

## **MEETING NOTICE**

**Thursday, December 16, 2021  
Dulles State Office Building  
317 Washington Street,  
Watertown, New York**

**Zoom Videoconference &  
Conference Room #1, 11<sup>th</sup> Floor**

**Board of Directors – 10:00 AM**

Pursuant to Open Meetings Law, members of the public have the right to attend the Meeting telephonically via Zoom by dialing into the following access line, or view the proceedings using the following link:

Dial In Number: 1-646-876-9923 Meeting ID: 812 1498 5285 Passcode: 581271

<https://us02web.zoom.us/j/81214985285?pwd=TXpWMklrczhMcmFIZ3JJZVILMjRhQT09>

**The Public May View and Listen to the Meeting  
Live Stream at [www.danc.org](http://www.danc.org).**



## **AGENDA**

### **BOARD OF DIRECTORS MEETING**

**Thursday, December 16, 2021 – 10:00 AM**

**Dulles State Office Building**

**11<sup>th</sup> Floor, Conference Room #1 and Zoom Videoconference**

**Watertown, New York**

1. Call to Order
2. Call the Roll
3. Privilege of the Floor
4. Approve the Minutes of October 28, 2021 Board Meeting
5. Chairman's Report
6. Executive Director's Report
7. Finance Report – Chief Financial Officer
  - a. Approving Financials for the month ending October 2021
  - b. Resolution No. 2021-12-128, Public Authorities Reporting Information System (PARIS), Five Year Budget and Financial Plan for FYE 2023, Annual Submission
  - c. Resolution No. 2021-12-129, Approving Modifications to the Sexual Harassment Prevention Policy
8. Technical Services Summary Report
  - a. Jefferson / St. Lawrence County –
    - I. Village of Alexandria Bay, Technical Services Agreement, WTP Amend 2 – Design Phase, Total Agreement Amount of \$40,000, 12/20/21 – 2/28/23, Jefferson County
    - II. Town of Clifton, Technical Services Agreement, WW Disinfection Amend 3 – Design Phase, Total Agreement Amount of \$25,000, 12/20/21 – 1/31/2023, St. Lawrence County
    - III. Town of DeKalb, Technical Services Agreement, WW Disinfection Amend 3 – Design Phase, Total Agreement Amount of \$39,000, 12/20/21 – 8/31/2022, St. Lawrence County

- IV. Village of Theresa, Technical Services Agreement, WW Disinfection Amend 2 – Design Phase, Total Agreement Amount of \$33,000, 12/20/21 – 10/31/2022, Jefferson County
- V. Town of LeRay, DOF Pump Station RTU Upgrade and VFD Installation, Total Agreement Amount of \$32,000, 4/1/2022 – 6/30/2023. Jefferson County
- VI. Town of Rutland, RBPS Control System Improvements, Total Agreement Amount of \$42,000, 4/1/2022 – 3/31/2023, Jefferson County
- VII. Village of Potsdam, SCADA and Instrumentation Support, Total Agreement Amount of \$20,000, 11/15/2021 – 12/19/2026, St. Lawrence County

b. Lewis County –

- I. Lewis County, NBRC Copenhagen, Pinckney, Denmark, Total Agreement Amount of \$25,000, 11/21/2021 – 9/30/2024, Lewis County

9. Engineering -

- a. Resolution No. 2021-102-130, Management Services Agreement, Village of Clayton, Water and Wastewater Facilities
- b. Resolution No. 2021-12-131, Management Services Agreement, Village of Malone, Water and Wastewater Facilities

10. Regional Development –

- a. Loan Report
- b. Resolution No. 2021-12-132, Affordable Rental Housing Program, Cambray Housing Corporation, Loan #2
- c. Resolution No. 2021-12-133, Regional Tourism Transformational Community Revolving Loan Fund, James Andrew Milne, or New Corporation to be Formed, Loan Ratification
- d. Resolution No. 2021-12-134, Northern Border Regional Commission, Grant

11. Water Quality –

- a. Resolution No. 2021-12-135, FY 2022 Army Water Line Operating Budget, Water Purchase Costs, Amendment
- b. Resolution No. 2021-12-136, FY 2022 Regional Water Line Operating Budget, Water Purchase Costs, Amendment
- c. Resolution No. 2021-12-137, FY 2022 Water Quality Contracts Budget, Amendment, Additional Water Quality Operator

12. Executive Session –  
To discuss the employment history of a particular person

13. Additional Resolutions –

- a. Resolution No. 2021-12-139, FY 2022 Telecommunications Division Operating Budget, Amendment, Retention of a Telecommunications Consultant
- b. Resolution No. 2021-12-140, North Country Value Added Agriculture Revolving Loan Fund, Tug Hill Vineyards, LLC, Loan Modifications

14. Strategic Planning – immediately following the Board meeting

15. Next Meeting – February 10, 2022, Budget Work Session

16. Adjourn



**MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**Thursday, October 28, 2021 – 10:00 AM**  
**Harbor Hotel Conference Room**  
**200 Riverside Drive, Clayton, New York**

The Development Authority of the North Country Board of Directors met in regular session in person and via Zoom Conference Call/Teleconference at the Harbor Hotel, Conference Room, 200 Riverside Drive, Clayton, New York on Thursday, October 28, 2021 at 10:00 am.

**Members Present**

**Voting**

Frederick Carter, Chairman  
Margaret Murray  
Dennis Mastascusa  
Alfred Calligaris  
Mary Doheny  
Thomas Hefferon  
Alex MacKinnon  
Eric Virkler

**Non-Voting**

Nancy Henry  
Stephen Hunt  
James Hollenbeck  
Brian McGrath

**Members Absent**

**Staff Present:**

Carl Farone, Executive Director  
Jennifer Staples, Chief Financial Officer  
Carrie Tuttle, Chief Operating Officer  
Stephen Bohmer, Director of Information Technology  
Dawn Caccavo, Comptroller  
Michelle Capone, Director, Regional Development Division  
Laurie Marr, Director of Communications and Public Affairs  
Brian Nutting, Director of Water Quality  
Patricia Pastella, Director of Materials Management  
David Wolf, Director of Telecommunications  
Regina Rybka-Lagattuta, Director of Human Resources  
Angela Marra, Executive Assistant

**Guests:**

Jennifer Granzow, Counsel, Wladis Law Firm

1. Chairman Carter called the meeting to order at 10:00 AM.
2. Chairman Carter requested a roll call.
  - A quorum of voting and non-voting members was established.

3. Privilege of the Floor was offered
4. Upon a motion by D. Mastascusa, and seconded by M. Murray, the minutes from the August 26, 2021 Board Meeting, were unanimously approved.
5. Chairman's Report
  - a. Chairman Carter turned the meeting over to M. Capone as she had a situation to attend to this morning
6. Regional Development –

Loan Report – M. Capone

M. Capone reported that all loans are currently paying as agreed. MCM Development is six months in arrears and has been sent to our collections attorney, Teresa Bennett. She will begin the process of sending notice to these accounts letting them know we are moving forward with collections. In regard to COR Development Arsenal Street, they began payments in September and are current. We continue to be in discussions with COR regarding the Mercy site. They are reaching out to the state to get a feel for the state's interest in supporting a project on the site.

The zoo received funds from us just over a year ago and they are doing very well. They are current on their loan as well, and released their master plan yesterday.

- a. Resolution No. 2021-10-122, authorizes the Comptroller or Chief Financial Officer to adjust the Regional Development budget for FY 2022 per the accounts and amounts as referenced within this resolution.

B. McGrath asked what is meant by additional expenses. M. Capone responded that the consulting expense is for the federal grant consultant which is the Department of Defense OEA Grant for the query tool. This means that "X" amount of funds were projected to be spent in 2021, but will actually be spent in 2022. C. Farone stated this is not additional funds, but a timing issue.

Upon a motion by T. Hefferon, and seconded by D. Mastascusa Resolution No. 2021-10-122, FY 2022 Operating Budget Amendment, Regional Development, Grant Expenditures, was unanimously approved.

- b. Resolution No. 2021-10-123, authorizing a negative declaration whereby the proposed action will not result in any adverse environmental impacts relating to the facilities constructed with funds from the North Country Value Added Agriculture Revolving Loan Fund to Matthew A. Martin, or a new corporation to be formed, for M&M Eggs.

Upon a motion by T. Hefferon, and seconded by A. MacKinnon Resolution No. 2021-10-123, North Country Value Added Agriculture Revolving Loan Fund, Matthew A. Martin, or New Corporation To Be Formed, SEQRA Negative Declaration, was unanimously approved.

- c. Resolution No. 2021-10-124, authorizes ratifying a loan in the amount of up to \$98,000 from the North Country Value Added Agriculture Revolving Loan Fund to Matthew A. Martin, or a new corporation to be formed, at the terms and conditions outlined within the term sheet attached to this resolution. Furthermore, the Executive Director or Chief Financial Officer are authorized to execute all documents necessary to make the loan.

Upon a motion by E. Virkler, and seconded by D. Mastascusa Resolution No. 2021-10-124, North Country Value Added Agriculture Revolving Loan Fund, Matthew A. Martin, or New Corporation To Be Formed, was unanimously approved.

- d. Resolution No. 2021-10-125, authorizes ratifying a loan in the amount of \$238,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Sabael Industries, LLC at the terms and conditions outlined within the term sheet attached to this resolution. Furthermore, the Executive Director or Chief Financial Officer are authorized to execute all documents necessary to make the loan. This is considered a Type II Action under the State Environmental Quality Review Act (SEQRA) and is considered an exempt activity requiring no further action.

B. McGrath asked if this fund is administered by DANC. M. Capone replied that we were the grant administrator of those funds. They are actually Authority funds so we adhere to a work plan provided to Empire State Development to undertake the loans. B. McGrath asked if we prioritize the three counties we actually represent. M. Capone responded that these funds through the Empire State Development are for a seven county region.

C. Farone asked M. Capone to talk about the 1% interest rate. M. Capone explained that this was set within the application to Empire State Development. She further commented that this has been done to incentivize developers to invest in larger projects. While these projects are a higher risk, it is also an opportunity to assist these projects in the North Country.

Upon a motion by D. Mastascusa, and seconded by M. Murray Resolution No. 2021-10-125, Regional Tourism Transformational Community Revolving Loan Fund, Sabael Industries, LLC, was unanimously approved.

- e. Resolution No. 2021-10-126, authorizes ratifying a loan in the amount of \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Sirref Properties, LLC at the terms and conditions outlined on the attached term sheet. Furthermore, the Executive Director or Chief Financial Officer are authorized to execute all documents necessary to make the loan. This is considered a Type II Action under the State Environmental Quality Review Act (SEQRA) and is considered an exempt activity requiring no further action.

B. McGrath asked if we are in the third position. M. Capone stated we are, but this is substantiated by the appraisal.

B. McGrath asked if we were financing 100%. M. Capone responded the owner is providing some cash, but we are not financing 100%. B. McGrath commented that it will be tight. He further asked what will happen if the appraisal drops below the 1.0. M. Capone stated that we would have to either adjust the loan amount to meet the 1:1 loan to value or come back to the board. The loan could not close if the appraisal

amount is not met. M. Capone noted that the U.S. Small Business Administration considers our loan funds as equity.

Upon a motion by D. Mastascusa, and seconded by M. Murray Resolution No. 2021-10-126, Regional Tourism Transformational Community Revolving Loan Fund, Sirref Properties, LLC, was unanimously approved.

M. Capone left the meeting at 10:12 AM

## 7. Executive Director's Report

### a. Introduce K. Feuka -

C. Farone introduced K. Feuka by reviewing his credentials and previous employment. He also added that K. Feuka lives in Canton and has a desire to make the North Country a better place.

K. Feuka stated that he is honored to work at the Authority, and could not think of a better way to advance his profession and career than by working to the benefit of the North Country. He is looking forward to using his 35 years of experience in all forms of government in public services. He welcomed any Board member to reach out and get to know him a little better and share the mission and vision for the benefit of the North Country.

K. Feuka left the meeting at 10:15 AM.

### b. COVID Update

Protocols have been changed within the Authority to require masks and social distancing regardless of vaccination status. 76% of Authority staff are now vaccinated, and we continue to stress the importance of the vaccines.

