

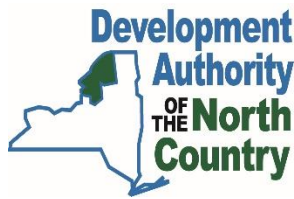


MEETING NOTICE

**Thursday, January 28, 2021, 9:30 AM
Board Meeting
Zoom Video/Teleconference**

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

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



AGENDA
BOARD OF DIRECTORS MEETING
Thursday, January 28, 2021 – 9:30 AM
Zoom Video/Conference Call

1. Call to Order
2. Call the Roll
3. Privilege of the Floor
4. Approve the Minutes of October 22, 2020 Board Meeting
5. Chairman's Report
6. Executive Director's Report
7. Finance Report – Chief Financial Officer
Approving Financials for the month ending November 30, 2020.
8. Governance
 - a. Resolution No. 2021-01-01, Admin Office Site Evaluation / Acquisition, Administrative Capital Budget, Expense Site Evaluation Expenditures
 - b. Resolution No. 2021-01-02, Amending Fleet Management Policy
 - c. Resolution No. 2021-01-03, Public Authorities Reporting Information System (PARIS), Five Year Budget and Financial Plan for FYE 2022, Annual Submission
9. Engineering
 - a. Resolution No. 2021-01-04, GIS Hosting Agreements, Town of Adams, Town of Ellisburg, Town of Norfolk, Town of Richland, Town of Rodman, Town of Sandy Creek, Town of Stockholm
 - b. Resolution No. 2021-01-05, SCADA Services Agreement Amendment 2, Village of Potsdam, Wastewater Treatment Plant Improvement Project
 - c. Resolution No. 2021-01-06, Technical Services Agreement, Village of Cape Vincent, Asset Management Plan
 - d. Resolution No. 2021-01-07, Technical Services Agreement Amendment 2, Disinfection System Improvement Project, Town of DeKalb
 - e. Resolution No. 2021-01-08, Technical Services Agreement Amendment 2, Village of Heuvelton, Water System Improvement Project

- f. Resolution No. 2021-01-09, Technical Services Agreement, Village of Malone, Hydrant Flushing Plan
- g. Resolution No. 2021-01-10, Technical Services Agreement, Village of Malone, Valve Exercising Procedure
- h. Resolution No. 2021-01-11, Technical Services Agreement for NYS Public Employer Health Emergency Plans
- i. Resolution No. 2021-01-12, Technical Services Agreement, Water System Study, Town of Pitcairn
- j. Resolution No. 2021-01-13, Technical Services Agreement, Town of Rutland, Asset Management Plan
- k. Resolution No. 2021-01-14, Technical Services Agreement, Town of Tupper Lake, Golf Club and Cross Country Skiing Center Improvement Project
- l. Resolution No. 2021-01-15, Technical Services Agreement Amendment, Village of Potsdam, Wastewater Treatment Plant Improvement Project
- m. Resolution No. 2021-01-16, Technical Services Agreement, Village of Lyons Falls, Phase 5 – Engineering and Redevelopment Planning of the Former Lyons Falls Pulp and Paper Mill
- n. Resolution No. 2021-01-17, Technical Services Agreement, Village of Lyons Falls, Riverside Park State and Municipal Facilities Program, Grant Administration

10. Regional Development

- a. Loan Report
- b. Resolution No. 2021-01-18, Community Development Loan Fund, 51-53 Market Street, L.P. Modification to Rider to Regulatory Agreement
- c. Resolution No. 2021-01-19, Community Development Loan Fund, 55-57 Market Street, L.P., Modification to Rider to Regulatory Agreement
- d. Resolution No. 2021-01-20, Community Development Loan Fund, 51-53 Market Street, L.P., Assumption of Loan and Regulatory Agreement
- e. Resolution No. 2021-01-21, Community Development Loan Fund, 55-57 Market Street, L.P., Assumption of Regulatory Agreement
- f. Resolution No. 2021-01-22, Community Development Loan Fund, Lewis County Development Corporation, Loan Modification
- g. Resolution No. 2021-01-23, Loan Modification, 351 East Orvis L.P.

- h. Resolution No. 2021-01-24, Regional Tourism Transformational Community Revolving Loan Fund, Trailhead Resort, LLC, Loan Modification
- i. Resolution No. 2021-01-25, Technical Services Agreement, Town of Gouverneur
- j. Resolution No. 2021-01-26, Technical Services Agreement, Village of Massena
- k. Resolution No. 2021-01-27, Temporary Delegated Authority, Loan Programs, COVID-19, Extension

11. Water Quality

- a. Resolution No. 2021-01-28, Operations/Maintenance & Administrative Service Agreement, Route 3 Sewer Facilities, Board of Commissioners
- b. Resolution No. 2021-01-29, Operations and Maintenance Service Agreement, Town of Morristown, Water and Sewer Districts
- c. Resolution No. 2021-01-30, Operations and Maintenance Service Agreement, Thousand Islands Bridge Authority, Water and Wastewater Facilities
- d. Resolution No. 2021-01-31, Technical Services Agreement, Department of Corrections, Gouverneur, Backflow Prevention Device Testing Agreement
- e. Resolution No. 2021-01-32, Operations and Maintenance Service Agreement, Town of Gouverneur, Water and Sewer Districts

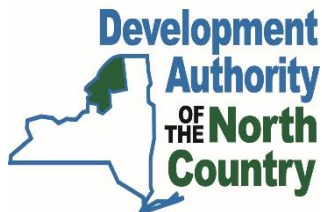
12. Additional Resolutions –

- a. Resolution No. 2021-01-33, North Country Value Added Agriculture, Revolving Loan Fund, Tug Hill Vineyards, LLC, Loan Modification

13. Next Meeting(s) –

Budget and Finance Committee – February 5, 2021
Board Meeting - February 25, 2021
Board Meeting / Annual Meeting – March 25, 2021

14. Adjourn



MINUTES
BOARD OF DIRECTORS MEETING
Thursday, October 22, 2020 – 10:30 AM
State Office Building – Conference Room 1, 11th Floor
Zoom Conference Call/Teleconference
317 Washington Street, Watertown, New York

The Development Authority of the North Country Board of Directors met in regular session at the State Office Building, 11th Floor Conference Room, 317 Washington Street, Watertown, New York on Thursday, October 22, 2020 at 10:30 am.

Members Present

Voting

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

Non-Voting

Mary Doheny
James Hollenbeck
Stephen Hunt
Brian McGrath

Members Absent

Staff Present:

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

Guests:

Jennifer Granzow, Counsel, Wladis Law Firm

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

website through live streaming. This meeting is in compliance with Governor Cuomo's Executive Order.

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

1. Chairman Carter called the meeting to order at 10:31 AM.

2. Chairman Carter requested a roll call by A. Marra.

- All Board Members were present.
- A quorum of voting members and non-voting members was established.

3. Privilege of the Floor was offered.

A. MacKinnon commented that at the last meeting, those participating via Zoom could not hear as the noise was so intense and we need to remember to speak one at a time. He further stated that he could not understand what was being discussed during the first part of the meeting because everyone had conversations going on. Please remember that we have to speak one at a time as long as there are members participating on Zoom. F. Carter reiterated the request to please identify yourself when speaking, and to make sure only one person speaks at a time.

4. Upon a motion by A. Calligaris, and seconded by A. MacKinnon, the minutes from the July 22, 2020 Special Meeting of the Board and the August 27, 2020 Board Meeting, were unanimously approved.

5. Chairman's Report

a. Strategic Planning Following the Board Meeting

b. T. Hefferon has been reappointed by the City of Watertown on 9/17/20 for a 4 year term.

B. McGrath stated that he had difficulty hearing, and asked if people could speak up. J. Johnson stated that there was a great deal of background noise even while B. McGrath was speaking, and that this is the most unruly meeting he attends online and it must be fixed. Microphones will be turned off unless speaking, and the output volume was adjusted for the Zoom meeting speakers and this seemed to improve the sound quality.

6. Executive Director's Report – C. Farone

a. New Appointments:

CFO – Jennifer Staples

Jennifer has a Bachelor's Degree in Accounting, 30 years' of professional experience, including 14 years as controller, 8 years as a production manager, and 5 years as president of a manufacturing facility in Pennsylvania. She has been with the Authority since 2018. She started as the Director of Information Systems, was promoted to the

Director of Administration, and is now the CFO. The CFO is in charge of finance, human resources, IT, and procurement.

Comptroller – Dawn Caccavo

Dawn has been promoted to Comptroller of the Authority. She has a Bachelor's Degree in Accounting, in excess of 15 years of accounting and finance experience. She has been with the Authority since 2017 and was actually hired at an entry level accounting position with the intent she would move up through the ranks because of known pending retirements.

Deputy Comptroller – Tracey Yarina

Tracey has a Bachelor's Degree in Accounting with 15 years experience. She was the site manager at Neenah from 2014-2020. Prior to that position, her experience was 100% accounting.

Director of Human Resources – Regina Rybka-Lagattuta

Regina has a Bachelor's Degree in Business Economics, she is a certified professional in human resources, a certified trainer of coaching and maximizing performance, a certified master instructor of management in human resources, and a certified internal auditor. Regina has over 20 years experience in human resources management. Her most recent role was vice president of human resources at Samaritan Medical Center.

b. Environmental Protection Agency (EPA) inspection at MMF

The EPA was at the Materials Management Facility on October 8th and 9th doing an inspection. They were there to record non-methane organic compounds (NMOC). In the past these have been reported every 5 years. The EPA wanted to come on site to see if we should be moved from a tier 2 to tier 4 (there is no tier 3). If the test results move up to a higher tier, we will have additional reporting requirements. As a tier 2 right now we are tested every 5 years, however if we are moved to a tier 4 this would be done quarterly resulting in financial implications due to more testing.

A. MacKinnon asked for an explanation as to why they are looking for methane. P. Pastella responded that it is for the non-methane organic compound, it is not methane, but other organic compounds that are in the digestive gas. A. Mackinnon asked where they would check this. P. Pastella responded that they check it at each gas well.

C. Farone asked that if going forward, all managers could come up to the microphone for all those participating on Zoom.

c. Insurance Renewal

An RFP is done every 5 years for insurance of the Authority. The current contract expires on December 16, 2020. The RFP was prepared and issued over the summer. This was advertised according to procurement standards, and 4 responses were received. The same insurer, Eastern Shore Associates, was selected. They provided the best response and the price was slightly less than last year. This policy will be in place for the next five years.

d. Windstream Bankruptcy - \$107,971.97

In January of 2019, the Authority was notified that Windstream and its subsidiaries were filing for voluntary bankruptcy. Back then the Authority agreed upon a settlement amount with Windstream of 60% of the amount that was outstanding, which left a

receivable amount of \$107,971. The Authority received payment this past month so the case is closed. In February of 2019 we did have a write off amount of \$71,000 that was authorized by the Board.

e. ECC Broadband Study – Lewis County

This was approved by the Board of Directors at the last meeting. C. Farone came to the Board and requested that the Board provide a 50% match to a study of the broadband capabilities within Jefferson, Lewis, and St. Lawrence Counties.

Lewis County jumped on board very quickly. The contract has been signed with ECC Technology. A portion of the project will be to go out and drive all the roads and assess what infrastructure is in place. This is currently occurring and will be wrapped up by the end of next week. ECC will then take this data and put it into a GIS database that can be provided to the Authority via shape files. Carrie and her team will then put it into our GIS system so we will know where all of these facilities are within Lewis County.

The second piece of this process is a survey which we will market heavily to the Lewis County residents. We will be requesting they go to this site and fill out a survey of their broadband capabilities asking if they have broadband at their home. A simple speed test is also a first part of the survey to assist those who don't know if they have broadband and its speed. D. Wolf, Telecom Division Manager & L. Marr, Director of Communications/Public Affairs, have been a successful project team. Lewis County has been very happy with the marketing strategy that L. Marr has put together. L. Marr suggested that we not launch during the week of elections, but will be ready to launch on November 9th with a great deal of advertising. Results of the survey will provide a great deal of reliable data. Once this has been defined, the Board can take a look at available funds and determine if we wish to invest in providing these services to those who currently don't have broadband capability. This will also set the Authority in place to apply for grant funds in the future with hard documented evidence for these unserved areas. Lewis County was first. C. Farone has also had conversations with B. Hagemann, and he will be bringing it to the Jefferson County legislature by December. C. Farone, L. Marr, F. Carter, and possibly A. McKinnon will be meeting with St. Lawrence County Monday night at their finance committee meeting.

B. McGrath commented that he is very excited about this project. B. McGrath asked if the Authority has coordinated this project with the area providers to help get information to assist this project. He is asking this question because he has been in Lowville for several months and Spectrum has fiber on his road, but on their own website and publicly, it was not disclosed. B. McGrath further asked if 5G is coming out, understanding that right now it is only available in major metropolitan areas, but is the impact 5G will have being built into the survey study because as he understands, 5G could replace the need for hard wired broadband lines.

C. Farone responded we are working with Lewis County to roll out this project. We have spoken with Ryan Piche (Lewis County Manager) about how it is difficult for the Authority to know what Verizon Wireless and Spectrum's build out plans are since they don't have to share with the Authority. We spoke to R. Piche to ask if the county could reach out to those area providers to determine what their build out plans are. To date, we have not received anything and the county hasn't received anything.

D. Wolf commented that it is tough to tell with the service providers because they don't always share public maps. We are certainly looking at all public information that is available. D. Wolf has heard in the past from talking with other municipalities that they

can get the maps but they have to sign an NDA and cannot share them with anyone. This is why the Authority hired the ECC because they are driving every road in county looking at aerial and underground facilities, looking at the tags and conduits and following those as best they can with the markers and are documenting where there are facilities. They are also looking for where there are drop wires so they know where a service provider may have fiber in an area, but are not tapping into that and connecting customers which then doesn't count as a served area. ECC is looking at documenting this information as well as looking at other infrastructure such as antennas for future wireless opportunities. This study is providing the Authority with this information as well as the survey as mentioned by C. Farone.

D. Wolf continued by saying that the part about 5G is more difficult. When we look at strategic planning and whether or not we should deliver broadband to residential, one of the big issues is the competitive threat of 5G because it could very easily replace this. The Authority does work closely with Verizon, AT&T, and T-Mobile but all they will disclose for our region is this is down the road a few years, meaning we do not have an idea when 5G will be available. It is still very much in the back of our minds in terms of that being a major competitive threat to a fiber premise network. While this information does not directly answer the question, this is very much something we think about, look at, and have asked about. We are an approved vendor to AT&T to build out the 5G infrastructure. We have done some of the work with Verizon on a dark fiber connection to a big base station. We were just up at the Olympic Regional Development Authority because of the number of people they are bringing in. We are looking at some micro cells up there with Verizon and AT&T, so that when that event happens the wireless people will be able to handle the load.

B. McGrath appreciated D. Wolf's response, and stated D. Wolf's comments were the best heard so far during this meeting.

f. Telecom DOT Tax

C. Farone stated that the Authority continues to work with DOT. A letter was drafted in September reiterating the Authority stance that we should be exempt from this fee, and it will significantly negatively impact our ability to serve the North Country residents. There have been quite a few articles published as of late in the paper in regards to this so called tax, and that it should be repealed. Senate Minority leader, Rob Orr, is pushing to repeal this so called broadband tax and it looks like there may be some traction in the Assembly as well. We will continue to work through the process and will continue to work with local elected officials. They are trying to make sure that the people in the Senate and Assembly understand how critical this is to Northern New York by limiting broadband access at a time during COVID when it is needed more than ever.

F. Carter asked once we get the service to the area to get it into the house, if we don't have anybody at home who is working are we going to play a part in this as well. C. Farone responded that the first part of the study from a broadband perspective is to identify the areas, then to find a partner. Right now the Authority doesn't provide internet or phone, so the first step would be to see if we can find someone who would partner with us that already has a back office operation that might have to hire a technician. We would prefer to stay out of this business, and promote a private business to be able to provide those services. We will need to look at and determine how far we need to go to provide a solution.

7. Financials through August 31, 2020 – CFO

Under the statement of net position the total assets for the Authority have decreased by about \$2.2 million. Total liabilities have decreased by \$2.3 million. The Authority continues to utilize and fund our restricted and Board designated assets as instructed by the Board of Directors.

Under Assets of the Authority the cash and cash equivalents have increased from about \$5.6 million to \$15 million, but at the same time the funds held in trust have been reduced from \$12.8 million to less than \$1 million. The funds held in trust included a project fund to fund the southern extension. To date the Authority has spent \$16.3 million in funds drawn down from the project account. These funds have been placed in the cash and cash equivalents account. The southern extension is expected to be completed within the next several months, and these funds will be needed to pay the contractor invoices.

Total Accounts Receivable is \$2.3 million at the end of August, with roughly half that being Telecom. A bankruptcy was received from Windstream, so we will see this going down. As a current review of the receivables we are in good shape for all customers for all divisions.

Under capital assets in the asset section they have gone from \$72.6 to \$77.9 million, an increase of \$5.3 million, depicting total assets less depreciation. Under net position is listed investments and capital assets, which has gone from \$62 to \$55.8 million for a decrease of \$6.3 million. This change is due to the invested in capital assets and includes the expenses to date less depreciation and then less the bond proceeds that were drawn down.

The capital reserves under Board designated liabilities has increased from \$12.2 to \$17.7 million, because once the funds were drawn down from the trustee it increased the capital reserve. Those capital reserve funds will be utilized to complete the southern extension. We are projecting that when the southern extension is completed there will be about \$7 million in the capital reserve.

Moving on to the P&L or change in net position year to date, the Development Authority had a total operating revenue of \$10.4 million, total expenditures of about \$10.6 million. There has been an interest income of \$500,000 and interest expense of \$257,000 resulting in a net change of just over \$62,000 year to date.

Customer billings are on track versus budget. The waste diversion revenue to date is budgeted at \$404,000, with actual billing of \$99,000. We are under budget because both Lewis and St. Lawrence County are being invoiced by Oneida-Herkimer and Recycling America directly for recyclables. When the budget was created it was thought the Authority would be paying these bills and then invoicing the counties. This is still the plan, however has not quite happened yet. Under operating expenses, we are under budget on almost every line item. The interest income being \$232,000 is lower than budget which is attributed to the CD market having low interest rates resulting in the Authority not earning what was expected.

J. Staples further noted that the overall tonnage at MMF was lower year to date in August by 11,000 tons. This is mainly due to contaminated soil where we are down 8,000 tons.

Municipal solid waste (MSW) is slightly over what was projected, and municipal solid waste is about 67% of the tons going into the landfill.

J. Staples further noted that the budget process is to begin in November.

J. Johnson asked if the community benefits that are up \$52,000 is this because of the higher municipal solid waste. J. Staples responded that the total tons for MMF are down so the community benefits for MMF alone are down. We are actually over under Regional Development. The Community Rental Housing Program pays community benefits and they paid that community benefit in total already, however the budget reflects that we spread it out over 12 months resulting in being on budget or slightly under at year end.

B. McGrath asked why the Authority is down substantially in salaries and fringe benefits. Is this due to reductions in positions, furloughs, or simply vacancies? J. Staples responded this is mainly due to vacancies, especially with people leaving and having to rehire, but mainly vacancies.

Upon a motion by A. Calligaris, and seconded by M. Murray, the financials ending August 31, 2020, were unanimously approved.

8. Governance –

- a. Resolution No. 2020-10-107, naming the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller as authorized signatories on Authority bank accounts and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel. Further. Mary Allyn Baeslack of Benefits Services Group shall be named as an additional signatory on the Authority's Health Reimbursement Account (HRA) and Section 125 Plan Bank Account. This resolution further states 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.

Upon a motion by M. Murray, and seconded by A. MacKinnon, Resolution No. 2020-10-107, Authorizing Depository Account Resolutions and Check Signing Authorization, was unanimously approved.

- b. Resolution No. 2020-10-108, naming the Chairman, Treasurer, Executive Director, Chief Financial Officer, and Comptroller be named as authorized signatories on the Voluntary Defined Contribution Program (VDC) bank account and that all documents required as evidence of this authority be executed by the appropriate Authority Officers/personnel. This resolution further states that the Deputy Comptroller, Accountant I and Accounting Associate be designated authorized representative for the purpose of initiating electronic transfers of Authority funds, when authorized by the designated Authority Officer/personnel, and that all documents required as evidence of such authority be executed by Authority Officer/personnel.

C. Farone explained that historically the Authority provided a defined benefit program to the Authority staff. In 2013 the State of New York authorized a defined contribution plan. This provides that the Authority, or any other state entity, would provide an 8%

contribution into a fund for an employee who is eligible for the defined contribution plan. When the employee making over a certain wage threshold begins their employment, they are offered one of the following benefits, either the defined benefit program or the defined contribution plan. The employee chooses one or the other, not both. Since the state's approval in 2013, the Authority has not had an employee who wanted this plan until recently. The Authority is now required to create an escrow account, which will be with Community Bank, to deposit the funds withheld for the employee as well as the Authority's match. These funds would stay in an escrow account until the employee becomes vested after 12 months, at which time the funds would be transferred to the State of New York with a 4% return.

C. Farone commented that this program is not an option to the Authority, but something that is required by New York State. This also provides a savings to the Authority in that a tier 6 employee is a 9.6% contribution rate whereas this is 8%.

Upon a motion by T. Hefferon, and seconded by M. Murray, Resolution No. 2002-10-108, Authorizing Establishment of Bank Account with Community Bank, Voluntary Defined Contribution Program, was unanimously approved.

9. Engineering –

- a. Resolution No. 2020-10-109, authorizes the Development Authority of the North Country to direct the Executive Director to enter into a Temporary Water Operator Services Agreement with the Village of Malone.

C. Tuttle stated that due to recent retirement of a staff person who was the only person who held the appropriate license for their water system, they reached out to the Authority for help. The Authority staff member that was overseeing their wastewater facility holds the appropriate license, and we have offered to provide this service on an interim basis while they get additional staff trained. This service is on an as needed basis, meaning if the village has a waterline break or situations arise that require a licensed operator we will respond and bill them our standard hourly rates.

Upon a motion by A. MacKinnon, and seconded by M. Murray, Resolution No. 2020-10-109, authorizing Temporary Water Operator Services Agreement with the Village of Malone, was unanimously approved.

- b. Resolution No. 2020-10-110, authorizes the Executive Director to enter into the standardized GIS hosting agreements in accordance with the terms of the contracts listed within the resolution.

C. Tuttle explained that all of these communities participated in a NYS Archives grant for a shared services GIS Project. When the project is completed, the communities convert into hosting customers.

Upon a motion by A. Calligaris, and seconded by A. MacKinnon, Resolution No. 2020-10-110, authorizing GIS Hosting Agreements, Village of Gouverneur, Village of Rensselaer Falls, Village of Philadelphia, Town of Madrid, was unanimously approved.

c. Resolution No. 2020-10-111, approves the Technical Services Agreement by and between the Authority and Lewis County, and authorizes and directs the Executive Director to execute the Agreement.

C. Tuttle explained that this is essentially a Brownfield Redevelopment in the Village of Turin in an old downtown Main Street row building known as the brick block building. The Authority has been working with the Lewis County Local Development Corporation and the Village of Lyons Falls on the redevelopment of the Lyons Falls mill site. Connections made during that process resulted in Lewis County reaching out to see if the Authority could help them take this building down. The first phase would be the preliminary hazardous material assessment to find out what is there in terms of asbestos or other hazardous materials. This information would be used to put together bid documents for a demolition contractor. They do not currently have title of the property, and has been condemned by the county.

Upon a motion by A. Calligaris, and seconded by A. MacKinnon, Resolution No. 2020-10-111, approves the Technical Services Agreement, Lewis County, Turin Brick Block Building, was unanimously approved.

d. Resolution No. 2020-10-112, approves the Technical Services Agreement for Great Bend Pump Station Fiberglass Hut Replacement Project by and between the Authority and the Route 3 Sewer Facilities Board of Commissioners, for a total not to exceed contract amount of \$14,000. This resolution further authorizes and directs the Executive Director to execute said agreement.

C. Tuttle stated this project is to replace fiberglass huts that were originally installed in 1999 in the Hamlet of Great Bend in the Town of Champion. As the result of completing an asset management plan, some of their infrastructure was identified as being at the end of its useful life and in need of replacement.

Upon a motion by M. Murray, and seconded by A. MacKinnon, Resolution No. 2020-10-112, approves the Technical Services Agreement, Rt. 3 Sewer Facilities Board of Commissioners, Great Bend Pump Station Fiberglass Hut Replacement Project, was unanimously approved.

e. Resolution No. 2020-10-113, approves the Technical Services Agreement by and between the Authority and Westelcom, and furthermore authorizes and directs the Executive Director to execute said agreement.

C. Tuttle explained that Westelcom has been a customer of the Authority for some time. They have now developed their own in-house GIS Services and have elected to not renew their hosting agreement. However they are still requesting GIS support services from the Authority focusing mainly on data development. They have additional areas in their system that have not been mapped, and they do not have the equipment to do that field work or the staff expertise to complete that. The contract is changing from a hosting agreement to a GIS data development contract on an as needed basis, whereas when they request services we will provide a proposal for work to be completed in accordance with this agreement.

Upon a motion by T. Hefferon, and seconded by M. Murray, Resolution No. 2020-10-113, approves Technical Services Agreement, Westelcom, was unanimously approved.

- f. Resolution No. 2020-10-114, approves Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Alexandria Bay, and furthermore authorizes and directs the Executive Director to execute said Agreement Amendment.

Upon a motion by A. MacKinnon, and seconded by M. Murray, Resolution No. 2020-10-114, approves the Technical Services Agreement Amendment No. 1, Village of Alexandria Bay, Casino Island Project Management and Grant Administration, was unanimously approved.

- g. Resolution No. 2020-10-115, approves Technical Services Agreement Amendment No. 1, by and between the Authority and the Village of Alexandria Bay, and furthermore authorizes and directs the Executive Director to execute said Agreement Amendment.

Upon a motion by T. Hefferon, and seconded by A. MacKinnon, Resolution No. 2020-10-115, approves Technical Services Agreement Amendment No. 1, Village of Alexandria Bay, Water Treatment Plant Assessment and Grant Writing, was unanimously approved.

- h. Resolution No. 2020-10-116, approves Technical Services Agreement Amendment No. 3, by and between the Authority and the Village of Lyons Falls, and furthermore authorizes and directs the Executive Director to execute said Agreement Amendment, was unanimously approved

C. Tuttle explained that all the buildings have been demolished on the site. The village of Lyons Falls received an additional state and municipal grant through DASNY which provided them additional funds that they are now figuring out how best to utilize. They have asked for the Authority's help in determining which projects would be best. One option under consideration is building out the water and the sewer from the village by extending it onto the site. They are also considering some paving, and other site improvements.

Upon a motion by A. Calligaris, and seconded by M. Murray, Resolution No. 2020-10-116, approves Technical Services Agreement Amendment No. 3, Village of Lyons Falls, Phase 4 Engineering and Redevelopment Planning, was unanimously approved.

Additional Resolution –

- i. Resolution No. 2020-10-122 – approves the Technical Services Agreement for NBRC Grant Administration by and between the Authority and the Village of Heuvelton, and further authorizes and directs the Executive Director to execute said agreement.

C. Tuttle stated that part of the grant requirements are that the community enter into an agreement with their local development district, and the Authority is the Local Government District for St. Lawrence County. NBRC cannot issue notice to proceed to the village until they receive the executed contract.

Being a late addition to the Board meeting C. Tuttle read the resolution in its entirety for those participating via Zoom.

Upon a motion by A. MacKinnon, and seconded by T. Hefferon, Resolution No. 2020-10-122, approves Technical Services Agreement for 2020 Northern Border Regional Commission Local Development District Grant Administration, was unanimously approved.

10. Project Development –

Loan Report –

M. Capone reported that any past due accounts as of 9/30 are paid and current. There are a couple loans still being worked on in terms of moratoriums or interest only periods.

351 E Orvis Street, a housing loan in Massena, have been struggling with occupancy issues for the past nine months during COVID. They primarily lease to DSS clients and with the Governor's extension of the eviction moratorium this has become an issue. They also have had issues with the units themselves and will need to repair quite a few of them. We are going to work with owner over the next couple months to help him come up with a plan for that project. There are a couple other local lenders in on the project, including the bank, St. Lawrence County Local Development Corporation, and North Country Alliance. We will be working out a plan so that we don't continue extending these interest only periods. She will be bringing a request before the PDC (Project Development Committee) to extend their interest only through 12/01/2020 so he can work on his restructuring plan.

B. McGrath stated that he recalled at an earlier meeting in either April or May we approved extending restructures through October, and does it need to be revisited. M. Capone stated that it was actually extended to December 31, and is good through the end of the year. If there are additional issues, she will bring them before the Board in December.

M. Capone explained that an NCEDF loan, NYPA funds, for Johnson Newspaper has extended the interest only payments through December 1, 2020. All other loans are paid as agreed with one exception. ProSport Manufacturing is in default. We are looking to collect on this, and will most likely write it off on March 31, 2021. As a reminder to the Board, any losses to the North Country Economic Development Fund are not a loss to the Development Authority, only to that fund itself. This fund has a separate board, completely separate from the Authority.

M. Capone stated that we have been working with all our borrowers. If there are any issues we tried to address them early on, and she was pleased to report that they are all paying as agreed.

Regarding the Grown and Certified Program, a modification was recently sent to the Project Development Committee for the grant to Jake Ladue of the Adirondack Pork Company. Mr. Ladue did not need to use his entire grant, so it was reduced. In the original write up it stated the grant amount was \$16,000, but it was actually awarded for \$20,000. This adjustment will be noted in today's minutes, and there is now \$12,000 in grant funds available. We will be working with extension offices to get these funds out to eligible projects.

M. Capone also offered an update on the loan the Board made at the beginning of the year for the recently rebranded Zoo NY. They are working through COVID and they benefited from the Payroll Protection Program. They currently have a little more money in the bank heading into the winter this year. They were able to pay off their line of credit with Community Bank, and they are shopping around for the best rates to get a new line of credit.

Marketing for the facility has been successful. They successfully held Boo at the Zoo last weekend and this weekend. They are adding a new event this year called "Winter Wonderlights" that will run from the Saturday after Thanksgiving through January 2 in hopes of bringing in additional revenue. They have a matched challenge grant of \$2,000 with 100% Board participation, and are partnering with BOCES and a local architecture and engineering firm to look at a physical master plan for the facility. They have also met with the Fort Drum Garrison and are working on a more formal partnership with Fort Drum. They seem to be moving in a very positive direction as they are looking at the long-term future and viability of the facility.

A. Calligaris asked if the NCEDF loan fund was not on the books. C. Farone responded that it is under the NCEDF funds and on the books. NYPA provided the Authority with \$10 million. This is NYPA's money. At the end of the year this will be booked to NYPA as a liability for the entire fund balance. Any gains and losses belong to NYPA. M. Capone stated that this is still above \$10 mil granted with the interest earned even with losses.

T. Hefferon asked if when C. Farone became Executive Director, if he joined that Board. C. Farone responded yes. M. Capone stated that the board is comprised of a representative from the Development Authority, the North Country Alliance, Patrick Kelly, the New York Power Authority, two designees/one vote Tricia Wilson from Massena and Steve Hunt being director of the economic development region. This board is interesting because in order to have an affirmative vote, they need to have a positive vote by Empire State Development and the New York Power Authority.

- a. Resolution No. 2020-10-117, approves a loan/grant not to exceed \$161,349.11 (\$50,000 grant/\$111,349.11 loan) from the Community Rental Housing Program Regional Redevelopment Housing Program to Neighbors of Watertown, Inc. for the renovation of 825 Academy Street, Watertown, and authorizes the Executive Director or Chief Financial Officer to execute all appropriate documents necessary to execute the loan. This is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

M. Capone stated that in 2017 the Board was looking at purchasing some of the adjacent buildings. In the end a private investor bought the adjacent building, and Neighbors of Watertown took control of this property from the city of Watertown, renovating and redeveloping it. At that time the construction loan was approved up to \$200,000. Permanent financing was then provided of up to \$100,000, \$50,000 loan and \$50,000 grant. As of today they have drawn \$161,349.11 on the construction loan. This property has yet to be sold to a qualified buyer, due in part to them waiting quite some time for a lead clearance from the Department of Health. COVID also slowed this process. The lead clearance was needed because a child had been identified with lead poisoning in the property prior to them taking it on. The lead clearance has since been received and they currently have two prospective buyers for the property, however they are still working on their credit. They do income qualified but the credit needs to improve in order to get a bank to participate so they are asking for the Authority's assistance in bridging the financing. Neighbors does not think there will be a long window between the time that we would bridge to the permanent financing. This resolution would increase the amount of our loan to \$111,349, with the grant remaining at \$50,000, allowing them to convert to permanent financing. When the buyer is identified, this may come back before the board because it was always assumed that the buyer may need to absorb a portion of this debt. The intent would be that the bank financing would pay down our loan of \$111,349, and

Neighbors of Watertown thinks the Authority may end up holding a note to the buyer in the amount of \$30,000.

M. Doheny asked if this then remains Neighbors of Watertown and the Authority still has the first mortgage on the property. M. Capone responded yes, and if the deal goes through and the buyer ends up purchasing the property, this will be brought back before the Board with a revised project.

F. Carter asked if we know the value before it was completed and now. M. Capone responded she is not sure of the value before, it currently appraises at \$123,000, \$220,000 has been invested to bring up to livable conditions due to environmental issues including the asbestos and lead. The renovation costs are substantial for these buildings, and the way they bring the costs down are through subsidies in government. T. Hefferon commented that there was no way this was going to make financial sense. The goal was revitalizing the corner and the neighborhood.

T. Hefferon asked if there was going to be anything done with the house on the corner with the parking issue. M. Capone stated that a private developer purchased that duplex and is working with Neighbors of Watertown on the parking issues and may have money to do rental rehabilitation.

Upon a motion by T. Hefferon, and seconded by M. Murray, Resolution No. 2020-10-117, approves Community Rental Housing Program, Regional Redevelopment Housing Program, Neighbors of Watertown, Inc., Loan Authorization, was unanimously approved.

- b. Resolution No. 2020-10-118, ratifying a loan in the amount of \$300,000 from the North Country Value Added Agriculture Fund to Tug Hill Vineyards, LLC at the terms and conditions outlined in the Term Sheet attached to the resolution, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan. This is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

M. Capone explained that the North Country Value Added Agricultural Loan Funds are ESD funds that the Authority received for the seven county North Country region. This request is under different ownership, but keeping the same name for the company. The Beller family owns a farm in Lewis County and wishes to continue increasing their farm to table offerings at the facility, as well as the products offered through the vineyard. This loan is subject to Empire State Development approval because it exceeds the \$250,000 amount, however the committee has reviewed it and is recommending it for Board approval. The Authority would have a third mortgage on the facility behind the bank.

Upon a motion by T. Hefferon, and seconded by A. MacKinnon, Resolution No. 2020-10-118, ratifying a North Country Value Added Agriculture Revolving Loan Fund, Tug Hill Vineyards, LLC, was unanimously approved.

- c. Resolution No. 2020-10-119, reaffirms that a loan in the amount of \$500,000 from the North Country Tourism Transformational Community Revolving Loan Fund to Swan Bay Developers, LLC is subordinate to a loan by Watertown Savings Bank in an amount not to exceed \$933,500. The resolution further reaffirms that a loan in the amount of \$300,000 from the North Country Economic Development Fund to Swan Bay Developers, LLC in subordinate to a loan by Watertown Savings Bank in an

amount not to exceed \$933,500 with the North Country Economic Development Fund Board reaffirming the subordination on October 5, 2020.

M. Capone stated that the bank is ok with terming the \$993,500 out as opposed to reducing it. This resolution is being brought to the Board to reaffirm the Board's previous approval subordinating to the \$993,500. There is no transaction because this is already subordinated to the \$993,500 due to the construction loan.

