete project close-out documents, and other reports as required by the funding agencies.

2. The County shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$5,000, assuming the Authority is given notice to proceed on the project by January 1, 2021 and the duration of the project will be no longer than 90 days. This agreement will terminate when the scope of services is completed for Phase 1 or at which time the County elects to discontinue services. Should the County elect to proceed with Phase 2 or Phase 3 services, 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 County within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 3/31/21

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	\$69
Administrative Assistant	\$62	\$76

3. The County shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

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. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the County. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
- 14. 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.
Title: Executive Director

COUNTY OF LEWIS

By: _____
Ryan Piche
Title: County Manager

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2020-10-112
October 22, 2020

**TECHNICAL SERVICES AGREEMENT
RT 3 SEWER FACILITIES BOARD OF COMMISSIONERS
GREAT BEND PUMP STATION FIBERGLASS HUT REPLACEMENT
PROJECT**

Whereas, pursuant to **Resolution No. 2019-09-95**, the Development Authority of the North Country (Authority) and the Route 3 Sewer Facilities Board of Commissioners (Board) entered into an Agreement dated September 11, 2019 to provide Technical Services related to completing an asset management plan for the wastewater infrastructure, and

Whereas, the Board has requested additional technical services from the Authority to assist with implementation of the recommendation in the asset management plan to replace the four Great Bend fiberglass pump station huts, and

Whereas, this project will involve project management and oversight through the completion of this project and design/bid phase services. The total cost of this project shall not exceed \$14,000.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement for Great Bend Pump Station Fiberglass Hut Replacement Project** by and between the Authority and the Route 3 Sewer Facilities Board of Commissioners, for a total not to exceed contract amount of \$14,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
GREAT BEND PUMP STATION FIBERGLASS HUT REPLACEMENT PROJECT**

WITH THE

ROUTE 3 SEWER FACILITIES BOARD OF COMMISSIONERS

TOWN OF CHAMPION

TOWN OF LERAY

TOWN OF PAMELIA

TOWN OF RUTLAND

VILLAGE OF BLACK RIVER

This Agreement entered into this 14 day of September 2020, by and between:

BOARD OF COMMISSIONERS FOR THE ROUTE 3 SEWER FACILITIES ("Board" or "Board of Commissioners"), as authorized under an Inter-Municipal Agreement dated May 15, 2003 between the Town of Champion, the Town of LeRay, the Town of Pamela, the Town of Rutland, the Village of Black River,

And

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

Recitals

- A. The Board has requested technical services from the Authority to assist with the implementation of the recommendation to replace the four Great Bend fiberglass pump station huts provided in an April 2020 Asset Management Plan completed by the Authority and presented to the Board. The Board selected the Authority to assist the Board with this task. **A copy of this Resolution has been attached as Exhibit A.**
- B. The Authority completed an Asset Management Plan for the Board under an agreement dated September 19, 2019. The Authority currently provides web-based GIS hosting services and Operation and Maintenance Services to the Board under an agreement dated December 10, 2018.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services to be performed by the Authority consists of several phases as follows:

A. Phase 1:

a. Project Management

The Development Authority will assist the Board with the management of the project by:

- Facilitating Project Meetings (as necessary);
- Developing detailed project budgets;
- Developing project scoping documents;
- Coordinating with vendors to obtain quotes, and facilitating execution of contracts with the Board to complete project tasks.

b. Design/Bid Phase Services

The Authority will provide limited design services for the Great Bend Fiberglass Hut Replacement. This proposal assumes that the scope of the improvements to the Great Bend Fiberglass huts will be limited to the following: 1) replacement of the huts within the existing footprint of the building; 2) no changes will be necessary to the foundations of the pump stations; 3) no upgrades will be made to the equipment within the pump stations; and 4) bids will be received for both fiberglass replacement as well as stick built replacement so the Board can review the costs and make a decision on which option they would prefer. The Board will need a direct contract with an engineer to provide the drawings to be included in the bid documents for the stick built hut replacements. If the Board elects to pursue a bid including both options of Fiberglass hut replacement as well as stick built hut replacements. The Authority will work with the Board to obtain these services and implement the design into the bid documents for the project.

The Authority will compile bid documents for construction activities, facilitate bid process, review bids and recommend award.

The Authority will also assist the Town with the completion of permitting and planning activities associated with the project including completion of basic SEQR, and SHPO.

B. Phase 2:

a. Construction Phase Services

The Authority will oversee construction contracts, provide periodic inspection during construction, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punchlist, complete construction contract closeout.

Note: The scope of services may be adjusted as the work progresses, by mutual consent of the parties.

2. The Board shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$14,000. This agreement will terminate when the scope of services is completed for Phase 1 or at which time the Board elects to discontinue services. Should the Board elect to proceed with Phase 2 services, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. The cost of construction phase services will be dependent on whether the board elects to proceed with replacement in-kind of the fiberglass huts or replacement with stick built structures. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Board within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	\$69
Administrative Associate	\$62	\$76

3. The Board shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Board shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Board as additional insured on the liability policy.
5. The Board 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 Board 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 Board, 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 Board 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 Board 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 Board 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. 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 Board. 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.
9. 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 Board 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 Board arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Board 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.
11. No waiver by Board 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.
12. 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.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

14. 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.

ROUTE 3 SEWER BOARD

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: Ronald C Taylor
Ron Taylor
Chairperson of the Board

By: _____
Carl Farone
Executive Director

ACKNOWLEDGEMENTS

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

On this 18 day of September, before me personally came **Ron Taylor**, who being duly sworn, did dispose and says that he resides in the Town of LeRay, New York; that he is authorized to sign this Agreement on behalf of the Board described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Board.

MARY C SMITH
Notary Public, State of New York
Qualified in Jefferson County
No. 01546021325
Commission Expires Dec. 13, 2021

Mary C Smith
NOTARY PUBLIC

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

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

NOTARY PUBLIC

1. 11. 2019

MARKO
1. 11. 2019



Board Resolution No. 2020-10-113
October 22, 2020

TECHNICAL SERVICES AGREEMENT
WESTELCOM

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

Whereas, pursuant to **Resolution No. 2020-08-95** Westelcom was provided with a new five year contract for GIS hosting services by the Authority; however, Westelcom elected to host their data internally instead of renewing their contract, and

Whereas, a Westelcom has requested a revised technical services agreement for GIS services that does not include an annual fee for hosting services and instead provides provisions for Westelcom to request GIS services as needed, including data support, data development, and field work, and whereby Westelcom will be billed monthly for such services rendered by the Authority at the current staff charge-out rate, and

Whereas, the term of the agreement will begin October 1, 2020 through September 30, 2025.

Now, therefore, be it

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

TECHNICAL SERVICES AGREEMENT FOR GIS SERVICES
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
WESTELCOM

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

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

And

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

Recitals

1. The Development Authority of the North Country has developed a Geographic Information System (GIS) Internet Mapping Application (IMA) that is utilized to manage Telecommunication Infrastructure data for the Authority.
2. In 2015, Westelcom executed an agreement with the Authority for GIS hosting services for Westelcom pole and line data in Jefferson, Franklin, Essex and Clinton counties. Westelcom's original GIS Hosting Agreement period was September 1, 2015 through August 31, 2020.
3. Westelcom has now implemented its own GIS program and is capable of hosting and managing its own data. The purpose of this agreement is to provide provisions for Westelcom to receive technical support for their GIS program on an "as needed" basis.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

Article I	Definitions
Article II	Scope of Services

Article III	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	Miscellaneous

ARTICLE I - Definitions

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

- 1) “ESRI GIS,” Geographic Information System software created by ESRI used to store, display, and query spatial information.
- 2) “Datasets,” refers to spatial data in formats that are compatible with the Authority’s GIS, including shapefile and geodatabase.

ARTICLE II - Scope of Services

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

- 1) Provide technical assistance and troubleshooting with regards to the ESRI GIS software applications, datasets, and databases, as requested by Westelcom.
 - a. Requests that require less than 4 hours of Authority staff time to complete can be made by Westelcom staff via email or phone call and do not require prior written approval to proceed.
- 2) Provide field work and data development services, as requested by Westelcom.
 - a. Field work and data development requests that require greater than 4 hours of Authority staff time to complete will be made by Westelcom staff via email detailing the scope of the request. The Authority shall provide a proposal for each request that includes a not-to-exceed amount to be approved by Westelcom in order to proceed.

ARTICLE III – Term

Section 301. Term. The term of this Agreement shall be five (5) years beginning on October 1, 2020, and ending September 30, 2025, provided that Westelcom and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. Westelcom shall pay the Authority for such services provided under this contract at the labor hour burdened rates specified in Table 1 below for the job classification performing the services. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority’s fiscal year. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Authority shall submit a properly itemized and supported invoice, and payment thereof shall be made by Westelcom within 30 days of receipt.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2021

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Project Engineer (GIS)	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

ARTICLE V - Termination

Section 501. Termination. Westelcom and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice, provided however, that Westelcom shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

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

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

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

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

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

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

On this ____ day of _____, 2020, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2020-10-114
October 22, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT No. 1
VILLAGE OF ALEXANDRIA BAY
CASINO ISLAND PROJECT MANAGEMENT AND GRANT
ADMINISTRATION

Whereas, pursuant to **Resolution No. 2019-05-55**, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated April 9, 2019 to provide Construction Administration and Grant Administration services for an amount not to exceed \$11,000, and

Whereas, the scope of the project has been revised by the Village to include the construction of a new pedestrian access ramp from the bridge to the island extending substantial project completion to May 31, 2021, and

Whereas, the Village has requested the Authority to continue to provide Construction and Grant Administration, and

Whereas, the extended project schedule and additional grant administration will result in additional expenses of \$6,000, bringing the not to exceed amount of the contract to \$17,000.

Now, therefore be it

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

**AMENDMENT NO. 1
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
CASINO ISLAND PROJECT MANAGEMENT AND GRANT ADMINISTRATION**

WITH THE

VILLAGE OF ALEXANDRIA BAY

Whereas, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated April 9, 2019 to perform Construction Administration Phase and Grant Administration services for the Casino Island Rehabilitant Project for an amount not to exceed \$11,000. These services are detailed in Section 1.A and 1.B of the original agreement, and

Whereas, the scope of the project has been revised to include the construction of a new pedestrian access ramp from the bridge to the island extending substantial completion to May 31, 2021, and

Whereas, the Village has requested the Authority to continue to provide Construction and Grant Administration, and

Whereas, the extended project schedule and additional grant administration will result in additional expenses of \$6,000 based on a May 31, 2021 substantial completion.

Now, therefore, the Authority and the Village agrees to amend the amount of the agreement to \$17,000.

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF ALEXANDRIA BAY

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

By: _____
Steven Jarvis
Title: Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2020, before me personally came Steven Jarvis, who being duly sworn, did dispose and says that he resides in Alexandria Bay, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2020-10-115
October 22, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT No. 1
VILLAGE OF ALEXANDRIA BAY
WATER TREATMENT PLANT ASSESSMENT AND GRANT WRITING

Whereas, pursuant to **Resolution No. 2019-03-45**, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated March 21, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a grant application, request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Village's Water Treatment Plant Assessment Project, and

Whereas, the Village released a Request for Proposal for engineering services to perform a Preliminary Engineering Study of the Water Treatment Plant. BCA Architects and Engineers (BCA) was awarded the contract, and

Whereas, the Village has requested the Authority to expand its scope of services to include project management for the preliminary engineering phase to include: assistance with the development and review of the report; and assistance with the development of project funding strategy. Additional assistance with design and construction phase services will be authorized through future amendments.

Whereas, the additional work to proceed with the preliminary engineering phase of the project will result in additional expenses of \$4,500, assuming a duration of six months, bringing the not to exceed amount of the contract to \$10,000.

Now, therefore be it

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

**AMENDMENT NO. 1
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER TREATMENT PLANT ASSESSMENT AND GRANT WRITING**

WITH THE

VILLAGE OF ALEXANDRIA BAY

Whereas, the Development Authority of the North Country (Authority) and the Village of Alexandria Bay (Village) entered into an Agreement dated March 21, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a grant application through the United States Department of Agriculture Rural Development Predevelopment Planning Grant, development of a request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Village's Water Treatment Plant Assessment Project; and

Whereas, the Village authorized BCA Architects and Engineers to proceed with the development of the preliminary engineering report; and

Whereas, the Village has requested the Authority to expand its scope of services to include project management for the preliminary engineering phase of the project to include: assistance with the development and review of the report; and assistance with the development of project funding strategy. Additional assistance with design and construction phase services will be authorized through future amendments.

Whereas, the additional work to proceed with the preliminary engineering phase of the project will result in additional expenses of \$4,500 assuming a duration of six months, bringing the not to exceed amount of the contract to \$10,000.

Now, therefore, the Authority and the Village agree to amend the March 21, 2019 Technical Services Agreement to \$10,000.

The return of one signed copy of the 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 ALEXANDRIA BAY

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

By: _____
Steven Jarvis
Title: Mayor



Board Resolution No. 2020-10-116
October 22, 2020

TECHNICAL SERVICES AGREEMENT AMENDMENT No. 3
VILLAGE OF LYONS FALLS
PHASE 4 ENGINEERING AND REDEVELOPMENT PLANNING

Whereas, pursuant to **Resolution No. 2018-05-59**, the Development Authority of the North Country (Authority) and the Village of Lyons Falls (Village) entered into an Agreement dated May 21, 2018 to provide Engineering Services and Redevelopment Planning Services, for an amount not to exceed \$35,000, and

Whereas, pursuant to **Resolution No. 2019-09-94**, the Authority entered into Amendment 1 dated September 20, 2019 to increase the Authority's scope due to delays in the project extending demolition activities until December 2019, thereby resulting in additional expenses of \$20,000, and

Whereas, pursuant to **Resolution No. 2020-03-37**, the Authority entered into Amendment 2 dated April 27, 2020 to increase the Authority's scope due to final debris removal/site grading, and site improvements will occur in the Spring 2020 and the award of a State and Municipal Facilities Program ("SAM") Grant in the amount of \$200,000, thereby resulting in additional expenses of \$10,000, and

Whereas, funding agency acceptance of the SAM Grant scope of work did not occur until August 2020 extending the project schedule to 2021, and necessary site improvements consisting of extending water and sewer service into the property have been identified as crucial for future site development, and the Authority's assistance has been requested to coordinate the development of these improvements, and

Whereas, the additional design coordination and the project schedule extending to July 31, 2021 will result in additional expenses of \$15,000, bringing the not to exceed amount of the contract to \$80,000.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement Amendment No. 3**, by and between the Authority and the Village of Lyons Falls, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