The Authority has large contracts with the federal government on Fort Drum. We have been in constant communication with Fort Drum and our contracts are not currently considered covered contracts for mandated vaccines, but we believe that this may change at some point. At that time Authority employees would need to be vaccinated. We will continue to monitor this daily and do what is required to remain 100% operational.

### c. Household Hazardous Waste -

The Authority held five Household Hazardous Waste events in 2021. 1,130 households participated with 57,000 pounds of waste being collected.

### d. Solar Feasibility Analysis -

This was a topic at last year's Strategic Planning. 4<sup>th</sup> Coast, an MWBE, provided us with a draft report. The report findings are mixed regarding if solar would be beneficial to the Authority. Looking at a return on investment, this may take 20 years to see repayment. We are in a better position to evaluate the solar project at the Materials Management Facility. One option would be to provide power just for the solid waste facility which could produce a savings of \$40,000. A second option would be to create a bigger solar system that we could then sell. This option

would depend on National Grid, and we wouldn't know the cost until we submit an application. The recommendation at this time is to submit the application and see if this would be financially feasible. The project cost could be \$50,000 to \$3 million. From a staff perspective, this is going to cost roughly \$11,000. We have money in the budget and we would recommend taking the next step and see what National Grid would charge us since that is a major factor in the cost. Staff will also determine which grant funds, if any, are available. We are hopeful with the current administration's emphasis on becoming green that we could possibly get 50% in grants.

F. Carter asked if we are already connected to the grid with our generators, why we wouldn't just use them. C. Farone responded that this was reviewed to determine the capacity of that facility. That is a transmission line and the grant would look at seeing if that system could be upgraded versus building new. C. Tuttle added that the system was only constructed to support the capacity of the engines that we have at the Landfill Gas to Energy Plant. We don't know what the capital cost would be to upgrade that and if that would be the most feasible solution, or if we should put in a separate interconnect. She continued by saying that there may not be enough capacity within the current transmission system to handle additional power produced by the proposed solar.

F. Carter stated that the solar would be considered green, but from engineers and electricians he has spoken with who work in this business, if upgrades are not done within a 20 year program the project is outdated. He further stated that he feels the project should be moved forward and we should get the report.

A. MacKinnon asked if we were talking about the solar on the buildings. C. Farone stated it would be on the property, but not on the actual landfill.

M. Doheny asked if this would be visible from the road and to the neighbors. C. Farone stated that within the preliminary design, no.

F. Carter asked if we were to sell the rest to National Grid would we be paying \$40,000 over 20 years. C. Farone responded that these are high level estimates on investment, and the investment could offset the \$40,000 that has been allocated. C. Tuttle further commented that part of that depends on if we lease the space to a developer and do not actually own the solar. They would do the build and in turn pay the Authority a flat fee. This is similar to the agreement we currently have with ARIA.

A. Calligaris asked if trees would need to be cut to open the space. C. Farone responded that yes, right now this is very preliminary.

J. Hollenbeck stated he thinks it is well worth investigating.

C. Farone commented this is only the first step. National Grid may come back and state it is going to cost \$1 million, and at that point we may determine it not to be worth it.

M. Doheny asked if there was any downside to submitting to National Grid. C. Farone responded that he doesn't know of any.

F. Carter asked if the cost is \$11,000 to submit to National Grid. C. Farone replied yes. F. Carter stated that he is not interested in doing this with a partner again. He further stated that the overall consensus seems to want to move forward.

e. AWL Integrity Assessment -

We hired Pure Technologies on an \$800,000 contract to evaluate our pipeline. They have found no leaks, but there are certain parts they noted are in need of repair. We are utilizing this information and excavating the various sections of pipe to validate that portion is damaged. Based on the information obtained a determination will be made for which portions of the waterline need to be replaced, relined or other various fixes. If damage is confirmed we would develop a plan from a county perspective for the cost and then look for grant funding to assist as this was a project that was paid for originally with grant money.

F. Carter asked if the federal government would be a possible grant opportunity. C. Farone stated that we are hoping federal but are not limiting the search to only that. He further stated we should know by maybe next year.

F. Carter asked if this evaluation was done with a camera. C. Tuttle explained that it was done with a device that was placed through the valves in the line and would then transmit a signal. Electronic equipment above ground then received the signal and could determine the pipe wall thickness.

B. McGrath asked where the microphones are in the room as he is hearing from the governor's office that they cannot hear the meeting. S. Bohmer explained that the Zoom meeting was what was being webcast and S. Hunt confirmed he could hear the Zoom meeting clearly.

8. Finance Report – Chief Financial Officer

J. Staples reviewed the August 2021 financial information. Within the statement of net position there is a change in the overall assets and liabilities of \$1.3 million from fiscal year end, March 31<sup>st</sup> through August 2021.

Within assets, under the accounts receivables there is an increase of \$500,000 however in September we did receive payment from USAC for the previous contract year and will be applied in September. A portion of that payment would have typically gone to pay Westelcom, but was instead used to decrease their current balance. Recently our Telecommunications Division signed an IRU agreement with them in the amount of \$60,000. Part of that agreement is to not pay, but reduce their AR balance. All other AR accounts are in good shape. Also under assets, investments have decreased around \$2 million, and restricted assets have increased by the same. These funds were moved to fully fund the financial assurance account which is a DEC financial requirement for the closure and post closure care, which was approved by the Board under resolution #106 this year.

Under liabilities, our accounts payable increased by approximately \$1 million. We did receive approval from the Department of Labor to pay our vendor so they can then pay the subcontractor who was under review for underpayment of wages on a public work project.

J. Staples continued by stating that overall we are over budget in total operating revenue. The customer billing is \$450,000 over budget, and MMF is over by \$228,000. As of the end of August total waste received was 96,379 tons, versus a projection of 90,558 tons for an increase of 5,821 tons at the end of August. This increase was mainly due to municipal solid waste. Water quality is over budget by \$173,000, mainly associated with the Army Waterline.

Under operating expenses, closure and post closure costs are over budget due to the increase in tonnage at MMF which increases the portion of the tip fee going into the expense account. There are also market adjustments being made into that account as we invest more in US Treasury and Federal Agencies instead of CD's. Market adjustments are purely accounting entries as long as we hold the investment to maturity.

B. McGrath asked if the tip fee that was discussed at the previous meeting was included, and if it does this affect our need to raise the tipping fees. J. Staples responded that the resolution approved at the last meeting will become effective January 1, so we are not seeing the increased revenue within these numbers. She further explained the increase in total tonnage being received at the landfill during this FY will have little impact on the overall need to raise the tip fee because we are currently only taking \$2.75 per ton to the closure/post closure reserve. Much more is needed to fully fund the reserve to DEC requirements.

J. Staples concluded by stating water purchases are over budget by \$17,000. Bad Debt expense increased based on the total percentage of accounts receivable. This should decrease in the month of September based on the USAC payment. We utilize an AR aging method to estimate bad debt instead of the direct write off. Grant expenses are over budget by an estimated \$142,000. Of the \$261,000 expense year to date, \$100,000 of that is SLC Property Development Corporation. In May the Board approved a grant/loan commitment for improvements to the former Newell Building in Ogdensburg. Overall we see a change in net position of -\$87,000 versus a budgeted loss of \$1.3 million.

Upon a motion by T. Hefferon, and seconded by M. Murray, Financials ending August 31, 2021, was unanimously approved.

A. Calligaris asked about unearned income. C. Farone responded that unearned income is primarily from Telecom in which service provider pay the Authority cash up front for 5 - 20 years' worth of services.

- a. Resolution No. 2021-10-113, authorizing the Executive Director to enter into an agreement with Bonadio & Co., LLP to provide audit services, as specified in the Request for Proposal, for the five years ending March 31, 2026.

J. Staples explained that every five years the Authority does an RFP for these services. On October 15<sup>th</sup> the Audit Committee met and is recommending the Bonadio Group for Board approval.

B. McGrath reiterated his statements made during the Audit Committee meeting. There were two bids, one from an entity that attempted to comply with MWBE requirements and this one that did not. It was not a unanimous vote and this was the recommendation. It is important for the full Board to know that we did have an option

to approve a new auditor that would have complied with the state's encouragement to employ MWBE through subcontracting.

F. Carter commented that he was not in favor of approving the contract because of the criteria just mentioned, as well as the cost being \$20,000 more. The other firm met the criteria of what the state wants to do for minority owned businesses, and would have given the Authority 9% toward our goal of 30% leaving us with only 21% to match the requirements. F. Carter further stated that it would be common sense to select the firm that was lower by \$20,000 and who met the important criteria. He went on to state that they work with New York State, Empire State, New York Bridge Authorities, New York State Regional Development Authority, Lower Manhattan Development Authority, and 30 other regional development boards. The other company that we have worked with does not and they get away with it. He stated this is why he voted in favor of a change. In looking at the things we are supposed to be doing under the rules and ethics, he felt the second firm reached the criteria. F. Carter stated another thing to keep in mind when discussing their hiring of subcontractors, this is a plus in another set of eyes with somebody different and a minority owned business. He expressed nothing bad toward the company we have been using, but did say sometimes change is needed. F. Carter expressed that this resolution was approved by the committee and doesn't need to come to the full Board, which he isn't happy with that and feels the full Board has the right to vote on these issues. C. Farone stated that this always comes to the full Board. F. Carter stated that he stands corrected, but these are his feelings and he will not be voting in favor of this resolution.

A. Calligaris stated this was discussed at the committee meeting and they voted in favor of our present accounting firm. He further stated that some of the things being brought up here were not part of the request and we cannot blame them for not complying. \$20,000 over a five year contract results in only \$4,000 per year. The other firm hasn't done the work for us and may have needed to increase their fee.

M. Doheny asked if there is a standardized form for our RFP's. C. Farone responded that we do have a standardized form, and regarding MWBE's it requests making the best effort. He continued by saying this is a small contract and with \$5,000 per year it is difficult sometimes with small contracts to get MWBE participation. This RFP was submitted to 26 MWBE firms, 47 firms total, and only two responded and neither of which was an MWBE.

D. Mastascusa asked of the two that responded, how many times had they responded to previous RFP's. C. Farone stated that the last RFP had four responses and this one only had two. He further stated that follow up calls were placed to the firms who had previously responded to ask why they did not this time. They responded that the timing of the audit, government experience, and staffing issues were all mentioned as well as the quick turnaround with a March 31<sup>st</sup> year-end and everything needs to be completed in June. He continued in stating the current auditor has been very successful in the last 15 years of meeting all these requirements.

E. Virkler stated he has heard of EFPR and that \$40,000 a year is a very reasonable amount. He further stated he has been on the other side of audits many times and from a staff perspective this type of change is certainly difficult. E. Virkler continued by saying he has worked with EFPR over the last two years in Lewis County and they have done a great job as they are responsive, knowledgeable, and helpful.

B. McGrath commented for clarification that the RFP was sent out requesting submissions make best efforts, as A. Calligaris had said it was not. It wasn't required, but it was included within the RFP. Another point B. McGrath made was the scoring that was prepared for the Audit Committee rendered the two RFP's at the top with one being 9.6 and the other 9.55, effectively resulting in a tie in the metrics. B. McGrath expressed his view in the event of a tie, that tie should be broken by honoring the firm that made an effort to include the priorities of the state, which is to do contracting with minority and women owned businesses. B. McGrath stated that it alone wouldn't have been good reason to select them but it was compelling to consider the scores were close, the bid was lower, and we had good information that it was a reputable firm. He stated that for him this was a mistake, it was a close vote and he doesn't feel it inappropriate for the full Board to revisit it.

D. Mastascusa agreed, and further stated that another tie breaker is between the staff and the current firm with the auditing networking relationship and there is a certain amount of comfort by not going through a transition even though it is not something that couldn't be overcome. B. McGrath stated that with auditors a little discomfort isn't bad, and if the approach is taken to stay with who you have in a tie breaker you never change which also means you'll never be working with minority owned businesses. This would result in never changing perspective or taking second looks at procedures.

A. MacKinnon stated that during the committee meeting he supported keeping the same firm for a couple reasons, the first being our primary business at the landfill. This is a unique business and our primary function, and most auditors are not familiar with that type of operation. The Bonadio Group has exhibited a clear familiarity with this type of operation where a new group may not. He further stated that he felt it was a good reason to stay with the current firm because we had no reason to change other than the present idea of them not meeting the women-owned business criteria. A. MacKinnon further commented that half the people who work for the Bonadio Group are women, even though it doesn't meet the requirement of the state mandate, but it does in spirit because the main idea is to encourage a wide variety of people to come out and be a part of this business experience. He concluded by stating he sees no reason to switch at this time.