B. McGrath asked if this was already subordinate to the original construction loan. M. Capone responded that this is a reaffirmation because the original resolution read they were going to pay down the mortgage to \$725,000, but the bank is leaving the loan at \$993,500. M. Capone also disclosed that the banker on the project is her brother. C. Farone commented that he and M. Capone had spoken about this and wanted to be as transparent as possible.

A. Calligaris asked if this loan is not in as good of shape as it was before. M. Capone responded it is actually better. The Authority is in the same lien position, but based upon the improvements to the facility, and the most recent appraisal, the value has improved. The loans are also being paid down. A. Calligaris asked if it's not that they aren't making money but investing it. M. Capone responded that this is not a loan due to lack of profits, this was invested into the property for improvements.

Upon a motion by A. Calligaris, and seconded by M. Murray, Resolution No. 2020-10-119, Reaffirming Subordination, Swan Bay Developers, LLC, Ratifying Loan and Grant, was unanimously approved.

11. Water Quality –

- a. Resolution No. 2020-10-120, authorizes and directs the Executive Director to enter into an Operations and Maintenance Service Agreement with the Town of Lisbon, and further authorizes the Executive Director to execute the required and necessary agreements.

B. Nutting stated the scope of services has not changed since the previous contracts were approved.

Upon a motion by A. MacKinnon, and seconded by A. Calligaris, Resolution No. 2020-10-120, authorizes Operations and Maintenance Service Agreement, Town of Lisbon, Water and Sewer Districts, was unanimously approved.

- b. Resolution No. 2020-10-121, authorizes and directs the Executive Director to enter into an Operations and Maintenance Service Agreement with the Thousand Island Bridge Authority, and further authorizes the Executive Director to execute the required and necessary agreements.

B. Nutting explained this is the same water operator who ran their Boldt Castle facilities and was also their wastewater operator at the water treatment plant. The Authority will be covering these services at their water treatment plant as wastewater operator because as a water treatment plant, they are still discharging some of the waste into the river and need to have a licensed operator to perform these services.

Upon a motion by A. Calligaris, and seconded by M. Murray, Resolution No. 2020-10-121, authorizes Operations and Maintenance Service Agreement, Thousand Islands Bridge Authority, Water and Wastewater Facilities, was unanimously approved.

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

Upon a motion by T. Hefferon, and seconded by A. MacKinnon, the meeting moved into Executive Session at 11:50 AM.

Upon a motion by T. Hefferon, and seconded by M. Murray, the meeting moved out of Executive Session at 12:18 AM.

No action was taken during the Executive Session.

13. Next Meeting – Moved from December 17, will combine with January 28, 2021

14. Upon a motion by M. Murray, and seconded by A. Calligaris, the meeting was adjourned at 12:20 PM.

Respectfully submitted,



Dennis Mastascusa
Board Secretary

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Eight Months Ending Monday, November 30, 2020

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
STATEMENT OF NET POSITION		
ASSETS		
Cash and Cash Equivalents	\$10,121,075.25	\$5,619,388.96
Accounts Receivable	3,064,640.64	2,962,769.30
Unbilled Revenue	403,087.14	502,785.83
Interest Receivable	114,116.45	178,707.78
Loans Receivable, net	36,336,166.62	36,810,943.50
Inventory	5,301.09	5,301.09
Prepaid Expense	116,709.75	507,698.35
Investments	24,467,808.99	28,867,099.61
Funds Held In Trust	616,334.80	12,812,619.40
OPEB Reserve Fund	5,521,362.86	5,479,082.77
Restricted Assets	72,414,302.22	72,793,331.95
Leased Property	63,869.40	77,195.56
Capital Assets, net	81,958,200.11	72,559,389.98
Total Assets	235,202,975.32	239,176,314.08
DEFERRED OUTFLOWS OF RESOURCES		
Pension	1,403,178.00	1,403,178.00
OPEB	183,981.00	183,981.00
Total Deferred Outflows of Resources	1,587,159.00	1,587,159.00
TOTAL ASSETS PLUS DEFERRED OUTFLOWS	236,790,134.32	240,763,473.08
LIABILITIES		
Accounts Payable	1,194,982.70	1,333,237.47
Grants & Passthroughs Payable	627,741.51	447,924.20
Community Benefits Payable	126,007.04	164,500.17
Interest Payable	112,769.79	125,447.92
Accrued Expenses	1,248,548.81	429,347.16
OPEB Liability	5,756,686.99	5,433,204.19
Net Pension Liability	1,309,024.00	1,309,024.00
Unearned Income	7,234,282.27	7,438,972.96
Lease Obligation	63,869.40	77,195.56
Funds Held for Others	10,412,025.25	10,412,025.25
Due to US ARMY	749,985.00	749,985.00
Landfill Closure & Post Closure	15,577,907.73	18,432,663.36
Long-term Liabilities	23,404,412.25	24,291,543.31
Total Liabilities	67,818,242.74	70,645,070.55
DEFERRED INFLOWS OF RESOURCES		
Pension	454,625.00	454,625.00
OPEB	87,497.00	87,497.00
Total Deferred Inflows of Resources	542,122.00	542,122.00
TOTAL LIABILITIES PLUS DEFERRED INFLOWS	68,360,364.74	71,187,192.55
NET POSITION		
Invested In Capital Assets, Net	60,127,945.80	62,286,864.78
Restricted for:		
Community Rental Housing Program	13,212,983.82	14,250,787.38
Community Development Loan Fund	8,582,300.52	8,182,061.08
Affordable Housing Program	22,673,306.71	22,583,025.92
Army Water & Sewer	1,800,000.00	1,800,000.00
Regional Waterline	512,051.31	512,051.31
Reserve For Liner & Replacement	12,366,301.31	12,642,139.72
Reserve For Wetland Mitigation	1,306,555.04	1,292,626.26
OATN Reserve	6,774,360.22	6,718,692.39
Total Restricted	67,227,858.93	67,981,384.06
Board Designated for:		
Infrastructure Development	223,107.42	223,107.42
Capital Reserve	12,410,550.51	12,212,737.56
Tip Fee Stabilization	4,415,258.54	4,362,020.36
Landfill Gas Reserve	1,648,057.02	1,628,366.18
Economic Development Fund	5,532,909.53	5,581,376.83
Affordable Housing Program	3,000,000.00	3,000,000.00
Supplemental Insurance / Admin. Reserve	4,000,000.00	4,000,000.00
Total Board Designated	31,229,883.02	31,007,608.35
Undesignated	9,844,081.83	8,300,423.34
Total Net Position	168,429,769.58	169,576,280.53
Total Liabilities, Deferred Outflows & Net Position	236,790,134.32	240,763,473.08

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Eight Months Ending Monday, November 30, 2020

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
<u>CHANGE IN NET POSITION</u>		
OPERATING REVENUE:		
Customer Billings	14,793,128.88	22,210,552.80
Waste Diversion Revenue	163,742.00	0.00
Grant Revenue	756,676.49	2,396,759.80
Loan Interest Income	316,387.14	635,971.21
Other Income	554,156.56	1,034,225.12
Total Operating Revenue	16,584,091.07	26,277,508.93
OPERATING EXPENSES		
Depreciation & Amortization	5,098,995.06	8,266,323.83
Salaries	3,994,334.20	5,884,576.18
Fringe Benefits	1,848,734.44	2,657,210.41
Operation & Maintenance	1,477,399.73	2,455,173.87
Recycling Transfer Station	221,073.99	151,462.46
Waste Diversion	524,026.63	888,503.52
Wastewater Treatment	695,340.33	1,272,972.89
Closure & Post Closure Costs	408,767.36	851,891.25
Community Benefits	610,405.71	861,006.03
Water Purchases	404,606.18	568,892.77
Office & Administration	267,696.19	446,170.24
Insurance	281,800.08	413,766.62
Utilities	69,052.36	137,398.04
Bad Debt Expense	31,236.78	630,223.86
Materials & Supplies	167,640.19	239,650.20
Professional Fees	278,118.78	290,984.78
Repairs & Maintenance	98,838.15	150,613.77
Automobile	219,256.91	316,628.99
Computer Expenses	194,990.52	291,870.08
Grants	1,089,796.57	731,174.64
NYS Administrative Assessment	0.00	122,000.00
Total Operating Expenses	17,982,110.16	27,628,494.43
Total Operating Income	(1,398,019.09)	(1,350,985.50)
NON-OPERATING REVENUE (EXPENSE)		
Interest Income	661,356.73	2,702,220.82
Gain on Sale of Fixed Assets	0.00	81,291.40
Interest Expense	(409,848.59)	(517,767.83)
Bond Issuance Costs	0.00	(128,847.57)
Total Non-Operating Expense, Net	251,508.14	2,136,896.82
CHANGE IN NET ASSETS	(1,146,510.95)	785,911.32

DEVELOPMENT AUTHORITY OF THE NORTH COUNTY
For the Eight Months Ending Monday, November 30, 2020

	ADMIN	MATERIALS MGMT	TELECOM	ARMY SEWER	ARMY WATER	REGIONAL WATER	WQ CONTRACTS	ENGINEERING	REGIONAL DEVELOPMENT	TOTAL
STATEMENT OF NET POSITION										
ASSETS										
Cash and Cash Equivalents	\$10,121,075.25									\$10,121,075.25
Accounts Receivable	(2,009.71)	841,485.52	1,759,073.42	171,411.08	161,295.61	0.50	41,387.01	67,081.36	24,915.85	3,064,640.64
Unbilled Revenue				107,860.66	29,125.96	57,361.69	84,171.20	71,844.58	52,723.05	403,087.14
Interest Receivable	5,998.20	16,280.57	4,320.93						87,516.75	114,116.45
Loans Receivable, net									36,336,166.62	36,336,166.62
Inventory		5,301.09								5,301.09
Prepaid Expense	105,451.31		11,258.44							116,709.75
Investments	6,256,691.31	13,560,075.32	1,994,437.13						2,656,605.23	24,467,808.99
Funds Held In Trust		616,334.80								616,334.80
OPEB Reserve Fund	5,521,362.86									5,521,362.86
Restricted Assets		32,768,746.18	10,477,915.36	1,916,895.67	1,045,579.47	484,826.25			25,720,339.29	72,414,302.22
Leased Property									63,869.40	63,869.40
Capital Assets, net	675,765.41	46,749,667.83	24,857,591.14	3,277,010.17	3,322,929.11	3,039,485.26		35,751.19		81,958,200.11
Total Assets	22,684,334.63	94,557,891.31	39,104,596.42	5,473,177.58	4,558,930.15	3,581,673.70	125,558.21	174,677.13	64,942,136.19	235,202,975.32
DEFERRED OUTFLOWS OF RESOURCES										
Pension	1,403,178.00									1,403,178.00
OPEB	183,981.00									183,981.00
Total Deferred Outflows of Resources	1,587,159.00									1,587,159.00
TOTAL ASSETS PLUS DEFERRED...	24,271,493.63	94,557,891.31	39,104,596.42	5,473,177.58	4,558,930.15	3,581,673.70	125,558.21	174,677.13	64,942,136.19	236,790,134.32
LIABILITIES										
Accounts Payable	932,417.97	29,551.11	52,053.31	96,061.24	72,613.72	12,285.35				1,194,982.70
Grants & Passthroughs Payable			581,152.00						46,589.51	627,741.51
Community Benefits Payable		126,007.04								126,007.04
Interest Payable		112,769.79								112,769.79
Accrued Expenses	1,028,108.73	75,880.18	73,899.71	15,893.41	15,893.40			38,873.38		1,248,548.81
OPEB Liability	5,756,686.99									5,756,686.99
Net Pension Liability	1,309,024.00									1,309,024.00
Unearned Income			6,521,781.87						712,500.40	7,234,282.27
Lease Obligation									63,869.40	63,869.40
Funds Held for Others									10,412,025.25	10,412,025.25
Due to US ARMY				749,985.00						749,985.00
Landfill Closure & Post Closure		15,577,907.73								15,577,907.73
Long-term Liabilities	964,000.00	19,081,009.52			1,079,633.00	1,679,769.73			600,000.00	23,404,412.25
Internal: Due To/Due From	8,238,352.21	(6,663,451.23)	330,165.74	(1,302,842.55)	(184,112.43)	(302,653.10)	(327,993.57)	109,599.83	102,935.10	
Total Liabilities	18,228,589.90	28,339,674.14	7,559,052.63	(440,902.90)	984,027.69	1,389,401.98	(327,993.57)	148,473.21	11,937,919.66	67,818,242.74
DEFERRED INFLOWS OF RESOURCES										
Pension	454,625.00									454,625.00
OPEB	87,497.00									87,497.00
Total Deferred Inflows of Resources	542,122.00									542,122.00
TOTAL LIABILITIES PLUS DEFERR...	18,770,711.90	28,339,674.14	7,559,052.63	(440,902.90)	984,027.69	1,389,401.98	(327,993.57)	148,473.21	11,937,919.66	68,360,364.74
NET POSITION										
Invested In Capital Assets, Net	675,765.41	27,678,816.25	24,857,591.14	3,277,010.17	2,243,296.11	1,359,715.53		35,751.19		60,127,945.80
Restricted for:										
Community Rental Housing Program									13,212,983.82	13,212,983.82
Community Development Loan Fund									8,582,300.52	8,582,300.52
Affordable Housing Program									22,673,306.71	22,673,306.71
Army Water & Sewer				900,000.00	900,000.00					1,800,000.00
Regional Waterline						512,051.31				512,051.31
Reserve For Liner & Replacement		12,366,301.31								12,366,301.31
Reserve For Wetland Mitigation		1,306,555.04								1,306,555.04
OATN Reserve			6,774,360.22							6,774,360.22
Total Restricted		13,672,856.35	6,774,360.22	900,000.00	900,000.00	512,051.31			44,468,591.05	67,227,858.93
Board Designated for:										
Infrastructure Development				223,107.42						223,107.42
Capital Reserve					275,364.00					12,410,550.51
Tip Fee Stabilization		12,135,186.51								4,415,258.54
Landfill Gas Reserve		4,415,258.54								1,648,057.02
Economic Development Fund		1,648,057.02							5,532,909.53	5,532,909.53
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	18,198,502.07		223,107.42	275,364.00				8,532,909.53	31,229,883.02
Undesignated	825,016.32	6,668,042.50	(86,407.57)	1,513,962.89	156,242.35	320,504.88	453,551.78	(9,547.27)	2,715.95	9,844,081.83
Total Net Position	5,500,781.73	66,218,217.17	31,545,543.79	5,914,080.48	3,574,902.46	2,192,271.72	453,551.78	26,203.92	53,004,216.53	168,429,769.58
Total Liabilities, Deferred Outflows...	24,271,493.63	94,557,891.31	39,104,596.42	5,473,177.58	4,558,930.15	3,581,673.70	125,558.21	174,677.13	64,942,136.19	236,790,134.32

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Eight Months Ending Monday, November 30, 2020

	<u>ADMIN</u>	<u>MATERIALS MGMT</u>	<u>TELECOM</u>	<u>ARMY SEWER</u>	<u>ARMY WATER</u>	<u>REGIONAL WATER</u>	<u>WQ CONTRACTS</u>	<u>ENGINEERING</u>	<u>REGIONAL DEVELOPMENT</u>	<u>TOTAL</u>
<u>CHANGE IN NET POSITION</u>										
OPERATING REVENUE:										
Customer Billings		6,055,929.48	4,231,125.90	1,434,698.63	1,397,316.17	239,924.65	591,619.11	751,493.41	91,021.53	14,793,128.88
Waste Diversion Revenue		163,742.00								163,742.00
Grant Revenue	5,851.25	248,245.15							502,580.09	756,676.49
Loan Interest Income									316,387.14	316,387.14
Other Income	143,581.80	358,329.89	13,450.76	8,334.00					30,460.11	554,156.56
Total Operating Revenue	149,433.05	6,826,246.52	4,244,576.66	1,443,032.63	1,397,316.17	239,924.65	591,619.11	751,493.41	940,448.87	16,584,091.07
OPERATING EXPENSES										
Depreciation & Amortization	169,286.80	2,011,943.63	2,383,212.21	200,301.51	206,879.17	106,786.16		20,585.58		5,098,995.06
Salaries	772,539.64	982,633.28	828,354.66	245,327.61	221,634.69	19,608.83	290,746.97	423,408.81	210,079.71	3,994,334.20
Fringe Benefits	341,254.18	530,365.87	290,186.06	128,303.76	112,470.14	9,819.84	141,126.66	199,201.76	96,006.17	1,848,734.44
Operation & Maintenance	12,610.95	293,788.66	1,046,235.84	43,977.75	3,210.00	3,523.00	31,098.07	40,535.46	2,420.00	1,477,399.73
Recycling Transfer Station		221,073.99								221,073.99
Waste Diversion		524,026.63								524,026.63
Wastewater Treatment		153,158.35		542,181.98						695,340.33
Closure & Post Closure Costs		408,767.36								408,767.36
Community Benefits		506,639.97							103,765.74	610,405.71
Water Purchases				2,154.00	343,904.03	58,548.15				404,606.18
Office & Administration	118,075.42	38,282.89	60,220.84	28,682.78				18,962.95	3,471.31	267,696.19
Insurance	12,466.64	113,066.64	81,933.36	23,133.36	18,333.36	3,600.00	11,533.36	17,733.36		281,800.08
Utilities		25,857.92	2,299.67	20,736.76	7,031.66	13,126.35				69,052.36
Bad Debt Expense			34,288.63						(3,051.85)	31,236.78
Materials & Supplies		167,640.19								167,640.19
Professional Fees	82,912.22	18,456.00	138,708.08	2,305.82	440.63				35,296.03	278,118.78
Repairs & Maintenance		5,478.49		49,074.01	32,587.56	11,698.09				98,838.15
Automobile	159.92	11,466.64	57,906.32	138,660.89				11,063.14		219,256.91
Computer Expenses	116,682.50	13,197.33	23,810.25	10,975.64				30,324.80		194,990.52
Grants									1,089,796.57	1,089,796.57
Admin Allocation	(1,418,599.17)	549,990.92	403,165.88	189,524.84	100,011.24	11,632.51	23,974.33	36,316.18	103,983.27	
Engineering Allocation		21,153.04	9,334.38	8,558.38	8,260.18	1,409.47	6,719.05	(56,964.42)	1,529.92	
Water Quality Allocation				(116,621.52)	48,024.11	4,045.39	64,552.02			
Total Operating Expenses	207,389.10	6,596,987.80	5,359,656.18	1,517,277.57	1,102,786.77	243,797.79	569,750.46	741,167.62	1,643,296.87	17,982,110.16
Total Operating Income	(57,956.05)	229,258.72	(1,115,079.52)	(74,244.94)	294,529.40	(3,873.14)	21,868.65	10,325.79	(702,848.00)	(1,398,019.09)
NON-OPERATING REVENUE (EX...										
Interest Income	77,421.33	315,482.42	71,726.40	24,166.98	13,181.99	5,747.19			153,630.42	661,356.73
Interest Expense		(400,586.00)				(9,262.59)				(409,848.59)
Total Non-Operating Expense, Net	77,421.33	(85,103.58)	71,726.40	24,166.98	13,181.99	(3,515.40)			153,630.42	251,508.14
CHANGE IN NET ASSETS	19,465.28	144,155.14	(1,043,353.12)	(50,077.96)	307,711.39	(7,388.54)	21,868.65	10,325.79	(549,217.58)	(1,146,510.95)

**Summary of All Units
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$22,233,827.00	\$14,822,560.00	\$14,793,128.88	(\$29,431.12)
	Waste Diversion Revenue	969,397.00	646,264.00	163,742.00	(482,522.00)
	Grant Revenue	1,712,312.00	1,141,536.00	756,676.49	(384,859.51)
	Loan Interest Income	697,000.00	464,664.00	316,387.14	(148,276.86)
	Other Income	777,760.00	518,504.00	554,156.56	35,652.56
	Total Operating Revenue	26,390,296.00	17,593,528.00	16,584,091.07	(1,009,436.93)
OPERATING EXPENSES					
	Depreciation & Amortization	8,221,600.00	5,481,064.00	5,098,995.06	(382,068.94)
	Salaries	6,435,499.00	4,290,312.00	3,994,334.20	(295,977.80)
	Fringe Benefits	3,047,101.00	2,031,419.36	1,848,734.44	(182,684.92)
	Operation & Maintenance	3,007,015.00	2,004,706.64	1,478,086.61	(526,620.03)
	Waste Diversion	1,426,000.00	950,672.00	524,026.63	(426,645.37)
	Recycling Transfer Station	1,234,736.00	823,160.00	221,073.99	(602,086.01)
	Wastewater Treatment	1,370,276.00	913,520.00	694,653.45	(218,866.55)
	Closure & Post Closure Costs	803,999.00	536,000.00	408,767.36	(127,232.64)
	Water Purchases	765,941.00	510,632.00	404,606.18	(106,025.82)
	Community Benefits	884,027.00	589,352.00	610,405.71	21,053.71
	Office & Administration	602,722.00	401,834.64	267,696.19	(134,138.45)
	Insurance	422,700.00	281,808.00	281,800.08	(7.92)
	Utilities	174,300.00	116,194.64	69,052.36	(47,142.28)
	Bad Debt Expense	0.00	0.00	31,236.78	31,236.78
	Materials & Supplies	282,000.00	188,000.00	167,640.19	(20,359.81)
	Professional Fees	558,507.00	372,369.28	278,118.78	(94,250.50)
	Repairs & Maintenance	173,100.00	115,402.64	98,838.15	(16,564.49)
	Automobile	381,647.00	254,432.00	219,256.91	(35,175.09)
	Computer Expenses	333,169.00	222,112.00	194,990.52	(27,121.48)
	Grants	1,517,500.00	1,011,664.00	1,089,796.57	78,132.57
	Admin Allocation	0.00	8.00	0.00	(8.00)
	Engineering Allocation	0.00	8.00	0.00	(8.00)
	Water Quality Allocation	0.00	(8.00)	0.00	8.00
	NYS Administrative Assessment	125,050.00	83,368.00	0.00	(83,368.00)
	Contingency	30,580.00	20,389.36	0.00	(20,389.36)
	Total Operating Expenses	31,797,469.00	21,198,420.56	17,982,110.16	(3,216,310.40)
	Total Operating Income	(5,407,173.00)	(3,604,892.56)	(1,398,019.09)	2,206,873.47
NON-OPERATING REVENUE...					
	Interest Income	1,736,937.00	1,157,960.00	661,356.73	(496,603.27)
	Gain on Sale of Fixed Assets	73,000.00	48,664.00	0.00	(48,664.00)
	Interest Expense	(721,047.00)	(480,696.00)	(409,848.59)	70,847.41
	Total Non-Operating Expe...	1,088,890.00	725,928.00	251,508.14	(474,419.86)

**Summary of All Units
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
	CHANGE IN NET POSITION	(4,318,283.00)	(2,878,964.56)	(1,146,510.95)	1,732,453.61

Administration
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Grant Revenue	\$10,000.00	\$6,664.00	\$5,851.25	(\$812.75)
	Other Income	212,700.00	141,800.00	143,581.80	1,781.80
	Total Operating Revenue	222,700.00	148,464.00	149,433.05	969.05
OPERATING EXPENSES					
	Depreciation & Amortization	277,600.00	185,064.00	169,286.80	(15,777.20)
	Salaries	1,235,732.00	823,816.00	772,539.64	(51,276.36)
	Fringe Benefits	589,616.00	393,070.00	341,254.18	(51,815.82)
	Operation & Maintenance	17,355.00	11,573.28	12,610.95	1,037.67
	Office & Administration	220,175.00	146,785.36	118,075.42	(28,709.94)
	Insurance	18,700.00	12,464.00	12,466.64	2.64
	Professional Fees	114,300.00	76,202.64	82,912.22	6,709.58
	Automobile	2,750.00	1,832.00	159.92	(1,672.08)
	Computer Expenses	237,351.00	158,224.00	116,682.50	(41,541.50)
	Admin Allocation	(2,168,149.00)	(1,445,432.00)	(1,418,599.17)	26,832.83
	Total Operating Expenses	545,430.00	363,599.28	207,389.10	(156,210.18)
	Total Operating Income	(322,730.00)	(215,135.28)	(57,956.05)	157,179.23
NON-OPERATING REVENUE...					
	Interest Income	314,600.00	209,736.00	77,421.33	(132,314.67)
	Gain on Sale of Fixed Assets	28,000.00	18,664.00	0.00	(18,664.00)
	Total Non-Operating Expe...	342,600.00	228,400.00	77,421.33	(150,978.67)
	CHANGE IN NET POSITION	19,870.00	13,264.72	19,465.28	6,200.56

**Materials Management
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$9,027,500.00	\$6,018,336.00	\$6,055,929.48	\$37,593.48
	Waste Diversion Revenue	969,397.00	646,264.00	163,742.00	(482,522.00)
	Grant Revenue	333,312.00	222,208.00	248,245.15	26,037.15
	Other Income	463,009.00	308,672.00	358,329.89	49,657.89
	Total Operating Revenue	10,793,218.00	7,195,480.00	6,826,246.52	(369,233.48)
OPERATING EXPENSES					
	Depreciation & Amortization	3,560,700.00	2,373,800.00	2,011,943.63	(361,856.37)
	Salaries	1,677,258.00	1,118,176.00	982,633.28	(135,542.72)
	Fringe Benefits	932,013.00	621,344.00	530,365.87	(90,978.13)
	Operation & Maintenance	918,076.00	612,056.00	294,475.54	(317,580.46)
	Waste Diversion	1,426,000.00	950,672.00	524,026.63	(426,645.37)
	Recycling Transfer Station	1,234,736.00	823,160.00	221,073.99	(602,086.01)
	Wastewater Treatment	354,200.00	236,136.00	152,471.47	(83,664.53)
	Closure & Post Closure Costs	803,999.00	536,000.00	408,767.36	(127,232.64)
	Community Benefits	780,261.00	520,176.00	506,639.97	(13,536.03)
	Office & Administration	102,650.00	68,440.00	38,282.89	(30,157.11)
	Insurance	169,600.00	113,064.00	113,066.64	2.64
	Utilities	65,000.00	43,328.00	25,857.92	(17,470.08)
	Materials & Supplies	282,000.00	188,000.00	167,640.19	(20,359.81)
	Professional Fees	26,353.00	17,568.00	18,456.00	888.00
	Repairs & Maintenance	20,000.00	13,336.00	5,478.49	(7,857.51)
	Automobile	17,200.00	11,464.00	11,466.64	2.64
	Computer Expenses	16,055.00	10,704.00	13,197.33	2,493.33
	Admin Allocation	840,523.00	560,352.00	549,990.92	(10,361.08)
	Engineering Allocation	31,076.00	20,720.00	21,153.04	433.04
	NYS Administrative Assessment	52,101.00	34,736.00	0.00	(34,736.00)
	Contingency	30,000.00	20,000.00	0.00	(20,000.00)
	Total Operating Expenses	13,339,801.00	8,893,232.00	6,596,987.80	(2,296,244.20)
	Total Operating Income	(2,546,583.00)	(1,697,752.00)	229,258.72	1,927,010.72
NON-OPERATING REVENUE...					
	Interest Income	721,634.00	481,088.00	315,482.42	(165,605.58)
	Gain on Sale of Fixed Assets	45,000.00	30,000.00	0.00	(30,000.00)
	Interest Expense	(658,144.00)	(438,760.00)	(400,586.00)	38,174.00
	Total Non-Operating Expe...	108,490.00	72,328.00	(85,103.58)	(157,431.58)
	CHANGE IN NET POSITION	(2,438,093.00)	(1,625,424.00)	144,155.14	1,769,579.14

**Telecommunications
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$6,160,090.00	\$4,106,728.00	\$4,231,125.90	\$124,397.90
	Other Income	47,050.00	31,368.00	13,450.76	(17,917.24)
	Total Operating Revenue	6,207,140.00	4,138,096.00	4,244,576.66	106,480.66
OPERATING EXPENSES					
	Depreciation & Amortization	3,647,400.00	2,431,600.00	2,383,212.21	(48,387.79)
	Salaries	1,237,434.00	824,952.00	828,354.66	3,402.66
	Fringe Benefits	431,447.00	287,640.00	290,186.06	2,546.06
	Operation & Maintenance	1,795,484.00	1,196,994.72	1,046,235.84	(150,758.88)
	Office & Administration	116,086.00	77,386.64	60,220.84	(17,165.80)
	Insurance	122,900.00	81,936.00	81,933.36	(2.64)
	Utilities	5,000.00	3,336.00	2,299.67	(1,036.33)
	Bad Debt Expense	0.00	0.00	34,288.63	34,288.63
	Professional Fees	226,791.00	151,202.64	138,708.08	(12,494.56)
	Automobile	101,600.00	67,736.00	57,906.32	(9,829.68)
	Computer Expenses	28,605.00	19,074.64	23,810.25	4,735.61
	Admin Allocation	616,227.00	410,816.00	403,165.88	(7,650.12)
	Engineering Allocation	11,662.00	7,776.00	9,334.38	1,558.38
	NYS Administrative Assessment	34,715.00	23,144.00	0.00	(23,144.00)
	Contingency	580.00	389.36	0.00	(389.36)
	Total Operating Expenses	8,375,931.00	5,583,984.00	5,359,656.18	(224,327.82)
	Total Operating Income	(2,168,791.00)	(1,445,888.00)	(1,115,079.52)	330,808.48
NON-OPERATING REVENUE...					
	Interest Income	250,523.00	167,016.00	71,726.40	(95,289.60)
	Total Non-Operating Expe...	250,523.00	167,016.00	71,726.40	(95,289.60)
	CHANGE IN NET POSITION	(1,918,268.00)	(1,278,872.00)	(1,043,353.12)	235,518.88

**Water Quality
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$5,617,702.00	\$3,745,136.00	\$3,663,558.56	(\$81,577.44)
	Other Income	12,501.00	8,336.00	8,334.00	(2.00)
	Total Operating Revenue	5,630,203.00	3,753,472.00	3,671,892.56	(81,579.44)
OPERATING EXPENSES					
	Depreciation & Amortization	708,100.00	472,064.00	513,966.84	41,902.84
	Salaries	1,213,298.00	808,856.00	777,318.10	(31,537.90)
	Fringe Benefits	621,402.00	414,272.00	391,720.40	(22,551.60)
	Operation & Maintenance	174,900.00	116,618.64	81,808.82	(34,809.82)
	Wastewater Treatment	1,016,076.00	677,384.00	542,181.98	(135,202.02)
	Water Purchases	765,941.00	510,632.00	404,606.18	(106,025.82)
	Office & Administration	78,450.00	52,282.64	28,682.78	(23,599.86)
	Insurance	84,900.00	56,608.00	56,600.08	(7.92)
	Utilities	104,300.00	69,530.64	40,894.77	(28,635.87)
	Professional Fees	6,936.00	4,624.00	2,746.45	(1,877.55)
	Repairs & Maintenance	153,100.00	102,066.64	93,359.66	(8,706.98)
	Automobile	239,720.00	159,816.00	138,660.89	(21,155.11)
	Computer Expenses	13,602.00	9,069.36	10,975.64	1,906.28
	Admin Allocation	496,760.00	331,176.00	325,142.92	(6,033.08)
	Engineering Allocation	35,958.00	23,976.00	24,947.08	971.08
	Water Quality Allocation	0.00	(8.00)	0.00	8.00
	NYS Administrative Assessment	31,277.00	20,848.00	0.00	(20,848.00)
	Total Operating Expenses	5,744,720.00	3,829,815.92	3,433,612.59	(396,203.33)
	Total Operating Income	(114,517.00)	(76,343.92)	238,279.97	314,623.89
NON-OPERATING REVENUE...					
	Interest Income	67,900.00	45,272.00	43,096.16	(2,175.84)
	Interest Expense	(59,403.00)	(39,600.00)	(9,262.59)	30,337.41
	Total Non-Operating Expe...	8,497.00	5,672.00	33,833.57	28,161.57
	CHANGE IN NET POSITION	(106,020.00)	(70,671.92)	272,113.54	342,785.46

**Army Sewer
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$2,365,363.00	\$1,576,912.00	\$1,434,698.63	(\$142,213.37)
	Other Income	12,501.00	8,336.00	8,334.00	(2.00)
	Total Operating Revenue	2,377,864.00	1,585,248.00	1,443,032.63	(142,215.37)
OPERATING EXPENSES					
	Depreciation & Amortization	275,200.00	183,464.00	200,301.51	16,837.51
	Salaries	410,510.00	273,672.00	245,327.61	(28,344.39)
	Fringe Benefits	209,827.00	139,888.00	128,303.76	(11,584.24)
	Operation & Maintenance	110,000.00	73,336.00	43,977.75	(29,358.25)
	Wastewater Treatment	1,016,076.00	677,384.00	542,181.98	(135,202.02)
	Water Purchases	3,200.00	2,136.00	2,154.00	18.00
	Office & Administration	76,200.00	50,786.64	28,682.78	(22,103.86)
	Insurance	34,700.00	23,136.00	23,133.36	(2.64)
	Utilities	59,750.00	39,832.00	20,736.76	(19,095.24)
	Professional Fees	4,179.00	2,784.00	2,305.82	(478.18)
	Repairs & Maintenance	85,000.00	56,664.00	49,074.01	(7,589.99)
	Automobile	239,720.00	159,816.00	138,660.89	(21,155.11)
	Computer Expenses	13,602.00	9,069.36	10,975.64	1,906.28
	Admin Allocation	289,618.00	193,080.00	189,524.84	(3,555.16)
	Engineering Allocation	10,720.00	7,144.00	8,558.38	1,414.38
	Water Quality Allocation	(210,579.00)	(140,384.00)	(116,621.52)	23,762.48
	NYS Administrative Assessment	13,740.00	9,160.00	0.00	(9,160.00)
	Total Operating Expenses	2,641,463.00	1,760,968.00	1,517,277.57	(243,690.43)
	Total Operating Income	(263,599.00)	(175,720.00)	(74,244.94)	101,475.06
NON-OPERATING REVENUE...					
	Interest Income	38,400.00	25,600.00	24,166.98	(1,433.02)
	Total Non-Operating Expe...	38,400.00	25,600.00	24,166.98	(1,433.02)
	CHANGE IN NET POSITION	(225,199.00)	(150,120.00)	(50,077.96)	100,042.04

**Army Water Line
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$2,022,314.00	\$1,348,208.00	\$1,397,316.17	\$49,108.17
	Total Operating Revenue	2,022,314.00	1,348,208.00	1,397,316.17	49,108.17
OPERATING EXPENSES					
	Depreciation & Amortization	266,100.00	177,400.00	206,879.17	29,479.17
	Salaries	347,210.00	231,472.00	221,634.69	(9,837.31)
	Fringe Benefits	177,041.00	118,032.00	112,470.14	(5,561.86)
	Operation & Maintenance	7,100.00	4,738.64	3,210.00	(1,528.64)
	Water Purchases	686,300.00	457,536.00	343,904.03	(113,631.97)
	Office & Administration	1,100.00	728.00	0.00	(728.00)
	Insurance	27,500.00	18,336.00	18,333.36	(2.64)
	Utilities	19,550.00	13,034.64	7,031.66	(6,002.98)
	Professional Fees	2,257.00	1,504.00	440.63	(1,063.37)
	Repairs & Maintenance	35,600.00	23,730.64	32,587.56	8,856.92
	Admin Allocation	152,867.00	101,912.00	100,011.24	(1,900.76)
	Engineering Allocation	10,197.00	6,800.00	8,260.18	1,460.18
	Water Quality Allocation	94,469.00	62,976.00	48,024.11	(14,951.89)
	NYS Administrative Assessment	10,851.00	7,232.00	0.00	(7,232.00)
	Total Operating Expenses	1,838,142.00	1,225,431.92	1,102,786.77	(122,645.15)
	Total Operating Income	184,172.00	122,776.08	294,529.40	171,753.32
NON-OPERATING REVENUE...					
	Interest Income	20,900.00	13,936.00	13,181.99	(754.01)
	Total Non-Operating Expe...	20,900.00	13,936.00	13,181.99	(754.01)
	CHANGE IN NET POSITION	205,072.00	136,712.08	307,711.39	170,999.31