**AMENDMENT NO. 3
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
PHASE 4 - TECHNICAL SERVICES AGREEMENT FOR ENGINEERING AND REDEVELOPMENT
PLANNING**

**WITH THE
VILLAGE OF LYONS FALLS**

Whereas, the Development Authority of the North Country (Authority) and the Village of Lyons Falls (Village) entered into an Agreement dated May 21, 2018 to provide Engineering Services and Redevelopment Planning services for the former Lyons Falls Paper Mill for an amount not to exceed \$35,000, and

Whereas, the Phase 4 project was scheduled to be substantially complete with demolition activities by August 31, 2019 but due to site conditions and issuing a change order for the demolition of Building 21 the project schedule was extended until December 2019 creating additional cost in the amount of \$20,000 in accordance with Amendment No. 1, and

Whereas, the Phase 4 project was scheduled to be substantially complete by December 2019 but due to the discovery of asbestos in Building 21 and the award of a State and Municipal Facilities Program ("SAM") Grant, final debris removal/site grading, and site improvements were to occur in the Spring 2020 creating additional cost in the amount of \$10,000 in accordance with Amendment No. 2, and

Whereas, funding agency acceptance of the SAM Grant scope of work did not occur until August 2020 extending the project schedule to 2021, and necessary site improvements consisting of extending water and sewer service into the property have been identified as crucial for future site development, and the Authority's assistance has been requested to coordinate the development of these improvements, and

Whereas, the additional design coordination and the project schedule extending to July 31, 2021 will result in additional expenses of \$15,000.

Now, therefore, the Authority and the Village agree to amend the amount of the original agreement to \$80,000.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

VILLAGE OF LYONS FALLS

By: _____
Anne Huntress
Title: Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2020, before me personally came Anne Huntress, who being duly sworn, did dispose and says that he resides in Lyons Falls, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

NOTARY PUBLIC

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

On this ____ day of _____, 2020, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2020-10-117
October 22, 2020

COMMUNITY RENTAL HOUSING PROGRAM
REGIONAL REDEVELOPMENT HOUSING PROGRAM
NEIGHBORS OF WATERTOWN, INC.
LOAN AUTHORIZATION

Whereas, **Resolution No. 2017-02-11** authorized a commitment of \$152,000 comprised of \$41,533 grant and \$110,467 loan from the Community Rental Housing Program to Neighbors of Watertown to renovate 825 Academy Street, and

Whereas, subsequent to the loan approval a hazardous materials assessment was conducted on the property and friable asbestos was found to be in the walls which increased the project costs by an additional \$40,000, and

Whereas, at its meeting on October 17, 2017, the Project Development Committee rescinded **Resolution No. 2017-02-11**, and

Whereas, **Resolution No. 2017-12-119** approved a construction loan in the amount of \$200,000 to Neighbors of Watertown from the Community Rental Housing Program NDC program for the renovation of 825 Academy Street, and

Whereas, **Resolution No. 2019-06-78** approved a loan/grant for permanent financing not to exceed \$100,000 (\$50,000 loan/\$50,000 grant) from the Community Rental Housing Program Regional Redevelopment Housing Program for the rehabilitation of 825 Academy Street, and

Whereas, the project is complete and Neighbors of Watertown is marketing the property for sale to a qualified low-income buyer, however it has not yet sold, and

Whereas, the current balance on the construction loan is \$161,349.11, and

Whereas, Neighbors of Watertown would like to convert the construction loan to permanent financing, and

Whereas, Neighbors of Watertown has asked if the Authority would consider terming out the construction loan until a buyer can be found and bank financing identified to replace the Authority debt, and

Whereas, the Authority already has a mortgage on the property and it is in the Authority's interest to maintain the first mortgage position until a qualified buyer is identified, and

Whereas, **Resolution No. 2016-02-14** established the Regional Redevelopment Housing Program to allow for a grant/loan combination to renovate homes within the NDC program, and

Whereas, since 2017, several houses adjacent to 825 Academy Street have undergone substantial rehabilitation and the City has targeted CDBG housing funds to improve housing conditions in this neighborhood, and

Whereas, investments by the Authority, City and Neighbors of Watertown are making a significant impact on the quality of housing in this neighborhood.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve a loan/grant not to exceed \$161,349.11 (\$50,000 grant/\$111,349.11 loan) from the Community Rental Housing Program Regional Redevelopment Housing Program to Neighbors of Watertown, Inc. for the renovation of 825 Academy Street, Watertown, and authorizes the Executive Director or Chief Financial Officer to execute all appropriate documents necessary to execute the loan, and be it further

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

TERM SHEET

Borrower: Neighbors of Watertown, Inc.

Loan Fund: Community Rental Housing Program – Regional
Redevelopment Housing Program

Amount: \$161,349.11 (\$50,000 grant/\$111,349.11 loan)

Loan Term: 180 months

Loan Rate: 1%

Loan Payment: Monthly principal and interest payments

Collateral: First mortgage on real estate located at 825 Academy
Street, Watertown.

Conditions: Recapture provision on grant over 10 years if sold to non-
income qualified Buyer in the future (income at or above
100% of the area median income)

BORROWER: Neighbors of Watertown, Inc.

LOCATION: Business: 112 Franklin Street, Watertown, NY 13601
Project: 825 Academy Street, Watertown, NY 13601

AMOUNT: \$161,349.11 (*originally \$100,000*)
Regional Redevelopment Housing Program - \$111,349.11
loan/\$50,000.00 Grant

TERM: up to 15 years (*can be assigned to homeowner*)

RATE: 1%

PAYMENTS: **Revised: Monthly principal and interest over the term of the loan.** (Originally interest to accrue and be paid upon sale of the home.) Loan could be assumed by buyer at the above mentioned rate and term.

COLLATERAL: First mortgage on real estate located at 825 Academy Street, Watertown, NY 13601

USE OF FUNDS: Renovate 2-family duplex

SOURCES OF FUNDS

USES OF FUNDS

Original

RRHP Loan	\$50,000
RRHP Grant	\$50,000
ESPRI Grant	\$30,000
CDBG	\$39,000
Bank Mortgage	<u>\$57,946</u>
Total Sources	\$226,946

Rehabilitation	\$206,809
Construction Mngt	\$ 10,000
Closing Costs	\$ 4,319
Interim Costs	\$ 5,818
Total Uses	<u>\$226,946</u>

Revised

RRHP Loan	\$110,349
RRHP Grant	\$50,000
ESPRI Grant	\$30,000
CDBG	\$39,000
Total Sources	<u>\$229,349</u>

Rehabilitation	\$209,212
Construction Mngt	\$ 10,000
Closing Costs	\$ 4,319
Interim Costs	\$ 5,818
Total Uses	<u>\$229,349</u>

***Resolution No. 2017-12-119** approved a loan up to \$200,000 from the CRHP NDC program for the renovation of 825 Academy Street. To date they have drawn \$161,349.11. This loan was going to be paid down with the proceeds from the bank mortgage. As there is not a buyer for the property, Neighbors has asked if the Authority would term out the additional \$61,349.11.

BACKGROUND:

Resolution #2016-02-14 established the Regional Redevelopment Housing Program within the Community Rental Housing Program. The Board approved setting aside \$1 million from the CRHP to establish this grant/loan program to be utilized with the NDC program. The program allows for a max grant per unit of \$25,000 and a max loan per unit of \$25,000 not to exceed \$50,000 in total grant/loan per unit. It was created to reduce blight in communities across the region by renovating these properties. In some instances, the projects may need subsidies in order to make the project affordable to the neighborhood or community.

PROJECT:

Neighbors of Watertown, the Development Authority, and the City of Watertown entered into a Memorandum of Understanding (NDC Program) in 2016 to work together on improving the housing stock in the City of Watertown. Per the Agreement, Neighbors acquires properties from the City and then renovates and sells them utilizing construction financing from the Authority.

The property located at 825 Academy Street, City of Watertown, is the first home to be selected for the newly created Regional Redevelopment Housing Program. It also utilizes construction financing through the NDC Program as well. The duplex will be completely renovated and ready for resale.

The property is a 2 family duplex. The first floor unit is planned as a 2 or 3 bedroom unit at approximately 1,700 square feet. The 2nd floor unit will likely be a 2 bedroom unit at approximately 1,400 square feet. An “After Rehab Value” (ARV) Appraisal was completed and the ARV for this property once renovated is \$123,000.



Neighbors of Watertown has begun renovation of the property. The property will be marketed for sale to an income qualified homeowner with an income at or below 60% of the area median income. However, the project requires a deep subsidy in order to be affordable to an individual at or below 60% of the area median income. This income level was identified as the City is utilizing Empire State Poverty Reduction Initiative funds in this project. ESPRI is an initiative to move people from poverty to self-sufficiency. This property would be a good property for an income eligible homeowner as it will provide quality housing for the individual while providing rental income to help off-set mortgage costs, taxes, and insurance. The plan is to have all work completed and the home ready for sale in the next 6 -8 months.

The Project Development Committee previously reviewed this project and had approved funding through the Regional Redevelopment Housing Program. However, a hazardous materials assessment was completed and identified asbestos which increased the cost of the project. At the same time, the Authority was looking at neighboring properties to potentially acquire and rehabilitate. At its October 17, 2017 meeting, the Project Development Committee rescinded its commitment to this project.

Since 2017, the projects that the Authority were considering were sold to private individuals. 831 Academy Street is in the midst of a substantial rehabilitation by a private individual. 903 Academy Street, which is the four-unit apartment complex, was purchased by a private individual and will be renovated into 3 units. Neighbors of Watertown is working with the property owner to provide CDBG assistance for this rental rehabilitation. In addition, the City targeted CDBG funds to the Academy Street area. Neighbors of Watertown has completed 1 owner-occupied rehabilitation and has 2 rental rehabilitations in progress. They also have 1 rental rehabilitation on Boyd Street and one rental rehabilitation on Arlington Street in progress. These streets are adjacent to Academy. In total this accounts for 9 rental units.

Summary

The completion of 825 Academy Street will complement the work being conducted to improve the quality of the housing in this neighborhood. It is consistent with the goals and objectives of the Regional Redevelopment Housing Program.

The \$100,000 would be a \$50,000 grant and \$50,000 loan. We would have a second mortgage of \$100,000 on the property behind the senior lender. The grant would have a 10-year recapture provision if the property is sold to a non-income qualified buyer (one having an income at or above 100% of the area median income.) The loan would initially be made to Neighbors of Watertown with the intention that it would be assumed by the buyer and amortized over 15 years at 1%. The loan would be interest only during the time that Neighbors of Watertown owns the property. Accrued interest would be paid at the time of the sale to the ultimate buyer.

The outstanding balance of the Authority's existing construction loan will be paid at the loan closing with the buyer.

Funding Analysis

All in costs (rehabilitation, contingency, closing costs, interim)	\$229,349
Proposed Sale Price (as completed value)	\$123,000
Project Subsidy	\$106,349
Per unit subsidy	\$53,175
*Per unit cost for abatement & abatement disposal	\$27,412

*It is important to keep in mind that \$54,824 of cost in this project was for abatement and abatement disposal. These are sunk costs that do not add value to the property.

Collateral

825 Academy Street (After Rehab Value)	\$123,000
Collateral Available for DANC Loan	\$123,000
DANC Loan	(\$111,349)
LTV	.91

Staff Recommendation

Staff recommends that we increase the loan amount to \$111,349 and keep the grant at \$50,000 for a total amount of \$161,349 to Neighbors of Watertown funded as follows: \$50,000 from CRHP Regional Redevelopment Housing Program as a grant, and \$111,349 from CRHP Regional Redevelopment Housing Program as a loan. The funds were used to renovate the duplex located at 825 Academy Street, Watertown.



Board Resolution No. 2020-10-118
October 22, 2020

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

Whereas, **Resolution No. 2014-10-07** established the North Country Value Added Agriculture Revolving Loan Fund, and

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

Whereas, the Regional Loan Review Committee met October 6, 2020 to review an application from Tug Hill Vineyards, LLC, requesting \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund in order to acquire the vineyard and event facility located in Lowville, NY, and

Whereas, the committee felt that it met the criteria of the loan program in increasing the availability of value added agricultural products to market as well as supporting local farm to table initiatives, and

Whereas, the Regional Loan Review Committee approved a commitment of \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund subject to Empire State Development approval of the amount, and at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$300,000 from the North Country Value Added Agriculture Revolving Loan Fund to Tug Hill Vineyards, LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further

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

TERM SHEET

Borrower:	Tug Hill Vineyards, LLC
Loan Fund:	North Country Value Added Agriculture Revolving Loan Fund [Empire State Development Funds]
Amount:	\$300,000
Loan Term:	240 months
Loan Rate:	3%
Loan Payment:	Regular monthly principal and interest payments to fully amortize the loan
Collateral:	Third mortgage and assignment of rents and leases on 4051 Yancey Road, Lowville, NY 13367; 3 rd lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of Tug Hill Vineyards, LLC
Conditions:	<ul style="list-style-type: none">• Cash equity of a minimum of \$30,000 demonstrated by copies of cancelled checks and invoices• Farm Credit East financing of \$870,000• Farm Credit East line of credit of \$100,000• Seller Financing of \$240,000• Stand-by agreement for seller's debt• Appraisal with minimum value of \$1,270,000 to have a 1:1 LTV• Labor peace does not apply as it is an existing business• Personal Guarantees of Jonathan Beller and Taren Loucks-Beller• MWBE waiver as funds are for acquisition• Copies of invoices, and cancelled checks or bank statements

NORTH COUNTRY VALUE-ADDED AGRICULTURE FUND

Borrower: Tug Hill Vineyards, LLC

Location: Business: 10663 State Route 126, Carthage, NY 13619
Project: 4051 Yancey Road, Lowville, NY 13367

Ownership: Jonathan Beller – 50%
Taren Loucks-Beller – 50%

Loan Amount: \$300,000.00

Term: 240 months

Rate: 3%

Payments: Monthly principal and interest

Guarantor: Jonathan Beller and Taren Loucks-Beller

Collateral: Third mortgage on real estate located at 4051 Yancey Road, Lowville, NY 13367; second lien on all business assets

Use of Funds: Acquisition of real estate and assets

Jobs: Existing: 8 FTE;
Years 1-3: 8 FTE

Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>	
N.C. Value Added Fund	\$ 300,000.00-20%	Property	\$ 913,995.00
Farm Credit East	\$ 870,000.00	Inventory	\$ 240,000.00
Seller's	\$ 240,000.00	Assets	\$ 286,005.00
<u>Cash/Equity</u>	<u>\$ 30,000.00</u>		
Total	\$1,440,000.00	<u>Total</u>	<u>\$1,440,000.00</u>

Farm Credit East-assumes 20 years at 4%
Seller-unsecured, 8 years, annual payment of \$30,000

Background

Tug Hill Vineyards, LLC is owned by Jonathan and Taren Loucks-Beller. The business is seeking \$300,000 from the North Country Value Added Agriculture Fund to acquire the Tug Hill vineyards in Lewis County, NY. The vineyard is a significant value-added business in Lewis County. It has been

on the market for 16 months with little local interest due to the complexity of the business. Mr. Beller lives in Lewis County and operates a farm. They want to see the vineyard locally owned and operated. In addition, they want to expand upon the farm to table experience as well.

The vineyard is located on a 40-acre parcel consisting of processing, entertaining and parking space along with 20 acres of grapes, 5 acres of blueberries, and the balance in apple, plum and pear trees, raspberries and currants. The Bellers' have chosen this location to fulfill their dream of owning a farm to table food service area along with a space for community events/celebrations and the ability to grow u pick fruits.



The site has three primary structures.

- The old dairy barn is now used for a shop, maintenance area along with a lot of unheated storage. This structure adds little value to the property but is valuable as a way to keep the rest of the estate looking nice.
- The processing building is a very nice multi use area. The building consists of a total of 4,000 s/f. It has a crush pad outside (to process the grapes into juice), and approximately 300 s/f that is set up for a second tasting room and the remainder for the production, storage and distribution of wine from the vine to the bottle. This area is diverse enough that they will also have space in the future for the production and distribution of apples into cider.
- The Estate house is the prominent feature of the property. It consists of a large, beautiful banquet room with a screened in porch overlooking the Black River Valley, approximately 8,000 s/f. Also included in this structure is a kitchen, walk in cooler and a large retail/wine tasting space. This building can be used year round and is the premier wedding venue in the area. The property will be purchased with it being in a unique area, surrounded by Amish farms, and yet close to Lowville, Utica and Watertown/Fort Drum. The property is well maintained, and except for routine maintenance, will not need any additional capital put into it for a number of years.

Management

The management of the business will be primarily by the current employees with the Bellers stepping in as needed as well as covering additional work as the business grows. They currently help with events, and will continue to do so as they are one of the primary sources of income. They have experience with events and people through the farm as well as a lot of crop, fruit production experience.

The whole staff has agreed to continue employment with the vineyards and they have years of experience managing every aspect of the business. Cornell Cooperative Extension will continue to be an asset on the crop production side of the business working with the team on plant management. Nic Roes has also been with the vineyard since the first grape was planted and knows the operations. As he went to college and taught school for a few years, he still did all of the marketing, website and event management. He will become the manager moving forward and will be the main contact for the business.

Jon has been a manager at Beller Farms since 2004. He has helped to grow the business from 120 to 900 cows and oversees the staff and management pertaining to the animal side of the business as well as keeping up on the financial management. The staff of the farm consist of 12 full time and 6 part time employees and is also a part owner in Black River Valley Natural. He plans to continue working at the farm full time. He will manage crop production at the winery.

Taren has her BS in Agriculture and a Masters in Childhood Education along with certification in Students with Disabilities. She has been employed at Beaver River CSD for 15 years and currently teaches special education in the elementary. She will continue teaching, but hopes to transition into the venue side of the business working with brides and maintaining the charm of the winery.

Market

The business has a very good market for the u pick, wines and entertainment at the Estate house. Wine production and sales have been very steady for years and show the quality of the product. Their goal is to maintain the wine production but grow the percentage that is sold on site. They will do this by hosting more events and pushing the house made beverages. The ultimate goal is to eliminate wholesale of their wines to attract more people to the site. They will also focus on targeted marketing via the web growing crowds from Watertown, Fort Drum and Utica. They are also looking to have a snowmobile trail come to the property to add to the success of the winter events. In the future, they would like to add an orchard and apple processing equipment. This would allow them to extend the season into the fall as well as launch their own line of hard cider. This would add 2-3 jobs and be a great way to keep more money local.

Competition

There is limited competition locally. There are no other wineries in Lewis County with the closest in Jefferson. They also have the advantage of being one of few upscale eateries in the area. The biggest competition for dining would be Jeb's in Lowville. They have good food but do not have the healthy,

local options that the winery has. They would like to set the winery up to be the primary destination for special dinners and high quality foods as the area is lacking. For the entertainment side of the business the two main competitors will be Zero Dock Street in Carthage and The Willows, Lyons Falls.

Financial Review

	2019	7/30/2020	2021
Income	\$749,324	\$318,562	\$851,400
Gross Profit	\$748,690	\$318,562	\$577,800
Expenses	\$629,113	\$313,343	\$530,860
Other Income/(Expenses)	(\$1,080)	\$6,921	\$0
Net Income	\$118,497	\$12,140	\$46,940
Add: Interest/Debt	\$15,918	\$8,577	\$102,000
Add: Rent/Lease	\$60,000	\$35,000	-----
Total Cash Available	\$194,415	\$55,717	\$148,940
Farm Credit East	\$63,264	\$36,904	\$63,264
DANC	\$19,965	\$11,646	\$19,965
Seller	\$30,000	\$17,500	\$30,000
Total Debt	\$113,229	\$66,050	\$113,229
DSC Ratio	1.72	.84	1.32

Sales Inc (Dec.)	----	----	13.6%
Gross Profit	----	----	.68
Expenses	.84	.98	.62

Farm Credit East-assumes 240 months at 4%

- The 2019 and 2020 information was internally prepared.
- Revenue in 2020 is comprised mostly of food and drinks, 38%, from Wine Down, brunch parties, and weddings. The retail shop (U pick, wine and spirits by the bottle) accounted for 34%.
- 2020 has been a surprisingly good year even with COVID. The business is historically essentially shut down from the first of the year through Mother's Day. This year, COVID extended that until Father's Day so they had to work hard and adapt quickly to ramp up sales. Most of the weddings planned for 2020 were rescheduled to 2021. Even with all of this, as of 10/1/2020 sales are within 5% of 2019.
- They implemented a few changes for 2020 that proved successful. They moved Wine Down outside and added more food and servers to serve guests. This increased sales from \$3000 a night to over \$6000 a night. They also added wine flights to the menu instead of wine tasting. This encouraged customers to spend more time at the vineyard and ultimately more money. They also added garden lunches three days a week.
- The Bellers are proposing a 13.6% increase in sales over 2019. Of the \$851,400 they are proposing in sales, 35% will come from retail/internet/gift shop sales of wine and other items,

14% from lunches/brunches, 14% from ‘Wine Down’ events, 12% from wholesale, 12% from weddings, and 9% from special events. Upick accounts for 4% of sales.

- They expect 20 weddings in 2021 at \$5000 each. Lunches will be a new addition in 2021 complementing the brunches which had revenues of close to \$100,000 in 2018 and 2019. The winery held 116 Wine Down events in 2019. Wine Down is held weekly with live music and a changing limited menu to relax and ‘wind down’ after a long week.
- In 2021 they plan on adding an additional outdoor dining space just off the porch. This will allow them to expand wine down and Sunday brunch due to the extra space. The focus is not only on the wine but the farm to table aspect of the business as well.
- In year one, Cost of Goods Sold includes all expenses associated with revenues. It appears in the internally prepared 2019 profit and loss that the owners did not break out cost of goods but rather included them as operating expenses.
- Salary is projected to increase to \$210,000 up from \$140,000 in 2018 and \$150,000 in 2019.
- In terms of the cash flow analysis, I added back the interest and rent/lease which was paid to the sellers. While year-to-date there would not be sufficient cash flow to repay the new debt, the business also started up later this year in June while debt service was for the first 7 months.
- The business will also have a revolving line of credit with \$100,000 available for cash flow for the first 3-4 months from Farm Credit East. The term will be 7 years at 4%. This was not shown as part of the cash flow analysis.
- Based upon normal operations the business would have sufficient cash flow to repay debt.

	At Loan Closing
Assets	
Current	240,000
Fixed	1,200,000
Other	0
Total Assets	1,440,000
Liabilities	
Current	70,110
Long Term	1,339,890
Total Liabilities	1,410,000
Equity	30,000
Total Liabilities & Equity	1,440,000

- Current assets comprised entirely of inventory at closing. Farm Credit East will provide a revolving line of credit with \$100,000 available for 7 years at 4%.
- Current liabilities comprised of current portion of long-term debt.

Personal Financials:

The Bellers’ show \$1,562,000 in assets and \$252,000 in liabilities. Most of the assets are in real estate, \$510,000, and the farm. The primary liabilities are automobile loans and mortgages. He has a mortgage with a balance of \$95,850 on a rental property held by a family member. The other mortgage is for a rental property and is held by Farm Credit East with a balance of \$124,592. Neither mortgage shows up on their credit reports. Farm Credit East does not report to credit bureaus. The other is held by a private individual. They report an annual salary of \$120,000 and real estate income

of \$24,000. Jonathan has a credit score of 793. He shows outstanding balances of \$48,106 primarily in installment loans of \$45066. He has no derogatory comments and all accounts are paid as agreed. Taren has a credit score of 793 with outstanding balances of \$42,293 primarily in installment loans of \$39,161. She has no derogatory comments and all accounts are paid as agreed.

Collateral:

	Market	Discount
Property (discounted at 75%)	\$940,900	\$705,675
Assets (discounted at 50%)	\$286,005	\$143,003
Total Collateral Value	\$1,226,905	\$848,678
Farm Credit East	(\$870,000)	(\$870,000)
Farm Credit East LOC	(\$100,000)	(\$100,000)
Collateral Available after Senior Mortgage	\$256,905	-----
N.C. Value Added Agriculture Fund	(\$300,000)	-----
DANC Loan to Value	117%	

Lewis County real property shows a 2020 full market value of \$940,900. Farm Credit East has ordered an appraisal. DANC would require an appraisal with a minimum value of \$1,270,000 in order to have a 1:1 LTV.

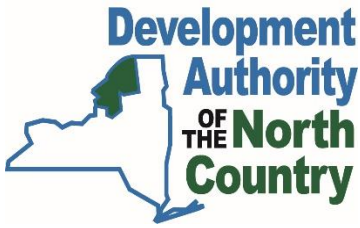
Contingencies:

- MWBE Utilization Plan waiver due to acquisition of property
- Labor Peace does not apply
- Farm Credit East funding of \$870,000
- Seller financing of \$240,000
- Stand-by agreement for Sellers
- Owner cash of \$30,000 documented by cancelled check and invoices
- Appraisal with a minimum value of \$1,270,000 to have a 1:1 LTV
- Copies of cancelled checks and invoices
- ESD approval as amount over \$250,000

Committee Meeting:

Motion:

Second:



Board Resolution No. 2020-10-119
October 22, 2020

REAFFIRMING SUBORDINATION
SWAN BAY DEVELOPERS, LLC

Whereas, **Resolution No. 2015-02-15** committed \$500,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Swan Bay Developers, LLC (“Borrower”) to create a high-end RV resort in Alexandria Bay, and

Whereas, **Resolution No. 2016-05-58** consolidated the \$500,000 loan from the Regional Tourism Transformational Community Revolving Loan Fund with a \$300,000 loan from the North Country Economic Development Fund for one mortgage in the amount of \$800,000 in a third mortgage position behind Watertown Savings Bank and New York Business Development Corporation, and

Whereas, **Resolution No. 2016-05-58** approved subordinating our loans to additional bank financing in the amount of \$459,300, and

Whereas, **Resolution No. 2018-05-72** approved subordinating our \$500,000 loan to a \$993,500 construction loan from Watertown Savings Bank to be paid down to a \$795,000 permanent loan in 2020, and

Whereas, the Borrower was going to utilize an Empire State Development grant to pay down the bank’s construction financing, and

Whereas, the bank allowed the Borrower to utilize the grant funds to complete 20 additional RV sites, and

Whereas, Watertown Savings Bank has agreed to convert the entire construction loan of \$993,500 to permanent financing, and

Whereas, the attached collateral analysis based upon a 2018 appraisal shows that the Authority has a sufficient loan to value when subordinated to all other senior debt in the project, and

Whereas, no action is required as the Authority mortgage is already subordinate to the \$993,500 bank loan, and

Whereas, this has been an extremely successful tourism project in the Thousand Islands, an

Whereas, the Borrower is current on its loans with the Development Authority, and

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

Now, therefore be it

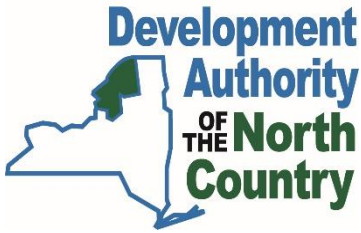
RESOLVED, the Development Authority of the North Country reaffirms that a loan in the amount of \$500,000 from the North Country Tourism Transformational Community Revolving Loan Fund to Swan Bay Developers, LLC is subordinate to a loan by Watertown Savings Bank in an amount not to exceed \$993,500, and be it further

RESOLVED, the Development Authority of the North Country reaffirms that a loan in the amount of \$300,000 from the North Country Economic Development Fund to Swan Bay Developers, LLC is subordinate to a loan by Watertown Savings Bank in an amount not to exceed \$993,500 with the North Country Economic Development Fund Board reaffirming the subordination on October 5, 2020.

Collateral Analysis

	<i>Original</i>	<i>Current Balances</i>
WSB Existing 1 st Mortgage	\$2,166,650	\$1,874,308
WSB Existing 2 nd Mortgage	\$993,500	\$993,500
NYBDC Existing 3 rd Mortgage	\$1,024,410	\$900,000
DANC NYPA/Tourism	\$800,000	\$645,887
Total Debt Against Real Estate	\$4,984,500	\$4,413,695
Appraisal-as completed	\$6,500,000	
Senior Debt	\$4,184,560	
Collateral Available for DANC	\$2,315,440	
DANC LTV	.35	

As completed appraisal completed in 2018 had an ‘as is’ market value of \$5,200,000, and an ‘as completed’ market value of \$6,500,000. The Development Authority has a sufficient loan to value.



Board Resolution No. 2020-10-120
October 22, 2020

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF LISBON
WATER AND SEWER DISTRICTS**

Whereas, the Development Authority of the North Country is qualified and equipped to provide contract operator services for municipal water and wastewater facilities, and

Whereas, the Authority has been providing municipal water and wastewater services to the Town of Lisbon since January 13, 2020, and

Whereas, the Town of Lisbon desires to enter into a three year and six month Operations and Maintenance Service Agreement for Municipal Water and Wastewater services with the Development Authority of the North Country for a total amount of \$126,031, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Town of Lisbon, and be it further

RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.



Board Resolution No. 2020-10-121
October 22, 2020

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
THOUSAND ISLANDS BRIDGE AUTHORITY
WATER AND WASTEWATER FACILITIES**

Whereas, the Development Authority of the North Country is qualified and equipped to provide contract operator services for municipal water and wastewater facilities, and

Whereas, pursuant to Resolution Number 2020-06-86, the Development Authority of the North Country provides operation and maintenance services to Thousand Islands Bridge Authority's water and wastewater facilities located at Bolt Castle, and

Whereas, the Thousand Islands Bridge Authority desires to enter into a new seventeen (17) month Operations and Maintenance Service Agreement with the Development Authority of the North Country to provide wastewater operation and maintenance services at the AMEX Duty Free Store and Rift Camp for the amount of \$9,492, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Thousand Islands Bridge Authority, and be it further

RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & THE THOUSAND ISLANDS BRIDGE AUTHORITY

This sets forth the Operation and Maintenance Service Agreement made effective October 1, 2020 ("Effective Date"), by and between the Thousand Islands Bridge Authority, a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 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 Thousand Islands Bridge Authority has determined that the Development Authority of the North Country is qualified and equipped to provide Operation and Maintenance services for the Thousand Islands Bridge Authority Facilities and desires to engage the Development Authority of the North Country for such services. The Thousand Islands Bridge Authority is authorized to enter into this Agreement by Resolution dated September 25, 2020, a certified copy of which is attached as Exhibit "A".
- 2) The Development Authority of the North Country desires to provide Operations and Maintenance Services for the Thousand Islands Bridge Authority facilities described in this Agreement.

AGREEMENT

In the 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	Emergency Procedures and Services
Article IV	Terms
Article V	Compensation
Article VI	Thousand Islands Bridge Authority Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	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) "Development Authority of the North Country Officer", 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) "Thousand Islands Bridge Authority Official", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Thousand Islands Bridge Authority.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 6) "Fiscal Year" for the Thousand Islands Bridge Authority means the period of twelve (12) calendar months beginning with March 1st of any year and ending with February 28th or 29th of the next year, and for the Development Authority of the North Country means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 7) "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, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 8) "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.
- 9) "SCADA", Supervisory Control and Data Acquisition system employed by the Development Authority of the North Country to remotely monitor certain facilities.
- 10) "Thousand Islands Bridge Authority", a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 (herein referred to as "Thousand Islands Bridge Authority").
- 11) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.

- 12) "Water Facilities", the Thousand Islands Bridge Authority-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.

Water Treatment Plants:

- AMEX Duty Free Store
- Rift Water Treatment Plant

- 13) "Wastewater Facilities", the Thousand Islands Bridge Authority-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below:

Wastewater Facilities:

- AMEX Duty Free Store
 - Sand Filter
 - Septic Tank
 - Ultra-Violet Disinfection
 - Outfall 001

- Rift Water Treatment Plant
 - Outfall 001, 002, 003
 - Settling Basin
 - Chlorine Dosing Station
 - Outfall 004, 005
 - Chlorine Dosing Station
 - Outfall 006
 - Equalization Tank
 - Septic Tank
 - Dosing Tank
 - Chlorine Contact Tank

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Thousand Islands Bridge Authority hereby engages the Development Authority of the North Country to provide a certified operator and maintain the Thousand Islands Bridge Authority's Facilities, employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Development Authority of the North Country will take directions only from the Thousand Islands Bridge Authority designated representatives. The Thousand Islands Bridge Authority will be responsible for designating the representatives that will provide direction to the Development Authority of the North Country.

- 3) The Development Authority of the North Country will seek approval from the Thousand Islands Bridge Authority for non-incidental expenses, unless the situation is deemed an emergency. The Development Authority of the North Country will determine whether the situation is deemed an emergency, as defined in Section 301.

Section 202. Scope of Services. The Development Authority of the North Country shall provide all necessary labor and equipment to perform the services as follows, and will perform work in accordance with manufacturer’s specifications to maintain warranties.

- 1) Operations and Maintenance Services:

Wastewater System Services
<u>Weekly Maintenance</u> - Visual inspection of the operation of water treatment plant outfalls - Review past 7 days of operations to ensure that monitoring parameters have been within acceptable limits - Perform DEC required testing and reporting - Ensure adequate chemicals are used in the treatment of wastewater and keep an inventory and advise when more are needed.
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory all required wastewater samples - Submit Discharge Monitoring Reports to the DEC
<u>Annual Maintenance</u> - Check and calibrate flow meters when needed(calibration will be performed by an outside vendor)

- 2) Miscellaneous Services:

- a) The following miscellaneous services are provided by the Development Authority of the North Country at no additional cost to the Thousand Islands Bridge Authority:
- Transportation for Development Authority of the North Country employees to complete the routine tasks described above.
 - Attendance at monthly Thousand Islands Bridge Authority Meetings, as requested.
 - **24-Hour emergency call service and availability of “On-Call” Operator for Emergency service. Emergency services will be billed according to Section 302 and Section 503.**

- 3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc. all as requested of the Development Authority

of the North Country by the Thousand Islands Bridge Authority will be reimbursed as described in Section 503.

The Thousand Islands Bridge Authority will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials and supplies. The Thousand Islands Bridge Authority will be responsible for all backup generator maintenance.

The Development Authority of the North Country will allow a wait time of one half hour at the U.S. or Canadian Border. If wait times exceed that amount, the Development Authority of the North Country will charge at an hourly rate in one half hour increments.

ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Development Authority of the North Country will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Development Authority of the North Country will utilize documented Standard and Emergency Operating Procedures, during both regular and emergency operations. If Standard and Emergency Operating Procedures have not been developed, The Development Authority of the North Country will utilize Operations and Maintenance Manuals. The Development Authority of the North Country will notify the Thousand Islands Bridge Authority Representative of any emergency and actions taken, as soon as practicable.

Section 302. Payment. The Development Authority of the North Country staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate specified in Section 503, with a two-hour minimum. All equipment used for emergencies will be billed in accordance with the current Development Authority equipment rental rates provided to the Thousand Islands Bridge Authority. Mileage from the operator's destination at the time of call or the operator's home base, whichever is shorter, will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (1) year and (5) months commencing October 1, 2020, and ending February 28, 2022 provided that the Thousand Islands Bridge Authority and/or the Development Authority of the North Country shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Development Authority of the North Country shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Thousand Islands Bridge Authority of a proper invoice covering the month in which such service was rendered.

Year	Period	Base Wastewater Services
1	10/1/20 – 9/30/21	\$6,700
2	10/1/21-2/28/22	\$2,792

Section 502. Emergency-related equipment, labor and material. The Thousand Islands Bridge Authority shall pay the Development Authority of the North Country the cost of equipment rental, labor and material used and incurred by the Development Authority of the North Country in coping with an emergency. The Thousand Islands Bridge Authority will make payment within 30 days following receipt by the Thousand Islands Bridge Authority of a proper invoice of such costs so incurred.

Section 503. Additional Work. The Thousand Islands Bridge Authority shall pay the Development Authority of the North Country the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Development Authority of the North Country’s fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Thousand Islands Bridge Authority shall approve the cost of labor, equipment and material in advance, unless the situation is deemed an emergency such that immediate response is required.

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
Water Quality Division Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Supervisor	\$75	NA
GIS Specialist	\$55	\$69
Engineering Assistant	\$62	\$76
Lead Operator	\$65	\$84
Operator	\$61	\$78
Water Quality Technician	\$53	\$67
Admin	\$62	\$80

ARTICLE VI - Thousand Islands Bridge Authority Responsibilities

Section 601. Facilities. The Thousand Islands Bridge Authority shall make available to the Development Authority of the North Country the facilities described in this Agreement. The Thousand Islands Bridge Authority and its authorized representatives retain all rights of access to the facilities.

Section 602. Easements and Licenses. The Thousand Islands Bridge Authority shall maintain all easements, licenses and permits that have been granted as owner of the facilities and procure all others necessary to operate and maintain such facilities.

Section 603. Purchases. The Development Authority of the North Country shall advise the Thousand Islands Bridge Authority of necessary replacements and additions to inventory needed. The Thousand Islands Bridge Authority, shall order such inventory as required for proper operation of the wastewater facilities.

Section 604. Snow Removal. The Thousand Islands Bridge Authority will be responsible for all snow removal.

ARTICLE VII - Termination

Section 701. Termination. The Thousand Islands Bridge Authority and/or Development Authority of the North Country may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the Thousand Islands Bridge Authority shall pay the Development Authority of the North Country all costs incurred by the Development Authority of the North Country to the date of termination.

ARTICLE VIII – Insurance/Liability

Section 801. Insurance. The Development Authority of the North Country shall secure and maintain with New York State qualified insurers insurance in the amount of the following:

Comprehensive General Liability Coverage, including personal injury and property damage coverage, of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above. Insurance must be issued in New York State and shall name the Thousand Islands Bridge Authority as an additional insured with limits of coverage not less than that set forth above.

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers, and agents, (collectively the "Entities") , from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys' fees, and costs (collectively, "Claims"), and each party hereby assumes

liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys' fees and costs), which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Wastewater Treatment System by the indemnifying party.

803. Force Majeure. The Development Authority of the North Country shall use reasonable diligence to provide the services herein required, but shall not be liable to the Thousand Islands Bridge Authority 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 Development Authority of the North Country. The Thousand Islands Bridge Authority will not be liable in the event of a breach beyond their control. Such causes beyond either party's control may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

Section 901. Accounts and Audits. All accounts, reports and other records generated by the Development Authority of the North Country or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Thousand Islands Bridge Authority. Such records shall be retained by the Development Authority of the North Country for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Development Authority of the North Country has undertaken and may undertake various projects unrelated to the operation and maintenance of the Thousand Islands Bridge Authority's Facilities. 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 operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Development Authority of the North Country. The Thousand Islands Bridge Authority shall have no right to, or claim upon, the assets, insurance proceeds or income of the Development Authority of the North Country other than those associated with the performance of this Agreement, in satisfaction of any claim by the Thousand Islands Bridge Authority arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Development Authority of the North Country with others.

Section 1002. Development Authority of the North Country Status. The Development Authority of the North Country is an independent contractor with the Thousand Islands Bridge Authority 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 1003. Waiver. No waiver by Thousand Islands Bridge Authority or Development Authority of the North Country 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 1004. 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 unenforceable to the fullest extent permitted by law.

Section 1005. 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 1006. Supercedence. This Agreement supersedes former similar agreements between the parties, pertaining to the facilities described in this document. All other agreements are hereby terminated, except as to those provisions intended to survive such termination.

Section 1007. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 1008. Counterparts. This Agreement may be executed in one or more counterparts, both of which taken together shall constitute one and the same instrument, and which may be executed and delivered by email or other electronic means to the other party. Electronically transmitted signatures shall be deemed the originals for all purposes. The receiving party may rely on the receipt of such electronically transmitted signed copies as if the original had been received. This Agreement is effective on the Effective Date only upon successful electronic transmission of signed copies by each party to the other party.

EXHIBIT A – Resolution by Thousand Islands Bridge Authority Board to Enter Into this Agreement with the Development Authority of the North Country

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

**THOUSAND ISLANDS
BRIDGE AUTHORITY**

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: 

Timothy Sturick
Executive Director

By: _____
Carl E. Farone
Executive Director



MAIN OFFICE:

P.O. BOX 10
LANSDOWNE, ONTARIO
CANADA K0E 1L0

43530 INTERSTATE 81
COLLINS LANDING
P.O. BOX 428
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TEL: (315) 482-2501
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BRUCE ARMSTRONG
CHAIRMAN

MEMBERS:
PATRICK J. SIMPSON
MICHELINE DUBÉ
NATALIE KINLOCH
JACQUES E. PIGEON
ROBERT J. STORMS

TIMOTHY STURICK
EXECUTIVE DIRECTOR

September 28, 2020

Development Authority
of the North Country

SEP 30 2020

RECEIVED
Water Quality Division

Carl E. Farone
Executive Director
Development Authority of the North Country
23557 NYS Route 37
Watertown, NY 13601

**RE: Operation and Maintenance Agreement for Wastewater Treatment Facilities
at International Rift**

Dear Carl:

This letter is to advise you that the Authority has approved by Resolution No. 36 on September 25, 2020, the aforementioned agreement with the Development Authority of the North Country for the period of October 1, 2020 through February 2022. Enclosed is a certified copy of the resolution.

Enclosed are executed copies of said agreement. Please execute and return copy of said agreement to TIBA.

We look forward to working with you over the next year.

Sincerely,

Timothy Sturick
Executive Director

TS/jt

Enclosures

CC: Bryan Olson, Manager, Finance & Administration
Bill Moulton, Director, Bridge Facilities Operations & Maintenance
Brian Salisbury, Director, Boldt Facilities Operations
& Maintenance/Construction

THOUSAND ISLANDS BRIDGE AUTHORITY

CERTIFIED COPY OF RESOLUTION

The undersigned, Timothy M. Sturick, Executive Director of the **THOUSAND ISLANDS BRIDGE AUTHORITY**, does hereby **CERTIFY** that the following is a true and complete copy of a Certified Resolution which was unanimously adopted at a meeting of said Authority duly held on September 25, 2020, at which a quorum was present and voting.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said corporation on the 28th day of September 2020.

Timothy M. Sturick
Executive Director

(TIBA SEAL)

.....

The following resolution was moved by Patrick Simpson, seconded Jacques E. Pigeon and duly adopted.

WHEREAS, the Thousand Islands Bridge Authority (“Authority”) has previously entered into an agreement with the Development Authority of the North Country (“DANC”) to provide full-time services for operation of the Authority’s Wastewater Treatment Facility on Fern Island, and

WHEREAS, the Executive Director of the Authority has recommended that the Authority now contract with DANC to provide services with respect to the Wastewater Treatment Facilities at the Rift Water Treatment Plant and the Ammex Duty Free Store as set forth in its proposal (hereinafter collectively the “Facilities”), and

WHEREAS, DANC has provided a proposed contract and agreement (the “Agreement”) to the Authority for the performance of maintenance at the Facilities for a seventeen (17) month period from October 1, 2020 through February 2022, at the total contract cost of Nine Thousand Four Hundred Ninety-Two and 00/100 Dollars (\$9,492.00), to be paid in monthly installments.

NOW THEREFORE BE IT

RESOLVED, that the Authority enter into the Agreement with DANC to provide full-time operation and maintenance services at the Facilities at the total cost of \$9,492.00 over a seventeen (17) month period, and

FURTHER BE IT

RESOLVED, that the Executive Director, Timothy Sturick, as the proper act and deed of the Authority, is hereby directed and empowered to execute and deliver the Agreement to DANC, binding the Authority to the terms thereof.