Upon a motion by A. Calligaris, and seconded by A. MacKinnon Resolution No. 2021-10-113, Authorizing Executive Director to Enter into an Agreement for Audit Services, was approved with one vote in opposition.

## 9. Governance –

- b. Resolution No. 2021-10-114, authorizing the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller to be named as authorized signatories on the Liner Investment bank account, and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel. It was further 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.

F. Carter asked where Comerica Bank is located. C. Farone responded they have a presence in New York City, but they are not in Watertown. F. Carter further asked if

they have branches in Texas to which C. Farone responded yes. C. Farone further explained that they have capabilities which allow our investment advisor to easily transfer CD's into this account. Our primary bank in the area is Community Bank with roughly 16 accounts, and we also have accounts with Watertown Savings Bank and Carthage Savings and Loan.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2021-10-114, Authorizing Establishment of Comerica Bank Account, Liner Reserve, was unanimously approved.

#### 10. Technical Services Summary Report –

C. Tuttle reviewed the contracts listed individually, and the table was approved with two motions. These items are within our service area, and under \$100,000.

- I. Town of Gouverneur, Technical Services Agreement, NYS CDBG Grant, Total agreement amount of \$47,000, Dates are to be determined.
- II. Village of Massena, Technical Services Agreement, NYS AHC Grant, Total agreement amount \$35,000, 9/15/21 – TBD
- III. Department of Corrections - Gouverneur, Operation & Maintenance Agreement, Backflow Prevention Device Testing, Total agreement amount \$1,464.00, Dates are to be determined.
- IV. Town of Pamela, Operation & Maintenance Agreement, Water/Wastewater Operation and Maintenance, Total agreement amount \$237,936.00, 11/01/21 – 12/31/26.
- V. Town of Cape Vincent, GIS Services Agreement, GIS Hosting Agreement, Total agreement amount of \$4,350.00, 1/1/22 – 12/31/26.
- VI. Town of Hermon, GIS Services Agreement, GIS Hosting Agreement, Total agreement amount of \$4,350.00, 1/1/22 – 12/31/26.
- VII. Town of Watson, GIS Services Agreement, GIS Hosting Agreement, Total agreement amount of \$4,350.00, 1/1/22 – 12/31/26.
- VIII. Town of LeRay, SCADA Services Agreement, Carey Well Filtration System Integration, Total agreement amount of \$26,000.00, 1/1/22 – 12/31/22.
- IX. Village of Dexter, SCADA Services Agreement, Cemetery Rd Valve-Meter Vault Controls, Total agreement amount of \$20,000.00, 11/1/21 – 6/30/22.
- X. Town of Cape Vincent, Technical Services Agreement, PS Generator Replacement Project, Total agreement amount of \$12,000.00, 6/1/21 – 6/30/22.
- XI. Town of Louisville, Technical Services Agreement, Total agreement amount of \$12,000.00, 8/20/21 – 10/31/22.
- XII. Village of Clayton, Technical Services Agreement, Historic District Amendment 4, Total agreement amount of \$134,000.00, 6/27/21 – 2/1/22.

B. McGrath asked if we are allowed as a state Authority to enter into contracts with a municipality that does not have an EEO in place. He further stated that during the meeting he was forwarded a FOIL response that the Village does not have an EEO policy, and asked if it is part of our requirement as a state entity that for us to contract with the municipality they need to have one. J. Granzow stated that she is uncertain of the specific answer, but will look into it.

XIII. Village of Rutland, Technical Services Agreement, Highway Department Building PER, Total agreement amount of \$6,500.00, 1/1/21 – 3/1/22.

XIV. Village of Heuvelton, Technical Services Agreement, Water Improvement Project, Total agreement amount of \$70,000.00, 8/1/21 – 6/30/22.

F. Carter asked if this is for the approval of a water district. C. Tuttle stated this is for a water system improvement project that has been ongoing for a few years and this is the final piece. They are replacing a water main and a backup well with some improvements at that location as well.

F. Carter asked how the wastewater connection project is going. C. Tuttle replied that we have received correspondence from the funding agencies that approve moving forward and the project we will be going out to bid soon.

F. Carter asked if they will be moving the water line with that Ogdensburg project. C. Tuttle responded no water line and no new sewer line is being formed, just a transition made.

Upon a motion by M. Murray, and seconded by D. Mastascusa, Board Contract Summary Table items numbered I through XIV for the month of October, was unanimously approved.

XV. Lewis County, Technical Services Agreement, Broadband Access Project in Lyonsdale, Harrisville & Port Leyden, Total Agreement \$45,000, 10/22 – 10/22

C. Farone commented that the broadband contract was changed to \$45,000.

XVI. Lewis County, Technical Services Agreement, NBRC LDD, Total Agreement \$6,000, 10/21 – 12/23

XVII. Lewis County, GIS Services Agreement, GIS Hosting Services, Total Agreement \$8,200, 1/1/22 – 12/31/26.

D. Mastascusa asked what exactly we are doing with the broadband piece. D. Wolf responded that we are going to help them develop an RFP, manage the needed service providers, manage the project, and finally we will help them test and make sure the services are correct. C. Tuttle added we will also be helping with the grant administration.

B. McGrath asked if these resolutions were included within the Read Ahead Packet, or if we have changed this. C. Farone stated there are no resolutions, only the chart.

Upon a motion by D. Mastascusa, and seconded by A. MacKinnon, Board Contract Summary Table items numbered XV, XVI, XVII for the month of October, were approved.

E. Virkler recused himself from this vote due to being a Board member with the Lewis County Development Corporation.

#### 11. Engineering –

- a. Resolution No. 2021-10-115, authorizing an increase in the revenue and expense account of the Engineering Division to continue pass-through expenditures and amends the FY 2022 Engineering Budget.

Upon a motion by A. Calligaris, and seconded by D. Mastascusa, Resolution No. 2021-10-115, FY 2022 Operating Budget Amendment, Engineering Division, Pass-Through Expenditures, was unanimously approved.

- b. Resolution No. 2021-10-116, approving the Management Services Agreement, by and between the Authority and the City of Ogdensburg. Furthermore, the Executive Director is authorized and directed to execute said Agreement.

Upon a motion by F. Carter, and seconded by A. Calligaris, Resolution No. 2021-10-116, Management Services Agreement, City of Ogdensburg, Water and Wastewater Facilities, was unanimously approved.

- c. Resolution No. 2021-10-117, approving the Technical Services Agreement, by and between the Authority and ANCA. Furthermore, the Executive Director is authorized and directed to execute said Agreement.

Upon a motion by A. MacKinnon, and seconded by M. Murray, Resolution No. 2021-10-117, Technical Services Agreement, Adirondack North Country Association, Grant Administration Assistance, was unanimously approved.

- d. Resolution No. 2021-10-118, approving the Technical Services Agreement, by and between the Authority and Essex County. Furthermore, the Executive Director is authorized and directed to execute said Agreement.

Upon a motion by D. Mastascusa, and seconded by M. Murray, Resolution No. 2021-10-118, Technical Services Agreement, Essex County, GIS Services for County Road Map, was unanimously approved.

- e. Resolution No. 2021-10-119, approving the Technical Services Agreement for NBRC Grant Administration by and between the Authority and the Village of Tupper Lake. Furthermore, the Executive Director is authorized and directed to execute said Agreement.

Upon a motion by A. Calligaris, and seconded by D. Mastascusa, Resolution No. 2021-10-119, Technical Services Agreement, Village of Tupper Lake, 2021 Northern Border Regional Commission, Local Development District Grant Administration, was unanimously approved.

- f. Resolution No. 2021-10-120, approving the Technical Services Agreement, by and between the Authority and the Village of Tupper Lake. Furthermore, the Executive Director is authorized and directed to execute said Agreement.

Upon a motion by M. Murray, and seconded by D. Mastascusa, Resolution No. 2021-10-120, Technical Services Agreement, Village of Tupper Lake, Water Supply Improvements Project, was unanimously approved.

## 12. Materials Management

- a. Resolution No. 2021-10-121, authorizing the Executive Director to implement said rules, applications, permits, and fees as incorporated into this resolution, effective October 28, 2021.

Upon a motion by M. Murray, and seconded by D. Mastascusa, Resolution No. 2021-10-121, Operating Permit Rules and Requirements, Materials Management Facility, Revision, was unanimously approved.

## 13. Telecommunications -

- a. C. Farone stated M. Doheny had requested information regarding how we are positioning ourselves within the region for broadband expansion. A Power Point will be presented by D. Wolf on the broadband studies.

Topics covered within the presentation include Completed Work, Grant Opportunities, Grant Coverage, and Initiatives Underway.

All three counties have been completed with both inventory and surveys. Authority staff have been asked to participate on both Lewis County's and St. Lawrence County's committees. GIS Maps have been created showing which roads have service versus those that do not. Through the GIS mapping we were able to provide the counties with the addresses of homes who do not have service as information for their grant applications. Now that areas have been determined and grants are to be applied for, service providers will need to be selected.

B. McGrath asked about the advancing 5G builds, and if that was to retrofit existing towers or to build a new tower, and if so what would that coverage be. D. Wolf explained that 5G covers 1.5 miles from the tower and 4G covers 4.5 miles. This will result in the coverage areas shrinking, however 4G and 5G will run simultaneously so that coverage will not be lost. To build up to 5G new towers will not need to be built since the chips can be put on existing towers, poles, or other structures. There will be some new towers, but they try to utilize other structures.

B. McGrath stated that in terms of the actual data that can be pushed through 5G versus 4G, 4G is the equivalent to 500 broadband which is stunning. He further asked if 5G will eventually replace fiber. D. Wolf responded that it can't replace the fiber because it is needed to light up the antennas. He further explained that many may keep their fiber but this will provide competition and people have indicated they very much want a choice.

B. McGrath asked if 5G is expected to disrupt the economics of this industry. D. Wolf explained that given the nature of the North Country it will be a long time before there is 5G everywhere.

A. MacKinnon asked how Fios is related to 5G. D. Wolf explained that is a completely different network and while the fiber has more bandwidth than wireless, it will depend on the equipment put on each end. Fiber is always going to be that connection, but with wireless the more people using it the slower the speed. B. McGrath stated that can happen with Fios as well depending how many people are on it within the building and the speed will be reflective of your router that converts the fiber to your wireless. A. MacKinnon stated he is in one of the only places with Fios north of Syracuse, and while this was covered by grants he cannot see how this could be economical with no potential for more customers.

A. Calligaris commented that this is why in most remote locations you will see satellite used instead of fiber. D. Wolf confirmed satellite technology is advancing but the current satellites are 22,300 miles in the air which cause significant delays. There are several new companies putting many satellites only 200 miles in the air meaning they offer much better coverage. The pricing will be interesting because the current cost for this is \$150 each month.

A. Mackinnon commented that he used to have satellite and if you live in an area with many trees the satellite does not work. B. McGrath commented that rain will affect this as well. D. Wolf further commented that the coverage is also intermittent, whereas you'll have coverage for two hours but then it will be gone for 20 minutes because the low-earth orbit satellites are always moving. This will improve as the number of satellites increases.

- b. Resolution No. 2021-10-127, authorizes an amendment to the FYE 2022 Telecommunications Capital in the amount of \$120,000 to the DWDM Upgrade.

Upon a motion by M. Murray, and seconded by D. Mastascusa Resolution No. 2021-10-127, FY 2022 Capital Budget, Telecommunications Division Amendment, was unanimously approved.

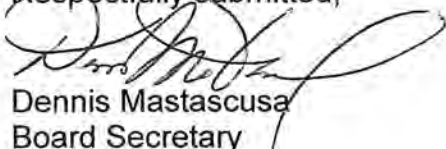
14. Next Board Meeting Date – December 16, 2021 at the State Office Building

15. FY 2023 Strategic Planning following the Board Meeting

A. MacKinnon asked about the acoustics within this room and the spacing because he couldn't always hear everything, and is this spacing a requirement. C. Farone responded the spacing was due to COVID.