**Regional Water Line
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$350,705.00	\$233,800.00	\$239,924.65	\$6,124.65
	Total Operating Revenue	350,705.00	233,800.00	239,924.65	6,124.65
OPERATING EXPENSES					
	Depreciation & Amortization	166,800.00	111,200.00	106,786.16	(4,413.84)
	Salaries	33,211.00	22,144.00	19,608.83	(2,535.17)
	Fringe Benefits	16,075.00	10,712.00	9,819.84	(892.16)
	Operation & Maintenance	6,800.00	4,536.00	3,523.00	(1,013.00)
	Water Purchases	76,441.00	50,960.00	58,548.15	7,588.15
	Office & Administration	350.00	232.00	0.00	(232.00)
	Insurance	5,400.00	3,600.00	3,600.00	0.00
	Utilities	25,000.00	16,664.00	13,126.35	(3,537.65)
	Professional Fees	500.00	336.00	0.00	(336.00)
	Repairs & Maintenance	32,500.00	21,672.00	11,698.09	(9,973.91)
	Admin Allocation	17,717.00	11,808.00	11,632.51	(175.49)
	Engineering Allocation	2,747.00	1,832.00	1,409.47	(422.53)
	Water Quality Allocation	7,517.00	5,008.00	4,045.39	(962.61)
	NYS Administrative Assessment	2,149.00	1,432.00	0.00	(1,432.00)
	Total Operating Expenses	393,207.00	262,136.00	243,797.79	(18,338.21)
	Total Operating Income	(42,502.00)	(28,336.00)	(3,873.14)	24,462.86
NON-OPERATING REVENUE...					
	Interest Income	8,600.00	5,736.00	5,747.19	11.19
	Interest Expense	(59,403.00)	(39,600.00)	(9,262.59)	30,337.41
	Total Non-Operating Expe...	(50,803.00)	(33,864.00)	(3,515.40)	30,348.60
	CHANGE IN NET POSITION	(93,305.00)	(62,200.00)	(7,388.54)	54,811.46

**Water Sewer Contracts
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

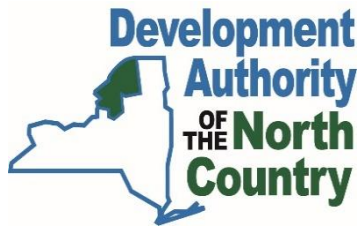
GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$879,320.00	\$586,216.00	\$591,619.11	\$5,403.11
	Total Operating Revenue	879,320.00	586,216.00	591,619.11	5,403.11
OPERATING EXPENSES					
	Salaries	422,367.00	281,568.00	290,746.97	9,178.97
	Fringe Benefits	218,459.00	145,640.00	141,126.66	(4,513.34)
	Operation & Maintenance	51,000.00	34,008.00	31,098.07	(2,909.93)
	Office & Administration	800.00	536.00	0.00	(536.00)
	Insurance	17,300.00	11,536.00	11,533.36	(2.64)
	Admin Allocation	36,558.00	24,376.00	23,974.33	(401.67)
	Engineering Allocation	12,294.00	8,200.00	6,719.05	(1,480.95)
	Water Quality Allocation	108,593.00	72,392.00	64,552.02	(7,839.98)
	NYS Administrative Assessment	4,537.00	3,024.00	0.00	(3,024.00)
	Total Operating Expenses	871,908.00	581,280.00	569,750.46	(11,529.54)
	Total Operating Income	7,412.00	4,936.00	21,868.65	16,932.65
NON-OPERATING REVENUE...					
	CHANGE IN NET POSITION	7,412.00	4,936.00	21,868.65	16,932.65

Engineering
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$1,266,025.00	\$844,016.00	\$751,493.41	(\$92,522.59)
	Total Operating Revenue	1,266,025.00	844,016.00	751,493.41	(92,522.59)
OPERATING EXPENSES					
	Depreciation & Amortization	27,800.00	18,536.00	20,585.58	2,049.58
	Salaries	701,261.00	467,504.00	423,408.81	(44,095.19)
	Fringe Benefits	310,728.00	207,165.36	199,201.76	(7,963.60)
	Operation & Maintenance	89,200.00	59,464.00	40,535.46	(18,928.54)
	Office & Administration	69,161.00	46,104.00	18,962.95	(27,141.05)
	Insurance	26,600.00	17,736.00	17,733.36	(2.64)
	Professional Fees	500.00	336.00	0.00	(336.00)
	Automobile	20,377.00	13,584.00	11,063.14	(2,520.86)
	Computer Expenses	36,806.00	24,536.00	30,324.80	5,788.80
	Admin Allocation	55,463.00	36,976.00	36,316.18	(659.82)
	Engineering Allocation	(82,956.00)	(55,304.00)	(56,964.42)	(1,660.42)
	NYS Administrative Assessment	6,957.00	4,640.00	0.00	(4,640.00)
	Total Operating Expenses	1,261,897.00	841,277.36	741,167.62	(100,109.74)
	Total Operating Income	4,128.00	2,738.64	10,325.79	7,587.15
NON-OPERATING REVENUE...					
	CHANGE IN NET POSITION	4,128.00	2,738.64	10,325.79	7,587.15

**Regional Development
Change In Net Position
For the Eight Months Ending Monday, November 30, 2020**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$162,510.00	\$108,344.00	\$91,021.53	(\$17,322.47)
	Grant Revenue	1,369,000.00	912,664.00	502,580.09	(410,083.91)
	Loan Interest Income	697,000.00	464,664.00	316,387.14	(148,276.86)
	Other Income	42,500.00	28,328.00	30,460.11	2,132.11
	Total Operating Revenue	2,271,010.00	1,514,000.00	940,448.87	(573,551.13)
OPERATING EXPENSES					
	Salaries	370,516.00	247,008.00	210,079.71	(36,928.29)
	Fringe Benefits	161,895.00	107,928.00	96,006.17	(11,921.83)
	Operation & Maintenance	12,000.00	8,000.00	2,420.00	(5,580.00)
	Community Benefits	103,766.00	69,176.00	103,765.74	34,589.74
	Office & Administration	16,200.00	10,836.00	3,471.31	(7,364.69)
	Bad Debt Expense	0.00	0.00	(3,051.85)	(3,051.85)
	Professional Fees	183,627.00	122,436.00	35,296.03	(87,139.97)
	Computer Expenses	750.00	504.00	0.00	(504.00)
	Grants	1,517,500.00	1,011,664.00	1,089,796.57	78,132.57
	Admin Allocation	159,176.00	106,120.00	103,983.27	(2,136.73)
	Engineering Allocation	4,260.00	2,840.00	1,529.92	(1,310.08)
	Total Operating Expenses	2,529,690.00	1,686,512.00	1,643,296.87	(43,215.13)
	Total Operating Income	(258,680.00)	(172,512.00)	(702,848.00)	(530,336.00)
NON-OPERATING REVENUE...					
	Interest Income	382,280.00	254,848.00	153,630.42	(101,217.58)
	Interest Expense	(3,500.00)	(2,336.00)	0.00	2,336.00
	Total Non-Operating Expe...	378,780.00	252,512.00	153,630.42	(98,881.58)
	CHANGE IN NET POSITION	120,100.00	80,000.00	(549,217.58)	(629,217.58)



Board Resolution No. 2021-01-01
January 28, 2021

**ADMIN OFFICE SITE EVALUATION / ACQUISITION
ADMINISTRATIVE CAPITAL BUDGET
EXPENSE SITE EVALUATION EXPENDITURES**

Whereas, pursuant to **Resolution No. 2018-03-19**, the Board of Directors adopted a capital budget for Administrative Office Site Evaluation/Acquisition (10-004) in the amount of \$975,000 to evaluate alternative administrative office sites and to fund the eventual purchase of an alternative office site, and

Whereas, a Board comprised Relocation Committee engaged a local architectural firm to assist in space planning and completing site assessment of alternative administrative office locations, and

Whereas, to date, the Relocation Committee has reviewed in excess of 10 alternative locations and due to the impacts of COVID; 1) increased cost of construction, and 2) uncertainty of future office space requirements as a potential result of telecommuting, the new administrative building has been placed on hold, and

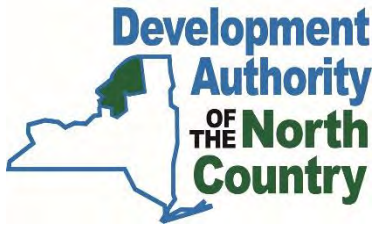
Whereas, to date, expenditures of \$72,427.09 have been incurred in completing space planning requirements, preliminary conceptual design work, and conducting site assessments of alternative administrative office space, and

Whereas, the \$72,427.09 in site assessment cost should be classified as a consulting expense in the current fiscal year and not a capital cost as the acquisition of a new administrative office building has been put on hold, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country herewith authorizes an increase in Consulting Expense (GL 5970) in the Authority's Administrative Division from \$3,500 to \$76,000, and be it further

RESOLVED, the \$72,427.09 in expenditures charged to capital project 10-004 (Administrative Office Site Evaluation / Acquisition) be reclassified as a Consulting Expense (GL 5970).



Board Resolution No. 2021-01-02
January 28, 2021

AMENDING FLEET MANAGEMENT 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 Management has recommended amending the Fleet Management Policy to add employee requirements for reporting certain traffic violations, revamping attachment 1 and 2, adding attachment 3 as a new requirement prior to employees taking an assigned vehicle for use, clarifying the imputed income requirements and various other small changes, and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the attached Fleet Management Policy.

Development Authority of the North Country Governance Policies



Subject: **Fleet Management Policy**

Adopted: **01-28-2021**

Resolution: **2021-01-02**



FLEET MANAGEMENT POLICY

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SECTION 1.0 SUMMARY

This document establishes the Development Authority of the North Country's policy for the acquisition, maintenance, acceptable use and designation of Authority light duty, over-the-road vehicles, including cars, pick-up trucks and SUV's. This policy shall apply to all Authority employees authorized by the Authority to use company and personal vehicles for business use.

SECTION 2.0 PURPOSE & BACKGROUND

The purpose of this policy is to establish criteria and procedures for the acquisition, maintenance, acceptable use and designation of Authority owned or leased vehicles. Use of the vehicle is a benefit granted by the Authority, subject to change at the direction of Authority management. This policy shall apply to all Authority employees authorized by the Authority to use vehicles, and establishes a single policy to guide vehicle management practices.

SECTION 3.0 FLEET MANAGER

A Fleet Manager will be designated by the Executive Director, and be responsible for the following:

- a. Evaluate and recommend all vehicle procurement actions to the Executive Director, and direct authorized procurements
- b. Review vehicle designations and use agreements
- c. Establish and implement maintenance procedures
- d. Identify surplus vehicles for sale or disposition
- e. Maintain vehicle documentation, history and other records
- f. Monitor direct and indirect fleet costs

SECTION 4.0 VEHICLE ACQUISITION

4.1 The acquisition, designation and use of vehicles shall be based on all available options for securing transportation. This should reflect the statewide policy objectives of using the most economical means of transportation, acquiring vehicles in a cost-effective manner, and becoming more energy efficient and environmentally aware in accordance with the Federal Energy Policy Act (EPAAct), Executive Order No. 111 and Executive Order No. 142.

A. Light Duty Vehicles: The purchase or lease of light duty vehicles (Class I – compact/subcompact sedans) will be focused on obtaining the most fuel-efficient vehicles available on State Contract that will meet the operational needs of the users. When purchasing vehicles, the use of Discretionary MWBE will be considered providing that pricing is competitive with what can be obtained on State Contract. Non-State contract vehicles will be considered only when necessary. The purchase or lease of larger vehicles, small trucks and 4-wheel drive vehicles will be determined based on the following:

1. Service vehicle use requirements, if applicable
2. Significant off-road or undeveloped road travel in the course of job accomplishment
3. Significant winter time travel in areas that have high accumulations of snow
4. A significant need for towing and passenger carrying capability
5. Additional passenger and/or cargo room is required and/or other special circumstances apply

B. Acquisition Analysis: Most vehicle acquisitions made by the Authority will be for the replacement of existing assets, however new (additional) vehicles will be purchased by the Authority as required and pursuant to Board authorization.

1. **Replacement Vehicles:** Vehicles may be eligible for replacement based on the following factors:
 - a. **Age:** When a vehicle is ten or more years of age.
 - b. **Mileage:** When a vehicle has accumulated over 100,000 miles.
 - c. **Use:** Vehicles used primarily for on-road purposes may be replaced sooner than those used primarily for off-road purposes (i.e., landfill vehicles).
 - d. **Damage:** Vehicles that have been involved in an accident and damaged beyond repair.
 - e. **Deterioration:** Once a vehicle deteriorates to the extent that it is no longer economically repairable.
 - f. **Lease Expiration:** If applicable.
2. **New (additional) Vehicles:** New vehicles will be purchased only in support of new tasks. Prior to making any purchases of new vehicles, full consideration will be given to the ability to satisfy the new requirement via realignment of existing vehicles in the fleet.
3. **Purchase Analysis:** The Authority will adhere to its Procurement Policy for the acquisition of fleet vehicles. Authority staff shall consider NYS Contract pricing, MWBE Discretionary, etc. On a periodic basis, the Fleet Manager may consider the cost vs benefit of leasing vehicles; such review shall be conducted and documented as deemed appropriate. In most cases, unless other determining factors outweigh the cost vs. benefit, the lowest long-term cost option will be selected.

4.2 In all cases, written justification for replacement of new vehicles will be prepared, along with justification of the specific vehicle selected, which will include a written analysis of appropriateness of vehicle type. If the lowest long-term cost option will not be selected, a written justification detailing other determining factors will be included with the analysis. Such justification will be prepared by the Fleet Manager and approved by the Executive Director.

SECTION 5.0 VEHICLE DESIGNATION

5.1 The Executive Director shall not be assigned a permanent vehicle, but shall have unrestricted use of fleet vehicles.

5.2 Certain on call response employees may be assigned long-term use of vehicles as authorized by the Executive Director. Such designations will be considered only to the extent that the primary work tasks for each of these employees is to service multiple Authority and customer facilities throughout the region, and provide emergency response thereto. All employees assigned a company vehicle must execute a Vehicle Use Agreement (attachment 1), an Imputed Income Statement (attachment 2) and Initial Inspection Form (attachment 3).

5.3 The Fleet Manager will review the use of all vehicles, including an analysis of underused vehicles, and will recommend adjustments in the designation of vehicles in order to maximize the useful life of the vehicles.

5.4 The taxable value of use of an employer provided non-exempt¹ vehicle is subject to income and Social Security/Medicare taxes and must be report as income on an employee's W-2 Statement. The Authority will withhold Federal, State, Local, and Social Security/Medicare taxes as required. The amount is not considered salary for the purposes of computing retirement benefits. An employee provided with an Authority vehicle to drive to and from work for valid business reasons in accordance with this policy shall report the value of the personal use (commuting) for taxable purposes for the period from November through October for each year. The report shall be made by the employee completing and signing the appropriate Authority form (attachment 2). **All report forms must be submitted to the Authority Fleet Manager no later than November 15th, or W-2 Statements will have to be held and corrected W-2 Statements reissued.**

An employee using an Authority vehicle is subject to taxation on the value of commuting when an employee leaves their house using an assigned company vehicle and reports to any location to perform work related duties. The trip from their house to the work location is one trip. The trip from a work location to home is another trip.

There are two methods contained in the Internal Revenue Code (Publication 15-B) to determine the taxable value of personal use of the Authority provided vehicle, but because Authority employees are prohibited from using the vehicle for personal purposes under this policy, they may only use one method, the "Commuting Rule," for reporting. The IRS determines the value of each one-way commute (or trip). This amount shall be adjusted per IRS guidelines as appropriate.

5.5 Motor Pool Vehicles: All other vehicles shall be considered motor pool vehicles. All drivers must comply with vehicle use guidelines and will sign a Vehicle Use Agreement (attachment 1). The Fleet Manager will review the use of all pool vehicles, including an analysis of underused vehicles, and will recommend and/or implement adjustments as required. A Vehicle Manager at each location will be named for each motor pool vehicle to ensure compliance with these policies and effective utilization. The Vehicle Manager will serve as the point of contact for the Fleet Manager.

5.6 Each year and as part of the annual budget process, the Fleet Manager will provide a detailed fleet spreadsheet to Division Managers and Executive Management. Such fleet spreadsheet will include: vehicle description (year, make, model), actual miles per vehicle, acquisitions and elimination of vehicles, number of alternative fuel vehicles in the fleet, number of vehicles with specialized alterations, Division, driver. Subsequent to review with Managers, the Fleet Manager will make recommendations to Executive Management for acquisition or elimination of vehicles. If a vehicle is leased, the lease expiration, lease number, monthly payment, vendor, and miles allowed by lease will be provided.

Also, as part of the annual budget process, the Fleet Manager will review any underused vehicles and provide a written justification for retaining any vehicles with annual mileage under 10,000.

SECTION 6.0 VEHICLE USE

6.1 Vehicle Use Guidelines:

- A.** All drivers must have a fully executed Vehicle Use Agreement on file with Human Resources; have a New York State driver license, and any necessary endorsements. A driver license must be current and not under suspension. If an employee's driver license is suspended or revoked, HR must be notified immediately.

¹ The Authority has no vehicles which are exempt under the Code at the time of this revision.

- B. All employees receiving a traffic violation (moving or non-moving) while in a company vehicle must report the violation to their manager and HR. Employees in a personal vehicle, but on company time, who receive a moving violation must report the violation to their manager and HR.
- C. All employees utilizing their own personal vehicles for business related activities must maintain personal automobile liability insurance coverage.
- D. Drivers must comply with all traffic laws and regulations and are liable for any penalties resulting from violating traffic laws and regulations that are caused or incurred by his/her operation of a vehicle (e.g., speeding or parking tickets).
- E. HR will obtain and review employee Motor Vehicle Records periodically to ensure compliance with Authority policy requirements.
- F. Those employees that are required to operate an Authority vehicle must attend a Defensive Driving course and Vehicle Safety Training offered by the Authority as required.
- G. Those employees assigned an Authority vehicle must complete an Initial Vehicle Inspection Form (Attachment 3) prior to driving the vehicle for the first time. Completed forms should be signed by the employee, approved by the employee's manager and sent to the Fleet Manager for review and retention.
- H. All vehicles will be used for **official Authority business only**. Only those passengers and/or materials necessary to conduct this business will be transported. It is the shared responsibility of the Fleet Manager, managers, supervisors, and employees to ensure that vehicles are used properly. The misuse of a vehicle may result in appropriate disciplinary action.
- I. Employees driving an assigned vehicle shall keep an updated logbook that includes the date of travel, the beginning mileage, the destination and the ending mileage and any other information as prescribed by the Fleet Manager. This logbook will be provided by the Fleet Manager. Completed books should be turned into the Division Manager or Vehicle Manager for retention. For pool vehicles, employees shall complete the same information per trip, along with the name of the employee using the vehicle.
- J. Except for landfill vehicles, which may receive on-site fuel and/or maintenance, all vehicles are provided a vehicle specific fuel card. Drivers are assigned a PIN number which must be used with any fuel card purchase. **All** purchases of fuel, maintenance and other items needed for the operation of a fleet vehicle, and emergency repairs (e.g. flat tire) will be made using **only** the fuel card. Only in an emergency situation where the repair shop does not accept the fuel card, may vehicle maintenance be secured with a personal credit card or cash; however, to the extent possible, employees shall contact the Fleet Manager or immediate supervisor before emergency repairs are completed. All purchases must be accompanied by a proper receipt; payment for purchases not accompanied by proper documentation will be the responsibility of the operator. Procedures for purchasing fuel require the operator to enter a PIN number and current odometer reading. All fuel purchase transactions made with the fuel card shall be done inside. The fuel card will not be swiped at the gas pump unless there is no other option. The Fleet Manager will review fuel card monthly statements to verify specific transaction information including, but not limited to: date, time, location, amount, and type of each purchase. In addition, detailed fleet management transaction reporting, such as the average mileage of vehicles or the frequency and timing of purchases will be monitored to assist the Fleet Manager in evaluating employee compliance with this Policy and scheduling maintenance. Use of the fuel card for personal vehicles is not authorized,

and may result in revocation of the vehicle use benefit, or other disciplinary action as appropriate.

- K.** Use of seat belts by drivers and all passengers, regardless of seating locations, is mandatory.
- L.** Because of the potential safety risks involved and to ensure compliance with State law, the use of hand-held mobile phones while operating an Authority vehicle, is prohibited. Hands free phones and communication devices can be used while operating an Authority vehicle.
- M.** The sending or viewing of emails or text messages while driving is strictly prohibited.
- N.** The use of headlights is required at all times. Vehicles equipped with daytime running lights may utilize that function during daylight hours. All other vehicles will turn on the headlights while operating the vehicle.
- O.** A vehicle will never be operated by an individual when under the influence of alcohol, illegal drugs, or prescription drugs that impair the ability to operate a motor vehicle. Also, possession and/or use of alcohol, illegal drugs, or other intoxicating substances in an Authority vehicle are strictly prohibited.
- P.** The carrying of firearms and other weapons in an Authority vehicle is prohibited, with the exception of special situations at the MMF, which may require the use of a firearm to euthanize injured and/or nuisance wildlife. (Refer to the Health & Safety Manual for further details).
- Q.** Authority vehicles will be secured and locked when left unattended.
- R.** An Authority vehicle is considered an extension of the workplace. As such, smoking in the vehicle is prohibited.
- S.** When an employee is in official travel status (more than 100 miles from both the official duty station and place of residence), the employee is on official business. Employees in travel status are permitted to use Authority vehicles for transportation to home, eating places, and other places for reasonable necessities and amenities incidental to a field trip or other official business. An Authority vehicle may be taken home the day prior to and the last day of a planned trip when waiting to obtain or prematurely returning a vehicle would result in inefficient use of human or fiscal resources.
- T.** Employees are not permitted to use Authority vehicles for personal reasons, including stops for food and drink, unless the use is incidental to official business. An example is employees whose duties necessitate "in-service" area travel (traveling within a 100 mile radius of their official work station on Authority business) for the majority of their day. In such circumstances, employees are allowed to stop for food or drink purchases or required meal breaks. Employees that spend the majority of their day at their duty station should not use Authority vehicles for personal reasons while out on official Authority business. Any circumstances outside of this would need prior approval from the appropriate Division Manager.
- U.** All Authority vehicles are required to have official license plates and logos, except as authorized by the Executive Director.
- V.** Except as required by traffic, weather, or road conditions, travel should be by the most direct route possible, taking into consideration cost effectiveness, actual distance traveled, and the time to travel such distance.

6.2 Selection of Authority/Private/Rented Vehicle Support:

The most cost-efficient means of vehicle transportation will be used whenever possible. Initial consideration will always be given to the use of an Authority vehicle whenever one is available.

If it is determined more cost-efficient or if use of an Authority vehicle is inappropriate, with the manager's approval, employees may choose to use their personal car. If an Authority vehicle is not available or is inappropriate and the employee chooses not to use their personal vehicle, use of a rental vehicle is authorized with prior approval of the manager. Managers should use sound fiscal management principles when determining if employees use an Authority vehicle, their own vehicles with reimbursement, or a rental vehicle. The goal of this policy is to be cost-efficient yet flexible given the specific circumstances.

Exceptions to the use of an Authority vehicle include:

1. Employees with physical disabilities or who have a documented medical condition requiring use of a personal or specially equipped vehicle.
2. Manager approval of the use of a privately owned vehicle or rental vehicle when use of an Authority vehicle would likely raise the perception of misuse of public assets or be counterproductive such as during an investigation.
3. Manager approval of the use of a privately owned vehicle or rental vehicle when use of an Authority vehicle would present an unwarranted and counterproductive hardship on the employee (e.g., employees traveling from an end-of-day meeting which would require backtracking to pick up a personal vehicle from a work location).
4. The Authority may not dedicate a vehicle to specific individuals except in extraordinary circumstances approved by the Executive Director, and the use of such vehicle shall strictly be for carrying out Authority duties.

6.3 Parking Authority Vehicles:

It is the policy of the Authority that all vehicles shall be parked at official Authority facilities except those vehicles designated to employees per Section 5.0.

6.4 Vehicle Misuse:

The unauthorized and/or inappropriate use of a vehicle is considered misuse and includes the following:

1. Use of the vehicle for personal gain
2. Transportation of family or friends in support of non-work related activities
3. Loaning of the vehicle to a non-Authority employee

The unauthorized or inappropriate use of an Authority vehicle or any violation of this policy may result in the revocation of Authority vehicle use privileges and may subject an employee to formal disciplinary actions.

SECTION 7.0 VEHICLE PREVENTATIVE MAINTENANCE

The Fleet Manager is responsible for overseeing the routine service and maintenance of all vehicles. Vehicle service and maintenance will be performed per factory recommendations

specific to each manufacturer and vehicle. A minimum of once a month, the Fleet Manager will record the odometer reading of all Authority Over the Road (OTR) vehicles in a computerized maintenance program. The computerized maintenance program is pre-programmed for vehicle preventative maintenance based upon set mileage intervals, with the exception of some vehicles that are based on a time interval because of minimal mileage. The maintenance program will generate a work order when the threshold for the next preventative maintenance service is reached. An auto-generated email notification that a work order has been created is sent to the Fleet Manager and the designated Vehicle Manager. The Vehicle Manager will notify the driver of the assigned vehicle and what service is required. The driver of the vehicle then performs the service or maintenance on the vehicle and returns the receipt or invoice to the Vehicle Manager, who enters the information into the computerized maintenance program. Drivers will not have routine Preventative Maintenance work performed in advance of a work order being generated without the authorization of the Fleet Manager. If the Preventative Maintenance work is warranted prior to the next mileage interval being reached, the Fleet or Vehicle Manager will manually create a work order for the service. The Fleet Manager tracks any and all service and maintenance through both the computerized maintenance system and the fuel card monthly invoice. The Fleet Manager will review mileage on each vehicle on a monthly basis. The average monthly mileage will determine which, if any, vehicles should be rotated to ensure maximum vehicle utilization. The Fleet Manager will notify the Division Manager of any driver who is not performing scheduled maintenance as required, and follow-up until in compliance.

SECTION 8.0 UNSCHEDULED MAINTENANCE

The Fleet Manager will be notified immediately by the driver of the vehicle of the need for unscheduled maintenance, including recalls, warranty work, general body repair or tire wear, and vehicle modifications or accessories. The Fleet Manager will assess the unscheduled maintenance and make the determination as to where and when repairs will be made. Generally, maintenance is performed in-house or is authorized through a purchase order. A work order must be prepared by either the Fleet or Vehicle Manager for all unscheduled maintenance. Any invoices for parts, outside labor or other costs must be entered in the work order and supporting documentation attached. When the work order is prepared by the Vehicle Manager, the Fleet Manager must be listed on the work order (as supervisor) so as to receive notifications when work orders are generated and work is being done on Authority vehicles.

SECTION 9.0 EMERGENCY MAINTENANCE

For emergency repairs, the vehicle shall be driven or towed to a secure location. If emergency repairs are required, employees shall contact the Fleet Manager or immediate supervisor before emergency repairs are completed. Minimum essential vehicle repairs may be accomplished using the fuel card. Only in an emergency situation where the repair shop does not accept the fuel card, may vehicle maintenance be secured with a personal credit card or cash. A work order must be created for all emergency repairs and all costs captured in the work order.

SECTION 10.0 OPERATOR RESPONSIBILITY

All drivers of an Authority vehicle are responsible for the proper care of the vehicle. The following operator care procedures will be followed:

1. Drivers will ensure that the engine coolant and oil levels are maintained at the proper level. The lights, wipers, belts and transmission fluid will be checked and corrective action taken as needed.
2. Tire pressure will be checked and properly maintained.

3. When needed, drivers will change flat tires, if possible, or make arrangements to have them changed. Tire replacement must be pre-approved by the Fleet Manager before purchase. A work order must be created for all tire purchases and the costs captured in the work order. Tire purchases will be at the nearest OGS contract facility. Exceptions will be on an emergency basis only.
4. Drivers will be responsible for completing scheduled maintenance as required.
5. Warranty issues will be reported to the Fleet Manager and scheduled for repair at the nearest dealer facility. A work order must be created to document the repairs, even if there is no charge for the repairs.
6. Annual New York State vehicle inspections will be performed at the MMF site whenever practical.
7. Drivers will be responsible for keeping the vehicle clean.

SECTION 11.0 VEHICLE ACCIDENT REPORTING PROCEDURES

Vehicle Accident Reporting Procedures: The Operator of any Authority vehicle involved in an accident will ensure the incident is reported as outlined in the Health & Safety Manual. An Accident Report Form, copies of which will be kept in each vehicle, shall be completed and filed within 24 hours of the incident.

Revision/Review Approval Date: April 10, 2007
Revision/Review Approval Date: March 27, 2008
Revision Date: March 13, 2009
Revision Date: July 2, 2009; Resolution No. 2009-07-05
Revision Date: December 3, 2009; Resolution No. 2009-12-10
Revision Date: August 26, 2010; Resolution No. 2010-08-03
Revision Date: March 23, 2017; Resolution No. 2017-03-29
Revision Date: January 28, 2021; Resolution No. 2021-01-02

Attachment 1

FLEET MANAGEMENT POLICY
Vehicle Use Agreement

I have been approved to drive an Authority vehicle or have been authorized to drive my personal vehicle on company time and acknowledge and understand the following terms and conditions:

1. When the Authority makes a vehicle available for my use, I will use it for the performance of my official duties only and the subject vehicle will not be used for personal business.
2. Unauthorized use of any Authority vehicle may result in the revocation of vehicle privileges and cause me to be subject to appropriate disciplinary measures.
3. If I am assigned an Authority vehicle, I agree to provide the Fleet Manager with an actual statement of personal use as stated in Section 5.4 and attachment #2 of the policy.
4. I am responsible for the proper care of the Authority vehicle. I will maintain the vehicle pursuant to the Fleet Management Policy. If driving a pool vehicle, I will notify the proper Vehicle Manager if vehicle maintenance is needed.
5. At no time will non-Authority passengers be traveling in an Authority vehicle with the exception of work related matters and emergencies.
6. I have a valid New York State driver license for the vehicle I will be operating. If my license ever becomes suspended, revoked, or restricted, I will notify my manager immediately and I realize that my vehicle privileges may be impacted.
7. If I receive a traffic violation (moving or non-moving) in a company vehicle, I will report that violation to my manager and HR as soon as possible but no later than the next business day. If I am in my personal vehicle, but on company business, and receive a moving violation I will report that violation to my manager and HR as soon as possible but no later than the next business day.
8. When driving a personal vehicle for business related activities, I will maintain personal automobile liability insurance coverage.
9. I understand that I am required to attend the Defensive Driving course and Vehicle Safety Training provided by the Authority.
10. I have read, understand and agree to follow the Fleet Management Policy.

The undersigned acknowledges the above statements:

Employee Name

Date

Attachment 2

**ACTUAL STATEMENT OF PERSONAL USE
FOR AUTHORITY PROVIDED VEHICLE**

Reporting Year: November 1, 20xx – October 31, 20xx

THIS FORM IS TO BE COMPLETED BY AUTHORITY EMPLOYEES THAT ARE PROVIDED AN AUTHORITY VEHICLE FOR AUTHORITY BUSINESS PURPOSES. PLEASE COMPLETE THIS FORM BY COMPUTING THE ACTUAL NUMBER OF TRIPS (HOME TO WORK LOCATION and WORK TO HOME LOCATION) MADE BETWEEN NOVEMBER 1, 20xx AND OCTOBER 31, 20xx UTILIZING AN AUTHORITY PROVIDED VEHICLE.

Please complete sections 1 & 2 below, sign and submit to the Fleet Manager no later than November 15th.

EMPLOYEE NAME: _____

#1 SPECIAL COMMUTING RULE

_____ X \$ _____ * = _____
ACTUAL NO. TRIPS COMMUTING TAXABLE FRINGE BENEFIT AMOUNT
(From home to any work location is considered one trip and any work location to home is considered one trip) *(Amount will be reported on W-2)*

#2 USE THE 20xx ACTUAL # OF TRIPS AS MY ESTIMATE FOR 20xx

YES _____ NO _____

If NO, what will your estimated # of trips be for 20xx? _____

EMPLOYEE SIGNATURE

DATE

* Note: See Internal Revenue Service Publication 15-B, "Commuting Rule" section for the most recent value of one way commute or call the Authority Comptroller for the current value.

Attachment #3

Initial Vehicle Inspection Form

(To be completed by the employee once they are assigned a company vehicle)

INSPECTION		
DATE:	NAME:	DIVISION:
VEHICLE:	PLATE #:	MILEAGE:
EXTERIOR (CHECK IF WORKING/FREE FROM DEFECT)		
HEADLIGHTS (HIGH & LOW BEAMS)		<input type="checkbox"/>
TAIL LIGHTS		<input type="checkbox"/>
BRAKE LIGHTS		<input type="checkbox"/>
TURN SIGNALS (FRONT & REAR)		<input type="checkbox"/>
4-WAY FLASHERS (FRONT & REAR)		<input type="checkbox"/>
REVERSE LIGHTS (BACK-UP LIGHTS)		<input type="checkbox"/>
LICENSE PLATE LIGHT		<input type="checkbox"/>
WINDSHIELD & WINDOWS		<input type="checkbox"/>
WINDSHIELD WIPER BLADES		<input type="checkbox"/>
MIRRORS		<input type="checkbox"/>
EXTERIOR- BODY (CHECK IF PRESENT AND USE DIAGRAM TO DESCRIBE AND SHOW LOCATION)		
MINOR SCRATCHES		<input type="checkbox"/>
MAJOR SCRATCHES		<input type="checkbox"/>
EXTERIOR DENTS (MINOR)		<input type="checkbox"/>
EXTERIOR DENTS (MAJOR)		<input type="checkbox"/>
OTHER EXTERIOR DAMAGE		<input type="checkbox"/>
TIRES (CHECK IS ACCEPTABE)		
GENERAL CONDITION (LOOK FOR CRACKS, UNEVEN WEAR, ETC...)		<input type="checkbox"/>
TREAD DEPTHS (5/32" MINIMUM)		<input type="checkbox"/>
TIRE PRESSURE (CHECK VEHICLE DRIVERS MANUAL FOR SPECS)		<input type="checkbox"/>
INTERIOR		
GENERAL CONDITION (NOTE ANY STAINS, DAMAGES, CLEANLINESS):		
GAUGES/WARNING LIGHTS (LIST ANY INDICATORS THAT ARE ON):		

SEAT BELTS (CORRECT NUMBER AND WORKING)	<input type="checkbox"/>
HORN (CHECK IF WORKING)	<input type="checkbox"/>
COMMENTS	
USE THIS SECTION TO NOTE ANY CONCERNS (I.E. NOISES THE VEHICLE IS MAKING OR OTHER DAMAGES NOT DESCRIBED ABOVE):	

Complete this form and **return to the Fleet Manager**.

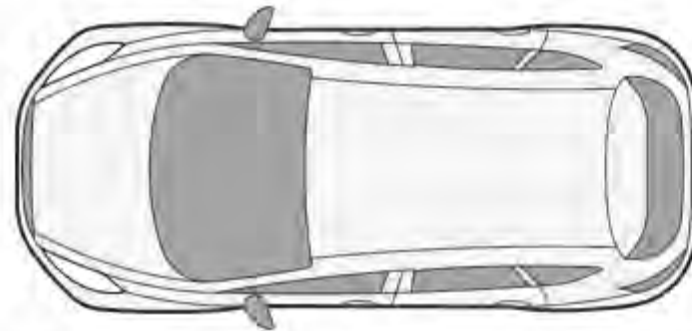
This form will be uploaded into the asset software under the appropriate vehicle asset.

Completed by: _____ Date: _____

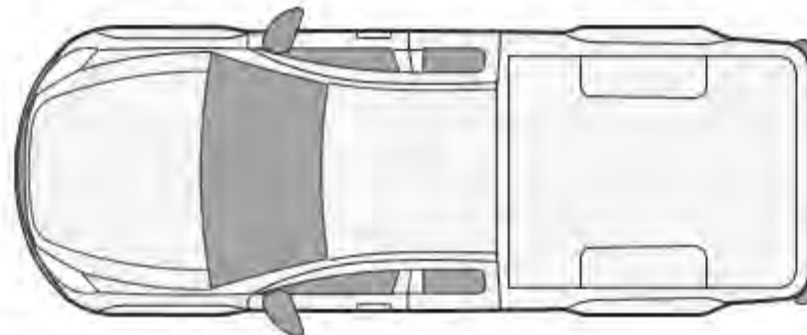
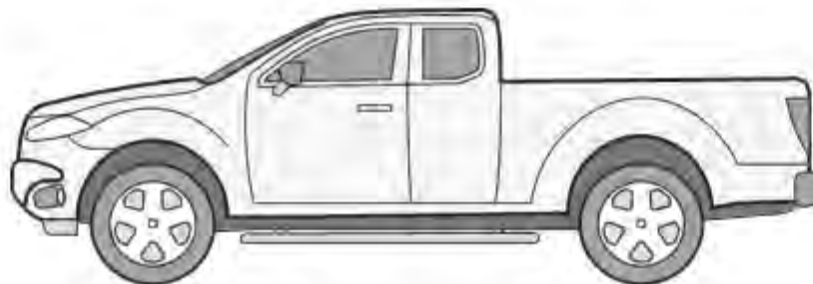
Manager Approval: _____ Date: _____

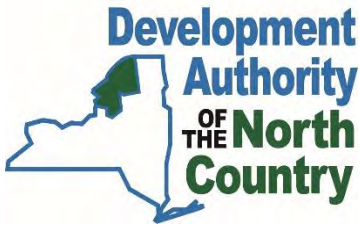
VEHICLE EXTERIOR - DAMAGE REPORT

SUV



PICK UP





Board Resolution No. 2021-01-03
January 28, 2021

**PUBLIC AUTHORITIES REPORTING INFORMATION SYSTEM (PARIS)
FIVE YEAR BUDGET AND FINANCIAL PLAN FOR FYE 2022
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

Whereas, due to the COVID Pandemic, the Board Meeting scheduled in December 2020 was cancelled and the five year budget and financial plan was approved for submission by the Chairman of the Board and Executive Director, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country herewith reaffirms the submittal of the five year budget and financial plan for FYE 2022 in PARIS, as attached hereto, and reaffirms posting said plan to the Authority's website.

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2022

Run Date: 12/18/2020

Status: CERTIFIED

Certified Date: 12/18/2020

Budget & Financial Plan

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

	Last Year (Actual) 2020	Current Year (Estimated) 2021	Next Year (Adopted) 2022	Proposed 2023	Proposed 2024	Proposed 2025
REVENUE & FINANCIAL SOURCES						
Operating Revenues						
Charges For Services	\$22,262,952.00	\$22,849,384.00	\$23,252,793.00	\$23,799,358.00	\$24,018,130.00	\$24,698,444.00
Rentals & Financing Income	\$635,971.00	\$697,000.00	\$697,000.00	\$697,000.00	\$697,000.00	\$697,000.00
Other Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Operating Revenues						
Investment Earnings	\$2,702,221.00	\$1,736,937.00	\$1,736,937.00	\$1,736,937.00	\$1,736,937.00	\$1,736,937.00
State Subsidies / Grants	\$2,189,600.00	\$1,622,312.00	\$1,526,934.00	\$30,000.00	\$30,000.00	\$30,000.00
Federal Subsidies / Grants	\$223,510.00	\$90,000.00	\$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	\$0.00	\$12,179,428.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenues & Financing Sources	\$28,014,254.00	\$39,175,061.00	\$27,213,664.00	\$26,263,295.00	\$26,482,067.00	\$27,162,381.00
EXPENDITURES						
Operating Expenditures						
Salaries And Wages	\$8,648,346.00	\$9,482,600.00	\$9,767,078.00	\$10,060,090.00	\$10,361,893.00	\$10,672,750.00
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	\$9,982,646.00	\$12,123,129.00	\$11,771,240.00	\$12,041,865.00	\$12,239,621.00	\$12,634,676.00
Non-Operating Expenditures						
Payment Of Principal On Bonds And Financing Arrangements	\$763,783.00	\$999,666.00	\$1,017,229.00	\$1,034,887.00	\$691,476.00	\$696,109.00
Interest And Other Financing Charges	\$517,768.00	\$721,047.00	\$703,275.00	\$682,101.00	\$658,965.00	\$645,967.00
Subsidies To Other Public Authorities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Asset Outlay	\$13,720,317.00	\$26,099,874.00	\$4,043,100.00	\$4,086,575.00	\$2,244,244.00	\$2,434,626.00
Grants And Donations	\$731,175.00	\$1,117,500.00	\$498,940.00	\$0.00	\$0.00	\$0.00
Other Non-Operating Expenditures	\$1,390,275.00	\$400,000.00	\$997,994.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$35,754,310.00	\$50,943,816.00	\$28,798,856.00	\$27,905,518.00	\$26,196,199.00	\$27,084,128.00
Capital Contributions	\$7,994,746.00	\$11,845,814.00	\$1,800,000.00	\$2,200,000.00	\$120,000.00	\$370,000.00
Excess (Deficiency) Of Revenues And Capital Contributions Over Expenditures	\$254,690.00	\$77,059.00	\$214,808.00	\$557,777.00	\$405,868.00	\$448,253.00

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2022

Run Date: 12/18/2020

Status: CERTIFIED

Certified Date:12/18/2020

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

Additional Comments

Due to the COVID pandemic, the Development Authority of the North Country December board meeting was cancelled and the board will review in January 2021. This posting was authorized by the Chairman of the Board & Executive Director to meet reporting timeline.

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

<u>REVENUE & FINANCING SOURCES</u>	FYE 2020 ACTUAL	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025
Operating Revenues						
Charges for services	\$ 22,262,952	\$ 22,849,384	\$ 23,252,793	\$ 23,799,358	\$ 24,018,130	\$ 24,698,444
Rental & financing income	\$ 635,971	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000
Other Operating Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Operating Revenues						
Investment earnings	\$ 2,702,221	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937
State subsidies/grants	\$ 2,189,600	\$ 1,622,312	\$ 1,526,934	\$ 30,000	\$ 30,000	\$ 30,000
Federal subsidies/grants	\$ 223,510	\$ 90,000	\$ -	\$ -	\$ -	\$ -
Municipal subsidies/grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public authority subsidies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nonoperating Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Proceeds from the issuance of debt	\$ -	\$ 12,179,428	\$ -	\$ -	\$ -	\$ -
Total Revenues and Financing Sources	\$ 28,014,254	\$ 39,175,061	\$ 27,213,664	\$ 26,263,295	\$ 26,482,067	\$ 27,162,381
 <u>EXPENDITURES</u>						
Operating Expenditures						
Salaries & Wages	\$ 8,648,346	\$ 9,482,600	\$ 9,767,078	\$ 10,060,090	\$ 10,361,893	\$ 10,672,750
Other employee benefits						
Professional Service Contracts						
Supplies and Materials						
Other Operating Expenditures	\$ 9,982,646	\$ 12,123,129	\$ 11,771,240	\$ 12,041,865	\$ 12,239,621	\$ 12,634,676
Non operating Expenditures						
Payment on principal on bonds and financing arrangements	\$ 763,783	\$ 999,666	\$ 1,017,229	\$ 1,034,887	\$ 691,476	\$ 696,109
Interest and other fiscal charges paid on debt	\$ 517,768	\$ 721,047	\$ 703,275	\$ 682,101	\$ 658,965	\$ 645,967
Subsidies to other public authorities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital asset outlay	\$ 13,720,317	\$ 26,099,874	\$ 4,043,100	\$ 4,086,575	\$ 2,244,244	\$ 2,434,626
Grants and Donations	\$ 731,175	\$ 1,117,500	\$ 498,940	\$ -	\$ -	\$ -
Other Non-Operating Expenditures	\$ 1,390,275	\$ 400,000	\$ 997,994	\$ -	\$ -	\$ -
Total Expenditures	\$ 35,754,309	\$ 50,943,816	\$ 28,798,856	\$ 27,905,518	\$ 26,196,198	\$ 27,084,127
<u>CAPITAL CONTRIBUTIONS</u>	\$ 7,994,746	\$ 11,845,814	\$ 1,800,000	\$ 2,200,000	\$ 120,000	\$ 370,000
Excess (deficiency) of revenues and capital contributions over expenditures	\$ 254,691	\$ 77,059	\$ 214,808	\$ 557,777	\$ 405,869	\$ 448,253

Consolidated (All Companies)

..\\20 Work\FYE 2020 Audit\Audit Workpapers - 03312020\TAB 1 - Final TB, Audit\Audit Reports

	FYE 2020 ACTUAL	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025
REVENUE:						
Customer Billings	\$ 22,262,952	\$ 22,849,384	\$ 23,252,793	\$ 23,799,358	\$ 24,018,130	\$ 24,698,444
Deferred Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 2,702,221	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937	\$ 1,736,937
Loan Interest Income	\$ 635,971	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000
Grant Income	\$ 2,413,110	\$ 1,712,312	\$ 1,526,934	\$ 30,000	\$ 30,000	\$ 30,000
Proceeds for the Issuance of Debt	\$ -	\$ 12,179,428	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 28,014,254	\$ 39,175,061	\$ 27,213,664	\$ 26,263,295	\$ 26,482,067	\$ 27,162,381
OPERATING EXPENSES						
Personnel	\$ 8,648,346	\$ 9,482,600	\$ 9,767,078	\$ 10,060,090	\$ 10,361,893	\$ 10,672,750
Operations & Maintenance	\$ 7,508,616	\$ 10,063,450	\$ 9,733,105	\$ 9,951,855	\$ 10,175,704	\$ 10,404,772
Host Community Benefits	\$ 861,006	\$ 884,027	\$ 901,708	\$ 919,742	\$ 938,137	\$ 956,899
Administration	\$ 982,800	\$ 3,294,221	\$ 3,366,427	\$ 3,440,268	\$ 3,515,780	\$ 3,593,004
Contingency	\$ -	\$ 49,580	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Bad Debt	\$ 630,224	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Offset	\$ -	\$ (2,168,149)	\$ (2,300,000)	\$ (2,340,000)	\$ (2,460,000)	\$ (2,390,000)
Total Operating Expenses	\$ 18,630,992	\$ 21,605,729	\$ 21,538,318	\$ 22,101,955	\$ 22,601,514	\$ 23,307,425
NON OPERATING EXP						
Principal Payments	\$ 763,783	\$ 999,666	\$ 1,017,229	\$ 1,034,887	\$ 691,476	\$ 696,109
Interest Expense	\$ 517,768	\$ 721,047	\$ 703,275	\$ 682,101	\$ 658,965	\$ 645,967
Bond Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants & Donations	\$ 731,175	\$ 1,117,500	\$ 498,940	\$ -	\$ -	\$ -
Other Non-Operating Expenses	\$ 1,390,275	\$ 400,000	\$ 997,994	\$ -	\$ -	\$ -
Capital Asset Outlay	\$ 13,720,317	\$ 26,099,874	\$ 4,043,100	\$ 4,086,575	\$ 2,244,244	\$ 2,434,626
Total Expenditures	\$ 35,754,309	\$ 50,943,816	\$ 28,798,856	\$ 27,905,518	\$ 26,196,198	\$ 27,084,127
Capital Contributions	\$ 7,994,746	\$ 11,845,814	\$ 1,800,000	\$ 2,200,000	\$ 120,000	\$ 370,000
Excess	\$ 254,691	\$ 77,059	\$ 214,808	\$ 557,777	\$ 405,869	\$ 448,253

Administration

	ANNUAL BUDGET \$					
	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 212,700	\$ 212,700	\$ 212,700	\$ 212,700	\$ 212,700	
Deferred Income						
Interest Income	\$ 314,600	\$ 314,600	\$ 314,600	\$ 314,600	\$ 314,600	
Loan Interest Income						
Grant Income	\$ 10,000	\$ -	\$ -	\$ -	\$ -	
Proceeds for the Issuance of Debt						
Total Revenue	\$ 537,300	\$ 527,300	\$ 527,300	\$ 527,300	\$ 527,300	
OPERATING EXPENSES						
Personnel	\$ 1,825,348	\$ 1,880,108	\$ 1,936,512	\$ 1,994,607	\$ 2,054,445	103.00%
Operations & Maintenance	\$ 371,756	\$ 379,191	\$ 386,775	\$ 394,510	\$ 402,401	102.00%
Host Community Benefits	\$ -					102.00%
Administration	\$ 238,875	\$ 243,653	\$ 248,526	\$ 253,496	\$ 258,566	102.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					
Admin Offset	\$ (2,168,149)	\$ (2,300,000)	\$ (2,340,000)	\$ (2,460,000)	\$ (2,390,000)	Utilize to Balanc
Total Operating Expenses	\$ 267,830	\$ 202,952	\$ 231,812	\$ 182,614	\$ 325,412	
NON OPERATING EXP						
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	\$ 195,500	\$ 250,600	\$ 216,200	\$ 260,600	\$ 107,300	100.00%
Total Expenditures	\$ 513,330	\$ 503,552	\$ 498,012	\$ 493,214	\$ 482,712	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 23,970	\$ 23,748	\$ 29,288	\$ 34,086	\$ 44,588	

Solid Waste

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 9,328,306	\$ 9,328,306	\$ 9,768,306	\$ 9,988,306	\$ 10,208,306	100.00%
Deferred Income	\$ -					
Interest Income	\$ 721,634	\$ 721,634	\$ 721,634	\$ 721,634	\$ 721,634	100.00%
Loan Interest Income	\$ -					
Grant Income	\$ 333,312	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	
Proceeds for the Issuance of Debt	\$ 12,179,428	\$ -	\$ -	\$ -	\$ -	
Total Revenue	\$ 22,562,680	\$ 10,079,940	\$ 10,519,940	\$ 10,739,940	\$ 10,959,940	
OPERATING EXPENSES						
Personnel	\$ 2,609,271	\$ 2,687,549	\$ 2,768,176	\$ 2,851,221	\$ 2,936,757	103.00%
Operations & Maintenance	\$ 4,742,055	\$ 4,281,896	\$ 4,367,534	\$ 4,454,885	\$ 4,543,982	102.00%
Host Community Benefits	\$ 780,261	\$ 795,866	\$ 811,784	\$ 828,019	\$ 844,580	102.00%
Administration	\$ 1,164,874	\$ 1,188,171	\$ 1,211,935	\$ 1,236,174	\$ 1,260,897	102.00%
Contingency	\$ 30,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 9,326,461	\$ 8,988,483	\$ 9,194,428	\$ 9,405,298	\$ 9,621,217	
NON OPERATING EXP						
Principal Payments	\$ 505,000	\$ 520,000	\$ 535,000	\$ 560,000	\$ 575,000	
Interest Expense	\$ 658,144	\$ 642,469	\$ 623,994	\$ 603,663	\$ 593,581	
Bond Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
Grants & Donations	\$ -					
Other Non-Operating Expenses	\$ -					
Capital Asset Outlay	\$ 22,984,374	\$ 1,800,000	\$ 2,200,000	\$ 120,000	\$ 370,000	
Total Expenditures	\$ 33,473,979	\$ 11,950,952	\$ 12,553,422	\$ 10,688,961	\$ 11,159,798	
Capital Contributions	\$ 10,804,946	\$ 1,800,000	\$ 2,200,000	\$ 120,000	\$ 370,000	Draw from Reserves
Excess	\$ (106,353)	\$ (71,012)	\$ 166,518	\$ 170,979	\$ 170,142	

Open Access Telecom Network

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 6,207,140	\$ 6,331,283	\$ 6,457,908	\$ 6,587,067	\$ 6,718,808	102.00%
Deferred Income	\$ -					
Interest Income	\$ 250,523	\$ 250,523	\$ 250,523	\$ 250,523	\$ 250,523	100.00%
Loan Interest Income	\$ -					
Grant Income	\$ -	\$ -				
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 6,457,663	\$ 6,581,806	\$ 6,708,431	\$ 6,837,590	\$ 6,969,331	
OPERATING EXPENSES						
Personnel	\$ 1,668,881	\$ 1,718,947	\$ 1,770,516	\$ 1,823,631	\$ 1,878,340	103.00%
Operations & Maintenance	\$ 2,157,742	\$ 2,200,897	\$ 2,244,915	\$ 2,289,813	\$ 2,335,609	102.00%
Host Community Benefits	\$ -					102.00%
Administration	\$ 882,328	\$ 899,975	\$ 917,974	\$ 936,334	\$ 955,060	102.00%
Contingency	\$ 19,580	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 4,728,531	\$ 4,854,819	\$ 4,968,405	\$ 5,084,778	\$ 5,204,010	
NON OPERATING EXP						
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay	\$ 2,685,000	\$ 1,722,500	\$ 1,645,375	\$ 1,748,644	\$ 1,757,326	
Total Expenditures	\$ 7,413,531	\$ 6,577,319	\$ 6,613,780	\$ 6,833,422	\$ 6,961,336	
Capital Contributions	\$ 955,868	\$ -	\$ -	\$ -	\$ -	Grant Revenue
Excess	\$ -	\$ 4,487	\$ 94,652	\$ 4,168	\$ 7,995	

Army Sewer Line

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 2,377,864	\$ 2,598,851	\$ 2,471,968	\$ 2,547,279	\$ 2,624,850	Break Even
Deferred Income	\$ -					
Interest Income	\$ 38,400	\$ 38,400	\$ 38,400	\$ 38,400	\$ 38,400	
Loan Interest Income	\$ -					
Grant Income	\$ -					
Proceeds for the Issuance of Debt	\$ -		\$ -			
Total Revenue	\$ 2,416,264	\$ 2,637,251	\$ 2,510,368	\$ 2,585,679	\$ 2,663,250	
OPERATING EXPENSES						
Personnel	\$ 620,337	\$ 638,947	\$ 658,116	\$ 677,859	\$ 698,195	103.00%
Operations & Maintenance	\$ 1,331,668	\$ 1,371,618	\$ 1,412,767	\$ 1,455,150	\$ 1,498,804	103.00%
Host Community Benefits	\$ -					102.00%
Administration	\$ 414,258	\$ 426,686	\$ 439,486	\$ 452,671	\$ 466,251	103.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 2,366,263	\$ 2,437,251	\$ 2,510,368	\$ 2,585,679	\$ 2,663,250	
NON OPERATING EXP						
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay	\$ 50,000	\$ 200,000	\$ -	\$ -	\$ -	
Total Expenditures	\$ 2,416,263	\$ 2,637,251	\$ 2,510,368	\$ 2,585,679	\$ 2,663,250	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 1	\$ 0	\$ (0)	\$ (0)	\$ 0	

Army Water Line

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 2,022,314	\$ 1,969,475	\$ 2,018,050	\$ 1,736,913	\$ 1,748,447	Break Even
Deferred Income						
Interest Income	\$ 20,900	\$ 20,900	\$ 20,900	\$ 20,900	\$ 20,900	100.00%
Loan Interest Income						
Grant Income						
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 2,043,214	\$ 1,990,375	\$ 2,038,950	\$ 1,757,813	\$ 1,769,347	
OPERATING EXPENSES						
Personnel	\$ 524,251	\$ 539,979	\$ 556,178	\$ 572,863	\$ 590,049	103.00%
Operations & Maintenance	\$ 855,473	\$ 881,137	\$ 907,571	\$ 934,798	\$ 962,842	103.00%
Host Community Benefits	\$ -					102.00%
Administration	\$ 192,318	\$ 198,088	\$ 204,030	\$ 210,151	\$ 216,456	103.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 1,572,042	\$ 1,619,203	\$ 1,667,779	\$ 1,717,813	\$ 1,769,347	
NON OPERATING EXP						
Principal Payments	\$ 371,172	\$ 371,172	\$ 371,171	\$ -	\$ -	
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay	\$ 100,000	\$ -	\$ -	\$ 40,000	\$ -	
Total Expenditures	\$ 2,043,214	\$ 1,990,375	\$ 2,038,950	\$ 1,757,813	\$ 1,769,347	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	INTERNAL LOAN
Excess	\$ -	\$ (0)	\$ (0)	\$ 0	\$ (0)	

Regional Water Line

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 350,705	\$ 397,463	\$ 389,419	\$ 396,579	\$ 565,718	Break Even
Deferred Income						
Interest Income	\$ 8,600	\$ 8,600	\$ 8,600	\$ 8,600	\$ 8,600	
Loan Interest Income						
Grant Income						
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 359,305	\$ 406,063	\$ 398,019	\$ 405,179	\$ 574,318	
OPERATING EXPENSES						
Personnel	\$ 49,286	\$ 50,765	\$ 52,288	\$ 53,856	\$ 55,472	103.00%
Operations & Maintenance	\$ 151,505	\$ 156,050	\$ 160,732	\$ 165,554	\$ 170,520	103.00%
Host Community Benefits	\$ -					102.00%
Administration	\$ 25,616	\$ 26,384	\$ 27,176	\$ 27,991	\$ 28,831	103.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 226,407	\$ 233,199	\$ 240,195	\$ 247,401	\$ 254,823	
NON OPERATING EXP						
Principal Payments	\$ 73,494	\$ 76,057	\$ 78,716	\$ 81,476	\$ 71,109	
Interest Expense	\$ 59,403	\$ 56,806	\$ 54,107	\$ 51,302	\$ 48,386	
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay	\$ 85,000	\$ 40,000	\$ 25,000	\$ 25,000	\$ 200,000	
Total Expenditures	\$ 444,304	\$ 406,063	\$ 398,019	\$ 405,179	\$ 574,318	
Capital Contributions	\$ 85,000	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 1	\$ 0	\$ 0	\$ (0)	\$ (0)	

Water Sewer Contracts

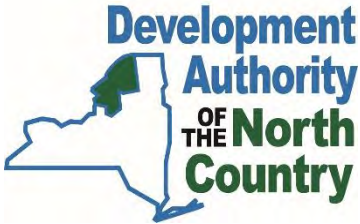
	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 879,320	\$ 905,700	\$ 932,870.59	\$ 960,856.71	\$ 989,682.41	103.0%
Deferred Income						
Interest Income						
Loan Interest Income						
Grant Income						
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 879,320	\$ 905,700	\$ 932,871	\$ 960,857	\$ 989,682	
OPERATING EXPENSES						
Personnel	\$ 640,826	\$ 660,051	\$ 679,852	\$ 700,248	\$ 721,255	103.00%
Operations & Maintenance	\$ 189,187	\$ 192,971	\$ 196,830	\$ 200,767	\$ 204,782	102.00%
Host Community Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	102.00%
Administration	\$ 41,895	\$ 42,733	\$ 43,588	\$ 44,460	\$ 45,349	102.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 871,908	\$ 895,754	\$ 920,270	\$ 945,475	\$ 971,386	
NON OPERATING EXP						
Principal Payments						
Interest Expense						
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay						
Total Expenditures	\$ 871,908	\$ 895,754	\$ 920,270	\$ 945,475	\$ 971,386	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 7,412	\$ 9,945	\$ 12,601	\$ 15,382	\$ 18,296	

Regional Development

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 205,010	\$ 205,010	\$ 205,010.00	\$ 205,010.00	\$ 205,010.00	100.00%
Deferred Income						
Interest Income	\$ 382,280	\$ 382,280	\$ 382,280	\$ 382,280	\$ 382,280	100.00%
Loan Interest Income	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000	\$ 697,000	100.00%
Grant Income	\$ 1,369,000	\$ 1,496,934	\$ -	\$ -	\$ -	
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 2,653,290	\$ 2,781,224	\$ 1,284,290	\$ 1,284,290	\$ 1,284,290	
OPERATING EXPENSES						
Personnel	\$ 532,411	\$ 548,383	\$ 564,835	\$ 581,780	\$ 599,233	103.00%
Operations & Maintenance	\$ 200,137	\$ 204,140	\$ 208,223	\$ 212,387	\$ 216,635	102.00%
Host Community Benefits	\$ 103,766	\$ 105,841	\$ 107,958	\$ 110,117	\$ 112,320	102.00%
Administration	\$ 175,876	\$ 179,394	\$ 182,981.39	\$ 186,641.02	\$ 190,373.84	102.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					
Admin Offset	\$ -					
Total Operating Expenses	\$ 1,012,190	\$ 1,037,758	\$ 1,063,997	\$ 1,090,925	\$ 1,118,561	
NON OPERATING EXP						
Principal Payments						
Interest Expense	\$ 3,500	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	
Bond Trustee Fees						
Grants & Donations	\$ 1,117,500	\$ 498,940	\$ -			
Other Non-Operating Expenses	\$ 400,000	\$ 997,994	\$ -			
Capital Asset Outlay						
Total Expenditures	\$ 2,533,190	\$ 2,538,692	\$ 1,067,997	\$ 1,094,925	\$ 1,122,561	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 120,100	\$ 242,532	\$ 216,293	\$ 189,365	\$ 161,729	

Engineering

	FYE 2021 PROJECTED	Proposed Budget FYE 2022	Proposed Budget FYE 2023	Proposed Budget FYE 2024	Proposed Budget FYE 2025	
REVENUE:						
Customer Billings	\$ 1,266,025	\$ 1,304,006	\$ 1,343,126	\$ 1,383,420	\$ 1,424,922	103.0%
Deferred Income						
Interest Income						
Loan Interest Income						
Grant Income						
Proceeds for the Issuance of Debt	\$ -					
Total Revenue	\$ 1,266,025	\$ 1,304,006	\$ 1,343,126	\$ 1,383,420	\$ 1,424,922	
OPERATING EXPENSES						
Personnel	\$ 1,011,989	\$ 1,042,349	\$ 1,073,619	\$ 1,105,828	\$ 1,139,003	103.00%
Operations & Maintenance	\$ 63,927	\$ 65,206	\$ 66,510	\$ 67,840	\$ 69,197	102.00%
Host Community Benefits	\$ -		\$ -	\$ -	\$ -	102.00%
Administration	\$ 158,181	\$ 161,345	\$ 164,572	\$ 167,863	\$ 171,220	102.00%
Contingency	\$ -					100.00%
Bad Debt	\$ -					100.00%
Admin Offset	\$ -					
Total Operating Expenses	\$ 1,234,097	\$ 1,268,899	\$ 1,304,700	\$ 1,341,530	\$ 1,379,419	
NON OPERATING EXP						
Principal Payments						
Interest Expense						
Bond Trustee Fees						
Grants & Donations						
Other Non-Operating Expenses						
Capital Asset Outlay	\$ -	\$ 30,000	\$ -	\$ 50,000.00	\$ -	
Total Expenditures	\$ 1,234,097	\$ 1,298,899	\$ 1,304,700	\$ 1,391,530	\$ 1,379,419	
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
Excess	\$ 31,928	\$ 5,107	\$ 38,426	\$ (8,111)	\$ 45,503	



Board Resolution No. 2021-01-04
January 28, 2021

GIS HOSTING AGREEMENTS
TOWN OF ADAMS, TOWN OF ELLISBURG, TOWN OF NORFOLK,
TOWN OF RICHLAND, TOWN OF RODMAN, TOWN OF SANDY CREEK,
TOWN OF STOCKHOLM

Whereas, The Development Authority of the North Country has existing GIS Hosting Agreements with the Town of Adams, Town of Ellisburg, Town of Norfolk, Town of Richland, Town of Rodman, Town of Sand Creek, and the Town of Stockholm, that expire on December 31, 2020, and

Whereas the GIS Hosting Customers will execute new five year term agreements with the Authority to continue GIS hosting services, and

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

Now, therefore be it

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

Table 1 – GIS Hosting Contracts

Name	Start Date	End Date	Total Contract Fee
Town of Adams	1/1/2021	12/31/2025	\$5,175
Town of Ellisburg	1/1/2021	12/31/2025	\$5,175
Town of Norfolk	1/1/2021	12/31/2025	\$5,175
Town of Richland	1/1/2021	12/31/2025	\$9,875
Town of Rodman	1/1/2021	12/31/2025	\$5,175
Town of Sandy Creek	1/1/2021	12/31/2025	\$9,875
Town of Stockholm	1/1/2021	12/31/2025	\$5,175

GIS WEB-BASED HOSTING AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF ADAMS

This Agreement entered into this 5th day of November 2020, by and between:

TOWN OF ADAMS, a municipal corporation of the State of New York having an office building and principal place of business located at 3 South Main St., Adams, NY 13605, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town acted as the lead agent for and partnered with the Villages of: Adams, Ellisburg, Mannsville, Lacona, and Sandy Creek; and the Towns of: Ellisburg, Rodman, Sandy Creek, and Richland; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
3. The Town Board, at its duly convened meeting held on Nov. 5, 2020, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

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

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

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

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years beginning on January 1, 2021 and ending December 31, 2025, provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

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

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Annual Fee
1	1/1/21 – 12/31/21	\$995
2	1/1/22 – 12/31/22	\$995
3	1/1/23 – 12/31/23	\$1,045
4	1/1/24 – 12/31/24	\$1,045
5	1/1/25 – 12/31/25	\$1,095

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

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

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

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

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

hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

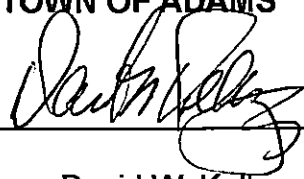
All of the above is established by the signatures of the authorized representatives of the parties set forth below.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF ADAMS

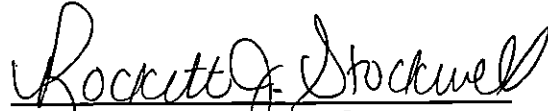
By:  _____

David W. Kellogg
Supervisor

ACKNOWLEDGEMENTS

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

On this 6 day of November, 2020, before me personally came David W. Kellogg, who being duly sworn, did dispose and says that he resides in Adams, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Town.



NOTARY PUBLIC
ROCKETT J. STOCKWELL
REG. #01ST4863594
NOTARY PUBLIC, State of New York
Qualified in Jefferson County
My Commission Expires 7-2-22

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

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

NOTARY PUBLIC

GIS WEB-BASED HOSTING AGREEMENT

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

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

TOWN OF ELLISBURG, a municipal corporation of the State of New York having an office building and principal place of business located at 11574 South Main St., Ellisburg, NY 13636, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town partnered with the Villages of: Adams, Ellisburg, Mannsville, Lacona, and Sandy Creek; and the Towns of: Adams, Rodman, Sandy Creek, and Richland; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
3. The Town Board, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

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

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

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

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years beginning on January 1, 2021 and ending December 31, 2025, provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

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

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Annual Fee
1	1/1/21 – 12/31/21	\$995
2	1/1/22 – 12/31/22	\$995
3	1/1/23 – 12/31/23	\$1,045
4	1/1/24 – 12/31/24	\$1,045
5	1/1/25 – 12/31/25	\$1,095

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

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

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

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

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

hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF ELLISBURG

By: _____

Douglas W. Shelmidine
Supervisor

GIS WEB-BASED HOSTING AGREEMENT
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF NORFOLK

This Agreement entered into this 12th day of November, 2020, by and between:

TOWN OF NORFOLK, a municipal corporation of the State of New York having an office building and principal place of business located at 5 West Main St., Norfolk, NY 13667, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town partnered with the Villages of: Potsdam and Hermon, and the Towns of: Brasher, Potsdam, Piercefield, and Stockholm; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
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proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

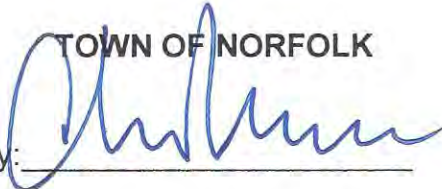
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**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF NORFOLK
By:  _____

Charles A. Pernice
Supervisor

ACKNOWLEDGEMENTS

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

On this 12th day of November, 2020, before me personally came Charles A. Pernice, who being duly sworn, did dispose and says that he resides in Norfolk, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of the Town.

Jill M. Molnar
NOTARY PUBLIC

JILL M. MOLNAR
Notary Public, State of New York
No. 01MO6402807
Qualified in St. Lawrence County
My Commission Expires 01/13/2024

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

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

NOTARY PUBLIC

GIS WEB-BASED HOSTING AGREEMENT

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

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

TOWN OF RICHLAND, a municipal corporation of the State of New York having an office building and principal place of business located at 1 Bridge St., Pulaski, NY 13142, herein after referred to as "Town",

And

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

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TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

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4	1/1/24 – 12/31/24	\$1,995
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The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

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

ARTICLE VII – Miscellaneous

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

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

hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF RICHLAND

By: _____

Daniel C. Krupke
Supervisor

GIS WEB-BASED HOSTING AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF RODMAN

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

TOWN OF RODMAN, a municipal corporation of the State of New York having an office building and principal place of business located at 12509 School St., Rodman, NY 13682, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town partnered with the Villages of: Adams, Ellisburg, Mannsville, Lacona, and Sandy Creek; and the Towns of: Adams, Ellisburg, Sandy Creek, and Richland; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
3. The Town Board, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

Article I	Definitions
Article II	Scope of Services
Article III	Terms
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ARTICLE I - Definitions

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

ARTICLE II - Scope of Services

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

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

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- 5) The Town understands that Hosting Services are provided “as is” with no warranties of any kind.
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Section 202. Additional Services. Any other tasks that are not included in the scope of base services described above, such as additional Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 402.

ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be five (5) years beginning on January 1, 2021 and ending December 31, 2025, provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

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

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Project Engineer (GIS)	\$85	NA
GIS Specialist	\$55	NA
Administrative Associate	\$62	\$76

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF RODMAN

By: _____

Lisa Cole Worden
Supervisor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 20__, before me personally came Lisa Cole Worden, who being duly sworn, did dispose and says that she resides in Rodman, New York; that she is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of the Town.

NOTARY PUBLIC

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

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

NOTARY PUBLIC

GIS WEB-BASED HOSTING AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF SANDY CREEK**

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

TOWN OF SANDY CREEK, a municipal corporation of the State of New York having an office building and principal place of business located at 1992 Harwood Dr., Sandy Creek, NY 13145, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town partnered with the Villages of: Adams, Ellisburg, Mannsville, Lacona, and Sandy Creek; and the Towns of: Adams, Ellisburg, Rodman, and Richland; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
2. The purpose of this agreement is to provide provisions for the Town to continue GIS hosting and maintenance services for an additional 5 years.
3. The Town Board, at its duly convened meeting held on _____, 20____, selected the Authority to provide these services. A copy of this resolution has been attached as Exhibit A.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

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TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

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**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF SANDY CREEK

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Nancy Ridgeway
Supervisor

GIS WEB-BASED HOSTING AGREEMENT

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

This Agreement entered into this 10th day of November 2020, by and between:

TOWN OF STOCKHOLM, a municipal corporation of the State of New York having an office building and principal place of business located at 540 St. Hwy 11C., Winthrop, NY 13697, herein after referred to as "Town",

And

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

Recitals

1. In October of 2015, the Town partnered with the Villages of: Potsdam and Hermon, and the Towns of: Brasher, Potsdam, Piercefield, and Norfolk; to develop a geographic information system (GIS) for water and wastewater infrastructure. This project was funded by a grant from the New York State Archives and entailed records conversion, database development, and web-based interface development. The Town's original GIS Hosting Agreement period was July 1, 2016 through December 31, 2020.
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4	1/1/24 – 12/31/24	\$1,045
5	1/1/25 – 12/31/25	\$1,095

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

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

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

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

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

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

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

ARTICLE VII – Miscellaneous

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

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

hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

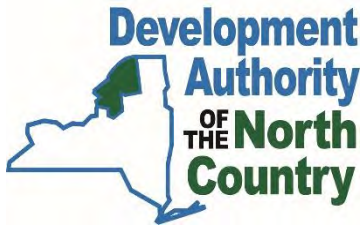
By: _____

Carl E. Farone, Jr.
Executive Director

TOWN OF STOCKHOLM

By: 

Clark Decker
Supervisor



Board Resolution No. 2021-01-05
January 28, 2021

SCADA SERVICES AGREEMENT AMENDMENT 2
VILLAGE OF POTSDAM
WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2016-10-118**, the Development Authority of the North Country (Authority) and the Village of Potsdam (Village) entered into an Agreement dated September 19, 2016 to provide SCADA (Supervisory Control and Data Acquisition) services for the Village's Wastewater Treatment Plant Improvement Project in accordance with the projects specifications and drawings for an amount not to exceed \$50,000, and

Whereas, pursuant to **Resolution No. 2020-03-39**, the Authority and the Village agreed to Amendment 1 to provide additional SCADA functionality and reporting outside of the scope of the original contract to be implemented to improve operational efficiencies and regulatory compliance for a not to exceed cost of \$8,000, bringing the total not to exceed amount of the contract to \$58,000, and

Whereas, the Village has requested the Authority to provide a new Duplex Pump Control Panel for the Hatch Road pump station, install the panel, and provide programming, startup and integration services for the new panel, and

Whereas, this additional scope of services will result in additional expenses of \$40,000 bringing the total not to exceed contract amount to \$98,000.