16. Upon a motion by A. Calligaris, and seconded by M. Murray, the meeting was adjourned at 11:44 AM.

Respectfully submitted,

  
Dennis Mastascusa  
Board Secretary

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Seven Months Ending Sunday, October 31, 2021**

	<u>YTD ACTUAL</u>	<u>3/31/2021 Total</u>
<b>STATEMENT OF NET POSITION</b>		
<b>ASSETS</b>		
Cash and Cash Equivalents	\$5,630,054.52	\$5,555,064.63
Accounts Receivable	3,375,845.92	2,619,156.57
Unbilled Revenue	329,236.40	506,780.75
Interest Receivable	92,990.30	106,871.43
Loans Receivable, net	34,084,978.92	34,183,499.90
Inventory	466.14	466.14
Prepaid Expense	205,958.77	481,698.37
Investments	17,247,703.34	28,935,377.58
Funds Held In Trust	632,037.71	798,343.58
OPEB Reserve Fund	5,656,423.56	5,630,540.54
Restricted Assets	80,750,354.21	70,903,955.70
Leased Property	47,887.57	57,206.32
Capital Assets, net	83,030,510.02	83,774,236.42
<b>Total Assets</b>	<b>231,084,447.38</b>	<b>233,553,197.93</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension	4,001,942.00	4,001,942.00
OPEB	171,716.00	171,716.00
Total Deferred Outflows of Resources	4,173,658.00	4,173,658.00
<b>TOTAL ASSETS PLUS DEFERRED OUTFLOWS</b>	<b>235,258,105.38</b>	<b>237,726,855.93</b>
<b>LIABILITIES</b>		
Accounts Payable	735,509.28	2,002,687.69
Grants & Passthroughs Payable	402,363.51	424,191.11
Community Benefits Payable	65,374.77	150,564.88
Interest Payable	170,676.03	122,660.42
Accrued Expenses	1,197,565.88	527,754.84
OPEB Liability	5,232,900.35	4,950,122.00
Net Pension Liability	5,248,617.00	5,248,617.00
Unearned Income	7,171,836.52	7,696,474.95
Lease Obligation	47,887.57	57,206.32
Funds Held for Others	10,479,115.48	10,479,115.48
Due to US ARMY	749,985.00	749,985.00
Landfill Closure & Post Closure	15,075,296.17	15,815,479.62
Long-term Liabilities	22,342,915.25	22,903,266.69
Total Liabilities	68,920,042.81	71,128,126.00
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension	115,996.00	115,996.00
OPEB	898,478.00	898,478.00
Total Deferred Inflows of Resources	1,014,474.00	1,014,474.00
<b>TOTAL LIABILITIES PLUS DEFERRED INFLOWS</b>	<b>69,934,516.81</b>	<b>72,142,600.00</b>
<b>NET POSITION</b>		
Invested In Capital Assets, Net	62,201,684.73	62,385,059.69
Restricted for:		
Community Rental Housing Program	13,119,112.81	13,253,803.57
Community Development Loan Fund	8,997,504.59	8,810,966.03
Affordable Housing Program	22,650,946.01	22,681,752.60
Army Water & Sewer	1,800,000.00	1,800,000.00
Regional Waterline	532,056.89	532,056.89
Reserve For Liner & Replacement	15,615,083.81	12,359,373.92
Reserve For Wetland Mitigation	320,330.54	1,312,332.49
OATN Reserve	6,832,166.37	6,801,099.79
Total Restricted	69,867,201.02	67,551,385.29
Board Designated for:		
Infrastructure Development	223,107.42	223,107.42
Capital Reserve	1,582,675.58	9,063,945.81
Tip Fee Stabilization	4,430,816.01	4,415,142.41
Landfill Gas Reserve	1,653,811.14	1,648,014.07
Economic Development Fund	5,389,457.96	5,486,722.55
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	20,279,868.11	27,836,932.26
Undesignated	12,974,834.71	7,810,878.69
Total Net Position	165,323,588.57	165,584,255.93
<b>Total Liabilities, Deferred Outflows &amp; Net Position</b>	<b>235,258,105.38</b>	<b>237,726,855.93</b>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Seven Months Ending Sunday, October 31, 2021**

	<u>YTD ACTUAL</u>	<u>3/31/2021 Total</u>
<b><u>CHANGE IN NET POSITION</u></b>		
<b>OPERATING REVENUE:</b>		
Customer Billings	13,795,943.19	21,519,985.21
Waste Diversion Revenue	124,482.56	254,298.72
Grant Revenue	1,145,890.32	1,110,679.35
Loan Interest Income	263,951.30	478,171.51
Other Income	510,245.61	803,348.68
<b>Total Operating Revenue</b>	<b>15,840,512.98</b>	<b>24,166,483.47</b>
<b>OPERATING EXPENSES</b>		
Depreciation & Amortization	4,636,160.88	7,732,197.28
Salaries	3,592,625.65	6,068,235.76
Fringe Benefits	1,667,524.60	3,511,393.35
Operation & Maintenance	1,330,964.13	2,385,740.84
Recycling Transfer Station	207,633.80	361,610.55
Waste Diversion	365,440.55	968,153.06
Wastewater Treatment	947,293.11	1,243,888.09
Closure & Post Closure Costs	389,931.38	723,478.00
Community Benefits	608,155.98	823,176.82
Water Purchases	481,099.24	620,885.73
Office & Administration	264,545.00	424,438.22
Insurance	252,583.38	434,325.68
Utilities	75,925.56	144,680.63
Bad Debt Expense	2,464.59	(24,042.38)
Materials & Supplies	160,114.14	229,977.06
Professional Fees	303,793.31	467,026.10
Repairs & Maintenance	59,731.88	177,029.64
Automobile	195,015.06	317,544.35
Computer Expenses	173,450.17	286,038.57
Grants	272,364.35	1,162,315.66
NYS Administrative Assessment	0.00	122,000.00
<b>Total Operating Expenses</b>	<b>15,986,816.76</b>	<b>28,180,093.01</b>
<b>Total Operating Income</b>	<b>(146,303.78)</b>	<b>(4,013,609.54)</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>		
Interest Income	219,269.60	599,600.86
Gain on Sale of Fixed Assets	13,500.00	81,466.14
Interest Expense	(347,133.18)	(659,482.06)
<b>Total Non-Operating Expense, Net</b>	<b>(114,363.58)</b>	<b>21,584.94</b>
<b>CHANGE IN NET ASSETS</b>	<b>(260,667.36)</b>	<b>(3,992,024.60)</b>

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
For the Seven Months Ending Sunday, October 31, 2021

	ADMIN	MATERIALS MGMT	TELECOM	ARMY SEWER	ARMY WATER	REGIONAL WATER	WQ CONTRACTS	ENGINEERING	REGIONAL DEVELOPMENT	TOTAL
<b>STATEMENT OF NET POSITION</b>										
<b>ASSETS</b>										
Cash and Cash Equivalents	\$5,630,054.52									\$5,630,054.52
Accounts Receivable	(2,528.51)	1,242,954.07	1,045,021.54	326,243.35	476,477.37	85,088.73	30,962.70	81,373.63	90,253.04	3,375,845.92
Unbilled Revenue				61,951.68	11,237.76	29,310.87	80,901.92	104,424.93	41,409.24	329,236.40
Interest Receivable	5,584.74	8,555.01	3,522.41						75,328.14	92,990.30
Loans Receivable, net									34,084,978.92	34,084,978.92
Inventory		466.14								466.14
Prepaid Expense	169,239.86		36,718.91							205,958.77
Investments	4,325,108.76	7,371,630.60	2,004,370.19						3,546,593.79	17,247,703.34
Funds Held In Trust		632,037.71								632,037.71
OPEB Reserve Fund	5,656,423.56									5,656,423.56
Restricted Assets		40,016,772.26	9,781,973.89	1,810,906.03	987,766.92	489,186.50			27,663,748.61	80,750,354.21
Leased Property									47,887.57	47,887.57
Capital Assets, net	386,060.44	48,436,016.50	24,263,368.80	3,144,800.70	3,888,142.16	2,892,654.28		19,467.14		83,030,510.02
<b>Total Assets</b>	<b>16,169,943.37</b>	<b>97,708,432.29</b>	<b>37,134,975.74</b>	<b>5,343,901.76</b>	<b>5,363,624.21</b>	<b>3,496,240.38</b>	<b>111,864.62</b>	<b>205,265.70</b>	<b>65,550,199.31</b>	<b>231,084,447.38</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>										
Pension	4,001,942.00									4,001,942.00
OPEB	171,716.00									171,716.00
Total Deferred Outflows of Resources	4,173,658.00									4,173,658.00
<b>TOTAL ASSETS PLUS DEFERRED...</b>	<b>20,343,601.37</b>	<b>97,708,432.29</b>	<b>37,134,975.74</b>	<b>5,343,901.76</b>	<b>5,363,624.21</b>	<b>3,496,240.38</b>	<b>111,864.62</b>	<b>205,265.70</b>	<b>65,550,199.31</b>	<b>235,258,105.38</b>
<b>LIABILITIES</b>										
Accounts Payable	33,371.92	56,407.60	56,382.74	291,988.36	254,909.40	40,597.41	1,813.86	37.99		735,509.28
Grants & Passthroughs Payable	18,643.87		314,899.54						68,820.10	402,363.51
Community Benefits Payable		65,374.77								65,374.77
Interest Payable		170,676.03								170,676.03
Accrued Expenses	917,475.92	96,401.46	95,044.32	18,480.71	18,494.84	30.62	4.71	51,633.30		1,197,565.88
OPEB Liability	5,232,900.35									5,232,900.35
Net Pension Liability	5,248,617.00									5,248,617.00
Unearned Income			6,129,753.68						1,042,082.84	7,171,836.52
Lease Obligation									47,887.57	47,887.57
Funds Held for Others									10,479,115.48	10,479,115.48
Due to US ARMY				749,985.00						749,985.00
Landfill Closure & Post Closure		15,075,296.17								15,075,296.17
Long-term Liabilities	914,000.00	18,510,338.68			708,461.33	1,610,115.24			600,000.00	22,342,915.25
Internal: Due To/Due From	1,512,981.37	(479,243.30)	510,520.00	(1,418,461.73)	156,430.47	(290,011.75)	(318,265.07)	159,083.19	166,966.82	
Total Liabilities	13,877,990.43	33,495,251.41	7,106,600.28	(358,007.66)	1,138,296.04	1,360,731.52	(316,446.50)	210,754.48	12,404,872.81	68,920,042.81
<b>DEFERRED INFLOWS OF RESOURCES</b>										
Pension	115,996.00									115,996.00
OPEB	898,478.00									898,478.00
Total Deferred Inflows of Resources	1,014,474.00									1,014,474.00
<b>TOTAL LIABILITIES PLUS DEFERR...</b>	<b>14,892,464.43</b>	<b>33,495,251.41</b>	<b>7,106,600.28</b>	<b>(358,007.66)</b>	<b>1,138,296.04</b>	<b>1,360,731.52</b>	<b>(316,446.50)</b>	<b>210,754.48</b>	<b>12,404,872.81</b>	<b>69,934,516.81</b>
<b>NET POSITION</b>										
Invested In Capital Assets, Net	386,060.44	29,925,767.78	24,263,368.80	3,144,800.70	3,179,680.83	1,282,539.04		19,467.14		62,201,684.73
Restricted for:										
Community Rental Housing Program									13,119,112.81	13,119,112.81
Community Development Loan Fund									8,997,504.59	8,997,504.59
Affordable Housing Program									22,650,946.01	22,650,946.01
Army Water & Sewer				900,000.00	900,000.00					1,800,000.00
Regional Waterline						532,056.89				532,056.89
Reserve For Liner & Replacement		15,615,083.81								15,615,083.81
Reserve For Wetland Mitigation		320,330.54								320,330.54
OATN Reserve			6,832,166.37							6,832,166.37
Total Restricted		15,935,414.35	6,832,166.37	900,000.00	900,000.00	532,056.89			44,767,563.41	69,867,201.02
Board Designated for:										
Infrastructure Development				223,107.42						223,107.42
Capital Reserve		1,487,000.58			95,675.00					1,582,675.58
Tip Fee Stabilization		4,430,816.01								4,430,816.01
Landfill Gas Reserve		1,653,811.14								1,653,811.14
Economic Development Fund								5,389,457.96		5,389,457.96
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	7,571,627.73		223,107.42	95,675.00				8,389,457.96	20,279,868.11
Undesignated	1,065,076.50	10,780,371.02	(1,067,159.71)	1,434,001.30	49,972.34	320,912.93	428,311.12	(24,955.92)	(11,694.87)	12,974,834.71
Total Net Position	5,451,136.94	64,213,180.88	30,028,375.46	5,701,909.42	4,225,328.17	2,135,508.86	428,311.12	(5,488.78)	53,145,326.50	165,323,588.57
<b>Total Liabilities, Deferred Outflows...</b>	<b>20,343,601.37</b>	<b>97,708,432.29</b>	<b>37,134,975.74</b>	<b>5,343,901.76</b>	<b>5,363,624.21</b>	<b>3,496,240.38</b>	<b>111,864.62</b>	<b>205,265.70</b>	<b>65,550,199.31</b>	<b>235,258,105.38</b>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Seven Months Ending Sunday, October 31, 2021**