Now, therefore, be it

RESOLVED, that the **SCADA Services Agreement Amendment No. 2**, by and between the Authority and the Village of Potsdam, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

AMENDMENT 2

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY SCADA SERVICES AGREEMENT FOR WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

WITH THE

VILLAGE OF POTSDAM

Whereas, the Development Authority of the North Country (Authority) and the Village of Potsdam (Village) entered into an Agreement dated September 19, 2016 for an amount not to exceed \$50,000 to provide SCADA (Supervisory Control and Data Acquisition) services for the Village's Wastewater Treatment Plant (WWTP) Improvement Project in accordance with the projects specifications and drawings, and

Whereas, the Village authorized Amendment Number 1 on March 18, 2020 to expand the scope of the Authority's services to provide additional SCADA functionality and reporting outside the scope of the original contract for a not to exceed cost of \$8,000, and

Whereas, the Village has requested the Authority to provide a new Duplex Pump Control Panel for the Hatch Road pump station, install the panel, and provide programming, startup and integration services for the new panel, and

Whereas, the Duplex Pump Control Panel will consist of a 48"H x 36"W x 12"D, NEMA 4 stainless steel enclosure containing a ControlWave Micro PLC, 10" Red Lion operator interface, duplex motor starters, pump monitor relays, and other appurtenances necessary for a complete, factory tested system, and

Whereas, the existing, highly deteriorated control panel will be removed and the new control panel installed. All programming, startup, and integration services will be provided to form a completely operational system that is integrated with the Village's WWTP SCADA system, and

Whereas, the Duplex Pump Control Panel, installation, programming, start-up and integration services will result in an additional not to exceed cost of \$40,000.

NOW, THEREFORE, the Authority and the Village agree to amend the SCADA Services Agreement as follows:

1. The Town agrees to pay the Authority an amount which shall not exceed \$98,000; \$50,000 of which was authorized with the September 19, 2016 agreement, \$8,000 which was authorized with the March 18, 2020

Amendment Number 1, and \$40,000 which is authorized with this Amendment Number 2.

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

VILLAGE OF POTSDAM

By: _____

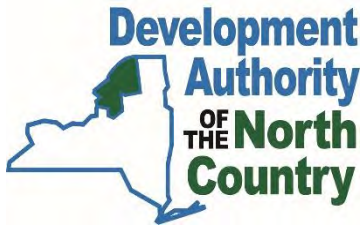
By: _____

Date: _____

Date: _____

Carl E. Farone, Jr.
Executive Director

Reinhold Tischler
Mayor



Board Resolution No. 2021-01-06
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF CAPE VINCENT
ASSET MANAGEMENT PLAN**

Whereas, the Village of Cape Vincent has requested technical services from the Authority to conduct an inventory of water, wastewater, and general fund infrastructure; and to develop a plan for the Village to manage these assets, and

Whereas, the Authority previously developed Geographic Information System (GIS) datasets for wastewater collection and water distribution systems under a separate agreement with the Village; and the Authority currently provides web-based GIS hosting services for the Village under an agreement dated April 23, 2019 (**Resolution 2019-05-50**), and

Whereas, the services requested will be provided for a not to exceed amount of \$16,000.

Now, therefore be it

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
ASSET MANAGEMENT PLAN**

WITH THE

VILLAGE OF CAPE VINCENT

This Agreement entered into this 20th day of November 2020, by and between:

VILLAGE OF CAPE VINCENT, a municipal corporation of the State of New York having an office building and principal place of business located at 127 E. Joseph Street, Cape Vincent, NY 13618, herein after referred to as "Village",

And

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

Recitals

- A. The Village has requested technical services from the Authority to conduct an inventory of water, wastewater, and general fund infrastructure; and to develop a plan for the Village to manage these assets. At its board meeting held on November 10, 2020. The Board selected the Authority to assist the Village with this task.
- B. The Authority previously developed Geographic Information System (GIS) datasets for wastewater collection and water distribution systems under a separate agreement with the Village. Additionally, the Authority currently provides web-based GIS hosting services for the Village under an agreement dated April 23, 2019.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. Phase 1 - The scope of services that will be performed by the Authority in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of each of these tasks follows.

1.1 Research and Data Acquisition

The Authority will review existing asset inventories, capital plan, previously mapped GIS data, and visit the Village's facilities to prepare a comprehensive asset inventory of all water and wastewater works assets that are valued in excess of \$1,000. The following assets/equipment are typical items that would be included in the inventory:

- light and heavy duty vehicles
- mowing and plow equipment
- street cleaning equipment
- leak detector(s)
- pipe locators
- hydrants
- valves
- manholes
- grinder pumps
- buildings associated with water, wastewater, and DPW
- equipment located at the Village's DPW garage
- equipment located at the Village's water and wastewater treatment plants and sewage pumping stations

1.2 Plan Development

The information gathered in Phase 1 will be utilized to develop a written asset inventory. The inventory will include a description of pertinent information about the asset, an estimate of the replacement value of the asset, the estimated life of the asset, the remaining life of the asset, and the projected year of replacement. For mechanical equipment and vehicles, the assets vehicle identification number/serial number, and make and model information will be captured (if available). Insurance schedules will be utilized to assign replacement values for vehicles and buildings. The information captured in the asset inventory is intended to provide the Village with the data necessary for capital and reserve planning.

The Authority will develop a basic written preventative maintenance plan for the Village's water and wastewater facilities. This plan will include suggested monthly, quarterly, semi-annual, annual, and less frequent tasks that should be completed to ensure that the Village's water and wastewater infrastructure is being properly inspected and maintained.

The Authority will develop recommendations on possible capital improvement projects and provide recommended water and wastewater rates based on asset life.

1.3 Presentation/Review

The Authority will review the results of the asset inventory with Village staff to ensure the data captured is accurate. The inventory will be incorporated into a written Asset Management Plan. Ten copies of the bound report will be provided to the Village along with an electronic copy containing the Asset Inventory in Excel format, the Asset Management Plan in Word format, and copies of any maps developed as part of the inventory.

2. Phase 2 – The second phase comprises of optional services performed by the Authority at the discretion of the Village. These services will assist in the development of the plan. The Village may authorize any combination of these optional services.

2.1 Option A – Sidewalks and Curbs

The Authority will collect GPS data of Village-owned sidewalks and curbs and include them in the inventory and management plan, for which DPW staff are responsible for maintaining. General conditional codes will be assigned for Village-owned sidewalks and curbs. GIS data will be incorporated into the Asset Management Plan along with estimated costs of repairs.

2.2 Option B - Streets

The Authority will create a GIS dataset of road condition data, obtained through a windshield survey of Village-owned streets. The dataset will effectively prioritize stretches of road within the Village for replacement/repair based on a general conditional assessment of the pavement (i.e., good, fair, poor). GIS data will be incorporated into the Asset Management Plan along with estimated costs of road resurfacing/replacement.

3. The Village shall pay the Authority for such services at the labor hour burdened and equipment rental rate for the specific equipment and job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed the amounts outlined in Table 2. If Options A and B are selected the total contract shall be reduced by \$500 due to efficiencies in completing all options simultaneously. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$132	NA
WQ Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
WQ Supervisor 2	\$85	NA
WQ Supervisor 1	\$78	NA
WQ Lead Operator	\$65	\$84
WQ Operator	\$65	\$84
Admin	\$62	\$80
GIS Specialist	\$55	\$69
WQ Technician	\$53	\$67

TABLE 2

Service	Not to Exceed Amount
Base Services	\$13,500
Option A – Sidewalks & Curbs	\$2,000
Option B – Streets	\$1,000
Or	
Base Services and Options A and B	\$16,000

4. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
5. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
6. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
7. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the

obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
10. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
11. 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.
12. 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.
13. 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.

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

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

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

Services selected by the Village includes the following items:

Base Services	\$13,500	<input type="checkbox"/>
Option A – Sidewalks & Curbs	\$2,000	<input type="checkbox"/>
Option B – Streets	\$1,000	<input type="checkbox"/>
Or		
Base Services and Options A and B	\$16,000	<input checked="" type="checkbox"/>

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E Farone, Jr.
Executive Director

VILLAGE OF CAPE VINCENT

By: Jerry D Golden

Jerry Golden
Mayor

ACKNOWLEDGEMENTS

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

On this 20 day of November, 2020, before me personally came Jerry Golden, who being duly sworn, did dispose and says that he resides in Cape Vincent, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

Pamela H. Youngs

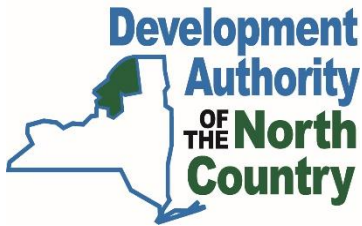
NOTARY PUBLIC

PAMELA H. YOUNGS
Notary Public, State of New York
No. 4885905
Qualified in Jefferson County
Commission Expires March 23, *2023*

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

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

NOTARY PUBLIC



Board Resolution No. 2021-01-07
January 28, 2021

TECHNICAL SERVICES AGREEMENT AMENDMENT 2
DISINFECTION SYSTEM IMPROVEMENT PROJECT
TOWN OF DEKALB

Whereas, pursuant to **Resolution No. 2019-03-41**, the Development Authority of the North Country (Authority) and the Town of DeKalb (Town) entered into an Agreement dated March 20, 2019 for an amount not to exceed \$5,000 to perform services related to the development of a grant application, request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Town's Disinfection Improvement Project, and

Whereas, pursuant to **Resolution No. 2020-02-04**, the Authority and the Town entered into Amendment 1 dated April 6, 2020 to expand the Authority's scope of services to include project management for the preliminary engineering design phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy, and to perform funding/financial administrative assistance; thereby resulting in additional expenses of \$4,000, and

Whereas, the Town has requested the Authority to expand their scope of services to include Closed Circuit Television (CCTV) Inspection of approximately 16,850 linear feet of gravity sewer main, with inspection results to be summarized in picture, graphic, and tabular reports to be utilized to locate sources of inflow and infiltration, and

Whereas, this additional work will increase the Authority's level of effort, resulting in additional expenses of \$9,660, bringing the not to exceed amount of the contract to \$18,660.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement Amendment No. 2**, by and between the Authority and the Town of DeKalb, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

AMENDMENT NO. 2

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY TECHNICAL SERVICES AGREEMENT FOR DISINFECTION SYSTEM IMPROVEMENT PROJECT

WITH THE

TOWN OF DEKALB

Whereas, the Development Authority of the North Country (Authority) and the Town of DeKalb (Town) entered into an Agreement dated March 20, 2019 for an amount not to exceed \$5,000 to perform services related to the development of a grant application, request for proposal, and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Town's Disinfection Improvement Project. These services are detailed in Section 1.A of the original agreement, and

Whereas, the Town requested the Authority to expand their scope of services to include project management for the preliminary engineering design phase, grant administration for the Engineering Planning Grant, review of preliminary engineering report, assist with funding strategy and to perform funding/financial administrative assistance creating additional cost in the amount of \$4,000 in accordance with Amendment No. 1, and

Whereas, the Town has requested the Authority to expand their scope of services to include Closed Circuit Television (CCTV) Inspection of approximately 16,850 linear feet of gravity sewer main, with inspection results to be summarized in picture, graphic, and tabular reports to be utilized to locate sources of Inflow and Infiltration, and

Whereas, this additional work will increase the Authority's level of effort, resulting in additional expenses of \$9,660, bringing the not to exceed amount of the contract to \$18,660.

Now, therefore, the Authority and the Town agree to amend the March 20, 2019 Technical Services Agreement to \$18,660.

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

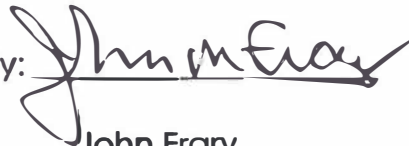
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF DEKALB

By: _____

Carl E. Farone, Jr.
Title: Executive Director

By: 

John Frary
Title: Town Supervisor

ACKNOWLEDGEMENTS

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

On this 4th day of December, 2020, before me personally came John Frary, who being duly sworn, did dispose and says that he resides in DeKalb, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

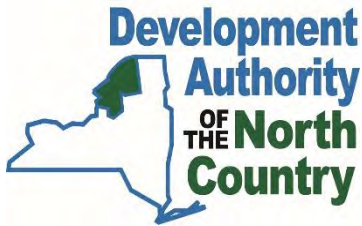
SEAN M DESPAW
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6392852
Qualified in ST. LAWRENCE County
Commission Expires 06/03/2023


NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2021-01-08
January 28, 2021

TECHNICAL SERVICES AGREEMENT AMENDMENT 2
VILLAGE OF HEUVELTON
WATER SYSTEM IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2017-02-04**, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an Agreement dated January 11, 2017 to provide Technical Services to perform Design Phase, Construction Administration Phase, and Project Startup services for the Village's Water System Improvement Project for an amount not to exceed \$25,000, and

Whereas, pursuant to **Resolution No. 2017-02-05**, the Authority and the Village entered into an agreement dated January 11, 2017 to provide Supervisory Control and Data Acquisition (SCADA) Services in conjunction with their Water System Improvement Project, and

Whereas, pursuant to **Resolution No. 2020-05-55**, the Authority entered into an Amendment 1 dated May 28, 2020 to increase the Authority's scope due the award of a NYS Water Infrastructure Improvement Act (WIIA) grant in the amount of \$2,079,600 and an extended substantial completion date of November 2020, thereby resulting in additional expenses of \$15,000, and

Whereas, the Village extended the duration of the project through July 31, 2021 to complete water systems improvements, and

Whereas, to extend the Authority's services to July 31, 2021 will result in additional work and will increase the Authority's level of effort, resulting in additional expenses of \$15,000, bringing the not to exceed amount of the contract to \$55,000.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement Amendment No. 2**, by and between the Authority and the Village of Heuvelton, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

AMENDMENT 2

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER SYSTEM IMPROVEMENT PROJECT**

**WITH THE
VILLAGE OF HEUVELTON**

Whereas, the Development Authority of the North Country (Authority) and the Village of Heuvelton (Village) entered into an Agreement dated January 11, 2017 to perform Design Phase, Construction Administration Phase, and Project Startup services for the Village's Water System Improvement Project for an amount not to exceed \$25,000. These services are detailed in Section 1.A to 1.C of the original agreement, and

WHEREAS, in December 2019 the Village was awarded a NYS Water Infrastructure Improvement Act (WIIA) grant in the amount of \$2,079,600 for the project, and the Village authorized the Authority to provide additional assistance under Amendment 1 dated May 13, 2020 to administer this grant resulting in an increase in the amount of the original agreement of by \$15,000, bringing the total not to exceed contract price to \$40,000, and

WHEREAS, the Village extended the duration of the project through July 31, 2021 to complete water systems improvements, and

WHEREAS, to extend the Authority's services to July 31, 2021 will result in additional work and will increase the Authority's level of effort, resulting in additional expenses of \$15,000, bringing the not to exceed amount of the contract to \$55,000.


NOW THEREFORE, the Authority and the Village agrees to amend the amount of the agreement to \$55,000.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

VILLAGE OF HEUVELTON

By: 
Barbara Lashua
Title: Mayor

ACKNOWLEDGEMENTS

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

On this 11th day of December, 2020, before me personally came Barbara Lashua, who being duly sworn, did dispose and says that she resides in Heuvelton, New York; that she is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

Victoria L. Thornhill

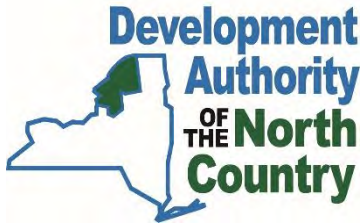
VICTORIA L. THORNHILL
Notary Public, State of New York
Registration #01TH6304496
Qualified in St. Lawrence County
Commission Expires May 27, 2022

VICTORIA L. THORNHILL
Notary Public, State of New York
Registration #01TH6304496
Qualified in St. Lawrence County
Commission Expires May 27, 2022

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

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

NOTARY PUBLIC



Board Resolution No. 2021-01-09
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
HYDRANT FLUSHING PLAN**

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 Wastewater facilities, and

Whereas, pursuant to **Resolution No. 2020-10-109**, the Authority and the Village entered into an agreement dated September 18, 2020 to provide Temporary Water Operator Services for the Village-owned water distribution systems, and

Whereas, the Village requested services from the Authority to develop a Hydrant Flushing Plan to assist Village personnel while performing annual hydrant flushing operations and,

Whereas, the total cost to deliver these services shall not exceed \$1,800.

Now, therefore be it

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

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
HYDRANT FLUSHING PLAN**

WITH THE

VILLAGE OF MALONE

This Agreement entered into this 24 day of November 2020, by and between:

VILLAGE OF Malone, a municipal corporation of the State of New York having an office building and principal place of business located at 343 West Main Street, Malone, New York 12953, herein after referred to as "Village",

And

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

Recitals

- A. The Authority and the Village entered into an agreement dated September 18, 2020 to provide Temporary Water Operator Services for the Village's water distribution system.
- B. The Village owns a water plant and associated water distribution system operated and maintained by Village personnel.
- C. The Village has requested the temporary water distribution operator to develop a Hydrant Flushing Plan to assist Village personnel while performing annual hydrant flushing operations. At its board meeting held on Nov 23, 2020, the board selected the Authority to assist the Village with this task. A copy of this resolution has been attached as Exhibit A.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. The scope of services that will be performed by the Authority consists of three tasks; 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of these tasks follows.

1.1 Research and Data Acquisition

The Authority will coordinate with Village staff and utilize Geographic Information System (GIS) mapping to develop a full understanding of the Village's water distribution system.

1.2 Plan Development

The information gathered will be utilized to develop a written hydrant flushing plan. The plan will include a description of the distribution system, GIS mapping, flushing patterns, and a hydrant to hydrant flushing plan.

1.3 Presentation/Review

The Authority will review the results of the plan with Village staff to ensure the data captured is accurate. The plan will then be presented to the Village board to acknowledge ownership.

2. The Village shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$1,800. Should the Village elect to proceed with this agreement, these services will be completed within 60 days from the date of approval. This agreement will terminate when the scope of services is complete.

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

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$132	NA
Water Quality Manger	\$88	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer	\$85	NA
Water Quality Supervisor 2	\$85	NA
Water Quality Supervisor 1	\$78	NA
Lead Operator	\$65	\$84
Water Quality Administrative Associate	\$62	\$80
Engineering Administrative Associate	\$62	\$76
Operator	\$61	\$78
GIS Specialist	\$55	\$69

Wastewater Technician	\$53	\$67
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The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
4. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
5. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
6. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
7. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets,

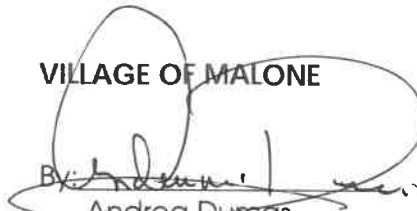
insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

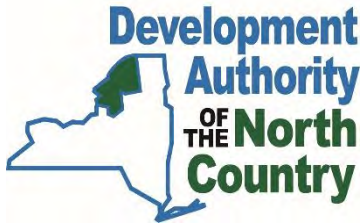
9. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
10. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

VILLAGE OF MALONE
By: 
Andrea Dumas
Mayor



Board Resolution No. 2021-01-10
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
VALVE EXERCISING PROCEDURE**

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 Wastewater facilities, and

Whereas, pursuant to **Resolution No. 2020-10-109**, the Authority and the Village entered into an agreement dated September 18, 2020 to provide Temporary Water Operator Services for the Village-owned water distribution systems, and

Whereas, the Village approved an agreement with the Authority dated November 24, 2020 to develop a Hydrant Flushing Plan to assist Village personnel while performing annual hydrant flushing operations and,

Whereas, the Village requested additional services from the Authority to develop a Standard Operating Procedure (SOP) for Valve Exercising to assist the Village in optimizing the efficiency of their water distribution system,

Whereas, the total cost to deliver these services shall not exceed \$2,500.

Now, therefore be it

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
VALVE EXERCISING PROCEDURE
WITH THE

VILLAGE OF MALONE

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

VILLAGE OF Malone, a municipal corporation of the State of New York having an office building and principal place of business located at 343 West Main Street, Malone, New York 12953, herein after referred to as "Village",

And

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

Recitals

- A. The Authority and the Village entered into an agreement dated September 18, 2020 to provide Temporary Water Operator Services for the Village's water distribution system.
- B. The Village owns a water plant and associated water distribution system operated and maintained by Village personnel.
- C. The Village has requested the temporary water distribution operator to develop a Valve Exercising Procedure to assist the Village in optimizing their water distribution system. At its board meeting held on____,____,2021 the board selected the Authority to assist the Village with this task. A copy of this resolution has been attached as Exhibit A.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. The scope of services that will be performed by the Authority consists of three tasks; 1) Research and data acquisition; 2) Procedure development; and 3) Presentation of results. A description of these tasks follows.

1.1 Research and Data Acquisition

The Authority will coordinate with Village staff and utilize Geographic Information System (GIS) mapping to develop a full understanding of the Village's water distribution system.

1.2 Procedure Development

The information gathered will be utilized to develop a standard operating procedure (SOP) for valve exercising. The procedure will include an inventory of all the valves within the system ordered by age and criticality, and a recommended exercising schedule/pattern.

1.3 Presentation/Review

The Authority will review the SOP with Village staff to ensure the data captured is accurate. The SOP will then be presented to the Village board to acknowledge ownership.

2. The Village shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however that the total cost of such services shall not exceed \$2,500. This agreement will terminate when the scope of services is complete.
3. Additional services that are not included in the scope of services described above, as requested of the Authority by the Village will be reimbursed at the labor hour burdened rate for the specific job classification performing the services (see Table 1). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Village will provide reasonable support services of its staff as appropriate to assist in implementing Additional Services.

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

Employee Wage Rate	Standard	Overtime
Engineering Manager	\$132	NA
Water Quality Manager	\$88	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls Engineer	\$85	NA
Water Quality Supervisor 2	\$85	NA
Water Quality Supervisor 1	\$78	NA
Lead Operator	\$65	\$84
Water Quality Administrative Associate	\$62	\$80
Engineering Administrative Associate	\$62	\$76

Operator	\$61	\$78
GIS Specialist	\$55	\$69
Wastewater Technician	\$53	\$67

The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities

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

10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

VILLAGE OF MALONE

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

By: _____
Andrea Dumas
Mayor

ACKNOWLEDGEMENTS

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

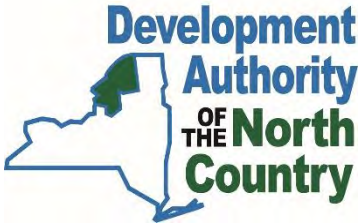
On this ____ day of _____, 2021, before me personally came ANDREA DUMAS, who being duly sworn, did dispose and says that she resides in Malone, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Village.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, before me personally came CARL E. FARONE, JR, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



**Board Resolution No. 2021-01-11
January 28, 2021**

**TECHNICAL SERVICE AGREEMENTS FOR
NYS PUBLIC EMPLOYER HEALTH EMERGENCY PLANS**

Whereas, New York State has new legislation (S8617B/A10832) requiring that all public employers develop a Public Employer Health Emergency Plan by April 1, 2021, to adequately protect workers in the event of another state emergency involving a communicable disease, and

Whereas, several municipalities have requested technical assistance from the Authority with the completion of their NYS Public Employer Health Emergency Plans, and

Whereas the municipal customers who request assistance with these Public Health Emergency Plans will execute a technical service agreement with the Authority for a not to exceed fee of either \$2,500 or \$5,000, depending on the complexity of the public services the municipality provides.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to negotiate contracts and to enter into technical service agreements with our municipal partners to assist them with the preparation of their NYS Public Employer Health Emergency Plans.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NEW YORK STATE (NYS) PUBLIC EMPLOYER HEALTH EMERGENCY PLAN
WITH THE
TOWN OF ELLISBURG**

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

TOWN OF ELLISBURG, a municipal corporation of the State of New York having an office building and principal place of business located at 11574 South Main St., Ellisburg, NY 13636, herein after referred to as "Town",

And

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

Recitals

- A. The Town has requested technical services from the Authority to develop a New York State Public Employer Health Emergency Plan for the Town to meet the requirements of the New York State Labor Law 27-C. At its board meeting held on _____, 2021, the board selected the Authority to assist the Town with this task.
- B. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that will be performed by the Authority consists of four tasks: 1) Research and data acquisition; 2) Plan development; 3) Draft Plan for municipal review and submission to unions/labor committees; and 4) Presentation of Final Plan. A description of each of these tasks follows.

1.1 **Research and Data Acquisition**

The municipality will form a small committee of Board Members and Staff to work with the Authority on this plan. The Authority will review the existing employee structure and protocols to adequately protect workers in the event of another state disaster emergency involving a communicable disease. The Authority will work with the Municipal Committee to determine essential functions and positions.

1.2 **Plan Development**

The information gathered will be utilized to develop a written plan to meet the requirements of the New York State Labor Law 27-C. The plan will include the following:

- List and description of positions considered essential

- Descriptions of protocols to follow to enable all non-essential employees to work remotely
- Description of how employers would stagger work shifts to reduce overcrowding
- Protocols for PPE
- Protocol for when an employee is exposed to disease
- Protocol for documenting hours and work locations for essential workers
- Protocol for working with essential employees' localities for identifying emergency housing if needed
- Any other requirement determined by the New York State Department of Health, such as testing and contact tracing

1.3 Present Draft Plan to Municipal Committee

The Authority will provide a draft plan to the Municipal Committee for review. It is the responsibility of the Municipal Committee to submit the draft plan to their applicable unions and labor management committees for their review and comments. The Authority will incorporate any changes to the plan requested by the Municipal Committee based on the comments received from the unions and labor management committees.

1.4 Presentation of Final Plan

A complete NYS Public Employer Health Emergency Plan will be provided to the Municipality as two hardcopy versions, along with a digital file containing the plan in Word format so the Municipality can update the plan in the future. The final plan will be delivered by March 31, 2021.

2. The Town shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed the amount of **\$2,500**. This amount assume participation in no more than two Municipal Committee meetings to develop and review the plan. If additional meetings are requested or additional scope requested, the Authority will notify the Town of the additional cost to proceed. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1

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

3. The Town shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
5. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

- 12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
- 14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF ELLISBURG

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Douglas W. Shelmidine
Town Supervisor

ACKNOWLEDGEMENTS

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

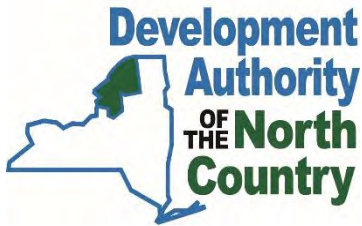
On this ____ day of _____, before me personally came Douglas W. Shelmidine, who being duly sworn, did dispose and says that he resides in the Town of Ellisburg, New York; that he is authorized to sign this Agreement on behalf of the Town Board described herein, and which executed the foregoing instrument;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

NOTARY PUBLIC

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

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

NOTARY PUBLIC



**Board Resolution No. 2021-01-12
January 28, 2021**

**TECHNICAL SERVICES AGREEMENT
WATER SYSTEM STUDY
TOWN OF PITCAIRN**

Whereas, the Town of Pitcairn (Town) is interested in performing a preliminary engineering study to evaluate the formation of a water district to provide water service along State Routes 3 and 812 to address contaminated groundwater wells, and

Whereas, the Town has requested technical services from the Authority to provide project management assistance during the preliminary engineering phase of the project, as well as assistance with the development of the project funding strategy, and

Whereas, the services requested will be provided for a not to exceed amount of \$5,000 for project management assistance and funding strategy services.

Now, therefore be it

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER SYSTEM STUDY

TOWN OF PITCAIRN

This Agreement entered into this ____ day of _____ 2021, by and between:

TOWN OF PITCAIRN, a municipal corporation of the State of New York having an office building and principal place of business located at 10 Edwards Road, Harrisville, New York, 13648, hereinafter referred to as "Town",

And

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

Recitals

1. Residential groundwater wells located in the Town of Pitcairn along State Routes 3 and 812 are impacted with salt contamination from the nearby NYSDOT Maintenance Facility and Salt Storage.
2. After the dissolution of the Village of Harrisville, the Town of Diana formed a water district to take over the former Village of Harrisville water system effective 1/1/2019.
3. The Town of Diana commissioned a preliminary engineering report to evaluate the water system and identify any necessary upgrades. As part of the report, the possibility of extending the Diana Water System to the Town of Pitcairn along State Routes 3 and 812 was evaluated. The study concluded that the Diana Water system has the capacity and capability to supply service to the homes along State Routes 3 and 812.
4. The Town is interested in performing a preliminary engineering study to evaluate the formation of a water district to provide water service along State Routes 3 and 812 to address the contaminated groundwater wells.
5. The Town is desirous of receiving project management assistance during the preliminary engineering phase of the project, as well as assistance with the development of the project funding strategy. The Town, at a meeting held on _____, 2021, selected the Authority to provide these services.
6. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services to be performed by the Authority includes project management for the preliminary engineering phase of the project. Project management services include assistance with the development as well as the review of the preliminary engineering report. The Authority will also assist with the development of a project funding strategy. Any services requested by the Town after the completion of the preliminary engineering report and funding plan, or additional assistance with the design and construction phase will require an additional contract or amendment.

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$5,000, and assuming a duration of nine months. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

Table 1 Authority Labor Hour Burdened Rates

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

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

4. Authority staff will offer opinions to the owner and the engineers regarding subcontracted services. Authority staff will not direct the engineers or other subcontractors.

5. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations.
6. The Board will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Board, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Board against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Board for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Board will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Board. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Board shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Board arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Board and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

11. No waiver by Board or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

TOWN OF PITCAIRN

By:_____

By:_____

Carl E. Farone, Jr.
Executive Director

Clyde Frank, Jr.
Town Supervisor

ACKNOWLEDGEMENTS

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

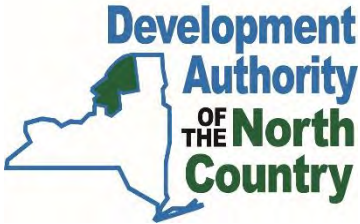
On this ____ day of _____, 2021, before me personally came Clyde Frank, Jr., who being duly sworn, did dispose and says that he resides in Pitcairn, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, before me personally came Carl E. Farone Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2021-01-13
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
TOWN OF RUTLAND
ASSET MANAGEMENT PLAN**

Whereas, pursuant to **Resolution No. 2018-12-145**, the Development Authority of the North Country (Authority) and the Town of Rutland (Town) entered into an Agreement dated April 1, 2019 to provide Operation and Maintenance Services for the Town Water Districts 1 facilities, and

Whereas, pursuant to **Resolution No. 2019-12-128**, the Authority and the Town entered into an agreement dated December 9, 2019 to provide Operation and Maintenance Services for the Town Sewer District 1 facilities as part of the Route 3 Sewer Corridor, and

Whereas, the Town requested services from the Authority to conduct an inventory of the Town's general fund, highway fund, and Water District 1 assets and to develop a plan for the Town to manage these assets, and

Whereas, the total cost to deliver these services shall not exceed \$10,000.

Now, therefore be it

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
ASSET MANAGEMENT PLAN

WITH THE

TOWN OF RUTLAND

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

TOWN OF RUTLAND, a New York municipal corporation with offices at 28411 NYS Route 126, Rutland, New York 13612, herein after referred to as "Town",

And

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

Recitals

- A. The Town has requested technical services from the Authority to conduct an inventory of municipal-owned water infrastructure and assets, and to develop a plan for the Town to manage these assets. At its board meeting held on _____, 2020. The board selected the Authority to assist the Town with this task. A copy of this Resolution has been attached as Exhibit A.
- B. The Authority currently provides web-based GIS hosting services for the Town and provides Operation and Maintenance Services to the Town for water and wastewater collection systems under separate agreements as part of the Route 3 Sewer Corridor, dated December 9, 2019; and for Water District No. 1 in an agreement dated December 13, 2019.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. The scope of services that will be performed by the Authority in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Plan development; and 3) Presentation of results. A description of each of these tasks follows.

1.1 Research and Data Acquisition

The Authority will review existing asset inventories and capital plan, and visit the Town's facilities to prepare a comprehensive asset inventory of

all water system assets. If the Town chooses to include all municipal-owned general fund and highway department assets in this Asset Management Plan (AMP), the Authority will include those assets in the inventory.

1.2 Plan Development

The information gathered will be utilized to develop a written asset inventory. The inventory will include a description of pertinent information about the asset, an estimate of the replacement value of the asset, the estimated life of the asset, the remaining life of the asset, and the projected year of replacement. For mechanical equipment, the asset's identification number/serial number, and make and model information will be captured (if available). Insurance schedules will be utilized to assign replacement values for buildings and equipment. The information captured in the asset inventory is intended to provide the Town with the data necessary for capital and reserve planning.

1.3 Presentation/Review

The Authority will review the results of the asset inventory with the **Authority's operations** staff to ensure the data captured is accurate. The inventory will be incorporated into a written AMP. Copies of the bound report will be provided to the Town along with a CD containing the Asset Inventory in Excel format, the AMP in Word format, and copies of any maps developed as part of the inventory.

- 2. The Town shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed:
 - a. \$6,000 for an AMP for the Town Water District 1 assets only.
 - b. \$4,000 for an AMP for municipal-owned general fund and highway fund assets, including buildings and equipment.

The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA

Employee Wage Rate	Standard	Overtime
GIS Specialist	\$55	\$69
Administrative Associate	\$62	\$76

3. The Town shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
5. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service

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

10. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

The Town of Rutland shall indicate which AMP options they have selected by checking and initializing next to choice:

- _____ a. Town Water District AMP: \$6,000.
- _____ b. Town AMP general fund and highway fund assets: \$4,000.

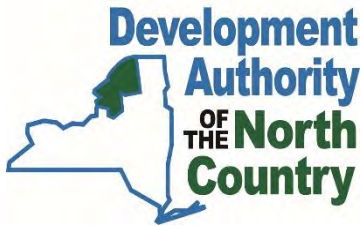
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF RUTLAND

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

By: _____
Gary Eddy
Town Supervisor



**Board Resolution No. 2021-01-14
January 28, 2021**

**TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE
GOLF CLUB AND CROSS COUNTRY SKIING CENTER
IMPROVEMENT PROJECT**

Whereas, the Authority previously developed a plan to study the feasibility of implementing improvements at the Town-owned Golf Club and Cross Country Ski Center under a separate agreement with the Town dated September 14, 2017 (**Resolution 2017-10-102**), and

Whereas, the Town of Tupper Lake has requested the Authority to provide technical assistance to update the previous plan and pursue recommended improvements to the Town-owned Golf Club and Cross Country Skiing Center due to recent community interest, and

Whereas, the scope of the Authority's services will consist of two phases: Phase 1 will include research and data acquisition, plan updates, stakeholder meetings, and presentation of results; and Phase 2 will include the preparation of a request for engineering proposal, and project management services during the engineering design and bid document preparation phase, and

Whereas, the services requested will be provided for a not to exceed amount of \$20,000.

Now, therefore be it

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
GOLF CLUB & CROSS COUNTRY SKIING CENTER

WITH THE

TOWN OF TUPPER LAKE

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

TOWN OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 120 Demars Boulevard, Tupper Lake, New York 12986, herein after referred to as "Town",

And

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

Recitals

- A. In March of 2018 the Authority completed a feasibility plan to complete improvements to the Town-owned Golf Club and Cross Country Ski Center.
- B. Recent interest from a group of local citizens has renewed interest in pursuing these improvements.
- C. The Town has requested technical services from the Authority to assist the Town with this project. At its Board meeting held on _____, 2021, the Board approved the Authority to assist the Town with this task. A copy of this Resolution has been attached as Exhibit A.
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. Phase 1 - The scope of services that will be performed by the Authority in Phase 1 consists of three tasks: 1) Research and data acquisition; 2) Feasibility plan update; and 3) Presentation of results. A description of each of these tasks follows.

1.1 Research and Data Acquisition

The Authority will review existing Town reports, drawings, and records as well as interview Town personnel with knowledge of the Golf Club and Ski Center. The Authority will utilize a mapping-grade GPS unit to update capture key golf course features, cross country ski trails, electrical infrastructure, and water/sewer/electrical and stormwater infrastructure. Any additional information or changes that have occurred since 2018 will be documented.

1.2 Plan Update & Stakeholder Meetings

The Authority will facilitate up to three (3) Town stakeholder meetings during this phase to review the existing scope of work as presented in the Feasibility Plan (DANC, March 2018) and to define and prioritize the improvements. The information gathered in Phase 1 will be utilized to update the written asset inventory and feasibility plan.

1.3 Presentation/Review

The Authority will review the results of the Plan update and stakeholder meetings with the Town Board and gain approval on the scope and direction of the project.

2. Phase 2 – The scope of services that will be performed by the Authority in Phase 2 consists of two tasks: 1) Request for Engineering Proposal; and 2) Project management during development of bid documents and construction drawing development. A description of each of these tasks follows.

2.1 Request for Engineering Proposal

The Authority will work with the Town to develop a Request for Proposal to obtain qualifications and pricing from qualified engineering firms to prepare bid documents and drawings to complete the agreed upon improvements. The Authority will facilitate the selection process for an engineering firm based on a review of the received proposals. The Town will enter into a separate agreement with their selected engineering firm.

2.2 Project Management Services

The Authority will oversee the **selected engineering firm's** preparation of bid documents and construction drawings on behalf of the Town and serve as the overall project manager. The deliverable from the selected engineering firm will be full construction bid documents, drawings, and a detailed opinion of cost for the project. The Authority and Engineers scope of services will end when the bid documents are completed. Should the Town elect to proceed to the funding and construction

phase, an amendment shall be completed detailing the additional costs for these phases.

3. The Town shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$20,000. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES

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

4. The Town shall provide the reasonable support services of its attorney, Staff, Town Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
5. Authority staff will offer opinions to the owner and the engineers regarding subcontracted services. Authority staff will not direct the engineers or other subcontractors.
6. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations.
7. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss damage or injury to persons or property resulting in any manner from the operation of this Agreement.
8. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the

intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.

9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. The Authority is an independent contractor with the Town 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.
13. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
14. 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.
15. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

TOWN OF TUPPER LAKE

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Patricia Littlefield
Supervisor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Patricia Littlefield, who being duly sworn, did dispose and says that she resides in Tupper Lake, New York; that she is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Town.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, before me personally came Carl E. Farone, Jr., who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

NOTARY PUBLIC



Board Resolution No. 2021-01-15
January 28, 2021

TECHNICAL SERVICES AGREEMENT AMENDMENT
VILLAGE OF POTSDAM
WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

Whereas, pursuant to **Resolution No. 2013-10-13**, the Development Authority of the North Country (Authority) and the Village of Potsdam (Village) entered into an Agreement dated November 4, 2013 to provide technical services related to the Village's Wastewater Treatment Plant Improvement Project, for an amount not to exceed \$2,500, and

Whereas, pursuant to **Resolution No. 2014-05-09**, the Authority entered into Amendment 1 dated April 23, 2014 to expand the Authority's scope of services to include the completion of funding applications and assistance with the preliminary engineering phase of the project, for an amount not to exceed \$7,500, and

Whereas, pursuant to **Resolution No. 2016-02-05**, the Authority entered into Amendment 2 dated February 25, 2016 to include progressing the project through design and construction over an approximately two year period, for an amount not to exceed \$50,000, and

Whereas, pursuant to **Resolution No. 2019-12-130**, the Authority entered into Amendment 3 dated December 18, 2019 to include additional work in the construction phase of the project which extended the project through summer 2020, for an amount not to exceed \$10,000, and

Whereas, the Village has requested additional work be completed in the construction phase of the project which, due to project delays related to COVID-19, will extend the project through June 2021, and

Whereas, the cost to provide these additional services will result in an additional \$10,000, bringing the not to exceed amount of the contract to \$80,000.

Now, therefore be it

RESOLVED, that the **Technical Services Agreement Amendment No. 4**, by and between the Authority and the Village of Potsdam, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

AMENDMENT 4

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

WITH THE

VILLAGE OF POTSDAM

Whereas, the Development Authority of the North Country (Authority) and the Village of Potsdam (Village) entered into an Agreement dated November 4, 2013 for an amount not to exceed \$2,500 to provide technical services related to the Village's Wastewater Treatment Plant Improvement Project, and

Whereas, the Village and the Authority agreed to expand the scope of the services through Amendment No. 1, entered into on April 23, 2014, to include the completion of funding applications and the assistance with the preliminary engineering phase of the project, for an amount not to exceed \$7,500, and

Whereas, the Village and the Authority agreed to expand the scope of services through Amendment No. 2, entered into on February 25, 2016, to include progressing the project through design and construction over an approximately two year period, for an amount not to exceed \$50,000, and

Whereas, the Village and the Authority agreed to expand the scope of services through Amendment No. 3, entered into on December 16, 2019, to include additional work in the construction phase of the project through summer 2020, for an amount not to exceed \$10,000, and

Whereas, the Village has requested additional work be completed in the construction phase of the project which, due to project delays related to COVID-19, will extend the project through June 2021, and that will result in additional not to exceed costs of \$10,000.

NOW THEREFORE, the Authority and the Village agrees to amend the amount of the agreement to \$80,000.

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By:_____

Date:_____

Carl E. Farone, Jr.
Executive Director

VILLAGE OF POTSDAM

By:_____

Date:_____

Reinhold Tischler
Mayor



Board Resolution No. 2021-01-16
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE LYONS FALLS, PHASE 5 – ENGINEERING AND
REDEVELOPMENT PLANNING OF THE FORMER LYONS FALLS PULP
AND PAPER MILL**

Whereas, the Development Authority of the North Country (hereinafter “Authority”) has provided Technical Services for Phase 1 Redevelopment Planning of the former Lyons Falls Pulp and Paper Mill in accordance with an agreement dated July 23, 2012 (**Resolution 2012-05-01**), for Phase 2 Redevelopment Planning in accordance with an agreement dated September 24, 2014 (**Resolution 2014-08-11**), for Phase 3 Redevelopment Planning in accordance with an agreement dated April 11, 2016 (**Resolution 2016-03-42**), and for Phase 4 Redevelopment Planning in accordance with an agreement dated May 21, 2021 (**Resolution 2018-05-59**) to the Village of Lyons Falls (hereinafter “Village”), and

Whereas, the post demolition redevelopment and marketing of the former Lyons Falls Pulp and Paper Mill is a significant community priority and consistent with the Village’s Brownfield Opportunity Area Plan, and

Whereas, the fifth phase seeks to complete necessary water and sewer infrastructure improvements at the Mill Site to support a future addition to the former High Falls Building, and

Whereas, the Village has requested Technical Services for Engineering and Redevelopment Planning from the Authority for the fifth phase of the project, to continue to provide project engineering and planning services, and

Whereas, the Village has determined that the Authority is qualified to perform these services and will authorize execution of a Technical Services Agreement with the Authority.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into a Technical Services Agreement for Phase 5 Redevelopment Planning, for a not-to-exceed amount of \$15,000.00, with the Village of Lyons Falls.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
Phase 5 - TECHNICAL SERVICES AGREEMENT FOR ENGINEERING AND REDEVELOPMENT
PLANNING

WITH THE

VILLAGE OF LYONS FALLS

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

VILLAGE OF LYONS FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 4059 Cherry Street, Lyons Falls, New York 13368, herein after referred to as "Village",

And

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

Recitals

- A. The Village in conjunction with Lewis County, Lewis County Development Corporation, and Lewis County Industrial Development Agency have successfully completed the demolition Phase 1 to Phase 4 at the former Lyons Falls Pulp and Paper Mill, herein after referred to as "Mill Site," located in the Village of Lyons Falls.
- B. The post demolition redevelopment and marketing of the Mill Site to possible investors has been deemed essential to the revitalization of Lyons Falls and surrounding communities.
- C. The Village has requested technical services from the Authority to provide engineering and planning services for the phased redevelopment of the former Lyons Falls Pulp and Paper Mill site, herein after referred to as "Mill Site," located in the Village of Lyons Falls. At its Board meeting held on _____, 2021, the Board selected the Authority to assist the Village with the fourth phase of this project. **A copy of this Resolution has been attached as Exhibit A.**
- D. The Village authorized the Authority to complete Phase 1, Phase 2, Phase 3, and Phase 4 services under separate agreements executed on July 23, 2012, September 24, 2014, April 11, 2016, and May 21, 2020 respectively.
- E. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

- A. The Village has asked the Authority to provide engineering and planning services for the fifth phase of the redevelopment of the Mill Site. The site is currently owned by Black Moose Development, LLC, a limited liability company, of which the Lewis County Development Corporation, herein after referred to as “Lewis County Development Corporation” is the sole member and manager of its activities.
- B. The fifth phase seeks to complete necessary water and sewer infrastructure improvements at the Mill Site to support a future addition to the former High Falls Building which is necessary for the expansion of the existing tenants Black River Valley Natural and North Star Food Hub. While marketing the site to prospective developers.
- C. The Village will enter into an Agreement with the Lewis County Development Corporation to provide engineering and planning services for the phased redevelopment of the Mill Site.
- D. The Authority will take directions only from Village designated representatives.
- E. The Village will establish an advisory panel of stakeholders and interested parties to provide for a coordination of planning efforts.

Since this is a redevelopment project, this project is being completed in phases. The Authority will provide services for Phase 5 as identified by this agreement.

- 1. In support of Phase 5 the Authority shall preform the following Redevelopment Planning and Engineering Services.

1.1 Redevelopment Planning

Redevelopment planning includes, but is not limited to, the following:

- Participating in five committee stakeholders meetings. Stakeholders include, but not limited to, Lewis County Development Corporation, Lewis County, and Village of Lyons Falls to discuss necessary infrastructure and proposed building layouts at the site.
- Development of site planning maps based on feedback from the committee to show possible building locations and footprint. Maps only to be used for layout purposes and marketing. Further review by licensed engineer will be required before design to commence.

1.2 Engineering Services

Engineering services include the following:

- Financial management and grant management services for the existing State and Municipal Facilities Program (SAM) Grant through the Dormitory Authority of the State of New York (DASNY).

- Drafting technical scope of work to be completed on-site to solicit vendors/contractors.
- Recommending contractors/vendors for work to be completed per project scope.
- Serve as professional consultant to review engineering documents and ensure proposed design meets operations needs of the facility and municipality
- Overseeing work of contractors/vendors, and engineers.
- Managing project schedule and work plans.
- Reviewing requisitions for payment by contractors/vendors per contract.
- Coordination with regulatory agencies.

The Village shall contract with a third party engineering firm to provide engineered stamped drawings with the signature of a registered New York State Profession Engineer, this will only be necessary if the need shall arise during the project.

2. Based upon the receipt of funding through the Lewis County Development Corporation (LCDC), the Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for direct expenses such as mileage and postage; provided, however, that the total cost of such services shall not exceed the amount of \$15,000 based on the project being completed by October 31, 2021. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1 – Authority Labor Hour Burdened Rates FYE21

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

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

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. (a) The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.

(b) The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.
15. This Agreement may be modified, or terminated, with 30 day notice by either the Village or Authority

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF LYONS FALLS

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Beau J. Bailey
Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, 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

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Beau J. Bailey, who being duly sworn, did dispose and says that he resides in Lyons Falls, New York; that he is the Mayor of the Village of Lyons Falls described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

NOTARY PUBLIC



Board Resolution No. 2021-01-17
January 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE LYONS FALLS
RIVERSIDE PARK STATE AND MUNICIPAL FACILITIES PROGRAM
GRANT ADMINISTRATION**

Whereas, the Development Authority of the North Country (hereinafter “Authority”) has provided Technical Services for Phase 1 Redevelopment Planning of the former Lyons Falls Pulp and Paper Mill in accordance with an agreement dated July 23, 2012 (**Resolution 2012-05-01**), for Phase 2 Redevelopment Planning in accordance with an agreement dated September 24, 2014 (**Resolution 2014-08-11**), for Phase 3 Redevelopment Planning in accordance with an agreement dated April 11, 2016 (**Resolution 2016-03-42**), and for Phase 4 Redevelopment Planning in accordance with an agreement dated May 21, 2018 (**Resolution No. 2018-05-59**) to the Village of Lyons Falls (hereinafter “Village”), and

Whereas, pursuant to **Resolution 2020-03-36** the Authority is providing technical assistance to the Village’s Library Woodwork Rehabilitation Project, and

Whereas, the Village has requested additional technical services from the Authority to provide Grant Administration Services for the Riverside Park Improvement Project, and

Whereas, the Village was awarded a \$50,000 grant from the State and Municipal Facilities Program (SAM) to complete improvement projects at the Riverside Park, and

Whereas, the Agreement is for an amount not to exceed \$5,000

Now, therefore be it

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
RIVERSIDE PARK STATE AND MUNICIPAL FACILITIES PROGRAM GRANT ADMINISTRATION

WITH

VILLAGE OF LYONS FALLS

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

VILLAGE OF LYONS FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 4059 Cherry Street, Lyons Falls, New York 13368, herein after referred to as "Grantee",

And

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

Recitals

- A. The Village of Lyons Falls will complete improvements to the Village owned Riverside Park to possibly include bathroom rehabilitation, water service installation, playground replacement, and bleacher improvements. The Grantee was awarded a \$50,000 grant from the State and Municipal Facilities Program (SAM) to complete these improvements.
- B. The Development Authority of the North Country has provided grant administration services for multiple State and Municipal Facilities Program Grant (SAM) for local municipalities.
- C. The Grantee has requested the Authority provide technical services for the administration of SAM grant #13298 for its Project. At its Board meeting held on _____, 2021, the Board selected the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that will be performed by the Authority consists of the following:
 - Preliminary Application: Ensure that the preliminary application is completed and formally submitted to the Dormitory Authority of the State of New York (DASNY).
 - Reimbursement Requests: Provide guidance to grantee on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget, and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by SAM Grant.
 - Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
 - General Assistance: Be available to provide guidance to the grantee with other issues, such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about grant programs, specifically SAM.

NOTE: The Authority's scope of work does not include conducting bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes. The Authority's scope of work also does not include administration of other grants related to the same project. If the municipality wishes to engage the Authority in additional services beyond SAM grant administration, a separate contract would be executed with the municipality.

2. The Grantee shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed \$5,000. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and DASNY or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Grantee within 30 days of receipt of each invoice.

TABLE 1 – Authority Labor Hour Burden Rates FYE21

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

3. The Grantee shall provide the reasonable support services of its attorney, and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Grantee as additional insured on the liability policy.
5. The Grantee shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Grantee will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Grantee, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Grantee against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Grantee 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 Grantee will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Grantee. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Grantee 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 Grantee arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Grantee and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Grantee or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____
Carl E. Farone, Jr.

VILLAGE OF LYONS FALLS

By: _____
Beau Bailey

Executive Director

Mayor

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, 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

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Beau Bailey, who being duly sworn, did dispose and says that he resides in Lyons Falls, New York; that he is the Mayor of the Village of Lyons Falls described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

NOTARY PUBLIC



Board Resolution No. 2021-01-18 January 28, 2021

COMMUNITY DEVELOPMENT LOAN FUND 51-53 MARKET STREET, L.P. MODIFICATION TO RIDER TO REGULATORY AGREEMENT

Whereas, **Resolution No. 2003-01-07** approved an allocation of 2003 federal low income housing tax credits in the amount of \$86,000 to 51-53 Market Street, L.P. to renovate the building located at 51-53 Market Street, Potsdam, and

Whereas, the project created 6 residential units for individuals with incomes at or below 60% of the area median income for St. Lawrence County, and

Whereas, as the tax credit granting entity the Authority entered into a 15-year Regulatory Agreement with 51-53 Market Street, L.P. to maintain the 6 units at 60% of the area median income for St. Lawrence County per the IRS requirements, and

Whereas, the Authority executed a 15-year Rider to the Regulatory Agreement enforcing the income requirements for an additional 15-years per IRS requirements, and

Whereas, the first 15-year Regulatory Agreement expired December 31, 2017, and

Whereas, the Development Authority, as the tax credit granting entity, has the ability to modify the 15-year Rider to the Regulatory Agreement to adjust for unforeseen market conditions, and

Whereas, 51-53 Market Street, L.P., managed by the North Country Housing Council, has struggled over the past three years to fill the affordable housing units with many applicants over income, and

Whereas, students are not eligible for this housing, and

Whereas, **Resolution No. 2007-03-13** modified the 15-year Rider to the Regulatory Agreement with Brighton L.P. in Watertown allowing for 16 units to remain at 60% of the area median income while 16 units were allowed to become market rate due to changes in the housing market conditions associated with growth at Fort Drum, and

Whereas, **Resolution No. 2019-09-100** modified the 15-year Rider to the Regulatory Agreement with Carthage Development Group Limited Partnership effective January 1, 2020 to reflect 10 units remain at 60% of the area median income and 10 units be allowed to become market rate to reflect the changes in the housing market, and

Whereas, all other terms and conditions of the Rider to the Regulatory Agreement will remain the same.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby modify the Rider to the Regulatory Agreement with 51-53 Market Street, L.P. to maintain 3 units at 60% of area median income and make 3 units available at market rate effective January 1, 2021 to address changes in the housing market conditions and further authorizes the Executive Director or Chief Financial Officer to execute all documents necessary.



Board Resolution No. 2021-01-19
January 28, 2021

COMMUNITY DEVELOPMENT LOAN FUND
55-57 MARKET STREET, L.P.
MODIFICATION TO RIDER TO REGULATORY AGREEMENT

Whereas, **Resolution No. 2006-01-04** approved an allocation of 2006 federal low income housing tax credits in the amount of \$129,894 to 55-57 Market Street, L.P. to renovate the building located at 55-57 Market Street, Potsdam, and

Whereas, the project created 7 residential units for individuals with incomes at or below 60% of the area median income for St. Lawrence County, and

Whereas, as the tax credit granting entity the Authority entered into a 15-year Regulatory Agreement with 55-57 Market Street, L.P. to maintain the 7 units at 60% of the area median income for St. Lawrence County per the IRS requirements, and

Whereas, the Authority executed a 15-year Rider to the Regulatory Agreement enforcing the income requirements for an additional 15-years per IRS requirements, and

Whereas, the first 15-year Regulatory Agreement expires December 31, 2020, and

Whereas, the Development Authority, as the tax credit granting entity, has the ability to modify the 15-year Rider to the Regulatory Agreement to adjust for unforeseen market conditions, and

Whereas, 55-57 Market Street, L.P., managed by the North Country Housing Council, has struggled over the past three years to fill the affordable housing units with many applicants over income, and

Whereas, students are not eligible for this housing, and

Whereas, **Resolution No. 2007-03-13** modified the 15-year Rider to the Regulatory Agreement with Brighton L.P. in Watertown allowing for 16 units to remain at 60% of the area median income while 16 units were allowed to become market rate due to changes in the housing market conditions associated with growth at Fort Drum, and

Whereas, **Resolution No. 2019-09-100** modified the 15-year Rider to the Regulatory Agreement with Carthage Development Group Limited Partnership effective January 1, 2020 to reflect 10 units remain at 60% of the area median income and 10 units be allowed to become market rate to reflect the changes in the housing market, and

Whereas, all other terms and conditions of the Rider to the Regulatory Agreement will remain the same.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby modify the Rider to the Regulatory Agreement with 55-57 Market Street, L.P. to maintain 4 units at 60% of area median income and make 3 units available at market rate effective January 1, 2021 to address changes in the housing market conditions and further authorizes the Executive Director or Chief Financial Officer to execute all documents necessary.



Board Resolution No. 2021-01-20
January 28, 2021

COMMUNITY DEVELOPMENT LOAN FUND
51-53 MARKET STREET, L.P.
ASSUMPTION OF LOAN AND REGULATORY AGREEMENT

Whereas, **Resolution No. 2002-04-09** approved a loan in the amount of \$200,000 to 51-53 Market Street, L.P. to renovate the building located at 51-53 Market Street, Potsdam, and

Whereas, the project created 6 residential units for individuals with incomes at or below 60% of the area median income for St. Lawrence County, and

Whereas, 51-53 Market Street, L.P., managed by the North Country Housing Council, has struggled over the past three years to fill the affordable housing units with many applicants over income, and

Whereas, staff has been working with the Village of Potsdam and North Country Housing Council to identify a buyer for the property, and

Whereas, Scott and Lynzie Schulte, or their new company to be formed, are acquiring 51-53 Market Street, and the adjacent 55-57 Market Street, and have requested that they assume the existing Authority loan, and

Whereas, **Resolution No. 2018-08-99** modified the loan to 51-53 Market Street, L.P. fixing the interest rate at 1% and extending the term to October 1, 2030, and

Whereas, the current outstanding balance is \$79,771 as of December 24, 2020, and

Whereas, the Village of Potsdam fully supports the transaction, and

Whereas, staff proposes that the loan mature 120 months from the date of closing, and

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

Whereas, the Schultes', or their new company to be formed, will assume the modified extended regulatory agreement for 51-53 Market Street, L.P.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the assumption of the loan and regulatory agreement of 51-53 Market Street, L.P. by Scott and Lynzie Schulte, or their new company to be formed, at the attached terms and conditions, and authorizes the Executive Director or Chief Financial Officer to execute all documents necessary.

TERM SHEET

Borrower:	Scott Schulte and Lynzie Schulte, or new company to be formed
Loan Fund:	Community Development Loan Fund
Amount:	\$79,771.25 (as of 12/24/2020) This may be adjusted as payments are received
Loan Term:	Matures 120 months from closing
Loan Rate:	1%
Loan Payment:	Monthly principal and interest to fully amortize loan
Collateral:	Personal guarantees of Scott and Lynzie Schulte 1 st mortgage on building located at 51-53 Market Street, Potsdam Assignment of Rents and Leases

BORROWER: New business to be formed

BUSINESS LOCATION: 36 Leroy Street, Potsdam, NY 13676

PROJECT LOCATION: 51-53 Market Street, Potsdam, NY 13676

OWNERSHIP: Lynzie Schulte – 51%
Scott Schulte – 49%

AMOUNT: Assumption, \$79,771.25 (as of 1/1/2021)

TERM: Matures 120 months from closing

RATE: 1%

PAYMENTS: Monthly principal and interest payments to fully amortize loan

COLLATERAL: First mortgage

GUARANTORS: Lynzie Schulte and Scott Schulte

USE OF FUNDS:

SOURCES OF FUNDS		USES OF FUNDS	
Authority Loan	\$ 79,771.00	Acquisition	\$429,221.00
Village of Potsdam	\$325,000.00		
Cash Equity	<u>\$ 24,450.00</u>		
Total Sources	\$429,221.00	Total Uses	<u>\$429,221.00</u>

Village of Potsdam=\$325,000, interest-only at 1% for 13 years, principal forgiven at maturity. The Village received a CDBG award that was converted to a loan to the St. Lawrence County Housing Council to complete improvements on the project in 2005. It requires interest-only payments and will be written-off by the Village at maturity.

Cash Equity-Loan Closing Fees-\$1,500, Bring Village Loan Current-\$16,250, Bring Taxes/PILOT current-\$6700.89

HISTORY:

51-53 Market Street L.P. owns and operates the building located at 51-53 Market Street, Potsdam, NY. The St. Lawrence County Housing Council (currently known as the North Country Housing Council) is the general partner in the project. In 2002, the Housing Council took on the task to redevelop the buildings located at 51-53 and 55-57 Market Street after they

were destroyed by fire in 1998. 51-53 Market Street has 6 low-income housing tax units-3 2-bedroom and 3 3-bedroom. It has two commercial units.

In June 2014, the PDC approved reducing the interest rate on the loan from 4% to 1%. The payment went from \$1,211.96 to \$708.33. This modification was approved for twelve months. The PDC then extended the modification for an additional twelve months at its meeting on June 25, 2015. In August 2016, the Board provided for an additional 24 months with the interest rate at 1%. Finally, in August 2018, the board agreed to extend the interest rate at 1% until the loan matured 3/31/2020. Since March we provided 3 months of no principal and no interest payments for May-July due to Covid, and have been receiving regular payments since August 2020. The Housing Council is current on their payments.



The Housing Council has stated that they no longer want to operate this property, or the adjacent tax credit property, 55-57 Market Street. Staff has been working with Village of Potsdam staff to identify a buyer for the properties.

Project:

Lynzie and Scott Schulte would like to purchase 51-53 and 55-57 Market Street in Potsdam. Staff has been working closely with the Schultes' and the Village to negotiate this transfer.

Lynzie and Scott Schulte moved to Potsdam in 2018 after living in Cleveland, Ohio, for the last 10 years. Lynzie is from the Capital Region. Lynzie has a Doctorate in Physical Therapy from Ohio State University. Lynzie has worked at Clarkson University as an adjunct faculty member in the Doctor of Physical Therapy Program, volunteer's time at Potsdam Central School, and was elected to a board position for Cornell Cooperative Extension in 2021. At the end of 2019, Lynzie opened a small business in 55 Market Street called Foster the Plant Café whose mission is to utilize local ingredients and products, highlight local artisans, make decisions based on environmental stewardship, and support other small businesses and non-profits with events and partnerships. They have employed over 10 staff in the last year and have grossed close to \$150,000 in sales in 2020. The business did not have a profit in 2020.

Scott Schulte graduated from the University of Akron with a Masters of Nursing as a Certified Registered Nurse Anesthetist in 2011. He currently works in the anesthesia department at

Canton-Potsdam Hospital. He is involved with the Potsdam Central School Track Coach and sits on the Village of Potsdam Police Reform Committee.

Lynzie and Scott have completed two other renovation projects in Potsdam over the past two years. The first project was a complete renovation of a 1500 square foot office space into two brand new apartments. Solely Lynzie and Scott completed design work and furnishings. They oversaw the entire project including the contractors. Their next project was to design, construct and open the plant-based café in downtown Potsdam.

They are committed to Potsdam and feel that they can improve the operations of 51-53 Market Street and 55-57 Market Street in Potsdam. They hope to utilize their own funds to make immediate repairs to several units including a leak in a bathroom, new light fixture, dripping faucets, and window repairs. Longer term plans include window repairs/replacements, screen and safety bars repair/replacement, and refreshing exterior of building. They will also save funds to replace the roof.

In addition to the assumption of the Authority’s loan, the Schultes’ are also asking if the Authority would consider modifying the Extended Regulatory Agreement to allow for 50% of the units, or 3, to be at market rate. The other three would remain at 60% area median income. As Linzie points out, the median income in the Village of Potsdam as of the 2019 ACS was \$32,282. This is slightly above 60% of the area median income for a 1 person household in the village. A two-person household at 60% area median income is \$32,280. As a reminder, the majority of units in 51-53 Market Street are 2 and 3 bedroom units.

Students are also excluded from tax credit units. This also limits the Schulte’s ability to lease the units. As with past tax credit projects when the first 15-year affordability period has expired, the Authority has considered modifying the affordability mix for the extra 15-year regulatory period based upon market demand. In this case, the market supports the low-income units, however is squeezed based upon the area median income and would benefit from the change to 50% affordable and 50% market rate.

If the board approved the modification to the extended regulatory agreement, then the Schultes’ would assume the modified extended regulatory agreement.

FINANCIALS:

Historical

	2018	2019	2020	2021
Revenue	\$61,727	65,931	\$28,940	\$65,174
Expenses				
Advertising	\$0	\$0	\$0	\$1,500
Property Management	\$5,760	\$0	\$0	\$0
Bad debt	\$700	\$1,778	\$0	\$0
Insurance	\$10,449	\$8,804	\$7,411	\$6,918
Legal & Professional	\$4,500	\$9,285	\$4,750	\$1,600

Office Expense	\$0	\$0	\$0	\$0
Payroll	\$0	\$0		\$4,140
Real Estate Taxes	\$6,015	\$6,196	\$0	\$6,382
Repairs & Maintenance	\$15,990	\$14,183	\$6,695	\$4,050
Utilities	\$8,918	\$8,121	\$4,752	\$8,400
Water and Sewer	\$6,568	\$7,199	\$12,976	\$5,000
Miscellaneous	\$1,414	\$32,066	\$120	\$900
Depreciation	\$39,222	\$20,552	\$0	\$0
Interest	<u>\$13,475</u>	<u>\$4,094</u>	<u>\$71</u>	<u>\$0</u>
Total Expenses	\$113,011	\$112,278	\$36,775	\$38,890

Total NOI	(\$51,284)	(\$46,347)	(\$7,835)	\$26,284
Add back: Depreciation	\$39,222	\$20,552	\$0	\$0
Add back: Interest	\$13,475	\$4,094	\$0	\$0
One Time Income/(Expense)	<u> </u>	<u>(\$30,000)</u>	<u>\$19,658</u>	<u>\$0</u>
Cash Available for Debt	\$1,413	\$8,299	\$11,823	\$26,284

Debt Service-DANC:	\$8,450	\$8,450	\$8,450	\$8,450
Debt Service-Village	\$3,250	\$3,250	\$3,250	\$3,250
Total Debt Service	\$11,700	\$11,700	\$11,700	\$11,700
DSC Ratio	.12	.71	1.01	2.25

Project Reserves \$3,000

- The historical financial information for 2018 and 2019 is from audited financial statements. The 2021 information was prepared by the applicant.
- Actual information for 2020 through October and internally prepared by the Housing Council. The Housing Council did not book any of the commercial rents to 51-53 Market Street LP but booked them to their own account. This may be because the Master Lease ended in 2019. The Master Lease required that Housing Council collect the commercial leases and then pay a master lease to 51-53 Market Street. Uncertain what the commercial lease agreement reads that allows Housing Council to keep all commercial leases. However, this would add an additional \$26,040 annually to the bottom line. Also, the Housing Council has not booked taxes for 2020. They have not paid their PILOT for 2020. Finally, the Housing Council has not made interest-payments to the Village since 2016. The Buyers will bring the PILOT and interest-payments current at closing.
- Rents for the 3 2-bedroom units are projected at \$660 per month and the rents for the 3 3-bedroom units are projected at \$735 per month. These rents are well below the rents allowed for tax credit units in St. Lawrence County. The rent for a 2 bedroom unit in 2020 is \$907 and for a 3 bedroom it is \$1,048. Oddly, the rents for an affordable tax credit unit at 60% AMI are higher than the fair market rents for the same units. The fair market rent for St. Lawrence County effective July 1, 2020 for a 2-bedroom unit was \$830 and for a 3-bedroom unit it was \$1,034. Tenant pays electricity.

- Currently, all 6 rental units are occupied. There are two tenants in the commercial space. Three Bears pays \$1260/month and H&R Block pays \$1344/month. They factored a 20% vacancy rate into the projections.
- In regard to projected expenses, the Schultes' received a quote for insurance. Depreciation and interest were not included in their projections. Interest was accounted for in the cash flow analysis.
- If projections are able to be met, the project would have sufficient cash flow to repay debt. The income is extremely conservative based upon the current rents.

Personal Credit:

Lynzie and Scott list personal assets of \$683,244 and liabilities of \$371,457. Primary assets include cash, retirement accounts and real estate. Liabilities include revolving credit and real estate. They list salaries of \$264,000. Scott has a TransUnion credit score of 735. He has no derogatory comments. He shows \$34,708 in revolving credit, \$81,817 in installment, and \$214,400 in mortgage debt. Most of his installment loans are for education. Lynzie has a TransUnion credit score of 724. She only lists \$37,054 in revolving debt and \$30,704 in installment. She has a few student loans of her own and credit cards with small loan balances otherwise, her debt is the same as Scott's debt. She has no derogatory comments.

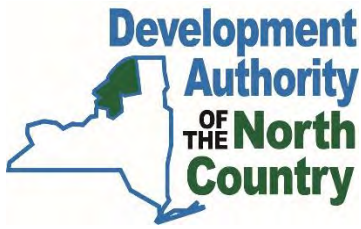
Collateral Analysis

	Full Market Value	Discount
51-53 Market Street	\$221,421	
Discounted at 70% LTV		\$154,995
Total	\$221,421	\$154,995
Development Authority Loan	\$79,771	\$79,771
Total LTV	36%	52%

*Market value from the Village of Potsdam tax records. Assessed value is \$190,000.

STAFF RECOMMENDATION:

Staff recommends allowing Lynzie and Scott Schulte, or new company to be formed, to assume the Authority's existing CDLF loan for 51-53 Market Street at 1% for 120 months from the time of closing, with all other terms and conditions to remain the same. Loan would be conditioned on the personal guarantees of Lynzie and Scott Schute. Staff also recommends adjusting the extended regulatory agreement to allow for 50% of the units, or 3, at market rate, and 50% of the units at 60% of the area median income. The Schultes' would also be allowed to assume the extended modified regulatory agreement.



Board Resolution No. 2021-01-21
January 28, 2021

COMMUNITY DEVELOPMENT LOAN FUND
55-57 MARKET STREET, L.P.
ASSUMPTION OF REGULATORY AGREEMENT

Whereas, **Resolution No. 2006-01-04** approved an allocation of 2006 federal low income housing tax credits in the amount of \$129,894 to 55-57 Market Street, L.P. to renovate the building located at 55-57 Market Street, Potsdam, and

Whereas, the project created 7 residential units for individuals with incomes at or below 60% of the area median income for St. Lawrence County, and

Whereas, 55-57 Market Street, L.P., managed by the North Country Housing Council, has struggled over the past three years to fill the affordable housing units with many applicants over income, and

Whereas, staff has been working with the Village of Potsdam and North Country Housing Council to identify a buyer for the property, and

Whereas, Scott and Lynzie Schulte, or their new company to be formed, are acquiring 55-57 Market Street, and the adjacent 51-53 Market Street, and have requested that they assume the regulatory agreement, and

Whereas, the Village of Potsdam fully supports the transaction, and

Whereas, all other terms and conditions of the modified extended regulatory agreement will remain the same, and

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the assumption of the regulatory agreement of 55-57 Market Street, L.P. by Scott and Lynzie Schulte, or their new company to be formed, and authorizes the Executive Director or Chief Financial Officer to execute all documents necessary.



Board Resolution No. 2021-01-22
January 28, 2021

COMMUNITY DEVELOPMENT LOAN FUND
LEWIS COUNTY DEVELOPMENT CORPORATION
LOAN MODIFICATION

Whereas, **Resolution No. 2018-05-66** ratified a loan to Lewis County Development Corporation in the amount of \$750,000 from the Community Development Loan Fund, and

Whereas, **Resolution No. 2019-12-123** extended the loan term to March 1, 2021, and

Whereas, the funds were provided to bridge grant funds to complete phase four of the redevelopment project at the former Lyons Falls Pulp and Paper Mill site, and

Whereas, work at the project site is substantially completed, and

Whereas, the grant funds are disbursed on a reimbursement basis, and

Whereas, the current principal balance is \$178,954.40, and

Whereas, the borrower has requested an extension to repay the loan until March 31, 2022, and

Whereas, the borrower paid accrued interest through January 12, 2021, and

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

Whereas, the Engineering Division is overseeing the project management on behalf of the Village of Lyons Falls.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the loan modification for Lewis County Development Corporation for an additional twelve months beginning April 1, 2021 and ending March 1, 2022 and authorizes the Director of Regional Development to execute all necessary documentation.