	<b>ADMIN</b>	<b>MATERIALS MGMT</b>	<b>TELECOM</b>	<b>ARMY SEWER</b>	<b>ARMY WATER</b>	<b>REGIONAL WATER</b>	<b>WQ CONTRACTS</b>	<b>ENGINEERING</b>	<b>REGIONAL DEVELOPMENT</b>	<b>TOTAL</b>
<b>CHANGE IN NET POSITION</b>										
<b>OPERATING REVENUE:</b>										
Customer Billings		5,642,928.02	3,752,108.84	1,600,533.25	1,337,541.09	226,477.58	543,620.82	621,974.53	70,759.06	13,795,943.19
Waste Diversion Revenue		124,482.56								124,482.56
Grant Revenue	3,952.50	43,946.70			607,087.50				490,903.62	1,145,890.32
Loan Interest Income									263,951.30	263,951.30
Other Income	126,418.20	296,988.72	2,251.06	4,158.56				(0.08)	80,429.15	510,245.61
<b>Total Operating Revenue</b>	<b>130,370.70</b>	<b>6,108,346.00</b>	<b>3,754,359.90</b>	<b>1,604,691.81</b>	<b>1,944,628.59</b>	<b>226,477.58</b>	<b>543,620.82</b>	<b>621,974.45</b>	<b>906,043.13</b>	<b>15,840,512.98</b>
<b>OPERATING EXPENSES</b>										
Depreciation & Amortization	137,067.63	1,958,588.53	2,072,955.59	174,695.23	190,284.12	93,437.90		9,131.88		4,636,160.88
Salaries	693,383.17	856,505.78	741,106.44	266,812.10	206,326.61	16,325.22	274,116.48	337,923.19	200,126.66	3,592,625.65
Fringe Benefits	304,364.05	459,062.13	264,807.19	140,197.77	103,940.77	8,301.30	135,315.79	159,032.06	92,503.54	1,667,524.60
Operation & Maintenance	6,399.71	431,036.25	799,163.21	43,372.65	1,830.00	3,440.50	13,871.65	30,780.16	1,070.00	1,330,964.13
Recycling Transfer Station	95.93	207,537.87								207,633.80
Waste Diversion		365,440.55								365,440.55
Wastewater Treatment		237,989.78		709,303.33						947,293.11
Closure & Post Closure Costs		389,931.38								389,931.38
Community Benefits		474,744.52							133,411.46	608,155.98
Water Purchases				1,436.00	416,385.81	63,277.43				481,099.24
Office & Administration	126,615.26	47,018.82	32,510.13	29,871.35		11.20	286.72	26,865.88	1,365.64	264,545.00
Insurance	11,200.00	99,575.00	75,950.00	19,891.69	17,033.31	2,916.69	10,675.00	15,341.69		252,583.38
Utilities		25,288.69	2,935.23	22,458.12	9,423.08	15,820.44				75,925.56
Bad Debt Expense			(50.77)						2,515.36	2,464.59
Materials & Supplies		160,114.14								160,114.14
Professional Fees	94,255.43	17,593.06	49,366.52	811.52	6,236.97			1,883.75	133,646.06	303,793.31
Repairs & Maintenance		5,841.98		29,912.84	21,381.74					59,731.88
Automobile	155.81	8,066.66	52,499.28	126,137.01		2,595.32				195,015.06
Computer Expenses	119,932.35	4,488.47	20,073.50	6,699.56				22,256.29		173,450.17
Grants									272,364.35	272,364.35
Admin Allocation	(1,305,387.13)	552,570.38	347,102.42	158,343.47	92,813.02	9,790.42	20,886.19	31,720.95	92,160.28	
Engineering Allocation		17,370.33	7,597.66	5,969.15	6,322.15	873.17	2,360.42	(41,994.81)	1,501.93	
Water Quality Allocation				(95,652.40)	36,688.76	2,629.01	56,334.63			
<b>Total Operating Expenses</b>	<b>188,082.21</b>	<b>6,318,764.32</b>	<b>4,466,016.40</b>	<b>1,640,259.39</b>	<b>1,108,666.34</b>	<b>219,418.60</b>	<b>513,846.88</b>	<b>601,097.34</b>	<b>930,665.28</b>	<b>15,986,816.76</b>
<b>Total Operating Income</b>	<b>(57,711.51)</b>	<b>(210,418.32)</b>	<b>(711,656.50)</b>	<b>(35,567.58)</b>	<b>835,962.25</b>	<b>7,058.98</b>	<b>29,773.94</b>	<b>20,877.11</b>	<b>(24,622.15)</b>	<b>(146,303.78)</b>
<b>NON-OPERATING REVENUE (EX...</b>										
Interest Income	44,100.85	99,215.00	36,906.58	(36.71)	(20.01)	1,484.70			37,619.19	219,269.60
Gain on Sale of Fixed Assets	5,300.00	8,200.00								13,500.00
Interest Expense		(341,117.42)				(6,015.76)				(347,133.18)
<b>Total Non-Operating Expense, Net</b>	<b>49,400.85</b>	<b>(233,702.42)</b>	<b>36,906.58</b>	<b>(36.71)</b>	<b>(20.01)</b>	<b>(4,531.06)</b>			<b>37,619.19</b>	<b>(114,363.58)</b>
<b>CHANGE IN NET ASSETS</b>	<b>(8,310.66)</b>	<b>(444,120.74)</b>	<b>(674,749.92)</b>	<b>(35,604.29)</b>	<b>835,942.24</b>	<b>2,527.92</b>	<b>29,773.94</b>	<b>20,877.11</b>	<b>12,997.04</b>	<b>(260,667.36)</b>

**Summary of All Units  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$22,637,534.00	\$13,205,236.31	\$13,795,943.19	\$590,706.88
	Waste Diversion Revenue	214,500.00	125,125.00	124,482.56	(642.44)
	Grant Revenue	2,363,111.00	1,378,482.00	1,145,890.32	(232,591.68)
	Loan Interest Income	564,000.00	328,993.00	263,951.30	(65,041.70)
	Other Income	773,083.00	450,968.00	510,245.61	59,277.61
	<b>Total Operating Revenue</b>	<b>26,552,228.00</b>	<b>15,488,804.31</b>	<b>15,840,512.98</b>	<b>351,708.67</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	8,388,800.00	4,893,469.00	4,636,160.88	(257,308.12)
	Salaries	6,526,226.00	3,806,957.00	3,592,625.65	(214,331.35)
	Fringe Benefits	3,014,156.00	1,758,285.62	1,667,524.60	(90,761.02)
	Operation & Maintenance	2,991,443.34	1,745,031.82	1,345,739.63	(399,292.19)
	Waste Diversion	811,814.00	473,557.00	365,440.55	(108,116.45)
	Recycling Transfer Station	511,598.00	298,412.38	207,633.80	(90,778.58)
	Wastewater Treatment	1,837,029.00	1,071,602.00	932,517.61	(139,084.39)
	Closure & Post Closure Costs	744,157.00	434,091.00	389,931.38	(44,159.62)
	Water Purchases	752,520.00	438,977.00	481,099.24	42,122.24
	Community Benefits	896,583.00	523,012.00	608,155.98	85,143.98
	Office & Administration	645,697.66	376,684.56	264,545.00	(112,139.56)
	Insurance	433,000.00	252,588.00	252,583.38	(4.62)
	Utilities	169,225.00	98,714.00	75,925.56	(22,788.44)
	Bad Debt Expense	0.00	0.00	2,464.59	2,464.59
	Materials & Supplies	295,000.00	172,078.62	160,114.14	(11,964.48)
	Professional Fees	562,116.00	327,919.62	303,793.31	(24,126.31)
	Repairs & Maintenance	166,500.00	97,127.31	59,731.88	(37,395.43)
	Automobile	364,890.00	212,839.69	195,015.06	(17,824.63)
	Computer Expenses	345,032.00	201,282.69	173,450.17	(27,832.52)
	Grants	304,570.00	177,664.69	272,364.35	94,699.66
	Admin Allocation	0.00	14.00	0.00	(14.00)
	Engineering Allocation	1.00	7.00	0.00	(7.00)
	NYS Administrative Assessment	125,049.00	72,947.00	0.00	(72,947.00)
	Contingency	75,000.00	43,745.31	0.00	(43,745.31)
	<b>Total Operating Expenses</b>	<b>29,960,407.00</b>	<b>17,477,007.31</b>	<b>15,986,816.76</b>	<b>(1,490,190.55)</b>
	<b>Total Operating Income</b>	<b>(3,408,179.00)</b>	<b>(1,988,203.00)</b>	<b>(146,303.78)</b>	<b>1,841,899.22</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	898,401.00	524,062.00	219,269.60	(304,792.40)
	Gain on Sale of Fixed Assets	66,000.00	38,500.00	13,500.00	(25,000.00)
	Interest Expense	(714,950.00)	(417,053.00)	(347,133.18)	69,919.82
	<b>Total Non-Operating Expe...</b>	<b>249,451.00</b>	<b>145,509.00</b>	<b>(114,363.58)</b>	<b>(259,872.58)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(3,158,728.00)</b>	<b>(1,842,694.00)</b>	<b>(260,667.36)</b>	<b>1,582,026.64</b>

**Summary of All Units  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

<u>GL</u>	<u>Account Description</u>	<u>Annual Budget</u>	<u>YTD Budget</u>	<u>Actual YTD</u>	<u>YTD Variance Over (Under)</u>
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**Administration**  
**Change In Net Position**  
**For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Grant Revenue	\$4,000.00	\$2,331.00	\$3,952.50	\$1,621.50
	Other Income	211,300.00	123,256.00	126,418.20	3,162.20
	<b>Total Operating Revenue</b>	<b>215,300.00</b>	<b>125,587.00</b>	<b>130,370.70</b>	<b>4,783.70</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	279,900.00	163,275.00	137,067.63	(26,207.37)
	Salaries	1,213,691.00	707,987.00	693,383.17	(14,603.83)
	Fringe Benefits	559,809.00	326,550.00	304,364.05	(22,185.95)
	Operation & Maintenance	14,466.00	8,444.31	6,399.71	(2,044.60)
	Recycling Transfer Station	0.00	0.00	95.93	95.93
	Office & Administration	253,391.00	147,809.69	126,615.26	(21,194.43)
	Insurance	19,200.00	11,200.00	11,200.00	0.00
	Professional Fees	145,700.00	84,994.00	94,255.43	9,261.43
	Automobile	1,890.00	1,099.00	155.81	(943.19)
	Computer Expenses	233,330.00	136,112.69	119,932.35	(16,180.34)
	Admin Allocation	(2,332,132.00)	(1,360,408.00)	(1,305,387.13)	55,020.87
	Contingency	20,000.00	11,664.31	0.00	(11,664.31)
	<b>Total Operating Expenses</b>	<b>409,245.00</b>	<b>238,728.00</b>	<b>188,082.21</b>	<b>(50,645.79)</b>
	<b>Total Operating Income</b>	<b>(193,945.00)</b>	<b>(113,141.00)</b>	<b>(57,711.51)</b>	<b>55,429.49</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	98,400.00	57,400.00	44,100.85	(13,299.15)
	Gain on Sale of Fixed Assets	21,000.00	12,250.00	5,300.00	(6,950.00)
	<b>Total Non-Operating Expe...</b>	<b>119,400.00</b>	<b>69,650.00</b>	<b>49,400.85</b>	<b>(20,249.15)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(74,545.00)</b>	<b>(43,491.00)</b>	<b>(8,310.66)</b>	<b>35,180.34</b>

**Materials Management  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$8,964,350.00	\$5,229,203.00	\$5,642,928.02	\$413,725.02
	Waste Diversion Revenue	214,500.00	125,125.00	124,482.56	(642.44)
	Grant Revenue	81,319.00	47,439.00	43,946.70	(3,492.30)
	Other Income	487,054.00	284,116.00	296,988.72	12,872.72
	<b>Total Operating Revenue</b>	<b>9,747,223.00</b>	<b>5,685,883.00</b>	<b>6,108,346.00</b>	<b>422,463.00</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	3,537,500.00	2,063,544.00	1,958,588.53	(104,955.47)
	Salaries	1,631,019.00	951,433.00	856,505.78	(94,927.22)
	Fringe Benefits	877,304.00	511,770.00	459,062.13	(52,707.87)
	Operation & Maintenance	907,703.34	529,509.89	445,811.75	(83,698.14)
	Waste Diversion	811,814.00	473,557.00	365,440.55	(108,116.45)
	Recycling Transfer Station	511,598.00	298,412.38	207,537.87	(90,874.51)
	Wastewater Treatment	603,000.00	351,750.00	223,214.28	(128,535.72)
	Closure & Post Closure Costs	744,157.00	434,091.00	389,931.38	(44,159.62)
	Community Benefits	763,172.00	445,186.00	474,744.52	29,558.52
	Office & Administration	93,156.66	54,346.11	47,018.82	(7,327.29)
	Insurance	170,700.00	99,575.00	99,575.00	0.00
	Utilities	65,000.00	37,912.00	25,288.69	(12,623.31)
	Materials & Supplies	295,000.00	172,078.62	160,114.14	(11,964.48)
	Professional Fees	91,900.00	53,606.00	17,593.06	(36,012.94)
	Repairs & Maintenance	20,000.00	11,669.00	5,841.98	(5,827.02)
	Automobile	14,400.00	8,400.00	8,066.66	(333.34)
	Computer Expenses	26,200.00	15,281.00	4,488.47	(10,792.53)
	Admin Allocation	993,394.00	579,481.00	552,570.38	(26,910.62)
	Engineering Allocation	30,524.00	17,808.00	17,370.33	(437.67)
	NYS Administrative Assessment	51,147.00	29,834.00	0.00	(29,834.00)
	Contingency	30,000.00	17,500.00	0.00	(17,500.00)
	<b>Total Operating Expenses</b>	<b>12,268,689.00</b>	<b>7,156,744.00</b>	<b>6,318,764.32</b>	<b>(837,979.68)</b>
	<b>Total Operating Income</b>	<b>(2,521,466.00)</b>	<b>(1,470,861.00)</b>	<b>(210,418.32)</b>	<b>1,260,442.68</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	462,499.00	269,794.00	99,215.00	(170,579.00)
	Gain on Sale of Fixed Assets	45,000.00	26,250.00	8,200.00	(18,050.00)
	Interest Expense	(658,144.00)	(383,915.00)	(341,117.42)	42,797.58
	<b>Total Non-Operating Expe...</b>	<b>(150,645.00)</b>	<b>(87,871.00)</b>	<b>(233,702.42)</b>	<b>(145,831.42)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(2,672,111.00)</b>	<b>(1,558,732.00)</b>	<b>(444,120.74)</b>	<b>1,114,611.26</b>

**Telecommunications**  
**Change In Net Position**  
**For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$6,255,686.00	\$3,649,149.00	\$3,752,108.84	\$102,959.84
	Grant Revenue	200,000.00	116,669.00	0.00	(116,669.00)
	Other Income	47,050.00	27,447.00	2,251.06	(25,195.94)
	<b>Total Operating Revenue</b>	<b>6,502,736.00</b>	<b>3,793,265.00</b>	<b>3,754,359.90</b>	<b>(38,905.10)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	3,732,600.00	2,177,350.00	2,072,955.59	(104,394.41)
	Salaries	1,300,279.00	758,492.00	741,106.44	(17,385.56)
	Fringe Benefits	432,104.00	252,063.00	264,807.19	12,744.19
	Operation & Maintenance	1,831,724.00	1,068,501.00	799,163.21	(269,337.79)
	Office & Administration	146,620.00	85,526.00	32,510.13	(53,015.87)
	Insurance	130,200.00	75,950.00	75,950.00	0.00
	Utilities	5,000.00	2,919.00	2,935.23	16.23
	Bad Debt Expense	0.00	0.00	(50.77)	(50.77)
	Professional Fees	75,734.00	44,177.00	49,366.52	5,189.52
	Automobile	104,100.00	60,718.00	52,499.28	(8,218.72)
	Computer Expenses	28,250.00	16,485.00	20,073.50	3,588.50
	Admin Allocation	617,820.00	360,395.00	347,102.42	(13,292.58)
	Engineering Allocation	11,730.00	6,846.00	7,597.66	751.66
	NYS Administrative Assessment	34,901.00	20,356.00	0.00	(20,356.00)
	Contingency	25,000.00	14,581.00	0.00	(14,581.00)
	<b>Total Operating Expenses</b>	<b>8,476,062.00</b>	<b>4,944,359.00</b>	<b>4,466,016.40</b>	<b>(478,342.60)</b>
	<b>Total Operating Income</b>	<b>(1,973,326.00)</b>	<b>(1,151,094.00)</b>	<b>(711,656.50)</b>	<b>439,437.50</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	94,559.00	55,160.00	36,906.58	(18,253.42)
	<b>Total Non-Operating Expe...</b>	<b>94,559.00</b>	<b>55,160.00</b>	<b>36,906.58</b>	<b>(18,253.42)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(1,878,767.00)</b>	<b>(1,095,934.00)</b>	<b>(674,749.92)</b>	<b>421,184.08</b>

**Water Quality  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$6,054,351.00	\$3,531,710.00	\$3,708,172.74	\$176,462.74
	Grant Revenue	900,000.00	525,000.00	607,087.50	82,087.50
	Other Income	7,129.00	4,158.00	4,158.56	0.56
	<b>Total Operating Revenue</b>	<b>6,961,480.00</b>	<b>4,060,868.00</b>	<b>4,319,418.80</b>	<b>258,550.80</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	826,100.00	481,894.00	458,417.25	(23,476.75)
	Salaries	1,289,936.00	752,458.00	763,580.41	11,122.41
	Fringe Benefits	655,289.00	382,270.00	387,755.63	5,485.63
	Operation & Maintenance	141,500.00	82,553.31	62,514.80	(20,038.51)
	Wastewater Treatment	1,234,029.00	719,852.00	709,303.33	(10,548.67)
	Water Purchases	752,520.00	438,977.00	481,099.24	42,122.24
	Office & Administration	72,131.00	42,070.00	30,169.27	(11,900.73)
	Insurance	86,600.00	50,519.00	50,516.69	(2.31)
	Utilities	99,225.00	57,883.00	47,701.64	(10,181.36)
	Professional Fees	12,763.00	7,450.31	7,048.49	(401.82)
	Repairs & Maintenance	146,500.00	85,458.31	53,889.90	(31,568.41)
	Automobile	229,100.00	133,644.00	126,137.01	(7,506.99)
	Computer Expenses	20,102.00	11,732.00	6,699.56	(5,032.44)
	Admin Allocation	500,817.00	292,145.00	281,833.10	(10,311.90)
	Engineering Allocation	33,536.00	19,558.00	15,524.89	(4,033.11)
	NYS Administrative Assessment	31,828.00	18,571.00	0.00	(18,571.00)
	<b>Total Operating Expenses</b>	<b>6,131,976.00</b>	<b>3,577,034.93</b>	<b>3,482,191.21</b>	<b>(94,843.72)</b>
	<b>Total Operating Income</b>	<b>829,504.00</b>	<b>483,833.07</b>	<b>837,227.59</b>	<b>353,394.52</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	44,900.00	26,194.00	1,427.98	(24,766.02)
	Interest Expense	(56,806.00)	(33,138.00)	(6,015.76)	27,122.24
	<b>Total Non-Operating Expe...</b>	<b>(11,906.00)</b>	<b>(6,944.00)</b>	<b>(4,587.78)</b>	<b>2,356.22</b>
	<b>CHANGE IN NET POSITION</b>	<b>817,598.00</b>	<b>476,889.07</b>	<b>832,639.81</b>	<b>355,750.74</b>

**Army Sewer  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$2,779,184.00	\$1,621,193.00	\$1,600,533.25	(\$20,659.75)
	Other Income	7,129.00	4,158.00	4,158.56	0.56
	<b>Total Operating Revenue</b>	<b>2,786,313.00</b>	<b>1,625,351.00</b>	<b>1,604,691.81</b>	<b>(20,659.19)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	303,500.00	177,044.00	174,695.23	(2,348.77)
	Salaries	438,880.00	256,011.00	266,812.10	10,801.10
	Fringe Benefits	222,920.00	130,032.00	140,197.77	10,165.77
	Operation & Maintenance	77,500.00	45,206.00	43,372.65	(1,833.35)
	Wastewater Treatment	1,234,029.00	719,852.00	709,303.33	(10,548.67)
	Water Purchases	3,200.00	1,869.00	1,436.00	(433.00)
	Office & Administration	70,000.00	40,824.00	29,871.35	(10,952.65)
	Insurance	34,100.00	19,894.00	19,891.69	(2.31)
	Utilities	54,980.00	32,074.00	22,458.12	(9,615.88)
	Professional Fees	4,197.00	2,450.00	811.52	(1,638.48)
	Repairs & Maintenance	85,000.00	49,581.00	29,912.84	(19,668.16)
	Automobile	229,100.00	133,644.00	126,137.01	(7,506.99)
	Computer Expenses	20,102.00	11,732.00	6,699.56	(5,032.44)
	Admin Allocation	281,576.00	164,255.00	158,343.47	(5,911.53)
	Engineering Allocation	10,490.00	6,118.00	5,969.15	(148.85)
	Water Quality Allocation	(205,362.00)	(119,791.00)	(95,652.40)	24,138.60
	NYS Administrative Assessment	13,401.00	7,819.00	0.00	(7,819.00)
	<b>Total Operating Expenses</b>	<b>2,877,613.00</b>	<b>1,678,614.00</b>	<b>1,640,259.39</b>	<b>(38,354.61)</b>
	<b>Total Operating Income</b>	<b>(91,300.00)</b>	<b>(53,263.00)</b>	<b>(35,567.58)</b>	<b>17,695.42</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	27,800.00	16,219.00	(36.71)	(16,255.71)
	<b>Total Non-Operating Expe...</b>	<b>27,800.00</b>	<b>16,219.00</b>	<b>(36.71)</b>	<b>(16,255.71)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(63,500.00)</b>	<b>(37,044.00)</b>	<b>(35,604.29)</b>	<b>1,439.71</b>

**Army Water Line  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$2,015,330.00	\$1,175,608.00	\$1,337,541.09	\$161,933.09
	Grant Revenue	900,000.00	525,000.00	607,087.50	82,087.50
	<b>Total Operating Revenue</b>	<b>2,915,330.00</b>	<b>1,700,608.00</b>	<b>1,944,628.59</b>	<b>244,020.59</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	354,600.00	206,850.00	190,284.12	(16,565.88)
	Salaries	384,091.00	224,049.00	206,326.61	(17,722.39)
	Fringe Benefits	194,562.00	113,512.00	103,940.77	(9,571.23)
	Operation & Maintenance	6,200.00	3,621.31	1,830.00	(1,791.31)
	Water Purchases	664,255.00	387,485.00	416,385.81	28,900.81
	Office & Administration	1,081.00	630.00	0.00	(630.00)
	Insurance	29,200.00	17,031.00	17,033.31	2.31
	Utilities	21,250.00	12,397.00	9,423.08	(2,973.92)
	Professional Fees	8,066.00	4,706.31	6,236.97	1,530.66
	Repairs & Maintenance	29,000.00	16,914.31	21,381.74	4,467.43
	Admin Allocation	165,070.00	96,292.00	92,813.02	(3,478.98)
	Engineering Allocation	9,964.00	5,810.00	6,322.15	512.15
	Water Quality Allocation	85,061.00	49,616.00	36,688.76	(12,927.24)
	NYS Administrative Assessment	11,458.00	6,685.00	0.00	(6,685.00)
	<b>Total Operating Expenses</b>	<b>1,963,858.00</b>	<b>1,145,598.93</b>	<b>1,108,666.34</b>	<b>(36,932.59)</b>
	<b>Total Operating Income</b>	<b>951,472.00</b>	<b>555,009.07</b>	<b>835,962.25</b>	<b>280,953.18</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	15,100.00	8,806.00	(20.01)	(8,826.01)
	<b>Total Non-Operating Expe...</b>	<b>15,100.00</b>	<b>8,806.00</b>	<b>(20.01)</b>	<b>(8,826.01)</b>
	<b>CHANGE IN NET POSITION</b>	<b>966,572.00</b>	<b>563,815.07</b>	<b>835,942.24</b>	<b>272,127.17</b>

**Regional Water Line  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$363,652.00	\$212,135.00	\$226,477.58	\$14,342.58
	<b>Total Operating Revenue</b>	<b>363,652.00</b>	<b>212,135.00</b>	<b>226,477.58</b>	<b>14,342.58</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	168,000.00	98,000.00	93,437.90	(4,562.10)
	Salaries	34,063.00	19,873.00	16,325.22	(3,547.78)
	Fringe Benefits	17,007.00	9,926.00	8,301.30	(1,624.70)
	Operation & Maintenance	6,800.00	3,969.00	3,440.50	(528.50)
	Water Purchases	85,065.00	49,623.00	63,277.43	13,654.43
	Office & Administration	250.00	147.00	11.20	(135.80)
	Insurance	5,000.00	2,919.00	2,916.69	(2.31)
	Utilities	22,995.00	13,412.00	15,820.44	2,408.44
	Professional Fees	500.00	294.00	0.00	(294.00)
	Repairs & Maintenance	32,500.00	18,963.00	2,595.32	(16,367.68)
	Admin Allocation	17,426.00	10,164.00	9,790.42	(373.58)
	Engineering Allocation	2,531.00	1,477.00	873.17	(603.83)
	Water Quality Allocation	6,665.00	3,885.00	2,629.01	(1,255.99)
	NYS Administrative Assessment	1,987.00	1,162.00	0.00	(1,162.00)
	<b>Total Operating Expenses</b>	<b>400,789.00</b>	<b>233,814.00</b>	<b>219,418.60</b>	<b>(14,395.40)</b>
	<b>Total Operating Income</b>	<b>(37,137.00)</b>	<b>(21,679.00)</b>	<b>7,058.98</b>	<b>28,737.98</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	2,000.00	1,169.00	1,484.70	315.70
	Interest Expense	(56,806.00)	(33,138.00)	(6,015.76)	27,122.24
	<b>Total Non-Operating Expe...</b>	<b>(54,806.00)</b>	<b>(31,969.00)</b>	<b>(4,531.06)</b>	<b>27,437.94</b>
	<b>CHANGE IN NET POSITION</b>	<b>(91,943.00)</b>	<b>(53,648.00)</b>	<b>2,527.92</b>	<b>56,175.92</b>

**Water Sewer Contracts  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$896,185.00	\$522,774.00	\$543,620.82	\$20,846.82
	<b>Total Operating Revenue</b>	<b>896,185.00</b>	<b>522,774.00</b>	<b>543,620.82</b>	<b>20,846.82</b>
<b>OPERATING EXPENSES</b>					
	Salaries	432,902.00	252,525.00	274,116.48	21,591.48
	Fringe Benefits	220,800.00	128,800.00	135,315.79	6,515.79
	Operation & Maintenance	51,000.00	29,757.00	13,871.65	(15,885.35)
	Office & Administration	800.00	469.00	286.72	(182.28)
	Insurance	18,300.00	10,675.00	10,675.00	0.00
	Admin Allocation	36,745.00	21,434.00	20,886.19	(547.81)
	Engineering Allocation	10,551.00	6,153.00	2,360.42	(3,792.58)
	Water Quality Allocation	113,636.00	66,290.00	56,334.63	(9,955.37)
	NYS Administrative Assessment	4,982.00	2,905.00	0.00	(2,905.00)
	<b>Total Operating Expenses</b>	<b>889,716.00</b>	<b>519,008.00</b>	<b>513,846.88</b>	<b>(5,161.12)</b>
	<b>Total Operating Income</b>	<b>6,469.00</b>	<b>3,766.00</b>	<b>29,773.94</b>	<b>26,007.94</b>
<b>NON-OPERATING REVENUE...</b>					
	<b>CHANGE IN NET POSITION</b>	<b>6,469.00</b>	<b>3,766.00</b>	<b>29,773.94</b>	<b>26,007.94</b>

**Engineering**  
**Change In Net Position**  
**For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$1,228,271.00	\$716,494.31	\$621,974.53	(\$94,519.78)
	Other Income	0.00	0.00	(0.08)	(0.08)
	<b>Total Operating Revenue</b>	<b>1,228,271.00</b>	<b>716,494.31</b>	<b>621,974.45</b>	<b>(94,519.86)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	12,700.00	7,406.00	9,131.88	1,725.88
	Salaries	704,088.00	410,718.00	337,923.19	(72,794.81)
	Fringe Benefits	315,684.00	184,153.62	159,032.06	(25,121.56)
	Operation & Maintenance	84,050.00	49,023.31	30,780.16	(18,243.15)
	Office & Administration	61,049.00	35,613.76	26,865.88	(8,747.88)
	Insurance	26,300.00	15,344.00	15,341.69	(2.31)
	Professional Fees	2,000.00	1,169.00	1,883.75	714.75
	Automobile	15,400.00	8,978.69	8,156.30	(822.39)
	Computer Expenses	36,400.00	21,231.00	22,256.29	1,025.29
	Admin Allocation	55,784.00	32,543.00	31,720.95	(822.05)
	Engineering Allocation	(79,552.00)	(46,403.00)	(41,994.81)	4,408.19
	NYS Administrative Assessment	7,173.00	4,186.00	0.00	(4,186.00)
	<b>Total Operating Expenses</b>	<b>1,241,076.00</b>	<b>723,963.38</b>	<b>601,097.34</b>	<b>(122,866.04)</b>
	<b>Total Operating Income</b>	<b>(12,805.00)</b>	<b>(7,469.07)</b>	<b>20,877.11</b>	<b>28,346.18</b>
<b>NON-OPERATING REVENUE...</b>					
	<b>CHANGE IN NET POSITION</b>	<b>(12,805.00)</b>	<b>(7,469.07)</b>	<b>20,877.11</b>	<b>28,346.18</b>

**Regional Development  
Change In Net Position  
For the Seven Months Ending Sunday, October 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$134,876.00	\$78,680.00	\$70,759.06	(\$7,920.94)
	Grant Revenue	1,177,792.00	687,043.00	490,903.62	(196,139.38)
	Loan Interest Income	564,000.00	328,993.00	263,951.30	(65,041.70)
	Other Income	20,550.00	11,991.00	80,429.15	68,438.15
	<b>Total Operating Revenue</b>	<b>1,897,218.00</b>	<b>1,106,707.00</b>	<b>906,043.13</b>	<b>(200,663.87)</b>
<b>OPERATING EXPENSES</b>					
	Salaries	387,213.00	225,869.00	200,126.66	(25,742.34)
	Fringe Benefits	173,966.00	101,479.00	92,503.54	(8,975.46)
	Operation & Maintenance	12,000.00	7,000.00	1,070.00	(5,930.00)
	Community Benefits	133,411.00	77,826.00	133,411.46	55,585.46
	Office & Administration	19,350.00	11,319.00	1,365.64	(9,953.36)
	Bad Debt Expense	0.00	0.00	2,515.36	2,515.36
	Professional Fees	234,019.00	136,523.31	133,646.06	(2,877.25)
	Computer Expenses	750.00	441.00	0.00	(441.00)
	Grants	304,570.00	177,664.69	272,364.35	94,699.66
	Admin Allocation	164,317.00	95,858.00	92,160.28	(3,697.72)
	Engineering Allocation	3,763.00	2,198.00	1,501.93	(696.07)
	<b>Total Operating Expenses</b>	<b>1,433,359.00</b>	<b>836,178.00</b>	<b>930,665.28</b>	<b>94,487.28</b>
	<b>Total Operating Income</b>	<b>463,859.00</b>	<b>270,529.00</b>	<b>(24,622.15)</b>	<b>(295,151.15)</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	198,043.00	115,514.00	37,619.19	(77,894.81)
	<b>Total Non-Operating Expe...</b>	<b>198,043.00</b>	<b>115,514.00</b>	<b>37,619.19</b>	<b>(77,894.81)</b>
	<b>CHANGE IN NET POSITION</b>	<b>661,902.00</b>	<b>386,043.00</b>	<b>12,997.04</b>	<b>(373,045.96)</b>



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

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

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

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

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

Now, therefore, be it

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

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2023

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

**Budget & Financial Plan**

**Budgeted Revenues, Expenditures, And Changes in Current Net Assets.**

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

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2023

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

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

[Additional Comments](#)

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

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

**Consolidated (All Companies)**[..\.120 Work\FYE 2020 Audit\Audit Workpapers - 03312020\TAB 1 - Final TB, Audit\Audit Reports](#)

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

## Administration

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

## Solid Waste

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

## Telecommunications

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

## Army Sewer Line

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

## Army Water Line

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

## Regional Water Line

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

## Water Sewer Contracts

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

## Regional Development

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

## Engineering

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



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

**APPROVING MODIFICATIONS TO SEXUAL HARASSMENT  
PREVENTION POLICY**

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

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

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

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

Now, therefore be it

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

# Development Authority of the North Country Governance Policies



**Subject: Sexual Harassment Prevention Policy**

**Adopted: , 2021**

**Resolution: 2021-XX-XXX**



## 1.0 INTRODUCTION

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

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

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

## 2.0 POLICY

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

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

### **3.0 DEFINITIONS**

#### **3.1 SEXUAL HARASSMENT**

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

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

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

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

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

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

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

### **Examples of Sexual Harassment**

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

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

## **3.2 RETALIATION**

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

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

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

## **4.0 APPLICABILITY**

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

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

## **5.0 REPORTING SEXUAL HARASSMENT**

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

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

## 6.0 PROCEDURE

### 6.1 Supervisory Responsibilities

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

### 6.2 Complaint and Investigation of Sexual Harassment

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

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

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

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

## 7.0 RESOURCES: LEGAL PROTECTIONS AND EXTERNAL REMEDIES

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

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

### 7.1 New York State Division of Human Rights (DHR)

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

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

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

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

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

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

**7.3 Local Protections**

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

**7.4 Contact the Local Police Department**

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

## REPORTING SEXUAL HARASSMENT

### Complaint Form

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

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

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

**For additional resources visit: [ny.gov/programs/combating-sexual-harassment-workplace](http://ny.gov/programs/combating-sexual-harassment-workplace)**

#### COMPLAINANT INFORMATION

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

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

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

Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Method of Communication:    Phone     Email     Mail

#### SUPERVISORY INFORMATION

Immediate Supervisor's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_

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

#### COMPLAINT INFORMATION

1 Your complaint of Sexual Harassment is made against:

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

Title: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_

Relationship to you:     Supervisor     Subordinate     Co-Worker     Other

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPLAINT INFORMATION cont.**

3 Date(s) sexual harassment occurred: \_\_\_\_\_

Is the sexual harrassment continuing:  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Development Authority of the North Country  
 Board Contract Summary  
 December 2021

NON-LEWIS COUNTY CONTRACTS

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
60	Village of Alexandria Bay	TSA	WTP Amend 2 - Design Phase	\$ 10,000.00	\$ 30,000.00	\$ 40,000.00	12/20/2021	2/28/2023	Jefferson
60	Town of Clifton	TSA	Newton Falls WW Disinfection Amend 1 - Design Phase	\$ 4,000.00	\$ 21,000.00	\$ 25,000.00	12/20/2021	1/31/2023	St. Lawrence
60	Town of Dekalb	TSA	WW Disinfection Amend 3 - Design Phase	\$ 18,660.00	\$ 20,340.00	\$ 39,000.00	12/20/2021	8/31/2022	St. Lawrence
60	Village of Theresa	TSA	WW Disinfection Amend 2 - Design Phase	\$ 9,500.00	\$ 23,500.00	\$ 33,000.00	12/20/2021	10/31/2022	Jefferson
60	Town of LeRay	SSA	DOF Pump Station RTU Upgrade and VFD Installation	\$ -	\$ 32,000.00	\$ 32,000.00	4/1/2022	6/30/2023	Jefferson
60	Town of Rutland	SSA	RBPS Control System Improvements	\$ -	\$ 42,000.00	\$ 42,000.00	4/1/2022	3/31/2023	Jefferson
60	Village of Potsdam	SSA	SCADA and Instrumentation Support	\$ -	\$ 20,000.00	\$ 20,000.00	11/15/2021	12/19/2026	St. Lawrence

LEWIS COUNTY CONTRACTS

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
11	Lewis County	TSA	NBRC Copenhagen, Pinckney, Denmark	\$ -	\$ 25,000.00	\$ 25,000.00	11/1/2021	9/30/2024	Lewis

**Contract Types**

- GIS - GIS Services
- MS - WQ Management Services
- O&M - WQ Operations & Maintenance
- SSA - SCADA Services
- TSA - Technical Services



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

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

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

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

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

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

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

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

Now, therefore be it

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

**MANAGEMENT SERVICES AGREEMENT**

**WATER/WASTEWATER FACILITIES**  
**Village of Clayton**

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

**RECITALS**

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

**AGREEMENT**

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

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

**ARTICLE I - Definitions**

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

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

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

## **ARTICLE II - Employment and Scope of Services**

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

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

1) **MANAGEMENT SERVICES**

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

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

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

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

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

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

2) **OPERATOR OF RECORD SERVICES**

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

3) **ASSIGNED AUTHORITY STAFF**

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

4) **ADDITIONAL SERVICES**

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

5) **GENERAL**

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

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

**ARTICLE III - Term**

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

**ARTICLE IV - Compensation**

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

The annual fee for Management Services shall be as follows:

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

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

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

**ARTICLE V - Village Responsibilities**

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

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

#### **ARTICLE VI - Termination**

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

#### **ARTICLE VII – Insurance/Liability**

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

Section 702. Liability. The Authority shall use reasonable diligence consistent with the related industry standard of care 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 to the Authority in the event of a breach beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

#### **ARTICLE VIII - Accounts**

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

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

## **ARTICLE IX - Miscellaneous**

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

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

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

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

Date: \_\_\_\_\_

**VILLAGE OF CLAYTON**

By: \_\_\_\_\_  
Norma Zimmer  
Mayor

Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

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

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

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

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

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

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

# MANAGEMENT SERVICES AGREEMENT

## WATER & WASTEWATER FACILITIES VILLAGE OF CLAYTON

### APPENDIX A – WEB-BASED GIS HOSTING

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

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

#### ARTICLE I - Definitions

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

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

#### ARTICLE II - Scope of Services

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

- 1) The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an additional annual fee for GIS hosting services as outlined in Section 401 Table 1.
- 2) Access to the IMA is provided through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible,

and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

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

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

### **ARTICLE III – Terms**

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

## **ARTICLE IV – Compensation**

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

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

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

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

## MANAGEMENT SERVICES AGREEMENT

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

### APPENDIX B

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



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

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

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

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

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

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

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

Now, therefore be it

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

**MANAGEMENT SERVICES AGREEMENT**

**WATER/WASTEWATER FACILITIES**  
**VILLAGE OF MALONE**

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

**RECITALS**

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

**AGREEMENT**

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

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

**ARTICLE I - Definitions**

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

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

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

## **ARTICLE II - Employment and Scope of Services**

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

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

1) **MANAGEMENT SERVICES**

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

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

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

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

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

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

2) **OPERATOR OF RECORD SERVICES**

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

3) **ASSIGNED AUTHORITY STAFF**

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

4) **ADDITIONAL SERVICES**

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

5) **GENERAL**

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

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

**ARTICLE III - Term**

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

**ARTICLE IV - Compensation**

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

The annual fee for Management Services shall be as follows:

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

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

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

**ARTICLE V - Village Responsibilities**

Section 501. Facilities. The Village shall make available to the Authority the Water and Wastewater Facilities. The Village shall immediately notify the Authority of any problems,

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

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

#### **ARTICLE VI - Termination**

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

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#### **ARTICLE VIII - Accounts**

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

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

## **ARTICLE IX - Miscellaneous**

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

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**



# VILLAGE OF MALONE

## **APPENDIX A – WEB-BASED GIS HOSTING**

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Article II	Scope of Services
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- 3) "Hosting Services," refers to the act of the Authority storing and providing access to spatial data via the IMA.
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- 5) "Data Maintenance," refers to Authority activities related to: A) editing existing customer data on the IMA, or B) adding new customer data to the IMA.

### **ARTICLE II - Scope of Services**

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

- 1) The Authority agrees to provide the Village with GIS Hosting Services and access to the IMA via a public portal at no extra fee as part of this contract. If the Village elects to keep its GIS data on a private portal, the Village agrees to pay an additional annual fee for GIS hosting services as outlined in Section 401 Table 1.
- 2) Access to the IMA is provided through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority

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

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

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

### **ARTICLE III – Term**

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

### **ARTICLE IV – Compensation**

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

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

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

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

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

## MANAGEMENT SERVICES AGREEMENT

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

### APPENDIX B

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



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

**AFFORDABLE RENTAL HOUSING PROGRAM**  
**CAMBRAY HOUSING CORPORATION**  
**LOAN #2**

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

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

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

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

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

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

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

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

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

Now, therefore be it

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

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

## TERM SHEET

<b>BORROWER:</b>	Cambray Housing Corporation
<b>AMOUNT:</b>	up to \$750,000.00 for permanent financing
<b>FUND:</b>	Affordable Rental Housing Program
<b>PURPOSE:</b>	Improvements to facilities
<b>RATE:</b>	2%
<b>TERM:</b>	25 years
<b>PAYMENTS:</b>	Annual principal and interest payments
<b>COLLATERAL:</b>	<p>Co-proportional first mortgage with NYS HCR and assignment of leases and rents on property located at the corner of West Main Street and Mill Street, Gouverneur, NY 13642 (parcel id# 173.032-1-30.11)</p> <p>Lien position on all other assets of Cambray Housing Corporation</p>
<b>CONDITIONS:</b>	<ul style="list-style-type: none"><li>• NYS HCR Community Investment Funding of at least \$3,100,000</li><li>• Federal Home Loan Bank funding of \$353,000</li><li>• NYS Weatherization funding of \$105,000</li><li>• Cambray Housing Corporation equity of \$122,000</li></ul>

**AFFORDABLE RENTAL HOUSING PROGRAM**

**BORROWER:** Cambray Housing Corporation

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

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

**PERMANENT AMOUNT:** up to \$750,000.00

**TERM:** 25 years

**RATE:** 2%

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

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

**USE OF FUNDS:** Permanent financing toward improvements to the facilities

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

NYS HCR Community Investment Loan-Pending-Interest only payments at .5% annually for 30 years.

Federal Home Loan Bank-Committed-Requires a grant enforcement mortgage on the real estate. No repayment requirement.

NYS Weatherization Program-grant

**DANC PREDEVELOPMENT LOAN:**

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

## AFFORDABLE RENTAL HOUSING PROGRAM

### **PROJECT:**

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

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

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

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

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

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

## AFFORDABLE RENTAL HOUSING PROGRAM

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

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

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

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

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

United Helpers manages the project on behalf of the owner.

### FINANCIALS:

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

## AFFORDABLE RENTAL HOUSING PROGRAM

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

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

## AFFORDABLE RENTAL HOUSING PROGRAM

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

### Balance Sheet

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

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

## **AFFORDABLE RENTAL HOUSING PROGRAM**

### **COLLATERAL ANALYSIS:**

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

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

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

### **CONDITIONS:**

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

### **STAFF RECOMMENDATION:**

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



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

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

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

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

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

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

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

Now, therefore be it

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

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

## TERM SHEET

Borrower:	James Andrew Milne, or new corporation to be formed
Loan Fund:	Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]
Amount:	\$100,000.00
Loan Term:	20 years
Loan Rate:	1%
Loan Payment:	Regular monthly principal and interest payments to fully amortize the loan over 240 months
Collateral:	<p>Co-proportional second mortgage and assignment of rents and leases on 185 River Street, Saranac Lake, NY 12983 (tax parcel #32.214-2-9.000);</p> <p>Co-proportional 2<sup>nd</sup> lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of new corporation to be formed</p>
Conditions:	<ul style="list-style-type: none"><li>• Cash equity of a minimum of \$62,500 demonstrated at closing by the disbursement statement.</li><li>• Community Bank financing of \$312,500</li><li>• Other gap funding commitment of \$150,000</li><li>• Labor peace does not apply as it is an existing business with less than 15 units</li><li>• Acceptable MWBE plan or waiver</li><li>• Personal Guaranty of James Andrew Milne</li><li>• Satisfactory third party broker opinion or appraisal with a minimum value of at least \$562,500 for a 1:1 LTV</li><li>• Tourism Funds to go toward improvements and some acquisition</li><li>• Copies of invoices, and cancelled checks or bank statements</li></ul>

**TRANSFORMATIONAL TOURISM FUND**

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

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

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

**Ownership:** James Andrew Milne-100%

**Loan Amount:** \$100,000.00

**Term:** 20 years

**Rate:** 1%

**Payments:** Monthly principal and interest

**Guarantor:** James Andrew Milne

**Use of Funds:** Acquisition and improvements

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

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

**Total Project Costs**

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

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

Equity-Cash contributed by applicant

James Andrew Milne, or new corp to be formed

Page 2

November 24, 2021

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

### Description of Project

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



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



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



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

The improvements include the following:

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

James Andrew Milne, or new corp to be formed

Page 3

November 24, 2021

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

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

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

### **Products and Services**

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

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

### **Market**

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

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

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

James Andrew Milne, or new corp to be formed

Page 4

November 24, 2021

### **Pricing**

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

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

### **Competition**

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

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

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

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

### **Management**

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

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

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

November 24, 2021

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

### Financial Review

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

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

Tourism Fund-\$1,149.75/month

Community Bank-\$1935.08/month

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

James Andrew Milne, or new corp to be formed

Page 6

November 24, 2021

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

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

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

#### Cashflow

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

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

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

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

#### Personal Credit:

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

James Andrew Milne, or new corp to be formed

Page 7

November 24, 2021

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

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

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

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

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

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

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

Contingencies:

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

James Andrew Milne, or new corp to be formed

Page 8

November 24, 2021

- Copies of invoices, and cancelled checks or bank statements



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

**NORTHERN BORDER REGIONAL COMMISSION  
BROADBAND PLANNING GRANT**

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

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

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

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

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

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

Now, therefore be it

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



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

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

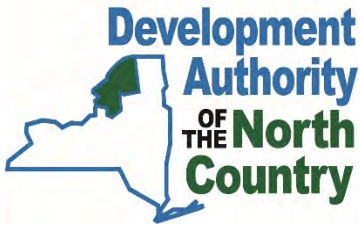
Whereas, the Development Authority of the North Country adopted an Operating Budget for the Regional Water Line for FY 2022 pursuant to **Resolution No. 2021-02-44**, and

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

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

Now, therefore be it

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



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

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

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

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

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

Now, therefore be it

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



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

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

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

Whereas, the Development Authority of the North Country's licensed professional staff provide contract operation and maintenance services to various towns and villages in Jefferson, Lewis and St. Lawrence counties, helping those communities meet the needs of their residents as well as regulatory requirements, in a cost-effective manner, and

Whereas, three additional municipal operation and maintenance contracts were executed in fiscal year 2022 totaling \$91,785 annually which were not included in the original budget; as they were not anticipated at the time the budget was prepared, and

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

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

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

Now, be it therefore

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

**APPENDIX A**  
**WATER QUALITY CONTRACTS**  
**CHANGE IN NET POSITION**

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Now, therefore be it

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

## COLLATERAL ANALYSIS

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