TERM SHEET

Borrower: Lewis County Development Corporation

Loan Fund: Community Development Loan Fund

Amount: \$750,000 (paid down to \$178,954.40 as of 1/12/2021)

Loan Term: Original-Revolving line-of-credit; 12 months or upon receipt of final disbursement of funds, whichever occurs first;
revised due 3/1/2022

Loan Rate: 1.5%

Loan Payment: Original-Interest-only due upon receipt of the final payment.
All accrued interest and principal due and payable March 1, 2022

Collateral: Assignment of grant proceeds

January 5, 2021

Michelle Capone
Development Authority of the North Country
317 Washington Street
Watertown, NY 13601

Dear Michelle

The Lewis County Development Corporation would request DANC extend the term of our existing \$750,000 short term loan for the Lyons Falls mill project.

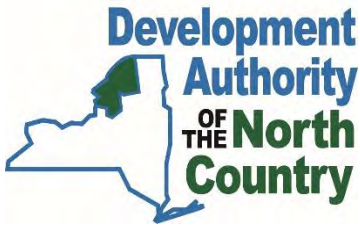
We are very close to completion of this project and are currently waiting for reimbursement from two different NYS grant programs. When these funds have been received the LCDC expects to be able to make final payment on the loan.

I would request the term for the loan be extended till early to middle of 2022 to allow for the long delays in the grant reimbursement process. If you need any other information for this request, please let me know.

Sincerely,



Eric Virkler
Executive Director



Board Resolution No. 2021-01-23
January 28, 2021

LOAN MODIFICATION
351 EAST ORVIS L.P.

Whereas, **Resolution No. 2016-06-80** authorized a loan in the amount of \$220,000 from the Housing Revolving Loan Fund to 351 East Orvis L.P. (“Borrower”) to complete renovations to its property located at 351 East Orvis Street, Massena, and

Whereas, **Resolution No. 2018-05-73** approved a subordination of its loan in the original amount of \$220,000 to a NBT Bank loan of \$260,000, and

Whereas, the Project Development Committee approved 4 months of no principal and no interest payments from April-July 2020 as part of our COVID-19 relief assistance to borrowers, and

Whereas, the Project Development Committee approved an additional four months of interest-only payments from August-December 2020, and

Whereas, the Borrower has tenants that have not paid and have destroyed units and due to the Governor’s moratorium on evictions, has struggled to remove them in a timely manner, and

Whereas, the Borrower plans to use his own resources to renovate units, and

Whereas, the primary lender, NBT Bank has agreed to provide an additional 9 months interest only payments beginning December 2020 and ending August 2021, and

Whereas, the Borrower is in good standing with the Authority on its loan, and

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

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country agrees to interest-only payments beginning with the January 2021 payment and ending with the August 2021 payment and authorizes the Director of Regional Development to execute all necessary documents.

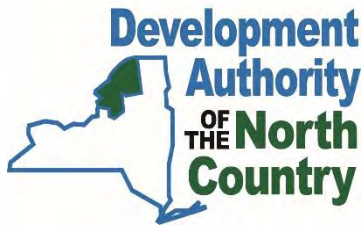
TO: Project Development Committee
FROM: Michelle Capone, Director of Regional Development
DATE: December 17, 2020
SUBJECT: Interest-Only Extension – 351 East Orvis Street LP

Resolution No. 2016-06-80 authorized a loan in the amount of \$220,000 from the Housing Revolving Loan Fund to 351 East Orvis, L.P. to complete renovations to its property located at 351 East Orvis Street, Massena. This loan closed on September 15, 2016.

The current principal balance on the Authority loan is \$195,077.76. As part of our COVID-19 relief to businesses, we provided the borrower with 4 months no principal and no interest payments for April-July 2020. We also approved interest-only payments for August-December 2020. As I had previously discussed with the Board, the borrower serves a very low-income population. He has had several tenants that have not paid or have destroyed units and has limited options for eviction as the Governor has put a hold on all evictions through at least the end of 2020. As units turnover he is fixing them up. His plan is to take 6 units and turn them into 4 brand new units. His plan is to pay for the renovations from personal cashflow. These improvements are much needed in order to provide higher quality units that will garner higher rents.

He provided a cashflow projection for the business through December 2021. His projections show total debt payments of \$2,000. Currently, his monthly payments to NBT Bank are \$1,821 (\$247,000 balance), and \$1298 to the Authority (\$195,077 balance). NBT Bank has approved an additional 9 months interest-only beginning with the December 2020 payment and ending with the August 2020 payment. His monthly payments will be about \$1200. If the Authority agrees, we would match the bank's interest-only for the additional 8 months from January-August 2020 (we had already approved interest-only for December 2020) and then re-evaluate his financial position to return to regular payments. His monthly interest-only payment would be \$568.98. Combined his payments are below \$2000 per month.

Staff recommends that the Authority approve an additional 8 months interest-only payments beginning January 2021 and ending with the August 2021 payment. Regular principal and interest-payments will begin thereafter.



Board Resolution No. 2021-01-24
January 28, 2021

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
TRAILHEAD RESORT, LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2018-06-87** ratified funding to Trailhead Resort LLC in the amount of \$233,000 from the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, Resolution No. 2020-02-13 consented to subordinating the Authority's loan to the Essex County IDA's Ground Lease, and

Whereas, the Project Development Committee approved 3 months of no principal and no interest payments from April-June 2020 as part of our COVID-19 relief assistance to borrowers, and

Whereas, the Project Development Committee approved an additional 3 months of interest-only payments for July-September 2020, and

Whereas, the Borrower started its operations in late 2019/early 2020 and has been significantly impacted by the COVID-19 pandemic, and

Whereas, the Borrower has requested additional relief on their loan, and

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

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve three months of interest-only payments beginning with the December 2020 payment and ending with the February 2021 payment, and authorizes the Director of Regional Development to execute all necessary documentation.

TERM SHEET

Borrower: Trailhead Resort, LLC

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund

Amount: \$233,000 (ESD funding)

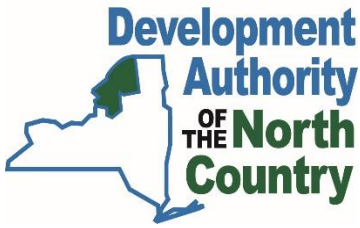
Loan Term: 240 months (maturity date 4/1/2039)

Loan Rate: 1%

Loan Payment: Interest-only from December 2020-February 2021 then regular principal and interest of \$1,122.51 with a balloon payment at the end of the term of approximately \$9,500.

Collateral: First mortgage and assignment of rents and leases on real estate at 5410 Route 28N, Newcomb, NY; priority lien on machinery and equipment, furniture and fixtures, inventory, accounts receivable and general intangibles of business.

Guarantors: Anthony F. Audino and Kelly Stamas-Audino



Board Resolution No. 2021-01-25
January 28, 2021

TECHNICAL SERVICES AGREEMENT
TOWN OF GOUVERNEUR

Whereas, **Resolution No. 2018-06-85** authorized a technical services with the Town of Gouverneur to provide grant writing for applications to be submitted to New York State to fund affordable housing programs in the Town, and

Whereas, **Resolution No. 2019-09-97** approved a subrecipient agreement with the Town of Gouverneur to provide program delivery and grant administration for its NYS Community Development Block Grant owner-occupied housing rehabilitation program, and

Whereas, the Town has requested that the Authority write a new grant application for Community Development Block Grant funding to continue its owner-occupied rehabilitation program, and

Whereas, if the Town is awarded the grant, the Authority will provide program delivery and grant administration services, and

Whereas, the Agreement is for an amount not to exceed \$2,000 to complete one housing application.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to enter into a Technical Services Agreement with the Town of Gouverneur to complete one housing grant application to New York State.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT**

WITH THE

TOWN OF GOUVERNEUR

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

TOWN OF GOUVERNEUR, a New York State municipality having an office building and principal place of business located at 1227 US Highway 11, Gouverneur, New York 13642, herein after referred to as "Town",

And

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

Recitals

- A. The Town has requested technical services from the Authority to provide grant writing for up 1 application to be submitted to New York State to fund an affordable housing program in the Town.
- B. The Authority currently provides grant administration and program delivery services for a 2019 CDBG owner-occupied rehabilitation program in the Town.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

WHEREFORE, the parties hereto agree as follows:

- A. The Town will provide all necessary information to the Authority's Regional Development staff to complete applications on behalf of the Town.
- B. The Authority will take directions only from Town designated representatives.

1. Scope of Services:

The scope of services that will be performed by the Authority consists of the following:

1.1 Grant Writing

The Authority will prepare 1 grant for the Town based upon discussion with the Town. The application will be for an owner-occupied rehabilitation program throughout the Town. The funding source will be the Community Development Block Grant Program. Services will include working with Town staff to poll the

community for interest in the program, as well as up to 3 inspections of homes that would serve as sample cases in the application.

2. Payment

The Town shall pay the Authority for such services at the labor rate for the specific job classification performing the services (see Table 1) for each application. These rates are effective 4/1/2020. Authority Labor Rates are adjusted annually on 4/1. The total not to exceed amount for the application will be \$2,000.

TABLE 1 – Authority Labor Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$102	NA
Sr. Project Development Spec.	\$85	NA
Project Engineer	\$85	NA
Community Planner	\$70	NA
GIS Specialist	\$55	\$69
Assistant Dir of Engineering	\$85	NA

3. The Authority shall bill upon completion of the work with invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.
4. The Town will be responsible for additional direct costs associated with loan underwriting services to include, but not limited to, credit reports and travel associated with meeting with applicants, when necessary.
5. The Town shall provide the reasonable support services of its staff as appropriate to assist in providing the Authority with complete applications for review.
6. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
7. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
8. (a) The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the actions or omissions of the Town under this Agreement.

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

9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, or for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. The Authority is an independent contractor with the Town 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.
13. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
14. 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.
15. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

16. 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.

17. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority.

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

TOWN OF GOUVERNEUR

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____

By: _____

David L. Spilman, Jr.
Supervisor

Carl E. Farone Jr.
Executive Director

ACKNOWLEDGEMENTS

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

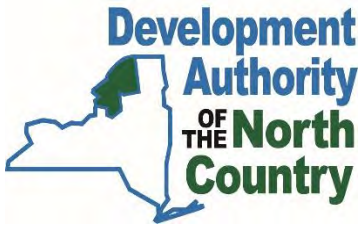
On this ____ day of _____, 2021, before me personally came David L. Spilman, Jr., who being duly sworn, did dispose and says that he resides in the Town of Gouverneur, New York; that he is the Supervisor of the Town of Gouverneur described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town of Gouverneur.

NOTARY PUBLIC

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

On this ____ day of _____, 2021, 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, described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Development Authority of the North Country.

NOTARY PUBLIC



Board Resolution No. 2021-01-26
January 28, 2021

TECHNICAL SERVICES AGREEMENT
VILLAGE OF MASSENA

Whereas, **Resolution No. 2019-03-43** authorized a technical services with the Village of Massena to provide grant writing for an application to be submitted to New York State to fund an affordable housing program in the Village, and

Whereas, the Authority completed an application for funding in 2019 through the New York State Affordable Housing Corporation for a town-wide owner-occupied rehabilitation program, and

Whereas, the state has not announced awards for this funding, and

Whereas, the Village has requested that the Authority write a new grant application for Community Development Block Grant funding to implement an owner-occupied rehabilitation program, and

Whereas, if the Village is awarded the grant, the Authority will provide program delivery and grant administration services, and

Whereas, the Agreement is for an amount not to exceed \$2,750 to complete one housing application, and

Whereas, the Authority has provided program delivery and grant administration for two other successful housing programs for the Village of Massena.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to enter into a Technical Services Agreement with the Village of Massena to complete one housing grant application to New York State.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT**

WITH THE

VILLAGE OF MASSENA

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

VILLAGE OF MASSENA, a New York State municipality having an office building and principal place of business located at 60 Main Street, Village Hall, Massena, New York 13662, herein after referred to as "Village",

And

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

Recitals

- A. The Village has requested technical services from the Authority to provide grant writing for up 1 application to be submitted to New York State to fund an affordable housing program in the Village.
- B. The Authority previously provided grant administration and program delivery services for a 2016 Affordable Housing Corporation owner-occupied rehabilitation program and a 2016 CDBG homebuyer assistance program in the Village.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

WHEREFORE, the parties hereto agree as follows:

- A. The Village will provide all necessary information to the Authority's Regional Development staff to complete applications on behalf of the Village.
- B. The Authority will take directions only from Village designated representatives.

1. Scope of Services:

The scope of services that will be performed by the Authority consists of the following:

1.1 Grant Writing

The Authority will prepare 1 grant for the Village based upon discussion with the Village. The application will be for an owner-occupied rehabilitation program throughout the Village. The funding source will be the Community Development

Block Grant Program. Services will include working with Village staff to poll the community for interest in the program, as well as up to 3 inspections of homes that would serve as sample cases in the application.

2. Payment

The Village shall pay the Authority for such services at the labor rate for the specific job classification performing the services (see Table 1) for each application. These rates are effective 4/1/2020. Authority Labor Rates are adjusted annually on 4/1. The total not to exceed amount for the application will be \$2,000; however if a windshield survey is required, an additional \$750 will be charged for a total not to exceed of \$2,750.

TABLE 1 – Authority Labor Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$102	NA
Sr. Project Development Spec.	\$85	NA
Project Engineer	\$85	NA
Community Planner	\$70	NA
GIS Specialist	\$55	\$69
Assistant Dir of Engineering	\$85	NA

3. The Authority shall bill upon completion of the work with invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.
4. The Village will be responsible for additional direct costs associated with loan underwriting services to include, but not limited to, credit reports and travel associated with meeting with applicants, when necessary.
5. The Village shall provide the reasonable support services of its staff as appropriate to assist in providing the Authority with complete applications for review.
6. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
7. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.

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

(b) The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the actions or omissions of the Authority under this Agreement.
9. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, or for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
12. 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.
13. 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.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.



Board Resolution No. 2021-01-27
January 28, 2021

**TEMPORARY DELEGATED AUTHORITY
LOAN PROGRAMS
COVID-19
EXTENSION**

Whereas, **Resolution No. 2020-03-41** temporarily delegated authority to the Project Development Committee to approve modifications to loans to businesses impacted by the COVID-19 pandemic through June 2020, and

Whereas, **Resolution No. 2020-05-72** extended the delegated authority to the Project Development Committee to approve modifications to loans to businesses impacted by the COVID-19 pandemic through December 31, 2020, and

Whereas, almost one year later, the impacts of COVID-19 are still being felt in the temporary and permanent closure of businesses, institutions, events, and activities which have had significant impacts on our economy, and

Whereas, Authority staff continues to monitor the impact of the virus on our borrowers and our loan portfolios, and

Whereas, the Authority wants to be proactive in assisting businesses through these trying times, and

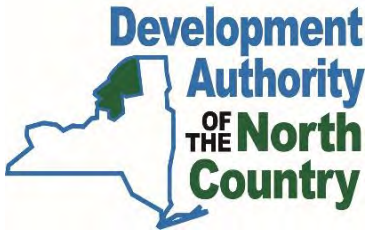
Whereas, it remains beneficial to delegate authority to the Project Development Committee to modify loan payments for borrowers impacted by the virus if issues should arise, and

Whereas, Authority staff will review each loan on a case-by-case basis, as needed, and

Whereas, this resolution would cover all Development Authority housing and business loan programs through June 30, 2021.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby delegate authority to modify loan repayments on all Authority housing and business loan programs to the Project Development Committee through June 30, 2021 and authorizes the Director of Regional Development to execute all documentation necessary to modify such loans.



Board Resolution No. 2021-01-28
January 28, 2021

**OPERATIONS/MAINTENANCE & ADMINISTRATIVE
SERVICE AGREEMENT
ROUTE 3 SEWER FACILITIES
BOARD OF COMMISSIONERS**

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

Whereas, the Route 3 Sewer Board of Commissioners desires to enter into a new one (1) year Operations/Maintenance and Administrative Service Agreement with the Development Authority of the North Country for a total amount of \$105,635, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations/Maintenance and Administrative Service Agreement with the Route 3 Sewer Facilities Board of Commissioners, and be it further

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

OPERATIONS/MAINTENANCE & ADMINISTRATIVE SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
ROUTE 3 SEWER FACILITIES BOARD OF COMMISSIONERS

TOWN OF CHAMPION
TOWN OF LERAY
TOWN OF PAMELIA
TOWN OF RUTLAND
VILLAGE OF BLACK RIVER

This sets forth the Operation/Maintenance and Administrative Service Agreement made effective January 1, 2021, by and between the *Board of Commissioners for the Route 3 Sewer Facilities* ("Board" or "Board of Commissioners"), as authorized under an Inter-Municipal Agreement dated May 15, 2003 between the Town of Champion, the Town of LeRay, the Town of Pamela, the Town of Rutland, the Village of Black River and 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 Board of Commissioners for the Route 3 Sewer Facilities has determined that the Authority is qualified and equipped to provide Operation/Maintenance and Administrative Services for the Route 3 Sewer Facilities and desires to engage the Authority for such services. The Board is authorized to enter into this Agreement by Resolution dated December 9, 2019 a certified copy of which is attached as **Exhibit "A"**.
- 2) The Authority desires to provide Operations/Maintenance and Administrative Services for the Route 3 Sewer Facilities described in this Agreement.

AGREEMENT

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

Article I	Definitions
Article II	Engagement and Scope of Services
Article III	Emergency Procedures and Services
Article IV	Terms
Article V	Compensation
Article VI	Board Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

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

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Board" or "Board of Commissioners", the Route 3 Board of Commissioners as defined in the Inter-Municipal Agreement.
- 3) "Capital Expense", charges for repayment of principal and interest on that principal for any funds borrowed for construction of facilities under this Agreement. It shall also include other capitalized charges such as, engineering, interest during construction, legal bond counsel fees, and fiscal advisor fees.
- 4) "Chief Elected Official", the Town Supervisor or Village Mayor.
- 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 Board means the period of twelve (12) calendar months beginning with January 1st of any year ending with December 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Fort Drum", the United States Department of the Army operating a facility at Fort Drum, New York.
- 9) "Industrial Waste" shall have the meaning given or ascribed to such term under the Federal Water Pollution Control Act.
- 10) "Inter-Municipal Agreement", a legally binding document describing the authority, management, scope and other relevant information pertaining to the Route 3 Sewer Facilities Board of Commissioners.
- 11) "Operations and Maintenance Expenses", recurring 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.
- 12) "Operations and Maintenance Manual", a written document provided by the design engineer describing the proper operation of the system, the recommended maintenance schedule for equipment, and other information provided by the manufacturer and supplied with the equipment.
- 13) "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.
- 14) "Sewage", waterborne domestic or municipal wastes (except industrial wastes).

- 15) "Sewer Facilities", the Route 3 Sewer Facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described in Table 1 below.
- 16) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitoring sewer facilities.
- 17) "Town of Champion", a municipal corporation with offices at 10 North Broad Street, Carthage, New York 13619 (herein referred to as "Champion").
- 18) "Town of LeRay", a municipal corporation with offices at 8650 LeRay Street, Evans Mills, New York 13637 (herein referred to as "LeRay").
- 19) "Town of Pamela", a municipal corporation with offices at 25859 NYS Route 37, Watertown, New York 13601 (herein referred to as "Pamelia").
- 20) "Town of Rutland", a municipal corporation with offices at 28411 NYS Route 126, Black River, New York 13612 (herein referred to as "Rutland").
- 21) "Unified Budget", the combined budget to operate all facilities located within the confines of any of the parties as described in this Agreement. It shall include all capital and operation and maintenance expense as defined herein.
- 22) "Village of Black River", a municipal corporation with offices at 107 Jefferson Place, Black River, New York 13612 (herein referred to as "Black River").

Table 1 – Description of Route 3 Facilities

<u>Description</u>	<u>Location</u>
<p><u>Great Bend Pump Station #1, located at 32239 RT3</u></p> <ul style="list-style-type: none"> • Pre-fab fiberglass structure • One (1) concrete wet well • Two (2) 160 GPM Gorman Rupp Centrifugal Pumps and 15 HP Motors • One (1) Wisconsin back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	Town of Champion Sewer District 1
<p><u>Great Bend Pump Station #2, located at 24870 CR197</u></p> <ul style="list-style-type: none"> • Pre-fab fiberglass structure • One (1) concrete wet well • Two (2) 80 GPM Gorman Rupp Centrifugal Pumps and 5 HP Motors • One (1) Wisconsin back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	

<p><u>Great Bend Pump Station #3, located at 25304 Stewart Drive</u></p> <ul style="list-style-type: none"> • Pre-fab fiberglass structure • One (1) concrete wet well • Two (2) 80 GPM Gorman Rupp Centrifugal Pumps and 5 HP Motors • One (1) Wisconsin back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring • Approximately 15 grinder pumps 	
<p><u>Great Bend Pump Station #4, located at 32564 NYS RT 26</u></p> <ul style="list-style-type: none"> • Pre-fab fiberglass structure • One (1) concrete wet well • Two (2) 160 GPM Gorman Rupp Centrifugal Pumps and 15 HP Motors • One (1) Wisconsin back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring • One (1) meter pit with magnetic flow meter 	
<p><u>Great Bend Route 3 Storage Building, located at 32239 RT3</u></p> <ul style="list-style-type: none"> • Stick built one stall storage garage 	
<p><u>Town of Rutland/Felts Mills Pump Station FM PS #4 located at 31276 NYS RT3 (Pump Station removed from site in 2007)</u></p>	<p>Town of Rutland Sewer District 1 (constructed with Great Bend phase)</p>
<p>29,133 feet of sewer mains</p>	
<p>One (1) Air relief valve</p>	
<p>Seventeen (17) grinder pumps</p>	
<p>110 gravity manholes</p>	
<p><u>Black River Pump Station (BRPS-5), located on East Dexter St.</u></p> <ul style="list-style-type: none"> • Pre-fab fiberglass structure • One (1) concrete wet well • Two (2) 750 GPM at 99 TDH, Gorman Rupp Centrifugal Pumps and 60 HP Motors • One (1) Chrysler back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring • One (1) meter pit with magnetic flow meter 	<p>Village of Black River</p>
<p><u>Black River Pump Station (BRPS-7), located at 28100 Howe St.</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) 87 GPM Gorman Rupp Centrifugal Pumps and 5 HP Motors • One (1) Wisconsin back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Black River Pump Station (BRPS-3), located at 132 Stone Drive Contract No. 6A and 6B</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) 450 GPM at 85 TDH, Gorman Rupp Centrifugal Pumps and 25 HP Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	

<p><u>Black River Pump Station (BRPS-6), located at 102 South Main St. Contract No. 6A and 6B</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) 100 GPM at 21 TDH, Gorman Rupp Centrifugal Pumps and 5 HP Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p>Two (2) Air relief valves; five (5) clean-out manholes</p>	
<p>Four (4) grinder pumps at the Village Barn, 129 Howe Street, 200 N. Main Street, and 200 West Remington St.</p>	
<p>Approximately 121 gravity manholes</p>	
<p><u>Black River South Phase 2 Contract No. 7</u></p> <ul style="list-style-type: none"> • No air relief valves • Three (3) grinder pumps at 200 West Remington St., 119 South Main St., and 141 East Remington St. • Approximately 108 service laterals • Approximately 51 gravity manholes 	
<p><u>Town of Pamela (P-PS1), located on Marble Street</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	<p>Town of Pamela Sewer District 2</p>
<p><u>Town of Pamela (P-PS2), located at 25271 RT3 by Overhead Door Co.</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring • One (1) magnetic flow meter 	
<p>One (1) air release manhole</p>	
<p>Two (2) grinder pumps located at the City of Watertown's Dosing Station and the SPCA</p>	
<p>32 gravity manholes</p>	
<p><u>Town of LeRay (L-PS1), located at 25833 RT3 by Renaissance Restaurant</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	<p>Town of LeRay Sewer District 3</p>

<p><u>Town of LeRay (L-PS2), located at 21934 Admiral's Walk</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Town of LeRay (L-PS3), located at 26360 RT3 and corner of Twin Oaks Drive</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Town of LeRay (L-PS4), located at 22657 Duffy Road</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Town of LeRay (L-PS5), located at 22511 Cullen Drive</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Town of LeRay (L-PS6), located at 27618 NYS RT3</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p>No air release valves</p>	
<p>Five (5) grinder pumps located at 25680 NYS Route 3, 22173 River Bend Drive, 22341 River Bend Drive, 22275 NYS Route 3, BRASCAN Hydro Plant Rt. 3</p>	
<p>131 gravity manholes</p>	
<p><u>Town of Rutland (FM-PS3), located at 24444 Back Street</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	<p>Town of Rutland Sewer District 1</p>
<p>One air release valve and one cleanout</p>	
<p>Two grinder pumps located at 37044 NYS Rt. 3; and Wilton Road</p>	
<p>59 gravity manholes</p>	

<p><u>Town of Rutland (BR PS-2A), located at 23516 Rex Drive</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p><u>Town of Rutland (FM PS-1), Gleason's, located at 30101 Rt. 3</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Nissan back-up engine • One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring 	
<p>One air release valve</p>	
<p>Eight grinder pumps</p>	
<p>55 gravity manholes</p>	
<p><u>Town of Rutland (TP PS-1), Located at 30733 Burnup Road</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) concrete wet well • Two (2) Gorman-Rupp Centrifugal Pumps and Motors • One (1) Bucks back-up engine <p>One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring</p>	
<p><u>Town of Rutland (TP PS-2), Located at 22931 Staplin Road</u></p> <ul style="list-style-type: none"> • Stick built pump station enclosure • One (1) fiberglass wet well • Two (2) Gorman-Rupp Centrifugal Pumps and 7.5 hp Motors • One (1) Bucks back-up engine <p>One (1) Bristol Babcock Remote Terminal Unit (RTU) and associated equipment for remote operation and monitoring</p> <p>Air release valves</p> <p>Approximately 35 Grinder pumps</p> <p>Gravity manholes</p>	
<p><u>Town of Pamela Gardner Tract</u></p> <ul style="list-style-type: none"> • No pump stations • Four (4) grinder pumps • Two (2) meter pits • Two (2) RTUs • 46 Gravity Manholes 	<p>Town of Pamela</p> <p>Sewer District 8</p>

ARTICLE II - Engagement and Scope of Services

Section 201. Engagement. The Board of Commissioners hereby engages the Authority to operate and maintain the Route 3 Sewer Facilities, employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the Board designated representatives. The Board will be responsible for designating the representatives that will provide direction to the Authority. The Authority will be responsible for responding to all calls from residents concerning the operation of the Route 3 Sewer Facilities.

- 3) The Authority will seek approval from the Board for non-incident expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 101.
- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday.

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

1) Operations and Maintenance Services:

Route 3 Sewer Facility Operations & Maintenance Services
<u>Daily Services</u> <ul style="list-style-type: none"> - Historical trending of sewer pumping station operations through SCADA - 24 hour messaging service that will notify operator(s) of alarm conditions - NYS certified operator(s) available to respond for emergency services
<u>Weekly Services</u> <ul style="list-style-type: none"> - Visual inspection of each sanitary sewer pump station for proper operation - General housekeeping of pump stations (i.e., sweeping floors, mopping, dusting surfaces, emptying trash) - Record key operation parameters (flow, equipment run hours, pump pressures) - Startup and inspection of emergency back-up engines to help ensure the engines are in proper working order
<u>Monthly Services</u> <ul style="list-style-type: none"> - Visual inspection of wet wells for grease build-up; cleaning if needed - Monthly Summary Report of system performance and DANC services performed
<u>Semi-Annual Services</u> <ul style="list-style-type: none"> - Labor to perform manufacturer recommended preventative maintenance of heater, pumps, and engine as specified in Operations & Maintenance Manual. The cost of replacement parts, equipment, or specialized labor is not included in this contract.
<u>Annual Services</u> <ul style="list-style-type: none"> - Visual inspection for proper operation and lubrication of all air release valves in sanitary sewer force main - Visual inspection of all sanitary sewer manholes in the sewer collection system with summary report describing recommended maintenance - Calibration check of system flow meters. The cost of third party labor and parts to calibrate faulty meters will be billed to the Board at the actual expense to the Authority. - Labor to perform manufacturer recommended preventative maintenance of heater, pumps, and engine as specified in Operations & Maintenance Manuals. The cost of replacement parts, equipment, or specialized labor is not included in this contract. - Coordination of annual wet well cleaning by contractor with vacuum truck

2) Administrative Services:

Route 3 Sewer Facility Administrative Services
<u>Accounts Payable and Receivable Functions</u> <ul style="list-style-type: none">- Ensure payment of all services performed under authorization of this Agreement- Track and report payments received from individual municipalities- Prepare a monthly summary report of accounts received and payments disbursed for approval by the Board- Preparation of invoices and receipt of funds based on facility meter readings
<u>Budget Preparation</u> <ul style="list-style-type: none">- Development of an annual unified budget for approval by the Board. The budget will include a recommendation for a single-user rate that will satisfy budgetary estimates.- Edit and revise the budget as requested by the Board- Prepare miscellaneous reports as requested by the Board- Long term capital improvement planning reserve administration- Annual update of the Asset Management Plan.
<u>Other Administrative</u> <ul style="list-style-type: none">- Hold and invest funds as required by the Board- Assist in audits or other regulatory reviews as requested

3) Miscellaneous Services:

The following miscellaneous services are provided by the Authority at no additional cost to the Board:

- Transportation for Authority employees to complete the routine tasks described above
- Attendance at monthly Route 3 Sewer Board Meetings
- Miscellaneous trash removal generated from normal day-to-day operations from sewer pumping stations
- Mowing of the pump station property up to parcel boundary and/or immediate area around the pump station, as agreed upon with the individual municipality
- Limited snow removal services for snowfalls of up to six inches per event

4) GIS Hosting Services:

The Authority agrees to provide GIS Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

The Board will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed internet connection to access Hosting Services.

The Board 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 they hold liable the Authority for any damages, loss of profits, or other losses for IMA use or misuse.

The Board understands that Hosting Services are provided "as is" with no warranty.

All Datasets hosted on the IMA will remain the property of the municipality. Datasets are defined as those that the Board develops, on its own or through contract. In the event that this agreement is not renewed, the Authority will provide the Board with all Datasets in electronic format within 15 days.

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 (in accordance with Section 201, Additional Services, the Board, or a third party. Other Datasets not developed by the Authority must be provided by the Board in "shapefile" or "geodatabase" format.

5) Additional Services:

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, etc. all as requested of the Authority by the Board of Commissioners will be reimbursed at the labor rates agreed upon in this contract. Mileage will be charged at the effective Federal Mileage Rate to and from the Warneck Pump Station at the time the work is performed.

ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will notify the respective Town/Village Representative of any emergency and actions taken, as soon as practicable.

Section 302. Payment. The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee's overtime burden compensation rate with a two-hour minimum, and all equipment used for emergencies will be billed in accordance with the rates specified in Section 503. Mileage from Warneck Pump Station to and from work site will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (1) year commencing January 1, 2021 and ending December 31, 2021.

Section 402. Additional Term. The Board, by written notice to the Authority, on or before 30 days of the expiration of this Agreement, may extend the term of this Agreement for a period not less than one nor more than five years, upon the same terms and conditions except annual compensation, which shall be established by mutual agreement of the parties.

ARTICLE V – Compensation

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

- Operations & Maintenance Services = \$94,566

- Administrative Services = \$11,069

Section 502. Emergency-related equipment, labor and material. The Board shall pay the Authority the cost of equipment rental, labor and material used and incurred by the Authority in responding to an emergency. The Board will make payment within 30 days following receipt by the Board of a proper invoice of such costs so incurred.

Section 503. Additional Work. The Board shall pay the Authority the cost of equipment rental, labor, and material used and incurred by the Authority in completing additional work outside the normal scope of this Agreement. The Board shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services, as specified below. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority's fiscal year. Mileage from Warneck Pump Station to and from work site will be reimbursed at the current Federal Mileage Rate. The Board shall approve the cost of labor, equipment and material in advance, unless the situation is deemed an emergency such that immediate response is required. The Board will make payment within 30 days following receipt by the Board of a proper invoice of such costs so incurred.

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

ARTICLE VI - Board Responsibilities

Section 601. Facilities. The Board shall make available to the Authority the facilities described in this Agreement. The Board and its authorized representatives retain all rights of access to the facilities.

Section 602. Easements and Licenses. The respective Town's and Village shall maintain all easements, licenses and permits that have been granted as owner of the Sewer Facilities and procure all others necessary to operate and maintain such Facilities.

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the Sewer Facilities, and shall advise the Board of necessary replacements and additions to such inventory. The Authority, in

cooperation with the Board, shall order such inventory and the Board shall be invoiced by either the Authority or directly by the vendor, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority's responsibility.

Section 604. Snow Removal. The respective Town's and Village will be responsible for:

- 1) All snow removal over six inches per event.
- 2) Major or excessive snow falls which cannot be handled by the Authority's standard four-wheel drive pickup truck with plow.
- 3) Clearing after multiple plowing due to limited space.
- 4) In extreme conditions, snow removal as requested by the Authority.

ARTICLE VII - Termination

Section 701. Termination. The Board and/or Authority may terminate this Agreement with or without cause upon 180 days prior written notice, provided however, that the Board shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VIII – Insurance/Liability

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

Comprehensive General Liability, **including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above; insurance must be issued in NYS** 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 Authority shall secure and maintain insurance satisfactory to the Town.

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers, and agents, (collectively the "Entities") , from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys' fees, and costs (collectively, "Claims"), and each party hereby assumes liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys' fees and costs), which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Water Treatment Distribution System by the indemnifying.

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

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Route 3 Sewer Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The Board shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Board arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

Section 1002. Authority Status. The Authority is an independent contractor with the Board and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Board or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

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

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

EXHIBIT A – Resolution by Route 3 Board of Commissioners to Enter Into this Agreement with the Development Authority of the North Country

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

ROUTE 3 SEWER BOARD

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: _____
Ronald Taylor
Chairperson of the Board

By: _____
Carl F. Farone
Executive Director

ACKNOWLEDGEMENTS

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

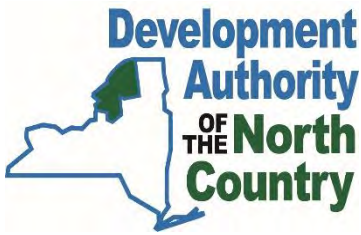
On this ____ day of _____, before me personally came **Ronald Taylor**, who being duly sworn, did dispose and says that he resides in the Town of LeRay, New York; that he is authorized to sign this Agreement on behalf of the Board described herein, and which executed the foregoing instrument; and that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

NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2021-01-29
January 28, 2021

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

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

Whereas, the Authority has been providing municipal water and wastewater services to the Town of Morristown since January 1, 2020, and

Whereas, the Town of Morristown desires to enter into a two year Operations and Maintenance Service Agreement for Municipal Water and Wastewater services with the Development Authority of the North Country for a total amount of \$113,734, and

Now, therefore be it

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

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

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF MORRISTOWN

This sets forth the Operation and Maintenance Service Agreement made effective January 1, 2021 ("Effective Date"), by and between the Town of Morristown ("Morristown"), a New York municipal corporation with offices at 604 Main St. Morristown, New York 13664 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 Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated 12/08/2020, a certified copy of which is attached as Exhibit "A".
- 2) The Authority desires to provide Operations and Maintenance Services for the Town facilities described in this Agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) "Chief Elected Official", the Town Supervisor.
- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".
- 5) "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 Town means the period of twelve (12) calendar months beginning with January 1st of any year and ending with December 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) "Hosting Services", refers to the act of the Authority storing and providing access to spatial data via the IMA.
- 9) "IMA", Internet Mapping Application, the Authority's web-based GIS which serves as the platform for providing GIS hosting services.
- 10) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 11) "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.
- 12) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.
- 13) "Town of Morristown", a municipal corporation with offices at 604 Main St., Morristown, New York 13664 (herein referred to as "Town of Morristown" or "Town").

- 14) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.
- 15) "Water Facilities", the Town-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
 - 1 Surface Water Treatment Plant
 - Chlorine chemical feed pumps
 - Chlorine analyzer
 - Turbidimeters
 - 2 low lift pumps
 - 2 high lift pumps
 - 1 250,000 gallon water storage tank
 - Approximately 41 hydrants
 - Approximately 98 main line valves
 - Approximately 33,000 feet of water transmission lines
- 16) "Wastewater Facilities", the Town-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
 - Vacuum station/pump stations with ancillary equipment
 - Approximately 31,600 feet of vacuum sewer main
 - Approximately 4,100 feet of gravity sewer
 - 58 manholes
 - Sewage Pumps
 - Emergency Generator
 - Approximately 135 grinder pump stations and low pressure laterals
 - Approximately 15,000 feet of force main
 - 1 Sequencing Batch Reactor Wastewater Plant

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Town hereby engages the Authority to operate and maintain the Town's Facilities, employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.
- 3) The Authority will seek approval from the Town for non-incident expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 301.

- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

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

1) Operations and Maintenance Services

Wastewater Operation and Maintenance Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - Perform DEC required testing	7 days/Week
<u>Weekly Maintenance</u> - General housekeeping of treatment plant and pump station - Check oil in all equipment - Inspect Lift Stations for proper operation and record pump runtime where hour meters are present - Inspect and maintain chemical feed pumps	1/Week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed - Inspect and test high flow floats at pump stations - Submit Discharge Monitoring Reports to the DEC	1/Month
<u>Quarterly Maintenance</u> - Perform basic manufacturer's maintenance on mechanical equipment	4/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on all mechanical equipment, with the exception of the back-up generator - Clean probes and collection tank	1/Year
<u>Reporting</u> - Prepare a monthly operations summary report for the Town. The report will include a summary of the work completed by DANC.	1/Month

Water System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of water treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Record chlorine, and other chemical usage; mix/re-fill as required - Record key plant parameters: flow, turbidities, and chlorine residual - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - General housekeeping of treatment plant - Record one (1) chlorine residual test and (1) turbidity test result at one (1) random sample point within the distribution system - Check water storage tank operation	7 days/week
<u>Monthly Maintenance</u> - Maintain adequate chemical inventory, and order as needed	
<u>Quarterly Maintenance</u> - Check and calibrate chlorine analyzer and turbidimeters, as required - Grease pumps in accordance with manufacturers recommendations - Perform recommended manufacturer's maintenance on turbidimeters and chlorine analyzer	1/Quarter
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory two (2) random distribution sample for total coliform - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water quality analyses, required by the DOH - Prepare an Annual Water Quality Report for Town to distribute	2/Month 1/Month 1/Month 1/Year 1/Year
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on turbidimeters and chlorine analyzers, and chemical feed pumps - Flush all hydrants and exercise mainline valves in distribution system - Check/verify alarm set points and proper operation	1/Year

2) Miscellaneous Services

- a) The following miscellaneous services are provided by the Authority at no additional cost to the Town:
- Transportation for Authority employees to complete the routine tasks described above.
 - Incorporation of the Town's sewer and water facility equipment into the Authority's computerized maintenance management system (CMMS).
 - Development of written preventative maintenance plans for the Town's equipment.
 - Creation of a standard operating procedure for the Town's sewer and water equipment.

- Attendance at monthly Town Meetings, as requested.
- **24-Hour emergency call service and availability of "On-Call" Operator for Emergency service as requested. Emergency services will be billed according to Section 302 and Section 503. Response to Emergencies within the wastewater collection system or water distribution system will be at the request of the Town of Morristown.**

b) Geographic Information System (GIS) Services

The Authority agrees to provide the Town with GIS Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

Base GIS services provided by the Authority shall include: twelve hours of staff time per year for Customer updates; staff time to annually update base map data including parcel data as supplied by the County, road data, orthoimagery, etc.; and phone support for technical questions concerning the IMA during regular business hours.

The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed internet connection to access Hosting Services.

The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for IMA use or misuse.

The Town understands that Hosting Services are provided "as is" with no warranty.

All Town Datasets hosted on the IMA will remain the property of the Town. Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this agreement is not renewed, the Authority will provide the Town with all Town Datasets in electronic format within 15 days.

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 (in accordance with Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in "shapefile" or "geodatabase" format.

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections,

other technical assistance as requested, etc. all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any other GIS tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any SCADA tasks that are not included in the scope of base services described above, such as replacing damaged equipment, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

The Town will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials and supplies. The Town will be responsible for all back up generator maintenance.

ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will notify the Town Representative of any emergency and actions taken, as soon as practicable.

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

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be Two (2) years commencing January 1, 2021, and ending December 31, 2022 provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Authority shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Town of a proper invoice covering the month in which such service was rendered. For the Town's accounting purposes the estimated costs for water and sewer services have been separated.

Year	Period	Base Wastewater Services	Base Water Services
1	1/1/21 – 12/31/21	\$29,682	\$26,622
2	1/1/22 – 12/31/22	\$30,276	\$27,154

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

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

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

ARTICLE VI - Town Responsibilities

Section 601. Facilities. The Town shall make available to the Authority the facilities described in this Agreement. The Town and its authorized representatives retain all rights of access to the facilities

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

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced by the Authority, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority's responsibility.

Section 604. Snow Removal. The Town will be responsible for all snow removal.

ARTICLE VII - Termination

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

ARTICLE VIII – Insurance/Liability

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

Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above; insurance must be issued in NYS 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 Authority shall secure and maintain insurance satisfactory to the Town.

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers, and agents, (collectively the "Entities") , from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys' fees, and costs (collectively, "Claims"), and each party hereby assumes liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys' fees and costs), which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Water Treatment Distribution System by the indemnifying party.

803. Force Majeure. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the

control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes beyond either party's control may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

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

Section 1002. Authority Status. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

Section 1008. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

Section 1009. Counterparts. This Agreement may be executed in one or more counterparts, both of which taken together shall constitute one and the same instrument, and which may be executed and delivered by email or other electronic means to the other party. Electronically transmitted signatures shall be deemed the originals for all purposes. The receiving party may rely on the receipt of such electronically transmitted signed copies as if the original had been received. This Agreement is effective on the Effective Date only upon successful electronic transmission of signed copies by each party to the other party.

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

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

TOWN OF MORRISTOWN

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: 
Frank Putman
Town Supervisor

By: _____
Carl F. Farone
Executive Director

TOWN OF MORRISTOWN

P.O. BOX 240
604 Main Street
Morristown, NY 13664
Phone (315) -375-6510
Fax (315) -375-4723

SUPERVISOR
Frank Putman

www.townofmorristownny.org

COUNCIL MEMBERS

Gary Turner
Shawn R. Macaulay
David VanArnam
Christopher Coffin

HIGHWAY

SUPERINTENDENT

Dean Hoffman

DOG CONTROL OFFICER

Daniel Moyer

ASSESSOR

James P. Snyder

TOWN CLERK
David Murray
JUSTICES
James T. Phillips, Jr.
Lisa J. Whitmarsh
TOWN ATTORNEY
Silver & Collins
HISTORIAN
Debbie Murray
CODE OFFICER
Christopher Sherwin

EXHIBIT A

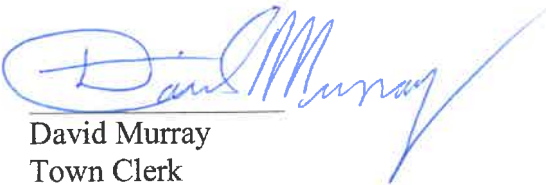
Resolution No. 17 of 2020

A Resolution to authorize the Town Supervisor to execute the new 2-year contract between the Town of Morristown and the Development Authority of the North Country as presented.

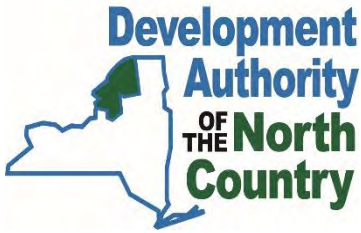
Councilman Christopher Coffin moved Resolution No. 17 of 2020 to authorize the Town Supervisor to execute the new 2-year contract between the Town of Morristown and the Development Authority of the North Country, as presented, for the operation of the towns water and wastewater systems. The new contract to run effective January 1, 2021 through December 31, 2022. The Resolution was seconded by Councilman David VanArnam.

David VanArnam – Aye
Gary Turner – Aye
Christopher Coffin – Aye
Shawn Macaulay – Aye
Frank Putman – Aye

I certify that the above Resolution is a true and accurate copy as contained in the minutes of the Town of Morristown for December 8, 2020.


David Murray
Town Clerk





Board Resolution No. 2021-01-30
January 28, 2021

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

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

Whereas, the Thousand Islands Bridge Authority desires to enter into a new one (1) year Operations and Maintenance Service Agreement with the Development Authority of the North Country to provide water and wastewater operation and maintenance services for the amount of \$37,500, and

Now, therefore be it

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

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

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

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

This sets forth the Operation and Maintenance Service Agreement made effective March 1, 2021 ("**Effective Date**"), by and between the Thousand Islands Bridge Authority, a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("**Authority**").

RECITALS

- 1) The Thousand Islands Bridge Authority has determined that the Development Authority of the North Country is qualified and equipped to provide Operation and Maintenance services for the Thousand Islands Bridge Authority Facilities and desires to engage the Development Authority of the North Country for such services. The Thousand Islands Bridge Authority is authorized to enter into this Agreement by Resolution dated _____, 20___, a certified copy of which is **attached as Exhibit "A"**.
- 2) The Development Authority of the North Country desires to provide Operations and Maintenance Services for the Thousand Islands Bridge Authority facilities described in this Agreement.

AGREEMENT

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

Article I	Definitions
Article II	Employment and Scope of Services
Article III	Emergency Procedures and Services
Article IV	Terms
Article V	Compensation
Article VI	Thousand Islands Bridge Authority Responsibilities
Article VII	Termination
Article VIII	Insurance and Liability
Article IX	Accounts
Article X	Miscellaneous

ARTICLE I - Definitions

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

- 1) **"Development Authority of the North Country Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.**
- 2) **"Thousand Islands Bridge Authority Official", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Thousand Islands Bridge Authority.**
- 3) **"Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".**
- 4) **"Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".**
- 5) **"Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.**
- 6) **"Fiscal Year" for the Thousand Islands Bridge Authority means the period of twelve (12) calendar months beginning with March 1st of any year and ending with February 28th or 29th of the next year, and for the Development Authority of the North Country means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.**
- 7) **"Operations and Maintenance Expenses", charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.**
- 8) **"Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.**
- 9) **"SCADA", Supervisory Control and Data Acquisition system employed by the Development Authority of the North Country to remotely monitor certain facilities.**
- 10) **"Thousand Islands Bridge Authority", a New York public authority with offices at 43530 Interstate 81, P.O. Box 428, Alexandria Bay, New York 13607 (herein referred to as "Thousand Islands Bridge Authority").**
- 11) **"Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.**
- 12) **"Water Facilities", the Village-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.**

Water Treatment Plant:

- 1-Liquid Chlorine Injection Pump
- 1-Coagulant Feed Pump
- 1 Low Lift Water Pump
- Plate Separators
- Sand Filters
- Carbon Filters
- Chlorine Contact Tanks
- 2-Pressure Pumps
- 2-Pressure Tanks
- Water Storage Tanks

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

Wastewater Collection System:

- Sequential Batch Reactor Plant
- 1-Influent headworks w/ manual barscreen
- 1-Equalization Tank
- 2-Influent Chopper Pumps
- 2-Aeration Basins
- 2-Coarse Bubble Aeration Systems
- 2-Effluent Discharge Decanting Weirs
- 1-Effluent UV Disinfection Channel
- 1-Aerobic Digester
- 5-Aeration Blowers
- 2-Sludge Waste Pumps
- 2-Odor Control Systems
- 1-Effluent Ultrasonic Flowmeter
- 1-Laboratory With Associated Analytical Equipment
- 1- Smith and Loveless Sewage Pump Station

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Thousand Islands Bridge Authority hereby engages the Development Authority of the North Country to operate and maintain the Thousand Islands Bridge Authority’s **Facilities, employing licensed operators where required.**

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

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

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

1) Operations and Maintenance Services:

Wastewater System Services
<u>Daily Maintenance</u> <ul style="list-style-type: none"> - Visual inspection of the operation of wastewater treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation. - Record chemical usage; mix/re-fill as required - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - Perform DEC required testing - General housekeeping of treatment plant and pump stations
<u>Sampling/Reporting</u> <ul style="list-style-type: none"> - Collect and submit to the testing laboratory all required samples - Submit reports Discharge Monitoring Reports to the DEC
<u>Annual Maintenance</u> <ul style="list-style-type: none"> - Perform recommended manufacturer's maintenance on chemical feed pumps and mechanical equipment - Check and calibrate flow meters when needed(calibration will be performed by an outside vendor) - Assist with Startup and shutdown of Wastewater Plant.

Water System Services
<u>Daily Maintenance</u> <ul style="list-style-type: none"> - Visual inspection of the operation of water treatment plants; inspect and examine all pumps, electrical equipment and piping for proper operation. - Record chlorine and coagulant usage; mix/re-fill as required - Record key plant parameters: flow, turbidities, and chlorine residual - Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits - General housekeeping of treatment plant - Record all daily samples required by the NYSDOH
<u>Weekly/ Monthly Maintenance</u> <ul style="list-style-type: none"> - Grease pumps and other mechanical equipment in accordance with manufacturers recommendations - Maintain adequate chemical inventory, and order as needed - Inspect and maintain chemical feed pumps

- Perform all manufactured recommended preventative maintenance on mechanical equipment

Sampling/Reporting

- Collect and submit to the testing laboratory samples for total coliform
- Prepare and distribute a monthly DOH Report
- Collect and submit for testing other water quality analyses, required by the NYSDOH

Annual Maintenance

- Assist in startup and shutdown of Water Treatment plant to include NYSDOH required chlorination and sampling

2) Miscellaneous Services:

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

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc. all as requested of the Development Authority of the North Country by the Thousand Islands Bridge Authority will be reimbursed as described in Section 503.

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

ARTICLE III - Emergency Procedures and Services

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

will notify the Thousand Islands Bridge Authority Representative of any emergency and actions taken, as soon as practicable.

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

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (1) year commencing March 1, 2021, and ending February 28, 2022 provided that the Thousand Islands Bridge Authority and/or the Development Authority of the North Country shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

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

Year	Period	Base Wastewater Services
1	3/1/21 – 2/28/22	\$37,500

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

Section 503. Additional Work. The Thousand Islands Bridge Authority shall pay the Development Authority of the North Country the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Development Authority of the North Country's **fiscal year to account for** cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Thousand Islands Bridge Authority shall approve the cost of labor, equipment and

material in advance, unless the situation is deemed an emergency such that immediate response is required.

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

ARTICLE VI - Thousand Islands Bridge Authority Responsibilities

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

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

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

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

ARTICLE VII - Termination

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

Development Authority of the North Country all costs incurred by the Development Authority of the North Country to the date of termination.

ARTICLE VIII – Insurance/Liability

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

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

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers, and **agents, (collectively the “Entities”)**, **from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys’ fees, and costs (collectively, “Claims”), and each party hereby assumes liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys’ fees and costs),** which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Wastewater Treatment System by the indemnifying party.

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

ARTICLE IX - Accounts

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

minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

ARTICLE X - Miscellaneous

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

Section 1002. Development Authority of the North Country Status. The Development Authority of the North Country is an independent contractor with the Thousand Islands Bridge Authority and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Thousand Islands Bridge Authority or Development Authority of the North Country of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

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

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

Agreement is effective on the Effective Date only upon successful electronic transmission of signed copies by each party to the other party.

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

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

THOUSAND ISLANDS
BRIDGE AUTHORITY

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: _____
Timothy Sturick
Executive Director

By: _____
Carl E. Farone
Executive Director



**Board Resolution No. 2021-01-31
January 25, 2021**

**TECHNICAL SERVICES AGREEMENT
NEW YORK STATE DEPARTMENT OF CORRECTIONS
GOUVERNEUR CORRECTIONAL FACILITY
BACKFLOW PREVENTION DEVICE TESTING AGREEMENT**

Whereas, the Development Authority of the North Country is qualified and equipped to provide testing and repair of backflow prevention devices for water and wastewater facilities, and

Whereas, the New York State Department of Corrections has requested that the Authority to provide these services on a time and material basis, and

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the New York State Department of Corrections, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

TECHNICAL SERVICES AGREEMENT

New York State Department of Corrections Gouverneur Correctional Facility

This sets forth the Technical Services Agreement made as of December 7, 2020, by and between the **NEW YORK STATE DEPARTMENT OF CORRECTIONS**, a New York agency with offices at PO Box 370 Gouverneur, New York 13642, ("DOC"), 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").

- A. The DOC has determined that the Authority is qualified and equipped to test and repair Back Flow Prevention Devices for DOC's potable water system and desires to engage the Authority for such services. The DOC is authorized to enter into this Agreement by a purchase order dated Sept 29, 2020 a certified copy of which is attached as Exhibit "A".
 - B. The Authority desires to test and repair Backflow Prevention Devices for the DOC's potable water system.
- A. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that will be performed by the Authority is as follows:
 - a. **Test of Backflow Prevention Device:**

The Authority will test all Backflow Prevention Devices within the Gouverneur Correctional Facility. The Authority will complete the "Report on Test and Maintenance of Backflow Prevention Device" and submit to the St. Lawrence County Office of New York State Department of Health, and to the water supplier. Copies will also be provided to the DOC.
 - b. **Repairs:**

The Authority will repair any devices that do not pass after authorization from the DOC. The Authority shall advise the DOC of necessary replacement parts needed. The Authority, in cooperation with the DOC, shall order such replacements and the DOC shall be invoiced directly by the vendor.
2. The DOC shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1). This agreement will

terminate when the scope of services is completed or at which time the DOC elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the DOC within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2020¹

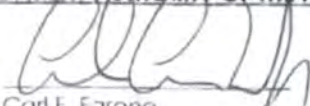
Employee Wage Rate	Standard	Overtime
Operator	\$61	\$78
Technician	\$53	\$67

3. The DOC shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
4. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations.
5. The DOC will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss damage or injury to persons or property resulting in any manner from the operation of this Agreement.
6. The Authority will at all times indemnify and save harmless the DOC against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the intentional or negligent actions or omissions of the Authority, its officers, employees or agents in connection with the operation of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the DOC 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 DOC will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

¹ Authority labor rates will change effective April 1, 2021.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: 
Carl F. Farone
Executive Director

Date: 1/14/2021

NEW YORK STATE DEPARTMENT OF CORRECTIONS

By: 
Scott Mulhollen
PUE-2

Date: 1/11/2021

ACKNOWLEDGEMENTS

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

On this 11 day of January, ²⁰²¹~~2020~~, before me personally came Scott Mulhollen, who being duly sworn, did dispose and says that he resides in Pierpont, New York; that he is the PUE-2 of the DOC described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said DOC.

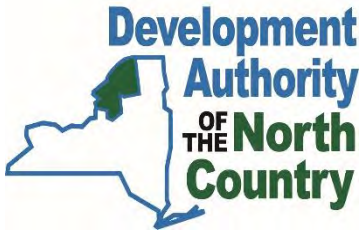

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF JEFFERSON)
BETTE J. PRACHAW
Notary Public, State of New York
No. 01PR603651
Qualified in St. Lawrence County
My Commission Expires June 9, 2023

On this 14th day of January, ²⁰²¹~~2020~~, before me personally came Carl F. Farone, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.


NOTARY PUBLIC

ANGELA V. MARRA
Notary Public, State of New York
No. 01MA6363498
Qualified in Jefferson County
Commission Expires August 21, 2021



Board Resolution No. 2021-01-32
January 28, 2021

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

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

Whereas, the Authority has been providing municipal water and wastewater services to the Town of Gouverneur since 2005, and

Whereas, the Town of Gouverneur desires to enter into a five year Operations and Maintenance Service Agreement for Municipal Water and Wastewater services with the Development Authority of the North Country for a total amount of \$130,524, and

Now, therefore be it

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

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

OPERATIONS & MAINTENANCE SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY & TOWN OF GOUVERNEUR

This sets forth the Operation and Maintenance Service Agreement made effective _____ 2020, by and between the Town of Gouverneur (“Gouverneur”), a New York municipal corporation with offices at 1227 US Hwy. 11, Gouverneur, New York 13642 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 Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit “A”**.
- 2) The Authority desires to provide Operations and Maintenance Services for the Town facilities described in this Agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

- 1) “Authority Officer”, the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.
- 2) “Chief Elected Official”, the Town Supervisor.
- 3) “Department of Health”, the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the “DOH”.
- 4) “Department of Environmental Conservation”, the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the “DEC”.
- 5) “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 Town means the period of twelve (12) calendar months beginning with January 1st of any year and ending with December 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.
- 8) “Operations and Maintenance Expenses”, charges incurred for day-to-day operation of the facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 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 Authority to remotely monitor certain facilities.
- 11) “Town of Gouverneur”, a municipal corporation with offices at 1227 US Hwy. 11, Gouverneur, New York 13642 (herein referred to as “Town of Gouverneur” or “Town”).

- 12) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.
- 13) "Water Facilities", the Town-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.

Water Distribution System

- Two (2) LMI liquid sodium hypochlorite injection pumps
- Two (2) sodium hypochlorite mixing tanks
- Three (3) water system flow meters
- Two (2) Ross check valves
- Hydrants
- System valves
- Lateral customer connections
- Distribution piping

- 14) "Wastewater Facilities", the Town-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.

Wastewater Collection System

- Approximately 60 Manholes
- Approximately 180 lateral customer connections
- Five (5) cleanouts
- Two (2) air releases
- Five (5) Gorman-Rupp duplex lift stations
- Forcemain and gravity sewer collection piping

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Town hereby engages the Authority to operate and maintain the Town's Facilities, employing licensed operators where required.

- 1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
- 2) The Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.
- 3) The Authority will seek approval from the Town for non-incident expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 201.

- 4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, aside from regulatory required daily activities.

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

1) Operations and Maintenance Services

Water System Services	Frequency
<u>Daily Maintenance</u> - Visual inspection of the operation of water distribution facilities; inspect and examine the liquid chlorine injection pumps and piping for proper operation - Record daily water flow through water meters - Record chlorine usage; mix/re-fill as required - Record chlorine residual testing at two random sample point(s) within each distribution system as required by the NYS Department of Health	7 Days/Week
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on chemical feed pump; chemically clean injection system; rebuild pump components as required - Exercise water transmission system and hydrant valves - Check accuracy of system flow meter operation and calibrate as needed. (Note: If vendor assistance is required to perform calibration, the Town will be responsible for the cost of vendor services)	1/Year
<u>Sampling/Reporting</u> - Collect and submit to the testing laboratory one (1) random distribution sample for total coliform - Prepare and distribute a monthly DOH Report - Collect and submit for testing other water quality analyses, required by the DOH - Prepare an Annual Water Quality Report, if required - Prepare and submit an Annual Water Quality Certification Form, if required	1/Month 1/Month 1/Year 1/Year 1/Year
<u>Other Routine Maintenance</u> - Hydrant flushing(flushing to be done after Village distribution system is flushed or at request of the Town)	3/Year

Wastewater Collection System Services	Frequency
<u>Weekly Maintenance</u> - Visual inspection of the operation of the five (5) collection system lift stations	1/Week
<u>Quarterly Maintenance</u> - Perform recommended manufacturer's maintenance on mechanical equipment including five (5) Gorman-Rupp Lift Stations	1/Quarter
<u>Annual Maintenance</u> - Perform recommended manufacturer's maintenance on all mechanical equipment including changing oil/replacing filters, etc. in five (5) Gorman-Rupp Lift Stations - Perform visual inspection of all manholes in the collection system. Results of the inspection will be documented in a summary report with digital pictures of each location, recommendations for repairs along with budgetary estimates.	1/Year
<u>Sampling/Reporting</u> - Prepare a monthly operations summary report for the Town. The report will include a summary of the work completed by DANC.	1/Month

2) Miscellaneous Services

a) The following miscellaneous services are provided by the Authority at no additional cost to the Town:

- Transportation for Authority employees to complete the routine tasks described above.
- Incorporation of the Town's water and sewer facility equipment into the Authority's computerized maintenance management system (CMMS).
- Development of written preventative maintenance plans for the Town's equipment.
- Creation of a standard operating procedure for the Town's water and sewer equipment.
- Attendance at monthly Town Meetings, as requested.
- 24-Hour emergency call service and availability of "On-Call" Operator for Emergency service. Emergency services will be billed according to Section 302 and Section 503.

b) Geographic Information System (GIS) Services

The Authority agrees to provide the Town with GIS Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

The Town will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed internet connection to access Hosting Services.

The Town agrees not to use the IMA to upload, post, submit, e-mail or transmit any content that infringes on any patent, trademark, trade secret, or copyright. In no event will the Town hold liable the Authority for any damages, loss of profits, or other losses for IMA use or misuse.

The Town understands that Hosting Services are provided “as is” with no warranty.

All Town Datasets hosted on the IMA will remain the property of the Town. Town Datasets are defined as those that the Town develops, on its own or through contract. In the event that this agreement is not renewed, the Authority will provide the Town with all Town Datasets in electronic format within 15 days.

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 (in accordance with Section 202, Additional Services), the Town, or a third party. Other Datasets not developed by the Authority must be provided by the Town in “shapefile” or “geodatabase” format.

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc. all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any other GIS tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any SCADA tasks that are not included in the scope of base services described above, such as replacing damaged equipment, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

The Town will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials and supplies. The Town will be responsible for all back up generator maintenance.

ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will notify the Town Representative of any emergency and actions taken, as soon as practicable.

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

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be five (5) years commencing January 1, 2021, and ending December 31, 2025 provided that the Town and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Authority shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Town of a proper invoice covering the month in which such service was rendered. For the Town's accounting purposes the estimated costs for water and sewer services have been separated.

Year	Period	Base Sewer Services	Base Water Services	Total Contract
1	1/1/21 – 12/31/21	\$8,628	\$15,957	\$24,585
2	1/1/22- 12/31/22	\$8,887	\$16,435	\$25,322
3	1/1/23- 12/31/23	\$9,154	\$16,929	\$26,083
4	1/1/24- 12/31/24	\$9,428	\$17,436	\$26,864
5	1/1/25- 12/31/25	\$9,711	\$17,959	\$27,670

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

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

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

ARTICLE VI - Town Responsibilities

Section 601. Facilities. The Town shall make available to the Authority the facilities described in this Agreement. The Town and its authorized representatives retain all rights of access to the facilities

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

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced by the Authority, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority's responsibility.

Section 604. Snow Removal. The Town will be responsible for all snow removal.

ARTICLE VII - Termination

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

ARTICLE VIII – Insurance/Liability

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

Comprehensive General Liability, including personal injury coverage of \$1,000,000 per occurrence - \$2,000,000 in the aggregate; property damage in the amount of \$500,000 per occurrence and \$1,000,000 in the aggregate. An umbrella policy may be used to meet coverage limits as set forth above; insurance must be issued in NYS 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 Authority shall secure and maintain insurance satisfactory to the Town.

Section 802. Mutual Indemnification. Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other party, its respective employees, officers, directors, members, agents, workers, and agents, (collectively the "Entities") , from and against all actions, claims, costs, damages, demands, losses, penalties, liabilities, and expenses, including but not limited to reasonable attorneys' fees, and costs (collectively, "Claims"), and each party hereby assumes liability for any injury, loss, damage to, or claim by any third party against the other party for personal injury or damage to tangible property (including reasonable attorneys' fees and costs), which arise out of or relate to any: (i) breach of any representation or warranty by the indemnifying party contained in this Agreement; (ii) breach of any covenant or other obligation or duty by the indemnifying party under this Agreement, (iii) violation of any applicable laws, rules or regulations by the indemnifying party; (iv) property or personal injury Claims, including death caused by the intentional act of the indemnifying party; and (v) improper or illegal use of the Water Treatment Distribution System by the indemnifying party.

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

ARTICLE IX - Accounts

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

ARTICLE X - Miscellaneous

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

Section 1002. Authority Status. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

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

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

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

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



Board Resolution No. 2021-01-33
January 28, 2021

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

Whereas, **Resolution No. 2020-10-118** approved a loan from the North Country Value Added Agriculture Fund in the amount of \$300,000 to Tug Hill Vineyards, LLC, and

Whereas, the approval was subject to a third mortgage position behind two Farm Credit East loans totaling \$970,000, and

Whereas, upon final underwriting and receipt of the appraisal Farm Credit East approved two loans totaling \$1,040,000, and

Whereas, the Farm Credit East loans are cross-collateralized with cross-default language, and

Whereas, in order to secure the Authority loan at a 1:1 loan to value the Authority will be taking a first mortgage position on two personal residences, and

Whereas, THV Properties LLC, as owner of the real estate, will also be a borrower on the Promissory Note and a guarantor.

Now, therefore be it

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

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

TERM SHEET

Borrower:	Tug Hill Vineyards, LLC and THV Properties, LLC
Loan Fund:	North Country Value Added Agriculture Revolving Loan Fund [Empire State Development Funds]
Amount:	\$300,000
Loan Term:	240 months
Loan Rate:	3%
Loan Payment:	Regular monthly principal and interest payments to fully amortize the loan
Collateral:	<p>Second mortgage and assignment of rents and leases on 4051 Yancey Road, Lowville, NY 13367;</p> <p>Lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of Tug Hill Vineyards, LLC</p> <p>First mortgage on properties located at 10663 St. Route 126, Castorland, NY 13620 and 10646 St. Route 126, Castorland, NY 13620.</p>
Conditions:	<ul style="list-style-type: none">• Cash equity of a minimum of \$30,000 demonstrated by copies of cancelled checks and invoices• Farm Credit East financing of \$940,000• Farm Credit East line of credit of \$100,000• Seller Financing of \$240,000• Stand-by agreement for seller's debt• Labor peace does not apply as it is an existing business• Personal Guarantees of Jonathan Beller and Taren Loucks-Beller, and guarantee of THV Properties, LLC• MWBE waiver as funds are for acquisition• Copies of invoices, and cancelled checks or bank statements• Line of credit on personal residences in the amount of \$365,000 be terminated with use of our funds at closing.

NORTH COUNTRY VALUE-ADDED AGRICULTURE FUND

Borrower: Tug Hill Vineyards, LLC and **THV Properties LLC**

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

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

Loan Amount: \$300,000.00

Term: 240 months

Rate: 3%

Payments: Monthly principal and interest

Guarantor: Jonathan Beller and Taren Loucks-Beller

Collateral: **Second mortgage on real estate located at 4051 Yancey Road, Lowville, NY 13367; second lien on all business assets; mortgages behind Farm Credit East loans on 10646 State Route 126, Castorland, NY 13620 and 10663 State Route 126, Castorland, NY 13620**

Use of Funds: Acquisition of real estate and assets

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

Total Project Costs

<i>Sources of Funds</i>		<i>Uses of Funds</i>	
N.C. Value Added Fund	\$ 300,000.00-20%	Property	\$ 913,995.00
Farm Credit East	\$ 940,000.00	Inventory	\$ 240,000.00
Seller's	\$ 240,000.00	Assets	\$ 286,005.00
<u>Cash/Equity</u>	<u>\$ 30,000.00</u>	<u>Working Capital</u>	<u>\$ 70,000.00</u>
Total	\$1,510,000.00	Total	\$1,510,000.00

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

Background

Tug Hill Vineyards, LLC

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September 21, 2020

Tug Hill Vineyards, LLC is owned by Jonathan and Taren Loucks-Beller. The business is seeking \$300,000 from the North Country Value Added Agriculture Fund to acquire the Tug Hill vineyards in Lewis County, NY. The vineyard is a significant value-added business in Lewis County. It has been on the market for 16 months with little local interest due to the complexity of the business. Mr. Beller lives in Lewis County and operates a farm. They want to see the vineyard locally owned and operated. In addition, they want to expand upon the farm to table experience as well.

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



The site has three primary structures.

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

Management

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

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

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

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

Market

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

Competition

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

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

Financial Review

	2019	7/30/2020	2021
Income	\$749,324	\$318,562	\$851,400
Gross Profit	\$748,690	\$318,562	\$577,800
Expenses	\$629,113	\$313,343	\$530,860
Other Income/(Expenses)	(\$1,080)	\$6,921	\$0
Net Income	\$118,497	\$12,140	\$46,940
Add: Interest/Debt	\$15,918	\$8,577	\$102,000
Add: Rent/Lease	\$60,000	\$35,000	-----
Total Cash Available	\$194,415	\$55,717	\$148,940
Farm Credit East	\$68,652	\$40,047	\$68,652
DANC	\$19,965	\$11,646	\$19,965
Seller	\$30,000	\$17,500	\$30,000
Total Debt	\$118,617	\$69,193	\$118,617
DSC Ratio	1.64	.84	1.26

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

Farm Credit East-assumes 240 months at 4.05% for first 7 years. Adjustable rate thereafter.

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

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

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

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

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

Personal Financials:

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

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

Collateral:

	Market	Discount
Property (discounted at 75%)	\$1,000,000	\$705,675
M&E Assets	\$286,005	\$143,003
Total Collateral Value	\$1,286,005	\$848,678
Farm Credit East	(\$1,040,000)	(\$1,040,000)
Collateral Available after Senior Mortgage	\$246,005	(\$191,322)
N.C. Value Added Agriculture Fund	(\$300,000)	(\$300,000)
DANC Loan to Value: Property	1.22%	----

Personal Property

10663 St. Rte. 126, Castorland, NY 13620	\$240,000
Rental-10646 St. Rte. 126, Castorland, NY 13620	\$125,000
Collateral Available after Senior Mortgage	\$365,000
N.C. Value Added Agriculture Fund	(\$300,000)
DANC Loan to Value: Personal	82%

Revised: The day before closing, staff received the final bank commitment letters. Farm Credit East approved a permanent loan for the real estate of \$940,000 and a working capital loan of \$100,000. They filed a mortgage against the commercial real estate in the amount of \$1 million. The working capital loan is secured by personal assets. The Authority will be in a second mortgage position behind Farm Credit East on the commercial real estate.

The issue lies with the fact that the Farm Credit East loans are cross collateralized/cross default, which means if they cannot make the payment on one then the other is in default and all collateral becomes subject to their recovery. The appraisal, completed by Farm Credit East, did not provide a value for the assets. I am still using cost. For a worst-case scenario, the collateral should have a market value of \$1,340,000 in order to secure our loan 1:1. [\$1,040,000+\$300,000] The business assets, real estate and equipment alone are not sufficient to cover all debt.

In order to rectify this, the Authority will take a first mortgage on personal properties located at 10663 St. Rte. 126, Castorland, NY and 10646 State Route 126, Castorland, NY. This additional collateral will be sufficient to provide a 1:1 loan to value to the Authority. In order to facilitate the closing, Farm Credit East provided \$300,000 to the Bellers' placing a mortgage on the two personal properties in the amount of \$365,000. This line would need to be paid off with our funds and then terminated by Farm Credit East so that the Authority would have a first mortgage on these properties. The market values for the two properties are from appraisals dated 9/17/2020 by Abbey Appraisal & Consulting for Farm Credit East.

Contingencies:

- MWBE Utilization Plan waiver due to acquisition of property
- Labor Peace does not apply
- Farm Credit East funding of \$940,000 plus a \$100,000 line of credit
- Seller financing of \$240,000
- Stand-by agreement for Sellers
- Owner cash of \$30,000 documented by cancelled check and invoices
- Copies of cancelled checks and invoices
- ESD approval as amount over \$250,000
- Line of credit on personal residences in the amount of \$365,000 be terminated with use of our funds at closing.

Committee Meeting:

Motion:

Second: