

## **MEETING NOTICE**

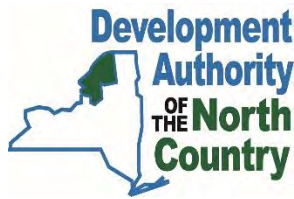
**Thursday, March 25, 2021  
Dulles State Office Building  
Watertown, New York**

**Zoom Video/Teleconference &  
Conference Room #1 – 11th Floor**

**Board of Directors – 9:30 AM**

**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](http://www.danc.org).**



**AGENDA**  
**BOARD OF DIRECTORS MEETING**  
**Thursday, March 25, 2021 – 9:30 AM**  
**Dulles State Office Building**  
**11<sup>th</sup> Floor, Conference Room #1 and Zoom Video/Conference Call**  
**Watertown, New York**

1. Call to Order
2. Call the Roll
3. Privilege of the Floor
4. Approve the Minutes of February 25, 2021 Board Meeting
5. Chairman's Report
  - a. Resolution No. 2021-03-70, In Recognition of Achievements, Honorable H. Douglas Barclay
  - b. Recognition of George Intschert, Service to the Authority
6. Executive Director's Report
  - a. Performance Measurements Report – FYE 2021
  - b. Mission Statement and Performance Measurements – FYE 2022
  - c. Executive Director Report
7. Finance Report – Chief Financial Officer  
Approving Financials for the month ending January 31, 2021
8. Governance
  - a. Resolution No. 2021-03-54, Adopting Amended Emergency Response Plan
  - b. Resolution No. 2021-03-55, Approving Adoption of the NYS Public Employer Health Emergency Plan
  - c. Resolution No. 2021-03-56, Approving Modifications to Personnel Policy
  - d. Resolution No. 2021-03-57, Authorizing a Feasibility Study and Preliminary Engineering Report, Materials Recovery Facility
9. Finance
  - a. Resolution No. 2021-03-58, Authorizing Professional Services Contracts

- b. Resolution No. 2021-03-59, Authorizing Standardized Computer Software Programs
- c. Resolution No. 2021-03-60, Standardizing Upon Certain Equipment for Use in Relation to the Material Management Division
- d. Resolution No. 2021-03-61, Standardizing Upon Certain Equipment for Use in Relation to the Open Access Telecommunications Network
- e. Resolution No. 2021-03-62, Standardizing Upon Certain Equipment for Use in Relation to the Water Quality Management Division

#### 10. Engineering

- a. Resolution No. 2021-03-63, Authorizing Technical Services Summary Report
- b. Resolution No. 2021-03-64, Geographic Information Systems Agreements, FYE 22 Fee Basis
- c. Resolution No. 2021-03-65, SCADA Services Agreement. Village of Heuvelton, NYS Rte 812 Sewer Corridor and Treatment Plant Consolidation
- d. Resolution No. 2021-03-66, Technical Services Agreement, Town of Alexandria, Zamboni State and Municipal Facilities Program, Grant Administration
- e. Resolution No. 2021-03-67, Technical Services Agreement Amendment No. 2, Town of Diana, Waster System Assessment Project
- f. Resolution No. 2021-03-68, Technical Services Agreement Amendment No. 4, Village of Malone, Public Work Facility
- g. Technical Services Summary Report

#### 11. Regional Development

- a. Loan Report

#### 12. Additional Resolution

- a. Resolution No. 2021-03-69, Operations and Maintenance Service Agreement, Town of Parishville, Water District

#### 13. City of Ogdensburg – Request for Services

#### 14. Report of the Nominating Committee

- a. Election of Officers

#### 15. Authority Board Meeting Dates – FYE 2022

#### 16. Adjourn



**MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**Thursday, February 25, 2021 – 9:30 AM**  
**Zoom Conference Call/Teleconference**

The Development Authority of the North Country Board of Directors met in regular session via Zoom Conference Call/Teleconference on Thursday, February 25, 2021 at 9:30 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  
Nancy Henry

**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, Chief Operating Officer  
David Wolf, Manager, Telecommunications Division  
Angela Marra, Executive Assistant

**Guests:**

Jennifer Granzow, Counsel, Wladis Law Firm

1. Chairman Carter called the meeting to order at 9:30 AM.
2. Chairman Carter requested a roll call.
  - A quorum of voting and non-voting members was established.
3. Privilege of the Floor was offered.

#### 4. Chairman's Report

- a. Governor Cuomo Appointment to Authority Board of Directors –  
F. Carter welcomed Ms. Nancy Henry. Upon the recommendation of the Speaker of the Assembly, Ms. Henry is the most recent appointee to fill a vacancy on the Authority Board of Directors, resulting in a full Board. Ms. Henry is a retired school teacher and currently owns and operates Garland City Beer Works in Watertown, NY.
- b. Nominating Committee –  
F. Carter appointed the Nominating Committee:
  - a. Thomas Hefferon, Chairman
  - b. Alex MacKinnon
  - c. Mary Doheny
  - d. Dennis Mastascusa

The Nominating Committee will nominate officers at the March 25<sup>th</sup> Board meeting.

#### 5. Executive Director's Report – C. Farone

Today's meeting, due to the Coronavirus emergency restrictions, in compliance with Governor Cuomo's executive order, is being conducted via teleconference. The meeting has no in-person access, but is accessible through livestreaming on the Authority's website. During this meeting, because it was done telephonically, it is asked that when speaking to please state your name so you may be identified appropriately in the minutes.

##### a. COVID Update -

From a personnel perspective the Authority has been fortunate with only three staff having tested positive for COVID. With the many protocols we have in place, we were able to keep the virus from spreading to additional Authority staff. There have been instances where staff were potentially exposed and quarantined to work from home. Currently 26% of Authority staff are productively working from home. This has put additional stress on IT with purchasing additional laptops, ensuring staff have broadband capability, and maintaining functional systems for staff at home. The Authority has continued to provide essential services to our customers and stayed 100% operational. Staff indicated that it would be helpful to hear from management more directly, so email updates were replaced with a face-to-face zoom meeting for 100% of staff to talk about COVID, safety, and what services the Authority provides for our staff under the stress of COVID.

From a financial perspective, the Authority has been very fortunate. Revenues and accounts receivable are closely monitored. Regional Development has been doing a wonderful job working with our loan recipients to set suitable repayment terms. Water Quality has set up several new contracts. Depending on how long this lasts, there will be significant decreases in interest income impacting the Authority's long term financial assurance projections within our closure, post-closure, liner and other various reserves at the materials management facility. Cleaning supply costs have increased due to COVID.

Overall the Authority has held up extremely well from a COVID perspective.

B. McGrath asked what additional measures has the Authority taken to enhance cyber security with staff working remotely. C. Farone responded the Authority has always used a VPN, and a multi-factor identification has been put in place for staff accessing the system remotely. From a banking perspective, the Authority is locked down so that no banking transactions can occur outside our office. IT security continues to be evaluated. Due to a recent SCADA breach reported in Florida, we went through our SCADA protocol as compared to FBI requirements and believe we have appropriate controls in place.

b. FY 2022 Budgets -

Budgets are typically approved in March. The Budget and Finance Committee met on February 5<sup>th</sup> and they have recommended the budget to the Board for approval this month. Being one month ahead of schedule allows the Authority to file information in PARIS, and allows the Authority to communicate with our partners prior to the beginning of April.

c. Leachate Agreement - City of Watertown -

A 20 year agreement has been reached and will be presented in a resolution today.

d. Recycling Transfer Station (RTS) – MRF Quotes -

Over the last 8 eight months there have been discussions about how to optimize the RTS (regional transfer station) in Harrisville, and how to make it most cost effective for our partners. Lewis County is currently bringing their recyclables to a MRF (material recovery facility) in Herkimer. St. Lawrence County is utilizing the transfer station in Harrisville. Jefferson County is selling their recyclables on their own. The current recommendation is to evaluate if a material recovery facility (MRF) would be feasible in Harrisville. An outside consultant with MRF experience would be contracted to put together a preliminary cost estimate for what it would take to develop a MRF. This information would then be shared with our partners to see if a three county plan to manage recyclables could be put in place.

An RFP has been issued and quotes were received from three vendors. SCS Engineering would be recommended by Authority staff to move forward with the MRF analysis. Because this is a new topic, and was not included in the agenda, it was suggested during the Governance Committee that this be included as a resolution brought before the Board at the March meeting.

A. MacKinnon stated this is very important because we have a huge facility in Harrisville with a number of buildings that are in good condition and meet the basic needs of a MRF. It is very important that the utilization is carefully explored of something we already have, whether it is needed or not.

C. Farone commented that the Authority brings a substantial amount of recyclables to Recycle America, and Recycle America has been shut down a number of times over the past month leaving the Authority to store recyclables from St. Lawrence County while trying to figure out what to do in the interim while Recycle America is shut down.

J. Johnson stated that he thinks the idea of a MRF is excellent on the surface, however he does have concerns about a government agency exposing itself to increased market risk by the fluctuations in a market that has no added value. The supply of recyclables is almost infinite, but the demand is not. We need to evaluate the market risk to the Authority as this is more a function of free enterprise than the government.

C. Farone commented that as part of SCS' quote they included looking at alternatives of who would actually own and operate the facility.

6. Upon a motion by T. Hefferon, and seconded by A. Calligaris, the minutes from the January 28, 2021 Board Meeting, were unanimously approved.

7. Financials through December 31, 2020 – CFO

J. Staples reviewed the Statement of Net Position. Overall assets and liabilities have decreased since March of 2020 by just under \$5.7 million.

Under assets, loan receivables decreased by \$2 million due to two loan payoffs and one loan payment. Other investments decreased by \$3 million due to moving money out of the capital reserves account for MMF and transferring it to cash to pay for the southern expansion. Funds held in trust, which holds the project fund for a bonding that was done for the southern expansion, decreased because bond funds were moved to cash in order to pay southern expansion costs. Capital assets has increased due to the construction in progress account, and this is for the southern expansion as well.

Under liabilities there is a decrease in the landfill closure and post-closure due to the closure for the project at MMF. Board designated liabilities show a decrease in capital reserves of just under \$2 million, which was a reduction in reserves for the construction of the southern expansion. Most changes in the balance sheet are due to the southern expansion and the closure project at MMF.

In net position for all units the year-to-date operating revenue is below \$1 million. This is due to two areas, waste diversion revenue and grant revenue. Waste diversion revenue remains under budget as Lewis County and St. Lawrence County are being invoiced directly from Oneida-Herkimer and Recycle America for recyclables. Under operating expenses, the recycling transfer station is under budget by \$679,000 due to the recycling disposal costs the Authority is not paying and are paid directly by the counties. Grant revenue is below budget in the community development loan fund due to lack of loan closings. Operating and maintenance expenses are below budget by \$582,000. MMF is below budget for this line by \$340,000, of which half is attributed to fuels being under budget. Fuel costs have remained low, and they have not used as much fuel as was anticipated. Waste diversion is under budget by \$246,000, and of that \$100,000 is unspent money for the county capital recycling incentive. Non-operating revenue under interest income is below budget by \$575,000 due to poor CD interest rates.

Lastly, tonnage received in the month of December was 163,245, versus the projected 179,492. We are under in tons year-to-date by 16,247 tons mainly due to contaminated soil being off by 15,314 tons. Municipal solid waste was over by 5,573 tons versus projection.

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

8. Governance –

- a. Resolution No. 2021-02-34, approves the unchanged Disposition of Real Property Policy as attached to the resolution.

C. Farone stated the annual review of this policy is required through public authority law. This policy has been reviewed by Authority staff and is being proposed to the Board without modification. This policy is also posted to the Authority website.

Upon a motion by T. Hefferon, and seconded by A. Calligaris, Resolution No. 2021-02-34, Approving the Disposition of Real Property Policy, was unanimously approved.

- b. Resolution No. 2021-02-35, approves the Investment Policy as amended and attached to the resolution.

C. Farone stated the annual review of this policy is required through public authority law. This policy has been reviewed by Authority staff and is being proposed to the Board with minor changes. The document has been left in the track changes mode so all changes can be easily seen. Accountant I is being changed to Comptroller throughout the document. Collateral has been verified monthly by the chief financial officer or comptroller as designated by the Executive Director. The policy is being changed from reading annually to monthly as has been the past practice. The last change is to read that the investment manager provides the CFO with benchmarks and index comparisons on a quarterly basis. This is then reviewed and presented to the Board annually. This policy is also posted to the Authority website.

Upon a motion by T. Hefferon, and seconded by A. MacKinnon, Resolution No. 2021-02-35, Approving the Investment Policy, was unanimously approved.

- c. Resolution No. 2021-02-36, approves the unchanged Procurement Policy as attached to the resolution.

C. Farone stated the annual review of this policy is required through public authority law. This policy has been reviewed by Authority staff and is being proposed to the Board without modification. This policy is also posted to the Authority website.

Upon a motion by A. MacKinnon, and seconded by A. Calligaris, Resolution No. 2021-02-36, Approving the Procurement Policy, was unanimously approved.

- d. Resolution No. 2021-02-37, approves the Leachate Treatment Agreement by and between the Authority and the City of Watertown, and authorizing the Executive Director to execute said agreement for a period of 20 years.

C. Farone provided a brief overview. The City of Watertown requested a renegotiation of the leachate treatment agreement, leachate being the liquid that comes from the materials management facility that we take to the City of Watertown treatment facility. There has been a 20 year agreement between the city and the Authority, of which

there is 9.5 years remaining. Part of this agreement is the city would bring ash and grit to the Authority as a byproduct of their processing. The city has since changed their processing and no longer produce ash or grit and therefore felt they had a loss in consideration pursuant to our contract. The City came to the Authority requesting an increase from our current 1.64 cents per gallon to the 6 cents per gallon that all other materials management facilities are currently paying. Negotiations began, and a solution was reached for another 20 year agreement at the rate of 3.015 cents per gallon based on 20 million gallons of leachate a year. A piece that was integral within the contract was that the City of Watertown will take all leachate generated by the Authority's solid waste management facility. Throughout the remainder of the agreement, the intent was to keep it as similar as possible to the previous agreement. The agreement begins effective April, 1, 2021 so as to line up with our fiscal year. The previous agreement increased by consumer price index (CPI), ranging from 1.25% to 2.50% each year. For simplicity, the city requested the Authority pay an additional 2% increase each year. Through negotiations, the City Manager agreed that a 1% increase would meet their needs. While the rate per gallon will increase 1% each year, it is never to exceed 80% of the city's per gallon rate. An analysis was also done to calculate what the Authority will be paying 20 years showing that at the current rate of 3 cents, in 2041 we will be paying 3.64 cents per gallon or \$728,000. If the city costs increase by 15% they can reopen this agreement, but that requires proving the increase with documents and evidence to be shared.

The Watertown City Council has yet to review this agreement, but the mayor and city manager are on board. They will be sending the Leachate Agreement out with their read ahead packet today and should be voting on it at the beginning of March.

F. Carter asked if the reopener is just for the city, or if the Authority is included in that as well. C. Farone replied that the Authority did not deem the need to have a reopener as the agreement requires the city to take all of the Authority's leachate. The Authority is also required by permit to have another source, so it is not required that 100% of our leachate goes to the city.

Upon a motion by A. MacKinnon, and seconded by A. Calligaris, Resolution No. 2021-02-37, Authorizing the Leachate Treatment Agreement, City of Watertown, was unanimously approved.

- e. Resolution No. 2021-02-38, authorizes the Executive director to approve compensation adjustment, effective for the fiscal year 2021-2022 commencing April 4, 2021 within the budgetary authorizations and consistent with Authority personnel policies authorized by the Board.

C. Farone stated the Authority budget was reviewed on February 5<sup>th</sup> with the Finance and Budget Committee.

Upon a motion by A. MacKinnon, and seconded by A. Calligaris, Resolution No. 2021-02-38, Authorizing the Executive Director to Implement Compensation Plan, was unanimously approved.

C. Farone stated the budget in its entirety was reviewed on February 5<sup>th</sup> with the Finance and Budget Committee. The full Board was invited to attend, and all were provided a full budget packet prior to the meeting date.

- a. Resolution No. 2021-02-39, approves and adopts the Administrative Budget Fiscal Year 2021-2022 and line items contained therein, as proposed. This resolution also approves the Administrative capital projects for the Fiscal Year 2021-2022 and authorizes the Executive Director to undertake and pay for such projects, including contracting. The Schedule of Restricted / Board Designated Reserves are also approved in this resolution, as well as the ability to create and manage such reserves is delegated to the Executive Director who shall report such actions to the Finance Committee on a timely basis. The Fiscal Year 2021-2022 Administrative Allocations are approved and adopted, as well as the Audit Budget. This resolution authorizes the Executive Director to receive legislative initiatives on behalf of the Authority and to execute grant agreements and related documents with grant recipients as appropriate.

Upon a motion by M. Murray, and seconded by A. Calligaris, Resolution No. 2021-02-39, Approving Fiscal Year 2021-2022 Administrative Budget, Capital Projects, Administrative Allocations and Audit Committee Budget, was unanimously approved.

- b. Resolution No. 2021-02-40, approves and adopts the Engineering Budget and line items contained therein, as proposed. This resolution also approves the Engineering capital projects for the Fiscal Year 2021-2022 and authorizes the Executive Director to undertake and pay for such projects, including contracting. This resolution further delegates the Executive Director to negotiate contracts and report such actions to the Board of Directors in a timely manner.

Upon a motion by D. Mastascusa, and seconded by A. MacKinnon, Resolution No. 2021-02-40, Approving Fiscal Year 2021-2022 Engineering Division Operating Budget, Capital Projects and Reserve Designation, was unanimously approved.

- c. Resolution No. 2021-02-41, approves and adopts the Materials Management Division Budget and line items contained therein, as proposed. This resolution also approves the Materials Management capital projects for the Fiscal Year 2021-2022 and authorizes the Executive Director to undertake and pay for such projects, including contracting. This resolution also approves the tipping fees at \$46.00 per ton for municipal waste, construction and demolitions, and ash; \$36 per ton for non-beneficial use sludge, industrial waste and sewage sludge; \$18 per ton for nonhazardous petroleum, contaminated soil; \$17.50 per ton for beneficial use sludge; \$200 per ton for friable asbestos (one ton minimum); \$80 per ton for friable asbestos-contaminated construction debris or other waste that requires special handling protocol. This resolution extends the Community Improvement Program for Fiscal Year 2021-2022 at \$31.50 per ton up to 15,000 tons, and the Residential Cleanup Program shall be extended for Fiscal Year 2021-2022 at \$36 per ton up to 2,500 tons. The resolution further delegates the authority to establish tipping fees, special condition fees, manage reserves, establish host community agreements and negotiate multi-year hauler contracts to the Executive Director to be reported to the Facilities Committee in a timely manner.

C. Farone stated that this budget was created based on current operations, and does not consider the MRF. This budget is also the first year that dual faces will be

operating. Information has been included to support dual operations. Tip fees at materials management facility are being held consistent. Staff will begin looking at the tip fee structure, especially the closure and post closure reserve requirements. There is no closure or post closure requirements for the southern expansion until the first piece of waste enters the facility. Projections are currently being run through 2074 for the closure, post closure, liner and various other reserves to ensure that the system will be sufficient over the long term. It is anticipated that by June we will have a potential rate increase effective January 1, 2022 to present to the Board to ensure we meet all DEC requirements for the new liner. Funds invested in the replacement reserve and closure reserve will be reduced due to the operating costs increasing because of the new liner system in the southern expansion leaving less to invest in reserves. Based on projected tonnages and the projected rate per ton paid to Rodman for hosting the landfill, \$763,000 will be paid to the Town of Rodman as a host community benefit.

Upon a motion by T. Hefferon, and seconded by A. Calligaris, Resolution No. 2021-02-41, Approving Fiscal Year 2021-2022 Materials Management Division Operating Budget, Capital Projects, Reserve Requirements, and Tipping Fees, was unanimously approved.

- d. Resolution No. 2021-02-42, approves and adopts the Regional Development Budget and line items contained therein, as proposed. This resolution also delegates the authority to negotiate contracts to the Executive Director who will report to the Board of Directors in a timely manner.

Upon a motion by M. Murray, and seconded by A. MacKinnon, Resolution No. 2021-02-42, Approving Fiscal Year 2021-2022, Regional Development Budget, was unanimously approved.

- e. Resolution No. 2021-02-43, approves and adopts the Telecommunications Division Budget and line items contained therein, as proposed. This resolution also approves the Telecommunications Division capital projects for the Fiscal Year 2021-2022 and authorizes the Executive Director to undertake and pay for such projects, including contracting. This resolution also approves that reserves will be maintained on an on-going basis for the Fiscal Year 2021-2022. This resolution also delegates the authority to create and manage reserves, establish agreements, and negotiate contracts to the Executive Director who shall report such action to the Board of Directors in a timely manner.

J. Johnson asked where in the budget is the DOT tax that we may be obligated to pay. C. Farone responded that only \$10,000 was included for existing commitments. The potential is \$1.6 million and we have asked the DOT about this amount but they have yet to confirm and have even indicated we are very off with our estimate. What is included in this budget are fees that have already been incurred.

F. Carter commented that this has been moved from the DOT to the finance division. C. Farone concurred this has been moved to the Division of Budget. He further stated that we have not heard from the Division of Budget other than to say our figure is off, leaving us hopeful that the fee will not be in the \$1.6 million range.

A. Calligaris stated there is a contingency out there and we do not know the amount. C. Farone responded yes, and the DOT and DOB do not seem to know the amount either but are trying to figure it out.

F. Carter stated they are calling it a fee, as it is not a tax. If it were a tax the Authority would be exempt. C. Farone agreed that this is a fee. There are also many carriers upset about this and it may result in changing the industry.

A. Calligaris commented that this cost passed on to the businesses will be another reason for them to move out.

J. Johnson stated this is money coming out of people's pockets and going to the government and is a tax, how they collect it is the big question. Just like with the power companies, phone companies, and railroad lines, this was controlled by the state. Since we are on power poles, and National Grid pays a property tax across the area for those, has there been any discussion for when we will begin having to pay that tax? C. Farone responded that there has not been any discussion about the Authority paying that tax, and if it were a tax hopefully the Authority would be exempt.

Upon a motion by A. MacKinnon, and seconded by M. Murray, Resolution No. 2021-02-43, Approving Fiscal Year 2021-2022 Telecommunications Division Operating Budget, Capital Projects, Reserve Designations, and Tariff, was unanimously approved.

f. Resolution No. 2021-02-44, approves and adopts the Water Quality Division Budget and line items contained therein, as proposed. This resolution also approves the Water Quality Division capital projects for the Fiscal Year 2021-2022 and authorizes the Executive Director to undertake and pay for such projects, including contracting. This resolution approves and adopts user charges for Water Quality Management for Fiscal Year 2021-2022 as proposed. This resolution also delegates the ability to manage reserves for the Army Waterline and Sewerline, and Regional Waterline projects consistent with contractual requirements. This resolution authorizes and directs the Executive Director to manage reserves for the Army Waterline and Sewerline, and Regional Waterline projects consistent with contractual requirements. Furthermore, to enhance the Authority's ability to respond promptly to customer requirements, the Authority's ability to negotiate contracts is delegated to the Executive Director who will report such actions to the Board of Directors in a timely manner.

C. Farone commented that the Authority has met with Fort Drum and they were very pleased with the results of the budget and the rates. The Authority has also met with the Regional Waterline Board of Commissioners, and they had no comment as well.

C. Farone discussed the municipal services and the Authority goal to break even rather than make a profit. The Authority is only looking to do what is best for our municipal partners and to cover our costs.

C. Farone explained the capital project listed as alternative water source is allocating funds to research alternative water and sewer services on the Army Water and Army Sewerline; such as, could the Army Water Line be connected to the Regional Waterline and is there sufficient capacity. The Authority wants to be fully aware of all options moving forward, with the intent of maintaining a long-term partnership with the City of Watertown.

Under outside user rates, C. Farone explained the Army Sewer rate is increasing 73 cents due the city and the Authority having increased capital costs. The Army also

does not prefer to amortize over five years and instead chooses to pay in the year the charges occur.

Upon a motion by A. Calligaris, and seconded by A. MacKinnon, Resolution No. 2021-02-44, Approving Fiscal Year 2021-2022 Water Quality Management Division Operating Budget, Capital Projects and User Charges, was unanimously approved.

- g. Resolution No. 2021-02-45, approves and adopts the Fiscal Year 2021-2022 North County Economic Development Fund Budget and line items contained therein, as proposed

Upon a motion by A. Calligaris, and seconded by M. Murray, Resolution No. 2021-02-45, Approving Fiscal Year 2021-2022, North Country Economic Development Fund Budget, was unanimously approved.

#### 10. Engineering –

C. Tuttle reviewed a Contract Summary Proposal that has been discussed with Chairman Carter in regards to limiting the number of resolutions being brought before the Board. The summary table includes Company 60 (Engineering) and Company 44 (Water Quality Service Contracts) projects and resolutions that would typically be brought to the Board each month. The first column defines the company, the second column defines the customer, the third column is the contract type, followed by the fourth column with a description of services. The fifth column is the total amount of the contract service, followed by the start and end date for these contracts. This process would streamline a significant amount of information into a one page report.

C. Farone followed up in saying this would list all of the different agreements and the Authority COO could then review the table with the Board, in turn reducing the number of resolutions for each contract. From a Board perspective, different customers and dollar amounts could quickly and easily be reviewed.

B. McGrath commented that there should be a materiality threshold or a duration threshold, that if it exceeds either a dollar amount or number of years it be separated out and treated in the normal course in which we previously considered resolutions. C. Farone agreed and further stated that anything considered not to be the normal course of business would be brought to the Board. These thresholds can be established.

F. Carter asked if there is a way to identify areas outside our partners on the summary table. C. Farone responded that a county column can be added.

C. Farone concluded that going forward this is what will be presented. Parameters will be established as far as what will be presented to the Board based on thresholds. There will be an engineering report listing the different agreements instead of having specific resolutions. Due to this process being new, C. Tuttle will still review the resolutions today.

- a. Resolution No. 2021-02-46, approves the Management Services Agreement between the Authority and the City of Ogdensburg, and further authorizes the Executive Director to execute said agreement amendment.

Upon a motion by A. Calligaris, and seconded by M. Murray, Resolution No. 2021-02-39, Approving Management Services Agreement Amendment 2, City of Ogdensburg, Water and Wastewater Facilities, was unanimously approved.

- b. Resolution No. 2021-02-47, approves the Technical Services Agreement between the Authority and the Village of Chaumont, and further authorizes the Executive Director to execute said agreement.

Upon a motion by A. Calligaris, and seconded by T. Hefferon, Resolution No. 2021-02-47, Approving Technical Services Agreement, Village of Chaumont, Asset Management Plan, was unanimously approved.

- c. Resolution No. 2021-02-48, approves the Technical Services Agreement between the Authority and Cornell Cooperative Extension of Jefferson County, and further authorizes the Executive Director to execute said agreement.

Upon a motion by A. Calligaris, and seconded by D. Mastascusa, Resolution No. 2021-02-48, Approving Technical Services Agreement, Cornell Cooperative Extension Jefferson County, Geographic Information Systems, was unanimously approved.

- d. Resolution No. 2021-02-49, approves the Technical Services Agreement between the Authority and the Town of Louisville, and further authorizes the Executive Director to execute said agreement amendment.

Upon a motion by T. Hefferon, and seconded by A. Calligaris, Resolution No. 2021-02-49, Approving Technical Services Agreement, Town of Louisville, Water System Improvement Project, was unanimously approved.

- e. Resolution No. 2021-02-50, approves the SCADA Services Agreement Amendment No. 1, between the Authority and the Route 3 Board of Commissioners, and further authorizes the Executive Director to execute said agreement amendment.

Upon a motion by M. Murray, and seconded by G. Turck, Resolution No. 2021-02-50, Approving SCADA Services Agreement Amendment 1, Route 3 Board of Commissioners, Pump Stations RTU Upgrades, was unanimously approved.

## 11. Project Development –

### Loan Report –

M. Capone reported that all Development Authority loans are being paid as agreed.

The North Country Economic Development Fund Board met at the beginning of February and agreed to write off a loan to ProSport Trailer Manufacturing for accounting purposes, however they are still working to collect on that loan.

Yesterday, the Project Development Committee approved three additional months of interest only payments to the Trailhead Resort located in Newcomb. The Trailhead Resort is a start-up restaurant and glamping facility that opened their doors at the beginning of the pandemic. M. Capone has requested they put together a cash flow projection for the coming year.

- a. Resolution No. 2021-02-51, approves a loan in the amount of up to \$190,000 to the Heuvelton Historical Association based on the term sheet attached to the resolution, and further authorizes the Executive Director or 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.

Upon a motion by F. Carter, and seconded by D. Mastascusa, Resolution No. 2021-02-51, Approving Community Development Loan Fund, Community Rental Housing Program, Heuvelton Historical Association Loan, was unanimously approved.

- b. Resolution No. 2021-02-52, approves a loan in the amount of up to \$220,000 to from the Community Rental Housing Program to Pink Palace Properties, LLC based on the term sheet attached to the resolution, and further authorizes the Executive Director or 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.

Upon a motion by F. Carter, and seconded by A. Calligaris, Resolution No. 2021-02-52, Approving Community Rental Housing Program, Pink Palace Properties, LLC, Loan #2, was unanimously approved.

#### Water Quality –

- a. Resolution No. 2021-02-53, authorizes and directs the Executive Director to enter into an Operations and Maintenance Service Agreement with the Village of Castorland, and further authorizes the Executive Director to execute the required and necessary agreements.

B. Nutting stated the Authority was approached by the Village of Castorland a few weeks ago because their operator was leaving to find a job and they needed a certified operator to operate the water and sewer system.

C. Farone commented this is the Authority's first water and sewer agreement in Lewis County.

F. Carter asked if they had one person at that facility doing this work, and that person retired and the Authority is taking over that person's position. B. Nutting replied that they had a certified operator and he retired. They had hired someone to replace him, but he could not pass his certifications. The retiree was still allowing his name to be used on the paperwork, but his certifications would lapse soon. Their new hire found a new job and left employment with the village. The Authority is now doing the job of the water and wastewater operator. If the Authority was not able to pick up this work, the Village of Castorland would have been in violation because the Department of Health and DEC both require a certified operator. They actually had a few violations with the previous operator that the Authority has been helping them work through with the DEC, EPA, and Department of Health. We seem to have the violations settled, but this could have been an issue because they are required by the state to have a certified operator at these facilities.

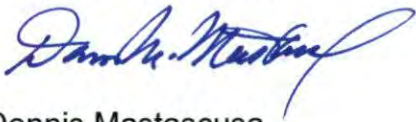
Upon a motion by D. Mastascusa, and seconded by A. Calligaris, Resolution No. 2021-02-53, Authorizing Operations and Maintenance Service Agreement, Village of Castorland, Water and Sewer Districts, was unanimously approved.

12. Next Meeting(s) –

Board Meeting / Annual Meeting – March 25, 2021 at 9:30 AM via Zoom.

13. Upon a motion by T. Hefferon, and seconded by M. Murray, the meeting was adjourned at 11:06 PM.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dennis Mastascusa", written in a cursive style.

Dennis Mastascusa  
Board Secretary



**Board Resolution No. 2021-03-70**  
**March 25, 2021**

**IN RECOGNITION OF ACHIEVEMENTS**  
**HONORABLE H. DOUGLAS BARCLAY**

Whereas, former New York State Senator H. Douglas Barclay (1932-2021) was a leading voice for the creation of the Development Authority of the North Country in the mid-1980s, and

Whereas, Senator Barclay understood the need for a locally controlled entity with broad authority and the capacity to raise money from capital markets to meet the current and future infrastructure needs associated with the activation of the Army's 10<sup>th</sup> Mountain Division (Light Infantry) at Fort Drum, and

Whereas, through his legacy of service and commitment to the citizens of the North Country, the Development Authority of the North Country provides infrastructure, programs and services to enhance the mission at Fort Drum and to improve the quality of life for the residents in the North Country, and

Whereas, also under Senator Barclay's strategic leadership he created the Tug Hill Commission and St. Lawrence Eastern Ontario Commission to improve the quality of life for his constituents, and

Whereas, the North Country is a better place due to the vision, dedication, and leadership of H. Douglas Barclay.

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country does hereby recognize the achievements of the Honorable H. Douglas Barclay for his exemplary leadership and dedication to the citizens of the North Country, and the Development Authority of the North Country.**

Fiscal Year End 2021

# Performance Measurements Report

April 1, 2020 - March 31, 2021



The Development Authority of the North Country adopted the following measurements as indicators of the Authority's performance. Listed for each objective are the activities which addressed the objective during the fiscal year. Actions reflected in red are non-performance issues.

## Meet or exceed federal, state and local regulatory requirements.

- The Materials Management Division operated the regional solid waste landfill in accordance with the NYS Department of Environmental Conservation (NYSDEC) Part 360 Solid Waste Management Permit, the NYSDEC Air Title V Permit, the NYSDEC Part 364 Waste Transporter Permit and the NYSDEC Multi Sector General Permit for Storm Water Discharges.
- The Regional Recycling Transfer Station operated as a NYSDEC-Certified Recyclables Handling and Recovery Facility and complied with Part 360.15 of DEC regulations.
- The Authority-owned Army water line, Army sewer line, and regional water line operated with no violations.
- The Authority completed the NYSDEC Environmental Audit on September 10, 2020 and there were no instances of regulatory non-compliance noted for the reporting period.
- Regional Development staff provided program delivery and grant administration for the Town of Wilna Community Development Block Grant program. The state audited this program and found no issues relating to the program delivery or grant administration by the Authority.
- The Telecommunications Division completed all surveys for work on New York State rights-of-way as part of a new NYS Department of Transportation (DOT) requirement.
- An Authority employee in the Watertown Quality Division became certified as a IIA water treatment plant operator and another employee became certified as a "C" water treatment plant operator.
- For the fiscal year ending March 31, 2020, the Authority received an A+ on its Minority and Women-owned Business Enterprise (MWBE) report card, based on an evaluation by NYS Empire State Development. Of 49 criteria, the Authority scored a 47, resulting in grade of A+. The Authority established an MWBE goal of 30%, consistent with state requirements, and Authority MWBE utilization for the fiscal year ending March 31, 2020 was 38.08%.
- For the fiscal year ending March 31, 2021, the Authority established an MWBE goal of 30%, consistent with state requirements. From April 1, 2020 through December 31, 2020, MWBE utilization was 35.52%.

- The Authority reviewed 73 special waste disposal requests for over 49,613 tons to ensure the materials being delivered to the Materials Management Facility were acceptable as non-hazardous waste in accordance with the Authority's Part 360 permit.
- The Materials Management Division completed the Annual Planning Unit Recycling Report for submission to NYSDEC.
- The Regional Recycling Transfer Station completed a required annual report for the facility for submission to NYSDEC.
- The Authority completed Sexual Harassment Prevention in the Workplace training for all employees, as annually required by the NYS Department of Labor (DOL).
- Human Resources completed Affordable Care Act required reporting that demonstrates affordable health insurance coverage is provided to its employees.
- Human Resources completed Public Employee Safety and Health (PESH) annual reporting of work-related injuries and illnesses.
- Human Resources coordinated with a third-party vendor to conduct required annual random on-site drug and alcohol screening for CDL drivers.
- Human Resources ensured that all Board members and required employees completed the NYS Joint Commission on Public Ethics comprehensive ethics training and filed annual financial disclosure statements.
- Human Resources completed and submitted the required annual Confidential Evaluation of Board Performance Survey to the NYS Authorities Budget Office (ABO).
- Human Resources completed the required annual reporting of NYSDOL Workplace Violence Prevention training, employee survey results, site evaluations, and checklists.
- The Materials Management Division conforms to the U.S. Environmental Protection Agency Greenhouse Gas Mandatory Reporting Rule.
- The Telecommunications Division filed all Federal Communications Commission (FCC) and NYS Department of Public Service forms required to operate a telecommunications network, in a timely manner.
- The Telecommunications Division worked closely with the Fort Drum Regional Health Planning Organization to provide all required USAC forms in a timely manner.
- Telecommunications sent Universal Service Fund certificate requirements to all customers as required by the FCC.
- All USAC paperwork for Jefferson-Lewis BOCES and St. Lawrence-Lewis BOCES was filed on time by Telecommunications.
- The Authority established a Service Disabled Veteran-Owned Business (SDVOB) goal of 4%, and SDVOB utilization from April 1 through December 31, 2020 was 1.87%.
- Water pollution control facilities serving the villages of Carthage/West Carthage, Clayton and Malone, and the City of Ogdensburg, which are managed by the Authority's Engineering Division, experienced a combined total of 20 violations, down from 29 violations last year. The Authority is working through a SPDES permit modification process in Malone as well as significant capital upgrades to Ogdensburg which will allow these facilities to better operate within the required SPDES limits and further reduce the number of violations.
- Municipal wastewater treatment plants operated by the Water Quality Division had five SPDES violations; proper documentation was filed with the NYSDEC.
- Municipal water treatment plants operated by the Water Quality Division had one violation; proper documentation was filed with the NYSDOH.

## Meet or exceed federal, state and local safety requirements.

- Despite the COVID-19 pandemic, the Authority continued to serve all of its customers, providing essential services for communities, while implementing increased safety measures warranted by the pandemic.
- The Authority had a reportable incident rate of 1.1 in calendar year 2020; a significant decrease from 6.5 in 2019.
- The Authority completed 374 of 379 Safety Compliance items – 99% complete for calendar year 2020. Five routine onsite safety inspections were not completed because of limited staffing due to COVID.
- The Engineering Division coordinated and implemented a safety training program for Authority and municipal partners that included over 1,095 attendees, in-person prior to COVID-19 restrictions and virtually later in the year.
- Engineering staff completed the state-mandated Public Employer Emergency Health Plan for the Authority and assisted three municipalities with the completion of plans.
- Telecommunications staff raised its fiber optic cable by Horizon Marine in Alexandria Bay to ensure that large boats could safely access the lot.
- Telecommunications re-routed Authority cable along Route 26 in Deer River to ensure safety during a bridge replacement by NYS DOT.
- The Authority maintained a Board-Certified Safety Professional on staff to facilitate monthly Safety Committee meetings and complete internal safety compliance audits for confined space and respiratory protection.
- Authority employees completed Vehicle Safety Training and Defensive Driving and received a Guide to Preventing Lyme Disease. Authority divisions were provided with insecticide and tick removal kits for use by field personnel.
- All required personnel attended training to meet OSHA safety requirements.
- The Telecommunications Division met all regulatory and safety requirements for the NYS Electric and Gas (NYSEG) project. Due to the nature of the project, additional staff were required to undergo training.
- Telecommunications completed several safety projects to accommodate NYS DOT projects, including:
  - Engineered the transfer and movement of existing Authority fiber optic cable to eight new poles on Route 11 just north of Watertown.
  - Temporarily moved one section of fiber on Route 86 in North Elba to safely accommodate DOT crane work.
- Telecommunications updated Dig Safely records every month to ensure that all underground cables were identified and logged in the system.
- The Water Quality Division adhered to OSHA requirements and completed annual safety inspections for all facilities and safety equipment.
- Water Quality Division personnel completed over 30 safety trainings to meet safety requirements and maintain operator certifications.

## Manage the Authority's assets in a prudent and fiscally responsible manner.

- The Authority authorized principal and interest moratoriums and interest-only payments to prudently manage its loan portfolios throughout the COVID-19 pandemic, resulting in the vast majority of borrowers across the housing and business loan portfolios paying as agreed.
- Through collection efforts, the Authority recovered 100% of the bad debt on a loan written off as of March 31, 2020.
- Telecommunications saved approximately \$400,000 in construction costs by partnering with SLIC Network Solutions to deliver a regional fiber network for NYSEG.
- The Authority renegotiated an agreement with the City of Watertown for leachate treatment that ensures the Authority has an environmentally sound destination for the leachate generated at the regional landfill, for 20 years.
- Telecommunications reviewed a pole audit that was completed for Verizon and found multiple instances where the survey was incorrect. The net result was to reduce the Authority's cost from \$80,000 to \$0.
- Information Technology implemented several security measures to protect the Authority's digital information: installed a new network firewall, configured and rolled out multi-factor authentication for VPN and internet software sites, and updated operating systems to ensure supportability and security from Microsoft.
- The Engineering Division integrated GIS data with NexGen asset management software which increased efficiency of the two linked systems by combining the mapping power of GIS with the planning, tracking, and management power of NexGen. Certain workflows, including manhole inspections and asset detail data entry, were streamlined with this integration.
- Telecommunications worked with SLIC Network Solutions to add more bandwidth to certain locations in exchange for the extension of an existing contract, resulting in increased broadband capacity to the region and revenue assurance for the Development Authority.
- The Materials Management Division continually improved working face operations to reduce leachate production.
- The Authority managed equipment to extend life and retention beyond the warranty period.
- The Authority maintained bad debt reserves for questionable loans in order to manage loan portfolio risk.
- Information Technology completed quarterly phishing testing and yearly cybersecurity training for employees.
- The Authority publicly accepts bids for all used equipment and assets, utilizing a public electronic auction site.
- Telecommunications replaced defective Central Office batteries in Watertown, Utica, Alexandria Bay and Gouverneur.

## Operate transparently and with accountability to partners and general public.

- When the COVID-19 pandemic hit, the Authority modified its website to prominently feature business assistance resources, sent a communication directly to all municipalities in the tri-county area offering pertinent assistance, and issued subject-specific press releases informing the public about operations and assistance.

- A video “virtual” tour of the regional landfill was created and published, to take the place of the annual open house at the landfill which could not be held due to COVID-19 health and safety restrictions.
- Regional Development staff worked with Engineering staff and a consultant to create a query tool that will be located on the Fort Drum Compatibility website. The query tool will allow users of the GIS portal to better identify encroachment or other issues relating to specific parcel data. Overall, this increases the communication between Fort Drum and developers/community leaders pertaining to encroachment.
- Communications issued 11 Authority press releases to inform the public about its activities and events, and provided information for three releases issued by partner organizations. Media stories numbered 94 through February.
- The Materials Management Division maintained a Facebook page to provide information about recycling to the public.
- The Fort Drum Compatibility Committee met virtually twice over the past year, increasing interaction between Fort Drum and communities regarding compatible land use planning.
- Annual partner letters summarizing the Authority’s services in general and particular to each, were sent to county partners of Jefferson, Lewis and St. Lawrence, and to the City of Watertown.
- The Authority provided its annual newsletter to Rodman residents, to keep residents updated on landfill activities.
- The Materials Management Division conducted virtual periodic meetings with haulers and its county solid waste division partners to obtain feedback and discuss operational changes at the landfill, as well as waste diversion activities.
- The Water Quality Division conducted regular scheduled meetings with the Route 3 Sewer municipalities, Regional Waterline municipalities, and the U.S. Army for fiscal and operations review, and discussion and review of proposed budget and capital improvements.
- Finance completed annual PARIS reporting for staff, board of directors, and benefits information for the state ABO.
- The Authority retained the Bonadio Group to complete a Financial Statement Audit, Agreed Upon Procedures for the Regional Waterline, Report on Investments and a Single Audit. All audits were completed without findings and were approved by the Authority’s Board of Directors.
- Telecommunications provided media converters to St. Lawrence County Emergency Services to help activate a circuit to assure their communications network operated properly.
- Telecommunications activated new 10G circuits to Lewis, Keene, Schroon Lake and Potsdam for SLIC Network Solutions. This helps them deliver broadband as part of their regional last-mile build.
- The Telecommunications Division moved Authority fiber off a pole on Route 56 in Norwood to accommodate BOCES.
- Water Quality staff routinely participated in municipal board meetings.
- Authority staff continues to meet with all City of Watertown water users and NYSDOH to address disinfection byproduct concerns.

## **Encourage environmental stewardship and advance as a more sustainable organization.**

- The Authority achieved a new annual high for its office supplies and furniture reuse program in 2020, with 457 pounds of material diverted from the landfill.
- The Materials Management Division coordinated and improved tire removal and disposal for recycling from partner county transfer stations.
- The Authority implemented the use of expense report reimbursement, performance evaluation, direct deposit and check request forms in OnBase, which has reduced the need for printing these items by 100%. Onbase is the Authority’s electronic content management system.

- The Authority completed 738 of 748 Environmental Compliance items – 99% complete for calendar year 2020. Five routine onsite inspections were not completed because of limited staffing due to the pandemic. Five internal annual document audits/reports were not completed due to staff re-prioritization due to the pandemic.
- The Finance Division electronically distributed employee paystubs and used a direct deposit program for expense reimbursement, continuing the Authority's conversion to electronic paperless transactions.
- Human Resources used an HR software system (BambooHR) to onboard new hires, process acknowledgement forms for electronic signature, and electronically file all personnel records, resulting in a reduction in paper usage.
- Human Resources used the Employee Navigator software system to process annual employee open enrollment for health, dental, and vision insurances, and onboarding new hires, resulting in a reduction in paper usage.
- Human Resources used the NYS Employees' Retirement System Employer Online system to enroll new hires, update employee information, and submit reports electronically, resulting in a reduction in paper usage.
- Human Resources used OnBase to store and share all Authority job descriptions and internal audit results, resulting in a reduction in paper usage.
- Human Resources conducted several internal and human resources audits using information stored electronically in Authority software systems, resulting in both a reduction in paper usage and travel costs.
- The Authority used a file share software system (ShareBase) to enhance file sharing capabilities and reduce the need for printing internally and externally.
- The Authority voluntarily completed the Executive Order #4 Report to New York State, reflecting its sustainability efforts.
- Telecommunications performed room integrity testing on all Central Offices to ensure fire suppression systems operate properly.
- Telecommunications completed bi-annual testing of all HVAC systems to ensure they are functioning properly, still meeting standards, and not leaking.
- Telecommunications completed bi-annual testing of all fire suppression systems and ensured they are up to code.

### **Provide regional initiatives and partnerships that provide value added services to communities.**

- The Development Authority partnered with Jefferson, Lewis, and St. Lawrence counties to develop a regional broadband inventory and assessment to help determine how best to deliver broadband across the region.
- Regional Development staff organized listening sessions with community representatives from Jefferson, Lewis and St. Lawrence counties to identify ways to better utilize shared resources for data collection and data analysis to increase efficiencies and the ability to make informed decisions. This information is being used to identify opportunities for shared services.
- The Authority actively participated in and led North Country Regional Economic Development Council activities along with partners, to leverage resources in order to obtain additional state funding for region-wide community projects.
- The Engineering Division completed a contract totaling \$94,310 with the villages of Gouverneur, Philadelphia and Rensselaer Falls, and the Town of Madrid to implement GIS for infrastructure management.

- The Engineering Division assisted the Village of Heuvelton in advancing its NYS Route 812 Sewer Consolidation Project, which will construct a sewer pipeline from the village to the City of Ogdensburg's wastewater treatment system. The Engineering Division assisted the village in obtaining a \$376,190 Northern Border Regional Commission grant, increasing the total grant funding to \$9.6 million or 69% of the total estimated project cost.
- The Materials Management Division provided assistance to the Town of Rodman for spring cleaning of the town streets.
- The Authority hosted three Household Hazardous Waste collection days in the tri-county area, allowing residents to dispose hazardous waste for free.
- The Authority commenced operation of the Regional Recycling Transfer Station site in Harrisville.
- Regional Development staff provided grant administration and inspection services to the Town of Wilna for its RESTORE NY grant, which involved the complete rehabilitation of a Carthage building, resulting in the start-up of a restaurant and bar.
- Telecommunications worked with the Olympic Regional Development Authority to design and construct fiber to several new facilities in advance of the World University Games in 2023.
- Telecommunications was awarded a contract to continue to provide services to 80 telemedicine sites throughout the region.
- The Authority's GIS system hosted data for 67 customers in six counties and the IMA website continued to receive more than 5,000 visits each month.
- The Authority, as a Local Development District designated by the Northern Border Regional Commission for St. Lawrence, Jefferson, Lewis, and Franklin counties, provided project management/grant administration for two projects.
- The Authority is working with the Town of Diana and Town of Morristown to complete several dissolution implementation tasks that are a result of these municipalities voting to dissolve their villages.
- The Authority completed a dissolution study for the Village of Chaumont.
- The Engineering Division designed, constructed and installed a control panel for the Village of Lyons Falls well field, replacing a 24-year-old system.
- The Engineering Division integrated existing SCADA systems with the new disinfection byproduct removal systems in the Authority's water storage tank on Fort Drum as well as the Village of Dexter's water storage tank. These removal systems improve drinking water quality by reducing the disinfection byproducts caused by the reaction of organic materials in the water with chlorine disinfectants.
- The Engineering Division oversaw the Village of Clayton Historic District Underground Utility Project to convert all existing overhead utilities to underground service.
- The Engineering Division provided technical support services for water/sewer capital improvement projects in the villages of Alexandria Bay, Clayton, Heuvelton, Potsdam, and Tupper Lake, the City of Ogdensburg, and the towns of Clifton and Fine. These multi-year projects total approximately \$106 million in investment in North Country infrastructure that will help support existing and future economic development.
- The Engineering Division is assisting the villages of Alexandria Bay and Clayton with the design and implementation of several Resiliency and Economic Development Initiative projects totaling over \$12.6 million, which will upgrade public waterfront assets and enhance resiliency to changing water levels.
- The Engineering Division completed an Asset Management Plan for the Village of Cape Vincent.
- The Engineering Division provided project management services to the Village of Lyons Falls to oversee the fourth and final phase of hazardous material abatement and demolition of the Lyons Falls Paper Mill brownfield site.

- The Engineering Division assisted the Town of DeKalb, Town of Clifton, and Village of Theresa with the completion of preliminary engineering reports to evaluate the most effective solution to implement effluent disinfection systems.
- Regional Development staff worked with the Fort Drum Garrison to ensure that Fort Drum was acknowledged by the state's new Office of Renewable Energy Siting, which replaces the Article 10 process, when reviewing renewable energy projects around Fort Drum.
- Regional Development staff created a plan for implementing housing program delivery and grant administration for municipalities across the three-county region. While this is not a new activity, it plans for the expansion of these services.
- The Telecommunications division worked with the Town of Tupper Lake to obtain a Northern Border Regional Commission Grant to enhance broadband services in Tupper Lake.
- Telecommunications helped upgrade television station WPBS in South Colton and Copenhagen from dark fiber to new Ethernet circuits. This allowed WPBS to migrate from outdated, unreliable equipment and it enhanced station's survivability due to the redundancy built into the Ethernet system.
- Telecommunications worked with a new local service provider, Lake Placid Fiber, to help introduce broadband service to portions of Lake Placid.
- Telecommunications completed a \$950,000 regional dark fiber build for NYSEG from Raquette Lake to Newcomb. This project allowed for proper monitoring and accommodated a backup power source for the electric grid in the area.
- The Telecommunications Division assisted in the construction of fiber across the Rift Bridge on Wellesley Island into Canada.

### **Develop internal analytic data to improve assessment and decision-making.**

- Information Technology programmed the water/wastewater software in order to properly record and track information for the Army water line, Army sewer line, regional water line and various municipalities' water and wastewater readings.
- Regional Development staff is tracking loan inquiries and, in 2020, responded to over 100 inquiries about the Authority's loan programs.
- The Materials Management Division is utilizing data trends to determine causes of variations in waste and recyclable flows and better plan and predict future occurrences.
- The Materials Management Division is effectively utilizing Nexgen as an asset management tool.
- Telecommunications installed a new network management server to enhance the Authority's ability to monitor usage, errors, and alarms in the network.
- Telecommunications added site drawings to its fiber record system so drawings and records can be accessed at the same time.
- Telecommunications added all generators and fire suppression systems to the Authority's network management system for better reporting.
- Telecommunications added access codes, tower owners, off-net circuit information, and network contacts to FileMaker, the Authority's fiber management system.



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# Mission Statement and Performance Measurements

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## Our Mission

The mission of the Development Authority is to serve the common interests of Jefferson, Lewis and St. Lawrence Counties by providing technical services and infrastructure, which will enhance economic opportunities in the region and promote the health and well-being of its communities.

## Performance Measurements

April 1, 2021 – March 31, 2022

Meet or exceed Federal, State and local regulatory requirements.

Meet or exceed Federal, State and local safety requirements.

Manage the Authority's assets in a prudent and fiscally responsible manner.

Operate transparently and with accountability to partners and general public.

Encourage environmental stewardship and advance as a more sustainable organization.

Provide regional initiatives and partnerships that provide value added services to communities.

Develop internal analytic data to improve assessment and decision making.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Ten Months Ending Sunday, January 31, 2021**

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
<b>STATEMENT OF NET POSITION</b>		
<b>ASSETS</b>		
Cash and Cash Equivalents	\$7,081,969.26	\$5,619,388.96
Accounts Receivable	2,205,221.62	2,962,769.30
Unbilled Revenue	253,085.93	502,785.83
Interest Receivable	120,023.01	178,707.78
Loans Receivable, net	34,704,342.18	36,810,943.50
Inventory	5,301.09	5,301.09
Prepaid Expense	488,427.13	507,698.35
Investments	25,571,697.01	28,867,099.61
Funds Held In Trust	811,348.32	12,812,619.40
OPEB Reserve Fund	5,530,626.47	5,479,082.77
Restricted Assets	74,103,000.31	72,793,331.95
Leased Property	60,537.86	77,195.56
Capital Assets, net	83,734,460.65	72,559,389.98
<b>Total Assets</b>	<b>234,670,040.84</b>	<b>239,176,314.08</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
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
<b>TOTAL ASSETS PLUS DEFERRED OUTFLOWS</b>	<b>236,257,199.84</b>	<b>240,763,473.08</b>
<b>LIABILITIES</b>		
Accounts Payable	1,736,683.40	1,333,237.47
Grants & Passthroughs Payable	439,682.86	447,924.20
Community Benefits Payable	46,345.52	164,500.17
Interest Payable	222,129.17	125,447.92
Accrued Expenses	338,453.27	429,347.16
OPEB Liability	5,838,489.49	5,433,204.19
Net Pension Liability	1,309,024.00	1,309,024.00
Unearned Income	8,067,085.28	7,438,972.96
Lease Obligation	60,537.86	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	15,644,785.53	18,432,663.36
Long-term Liabilities	23,011,541.93	24,291,543.31
Total Liabilities	67,876,768.56	70,645,070.55
<b>DEFERRED INFLOWS OF RESOURCES</b>		
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
<b>TOTAL LIABILITIES PLUS DEFERRED INFLOWS</b>	<b>68,418,890.56</b>	<b>71,187,192.55</b>
<b>NET POSITION</b>		
Invested In Capital Assets, Net	62,297,091.78	62,286,864.78
Restricted for:		
Community Rental Housing Program	13,296,677.43	14,250,787.38
Community Development Loan Fund	8,589,866.96	8,182,061.08
Affordable Housing Program	22,754,314.67	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	12,471,450.33	12,642,139.72
Reserve For Wetland Mitigation	1,309,545.33	1,292,626.26
OATN Reserve	6,789,192.42	6,718,692.39
Total Restricted	67,523,098.45	67,981,384.06
Board Designated for:		
Infrastructure Development	223,107.42	223,107.42
Capital Reserve	9,657,253.28	12,212,737.56
Tip Fee Stabilization	4,421,719.74	4,362,020.36
Landfill Gas Reserve	1,650,446.78	1,628,366.18
Economic Development Fund	5,522,406.25	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	28,474,933.47	31,007,608.35
Undesignated	9,543,185.58	8,300,423.34
Total Net Position	167,838,309.28	169,576,280.53
<b>Total Liabilities, Deferred Outflows &amp; Net Position</b>	<b>236,257,199.84</b>	<b>240,763,473.08</b>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Ten Months Ending Sunday, January 31, 2021**

	<u>YTD ACTUAL</u>	<u>3/31/2020 Total</u>
<b><u>CHANGE IN NET POSITION</u></b>		
<b>OPERATING REVENUE:</b>		
Customer Billings	18,182,100.99	22,210,552.80
Waste Diversion Revenue	210,496.34	0.00
Grant Revenue	824,389.33	2,396,759.80
Loan Interest Income	537,973.99	635,971.21
Other Income	687,403.09	1,034,225.12
<b>Total Operating Revenue</b>	<b>20,442,363.74</b>	<b>26,277,508.93</b>
<b>OPERATING EXPENSES</b>		
Depreciation & Amortization	6,370,293.04	8,266,323.83
Salaries	5,019,202.90	5,884,576.18
Fringe Benefits	2,263,115.85	2,657,210.41
Operation & Maintenance	1,890,247.27	2,455,173.87
Recycling Transfer Station	279,332.32	151,462.46
Waste Diversion	860,411.46	888,503.52
Wastewater Treatment	924,750.24	1,272,972.89
Closure & Post Closure Costs	475,645.16	851,891.25
Community Benefits	718,957.46	861,006.03
Water Purchases	514,067.39	568,892.77
Office & Administration	343,141.30	446,170.24
Insurance	352,250.10	413,766.62
Utilities	98,593.19	137,398.04
Bad Debt Expense	(27,767.93)	630,223.86
Materials & Supplies	204,304.36	239,650.20
Professional Fees	425,262.40	290,984.78
Repairs & Maintenance	115,408.54	150,613.77
Automobile	268,091.47	316,628.99
Computer Expenses	242,140.16	291,870.08
Grants	1,107,545.66	731,174.64
NYS Administrative Assessment	0.00	122,000.00
<b>Total Operating Expenses</b>	<b>22,444,992.34</b>	<b>27,628,494.43</b>
<b>Total Operating Income</b>	<b>(2,002,628.60)</b>	<b>(1,350,985.50)</b>
<b>NON-OPERATING REVENUE (EXPENSE)</b>		
Interest Income	775,681.67	2,702,220.82
Gain on Sale of Fixed Assets	0.00	81,291.40
Interest Expense	(511,024.32)	(517,767.83)
Bond Issuance Costs	0.00	(128,847.57)
<b>Total Non-Operating Expense, Net</b>	<b>264,657.35</b>	<b>2,136,896.82</b>
<b>CHANGE IN NET ASSETS</b>	<b>(1,737,971.25)</b>	<b>785,911.32</b>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Ten Months Ending Sunday, January 31, 2021**

	<b>ADMIN</b>	<b>MATERIALS MGMT</b>	<b>TELECOM</b>	<b>ARMY SEWER</b>	<b>ARMY WATER</b>	<b>REGIONAL WATER</b>	<b>WQ CONTRACTS</b>	<b>ENGINEERING</b>	<b>REGIONAL DEVELOPMENT</b>	<b>TOTAL</b>
<b>STATEMENT OF NET POSITION</b>										
<b>ASSETS</b>										
Cash and Cash Equivalents	\$7,081,969.26									\$7,081,969.26
Accounts Receivable	(5,138.64)	782,721.90	892,025.57	180,759.61	185,198.92	30,819.32	27,290.50	62,456.71	49,087.73	2,205,221.62
Unbilled Revenue				55,919.05	11,792.18	28,928.04	64,981.65	83,450.61	8,014.40	253,085.93
Interest Receivable	4,771.70	21,582.41	6,008.36						87,660.54	120,023.01
Loans Receivable, net									34,704,342.18	34,704,342.18
Inventory		5,301.09								5,301.09
Prepaid Expense	478,509.67		9,917.46							488,427.13
Investments	6,266,068.53	13,568,274.86	1,994,437.13						3,742,916.49	25,571,697.01
Funds Held In Trust		811,348.32								811,348.32
OPEB Reserve Fund	5,530,626.47									5,530,626.47
Restricted Assets		32,794,757.75	10,492,747.56	1,921,696.37	1,048,198.01	486,297.55			27,359,303.07	74,103,000.31
Leased Property									60,537.86	60,537.86
Capital Assets, net	563,798.65	49,055,592.02	24,580,133.75	3,226,934.80	3,263,245.94	3,012,788.72		31,966.77		83,734,460.65
<b>Total Assets</b>	<b>19,920,605.64</b>	<b>97,039,578.35</b>	<b>37,975,269.83</b>	<b>5,385,309.83</b>	<b>4,508,435.05</b>	<b>3,558,833.63</b>	<b>92,272.15</b>	<b>177,874.09</b>	<b>66,011,862.27</b>	<b>234,670,040.84</b>
<b>DEFERRED OUTFLOWS OF RESO...</b>										
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
<b>TOTAL ASSETS PLUS DEFERRED...</b>	<b>21,507,764.64</b>	<b>97,039,578.35</b>	<b>37,975,269.83</b>	<b>5,385,309.83</b>	<b>4,508,435.05</b>	<b>3,558,833.63</b>	<b>92,272.15</b>	<b>177,874.09</b>	<b>66,011,862.27</b>	<b>236,257,199.84</b>
<b>LIABILITIES</b>										
Accounts Payable	1,414,068.43	34,499.63	145,137.49	53,837.80	60,802.46	25,528.14		127.47	2,681.98	1,736,683.40
Grants & Passthroughs Payable	(3.00)		446,541.50						(6,855.64)	439,682.86
Community Benefits Payable		46,345.52								46,345.52
Interest Payable		222,129.17								222,129.17
Accrued Expenses	118,013.19	75,880.18	73,899.71	15,893.41	15,893.40			38,873.38		338,453.27
OPEB Liability	5,838,489.49									5,838,489.49
Net Pension Liability	1,309,024.00									1,309,024.00
Unearned Income			6,434,657.46						1,632,427.82	8,067,085.28
Lease Obligation									60,537.86	60,537.86
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		15,644,785.53								15,644,785.53
Long-term Liabilities	964,000.00	19,071,796.64			708,461.33	1,667,283.96			600,000.00	23,011,541.93
Internal: Due To/Due From	5,860,340.11	(3,760,908.66)	(421,379.39)	(1,263,841.71)	78,400.01	(327,534.94)	(366,295.44)	75,752.59	125,467.43	
Total Liabilities	15,503,932.22	31,334,528.01	6,678,856.77	(444,125.50)	863,557.20	1,365,277.16	(366,295.44)	114,753.44	12,826,284.70	67,876,768.56
<b>DEFERRED INFLOWS OF RESOURCES</b>										
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
<b>TOTAL LIABILITIES PLUS DEFERR...</b>	<b>16,046,054.22</b>	<b>31,334,528.01</b>	<b>6,678,856.77</b>	<b>(444,125.50)</b>	<b>863,557.20</b>	<b>1,365,277.16</b>	<b>(366,295.44)</b>	<b>114,753.44</b>	<b>12,826,284.70</b>	<b>68,418,890.56</b>
<b>NET POSITION</b>										
Invested In Capital Assets, Net	563,798.65	29,993,968.44	24,580,133.75	3,226,934.80	2,554,784.61	1,345,504.76		31,966.77		62,297,091.78
Restricted for:										
Community Rental Housing Program									13,296,677.43	13,296,677.43
Community Development Loan Fund									8,589,866.96	8,589,866.96
Affordable Housing Program									22,754,314.67	22,754,314.67
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		12,471,450.33								12,471,450.33
Reserve For Wetland Mitigation		1,309,545.33								1,309,545.33
OATN Reserve			6,789,192.42							6,789,192.42
Total Restricted		13,780,995.66	6,789,192.42	900,000.00	900,000.00	512,051.31			44,640,859.06	67,523,098.45
Board Designated for:										
Infrastructure Development				223,107.42						223,107.42
Capital Reserve		9,381,889.28			275,364.00					9,657,253.28
Tip Fee Stabilization		4,421,719.74								4,421,719.74
Landfill Gas Reserve		1,650,446.78								1,650,446.78
Economic Development Fund									5,522,406.25	5,522,406.25
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	15,454,055.80		223,107.42	275,364.00				8,522,406.25	28,474,933.47
Undesignated	897,911.77	6,476,030.44	(72,913.11)	1,479,393.11	(85,270.76)	336,000.40	458,567.59	31,153.88	22,312.26	9,543,185.58
Total Net Postion	5,461,710.42	65,705,050.34	31,296,413.06	5,829,435.33	3,644,877.85	2,193,556.47	458,567.59	63,120.65	53,185,577.57	167,838,309.28
<b>Total Liabilities, Deferred Outflows...</b>	<b>21,507,764.64</b>	<b>97,039,578.35</b>	<b>37,975,269.83</b>	<b>5,385,309.83</b>	<b>4,508,435.05</b>	<b>3,558,833.63</b>	<b>92,272.15</b>	<b>177,874.09</b>	<b>66,011,862.27</b>	<b>236,257,199.84</b>

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**For the Ten Months Ending Sunday, January 31, 2021**

	<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>
<b><u>CHANGE IN NET POSITION</u></b>										
<b>OPERATING REVENUE:</b>										
Customer Billings		7,304,183.77	5,266,762.15	1,784,975.08	1,757,638.64	297,076.82	726,411.62	944,783.12	100,269.79	18,182,100.99
Waste Diversion Revenue		210,496.34								210,496.34
Grant Revenue	5,851.25	248,245.15							570,292.93	824,389.33
Loan Interest Income									537,973.99	537,973.99
Other Income	167,981.78	460,171.77	15,231.03	10,417.50		(0.50)			33,601.51	687,403.09
<b>Total Operating Revenue</b>	<b>173,833.03</b>	<b>8,223,097.03</b>	<b>5,281,993.18</b>	<b>1,795,392.58</b>	<b>1,757,638.64</b>	<b>297,076.32</b>	<b>726,411.62</b>	<b>944,783.12</b>	<b>1,242,138.22</b>	<b>20,442,363.74</b>
<b>OPERATING EXPENSES</b>										
Depreciation & Amortization	212,516.87	2,503,413.05	2,979,571.20	250,376.88	266,562.34	133,482.70		24,370.00		6,370,293.04
Salaries	968,342.70	1,237,891.67	1,037,230.13	320,665.74	280,484.36	23,886.63	359,930.06	519,566.22	271,205.39	5,019,202.90
Fringe Benefits	419,906.02	650,092.35	352,493.57	162,068.88	138,576.77	11,776.39	172,392.27	236,911.28	118,898.32	2,263,115.85
Operation & Maintenance	14,300.40	400,781.07	1,337,147.13	49,841.70	4,449.23	4,322.04	34,778.34	40,762.36	3,865.00	1,890,247.27
Recycling Transfer Station		279,332.32								279,332.32
Waste Diversion		860,411.46								860,411.46
Wastewater Treatment		198,685.91		726,064.33						924,750.24
Closure & Post Closure Costs		475,645.16								475,645.16
Community Benefits		615,191.72							103,765.74	718,957.46
Water Purchases				2,154.00	441,400.48	70,512.91				514,067.39
Office & Administration	150,372.94	48,835.41	70,210.76	42,309.96				27,191.62	4,220.61	343,141.30
Insurance	15,583.30	141,333.30	102,416.70	28,916.70	22,916.70	4,500.00	14,416.70	22,166.70		352,250.10
Utilities		39,818.87	2,900.87	29,921.08	9,514.97	16,437.40				98,593.19
Bad Debt Expense			(11,345.47)						(16,422.46)	(27,767.93)
Materials & Supplies		204,304.36								204,304.36
Professional Fees	161,151.05	22,834.17	170,698.73	2,654.87	588.20				67,335.38	425,262.40
Repairs & Maintenance		12,268.36		55,931.86	33,272.51	13,935.81				115,408.54
Automobile	822.40	14,333.30	70,596.16	170,706.65				11,632.96		268,091.47
Computer Expenses	156,985.11	14,693.33	25,689.88	11,110.20				33,661.64		242,140.16
Grants									1,107,545.66	1,107,545.66
Admin Allocation	(1,810,555.04)	701,952.21	514,559.74	241,890.14	127,644.13	14,846.55	30,598.38	46,350.26	132,713.63	
Engineering Allocation		24,567.09	10,553.66	9,777.93	9,489.21	1,559.36	6,895.88	(65,072.44)	2,229.31	
Water Quality Allocation				(145,895.39)	60,532.87	4,846.99	80,515.53			
<b>Total Operating Expenses</b>	<b>289,425.75</b>	<b>8,446,385.11</b>	<b>6,662,723.06</b>	<b>1,958,495.53</b>	<b>1,395,431.77</b>	<b>300,106.78</b>	<b>699,527.16</b>	<b>897,540.60</b>	<b>1,795,356.58</b>	<b>22,444,992.34</b>
<b>Total Operating Income</b>	<b>(115,592.72)</b>	<b>(223,288.08)</b>	<b>(1,380,729.88)</b>	<b>(163,102.95)</b>	<b>362,206.87</b>	<b>(3,030.46)</b>	<b>26,884.46</b>	<b>47,242.52</b>	<b>(553,218.36)</b>	<b>(2,002,628.60)</b>
<b>NON-OPERATING REVENUE (EX...</b>										
Interest Income	95,986.69	355,008.89	88,246.03	28,379.84	15,479.91	7,218.49			185,361.82	775,681.67
Interest Expense		(500,732.50)				(10,291.82)				(511,024.32)
<b>Total Non-Operating Expense, Net</b>	<b>95,986.69</b>	<b>(145,723.61)</b>	<b>88,246.03</b>	<b>28,379.84</b>	<b>15,479.91</b>	<b>(3,073.33)</b>			<b>185,361.82</b>	<b>264,657.35</b>
<b>CHANGE IN NET ASSETS</b>	<b>(19,606.03)</b>	<b>(369,011.69)</b>	<b>(1,292,483.85)</b>	<b>(134,723.11)</b>	<b>377,686.78</b>	<b>(6,103.79)</b>	<b>26,884.46</b>	<b>47,242.52</b>	<b>(367,856.54)</b>	<b>(1,737,971.25)</b>

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

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$22,233,827.00	\$18,528,200.00	\$18,182,100.99	(\$346,099.01)
	Waste Diversion Revenue	969,397.00	807,830.00	210,496.34	(597,333.66)
	Grant Revenue	1,712,312.00	1,426,920.00	824,389.33	(602,530.67)
	Loan Interest Income	697,000.00	580,830.00	537,973.99	(42,856.01)
	Other Income	777,760.00	648,130.00	687,403.09	39,273.09
	<b>Total Operating Revenue</b>	<b>26,390,296.00</b>	<b>21,991,910.00</b>	<b>20,442,363.74</b>	<b>(1,549,546.26)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	8,221,600.00	6,851,330.00	6,370,293.04	(481,036.96)
	Salaries	6,435,499.00	5,362,890.00	5,019,202.90	(343,687.10)
	Fringe Benefits	3,047,101.00	2,539,274.20	2,263,115.85	(276,158.35)
	Operation & Maintenance	3,002,065.00	2,501,760.00	1,895,151.75	(606,608.25)
	Waste Diversion	1,426,000.00	1,188,340.00	860,411.46	(327,928.54)
	Recycling Transfer Station	1,234,736.00	1,028,950.00	279,332.32	(749,617.68)
	Wastewater Treatment	1,370,276.00	1,141,900.00	919,845.76	(222,054.24)
	Closure & Post Closure Costs	803,999.00	670,000.00	475,645.16	(194,354.84)
	Water Purchases	765,941.00	638,290.00	514,067.39	(124,222.61)
	Community Benefits	884,027.00	736,690.00	718,957.46	(17,732.54)
	Office & Administration	590,543.10	492,152.50	343,141.30	(149,011.20)
	Insurance	422,700.00	352,260.00	352,250.10	(9.90)
	Utilities	169,300.00	141,083.30	98,593.19	(42,490.11)
	Bad Debt Expense	0.00	0.00	(27,767.93)	(27,767.93)
	Materials & Supplies	277,470.00	231,225.00	204,304.36	(26,920.64)
	Professional Fees	632,697.00	527,286.60	425,262.40	(102,024.20)
	Repairs & Maintenance	202,600.00	168,840.00	115,408.54	(53,431.46)
	Automobile	375,547.00	312,960.00	268,091.47	(44,868.53)
	Computer Expenses	334,737.90	278,947.50	242,140.16	(36,807.34)
	Grants	1,517,500.00	1,264,580.00	1,107,545.66	(157,034.34)
	Admin Allocation	0.00	10.00	0.00	(10.00)
	Engineering Allocation	0.00	10.00	0.00	(10.00)
	Water Quality Allocation	0.00	(10.00)	0.00	10.00
	NYS Administrative Assessment	125,050.00	104,210.00	0.00	(104,210.00)
	Contingency	30,580.00	25,486.70	0.00	(25,486.70)
	<b>Total Operating Expenses</b>	<b>31,869,969.00</b>	<b>26,558,465.80</b>	<b>22,444,992.34</b>	<b>(4,113,473.46)</b>
	<b>Total Operating Income</b>	<b>(5,479,673.00)</b>	<b>(4,566,555.80)</b>	<b>(2,002,628.60)</b>	<b>2,563,927.20</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	1,736,937.00	1,447,450.00	775,681.67	(671,768.33)
	Gain on Sale of Fixed Assets	73,000.00	60,830.00	0.00	(60,830.00)
	Interest Expense	(721,047.00)	(600,870.00)	(511,024.32)	89,845.68
	<b>Total Non-Operating Expe...</b>	<b>1,088,890.00</b>	<b>907,410.00</b>	<b>264,657.35</b>	<b>(642,752.65)</b>

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

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
	<b>CHANGE IN NET POSITION</b>	<b>(4,390,783.00)</b>	<b>(3,659,145.80)</b>	<b>(1,737,971.25)</b>	<b>1,921,174.55</b>

**Administration**  
**Change In Net Position**  
**For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Grant Revenue	\$10,000.00	\$8,330.00	\$5,851.25	(\$2,478.75)
	Other Income	212,700.00	177,250.00	167,981.78	(9,268.22)
	<b>Total Operating Revenue</b>	<b>222,700.00</b>	<b>185,580.00</b>	<b>173,833.03</b>	<b>(11,746.97)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	277,600.00	231,330.00	212,516.87	(18,813.13)
	Salaries	1,235,732.00	1,029,770.00	968,342.70	(61,427.30)
	Fringe Benefits	589,616.00	491,337.50	419,906.02	(71,431.48)
	Operation & Maintenance	17,355.00	14,466.60	14,300.40	(166.20)
	Office & Administration	217,916.10	181,599.30	150,372.94	(31,226.36)
	Insurance	18,700.00	15,580.00	15,583.30	3.30
	Professional Fees	187,490.00	156,245.00	161,151.05	4,906.05
	Automobile	2,750.00	2,290.00	822.40	(1,467.60)
	Computer Expenses	238,919.90	199,087.50	156,985.11	(42,102.39)
	Admin Allocation	(2,168,149.00)	(1,806,790.00)	(1,810,555.04)	(3,765.04)
	<b>Total Operating Expenses</b>	<b>617,930.00</b>	<b>514,915.90</b>	<b>289,425.75</b>	<b>(225,490.15)</b>
	<b>Total Operating Income</b>	<b>(395,230.00)</b>	<b>(329,335.90)</b>	<b>(115,592.72)</b>	<b>213,743.18</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	314,600.00	262,170.00	95,986.69	(166,183.31)
	Gain on Sale of Fixed Assets	28,000.00	23,330.00	0.00	(23,330.00)
	<b>Total Non-Operating Expe...</b>	<b>342,600.00</b>	<b>285,500.00</b>	<b>95,986.69</b>	<b>(189,513.31)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(52,630.00)</b>	<b>(43,835.90)</b>	<b>(19,606.03)</b>	<b>24,229.87</b>

**Materials Management  
Change In Net Position  
For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$9,027,500.00	\$7,522,920.00	\$7,304,183.77	(\$218,736.23)
	Waste Diversion Revenue	969,397.00	807,830.00	210,496.34	(597,333.66)
	Grant Revenue	333,312.00	277,760.00	248,245.15	(29,514.85)
	Other Income	463,009.00	385,840.00	460,171.77	74,331.77
	<b>Total Operating Revenue</b>	<b>10,793,218.00</b>	<b>8,994,350.00</b>	<b>8,223,097.03</b>	<b>(771,252.97)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	3,560,700.00	2,967,250.00	2,503,413.05	(463,836.95)
	Salaries	1,677,258.00	1,397,720.00	1,237,891.67	(159,828.33)
	Fringe Benefits	932,013.00	776,680.00	650,092.35	(126,587.65)
	Operation & Maintenance	916,576.00	763,820.00	405,685.55	(358,134.45)
	Waste Diversion	1,426,000.00	1,188,340.00	860,411.46	(327,928.54)
	Recycling Transfer Station	1,234,736.00	1,028,950.00	279,332.32	(749,617.68)
	Wastewater Treatment	354,200.00	295,170.00	193,781.43	(101,388.57)
	Closure & Post Closure Costs	803,999.00	670,000.00	475,645.16	(194,354.84)
	Community Benefits	780,261.00	650,220.00	615,191.72	(35,028.28)
	Office & Administration	103,680.00	86,408.30	48,835.41	(37,572.89)
	Insurance	169,600.00	141,330.00	141,333.30	3.30
	Utilities	65,000.00	54,160.00	39,818.87	(14,341.13)
	Materials & Supplies	277,470.00	231,225.00	204,304.36	(26,920.64)
	Professional Fees	26,353.00	21,960.00	22,834.17	874.17
	Repairs & Maintenance	25,000.00	20,836.70	12,268.36	(8,568.34)
	Automobile	17,200.00	14,330.00	14,333.30	3.30
	Computer Expenses	16,055.00	13,380.00	14,693.33	1,313.33
	Admin Allocation	840,523.00	700,440.00	701,952.21	1,512.21
	Engineering Allocation	31,076.00	25,900.00	24,567.09	(1,332.91)
	NYS Administrative Assessment	52,101.00	43,420.00	0.00	(43,420.00)
	Contingency	30,000.00	25,000.00	0.00	(25,000.00)
	<b>Total Operating Expenses</b>	<b>13,339,801.00</b>	<b>11,116,540.00</b>	<b>8,446,385.11</b>	<b>(2,670,154.89)</b>
	<b>Total Operating Income</b>	<b>(2,546,583.00)</b>	<b>(2,122,190.00)</b>	<b>(223,288.08)</b>	<b>1,898,901.92</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	721,634.00	601,360.00	355,008.89	(246,351.11)
	Gain on Sale of Fixed Assets	45,000.00	37,500.00	0.00	(37,500.00)
	Interest Expense	(658,144.00)	(548,450.00)	(500,732.50)	47,717.50
	<b>Total Non-Operating Expe...</b>	<b>108,490.00</b>	<b>90,410.00</b>	<b>(145,723.61)</b>	<b>(236,133.61)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(2,438,093.00)</b>	<b>(2,031,780.00)</b>	<b>(369,011.69)</b>	<b>1,662,768.31</b>

**Telecommunications  
Change In Net Position  
For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$6,160,090.00	\$5,133,410.00	\$5,266,762.15	\$133,352.15
	Other Income	47,050.00	39,210.00	15,231.03	(23,978.97)
	<b>Total Operating Revenue</b>	<b>6,207,140.00</b>	<b>5,172,620.00</b>	<b>5,281,993.18</b>	<b>109,373.18</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	3,647,400.00	3,039,500.00	2,979,571.20	(59,928.80)
	Salaries	1,237,434.00	1,031,190.00	1,037,230.13	6,040.13
	Fringe Benefits	431,447.00	359,550.00	352,493.57	(7,056.43)
	Operation & Maintenance	1,798,984.00	1,499,160.10	1,337,147.13	(162,012.97)
	Office & Administration	111,586.00	92,983.30	70,210.76	(22,772.54)
	Insurance	122,900.00	102,420.00	102,416.70	(3.30)
	Utilities	5,000.00	4,170.00	2,900.87	(1,269.13)
	Bad Debt Expense	0.00	0.00	(11,345.47)	(11,345.47)
	Professional Fees	227,791.00	189,836.60	170,698.73	(19,137.87)
	Automobile	101,600.00	84,670.00	70,596.16	(14,073.84)
	Computer Expenses	28,605.00	23,843.30	25,689.88	1,846.58
	Admin Allocation	616,227.00	513,520.00	514,559.74	1,039.74
	Engineering Allocation	11,662.00	9,720.00	10,553.66	833.66
	NYS Administrative Assessment	34,715.00	28,930.00	0.00	(28,930.00)
	Contingency	580.00	486.70	0.00	(486.70)
	<b>Total Operating Expenses</b>	<b>8,375,931.00</b>	<b>6,979,980.00</b>	<b>6,662,723.06</b>	<b>(317,256.94)</b>
	<b>Total Operating Income</b>	<b>(2,168,791.00)</b>	<b>(1,807,360.00)</b>	<b>(1,380,729.88)</b>	<b>426,630.12</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	250,523.00	208,770.00	88,246.03	(120,523.97)
	<b>Total Non-Operating Expe...</b>	<b>250,523.00</b>	<b>208,770.00</b>	<b>88,246.03</b>	<b>(120,523.97)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(1,918,268.00)</b>	<b>(1,598,590.00)</b>	<b>(1,292,483.85)</b>	<b>306,106.15</b>

**Water Quality  
Change In Net Position  
For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$5,617,702.00	\$4,681,420.00	\$4,566,102.16	(\$115,317.84)
	Other Income	12,501.00	10,420.00	10,417.00	(3.00)
	<b>Total Operating Revenue</b>	<b>5,630,203.00</b>	<b>4,691,840.00</b>	<b>4,576,519.16</b>	<b>(115,320.84)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	708,100.00	590,080.00	650,421.92	60,341.92
	Salaries	1,213,298.00	1,011,070.00	984,966.79	(26,103.21)
	Fringe Benefits	621,402.00	517,840.00	484,814.31	(33,025.69)
	Operation & Maintenance	167,950.00	139,983.30	93,391.31	(46,591.99)
	Wastewater Treatment	1,016,076.00	846,730.00	726,064.33	(120,665.67)
	Water Purchases	765,941.00	638,290.00	514,067.39	(124,222.61)
	Office & Administration	72,000.00	59,986.60	42,309.96	(17,676.64)
	Insurance	84,900.00	70,760.00	70,750.10	(9.90)
	Utilities	99,300.00	82,753.30	55,873.45	(26,879.85)
	Professional Fees	6,936.00	5,780.00	3,243.07	(2,536.93)
	Repairs & Maintenance	177,600.00	148,003.30	103,140.18	(44,863.12)
	Automobile	233,620.00	194,690.00	170,706.65	(23,983.35)
	Computer Expenses	13,602.00	11,336.70	11,110.20	(226.50)
	Admin Allocation	496,760.00	413,970.00	414,979.20	1,009.20
	Engineering Allocation	35,958.00	29,970.00	27,722.38	(2,247.62)
	Water Quality Allocation	0.00	(10.00)	0.00	10.00
	NYS Administrative Assessment	31,277.00	26,060.00	0.00	(26,060.00)
	<b>Total Operating Expenses</b>	<b>5,744,720.00</b>	<b>4,787,293.20</b>	<b>4,353,561.24</b>	<b>(433,731.96)</b>
	<b>Total Operating Income</b>	<b>(114,517.00)</b>	<b>(95,453.20)</b>	<b>222,957.92</b>	<b>318,411.12</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	67,900.00	56,590.00	51,078.24	(5,511.76)
	Interest Expense	(59,403.00)	(49,500.00)	(10,291.82)	39,208.18
	<b>Total Non-Operating Expe...</b>	<b>8,497.00</b>	<b>7,090.00</b>	<b>40,786.42</b>	<b>33,696.42</b>
	<b>CHANGE IN NET POSITION</b>	<b>(106,020.00)</b>	<b>(88,363.20)</b>	<b>263,744.34</b>	<b>352,107.54</b>

**Army Sewer  
Change In Net Position  
For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$2,365,363.00	\$1,971,140.00	\$1,784,975.08	(\$186,164.92)
	Other Income	12,501.00	10,420.00	10,417.50	(2.50)
	<b>Total Operating Revenue</b>	<b>2,377,864.00</b>	<b>1,981,560.00</b>	<b>1,795,392.58</b>	<b>(186,167.42)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	275,200.00	229,330.00	250,376.88	21,046.88
	Salaries	410,510.00	342,090.00	320,665.74	(21,424.26)
	Fringe Benefits	209,827.00	174,860.00	162,068.88	(12,791.12)
	Operation & Maintenance	103,050.00	85,880.00	49,841.70	(36,038.30)
	Wastewater Treatment	1,016,076.00	846,730.00	726,064.33	(120,665.67)
	Water Purchases	3,200.00	2,670.00	2,154.00	(516.00)
	Office & Administration	69,750.00	58,116.60	42,309.96	(15,806.64)
	Insurance	34,700.00	28,920.00	28,916.70	(3.30)
	Utilities	54,750.00	45,630.00	29,921.08	(15,708.92)
	Professional Fees	4,179.00	3,480.00	2,654.87	(825.13)
	Repairs & Maintenance	109,500.00	91,250.00	55,931.86	(35,318.14)
	Automobile	233,620.00	194,690.00	170,706.65	(23,983.35)
	Computer Expenses	13,602.00	11,336.70	11,110.20	(226.50)
	Admin Allocation	289,618.00	241,350.00	241,890.14	540.14
	Engineering Allocation	10,720.00	8,930.00	9,777.93	847.93
	Water Quality Allocation	(210,579.00)	(175,480.00)	(145,895.39)	29,584.61
	NYS Administrative Assessment	13,740.00	11,450.00	0.00	(11,450.00)
	<b>Total Operating Expenses</b>	<b>2,641,463.00</b>	<b>2,201,233.30</b>	<b>1,958,495.53</b>	<b>(242,737.77)</b>
	<b>Total Operating Income</b>	<b>(263,599.00)</b>	<b>(219,673.30)</b>	<b>(163,102.95)</b>	<b>56,570.35</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	38,400.00	32,000.00	28,379.84	(3,620.16)
	<b>Total Non-Operating Expe...</b>	<b>38,400.00</b>	<b>32,000.00</b>	<b>28,379.84</b>	<b>(3,620.16)</b>
	<b>CHANGE IN NET POSITION</b>	<b>(225,199.00)</b>	<b>(187,673.30)</b>	<b>(134,723.11)</b>	<b>52,950.19</b>

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

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$2,022,314.00	\$1,685,260.00	\$1,757,638.64	\$72,378.64
	<b>Total Operating Revenue</b>	<b>2,022,314.00</b>	<b>1,685,260.00</b>	<b>1,757,638.64</b>	<b>72,378.64</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	266,100.00	221,750.00	266,562.34	44,812.34
	Salaries	347,210.00	289,340.00	280,484.36	(8,855.64)
	Fringe Benefits	177,041.00	147,540.00	138,576.77	(8,963.23)
	Operation & Maintenance	7,100.00	5,923.30	4,449.23	(1,474.07)
	Water Purchases	686,300.00	571,920.00	441,400.48	(130,519.52)
	Office & Administration	1,100.00	910.00	0.00	(910.00)
	Insurance	27,500.00	22,920.00	22,916.70	(3.30)
	Utilities	19,550.00	16,293.30	9,514.97	(6,778.33)
	Professional Fees	2,257.00	1,880.00	588.20	(1,291.80)
	Repairs & Maintenance	35,600.00	29,663.30	33,272.51	3,609.21
	Admin Allocation	152,867.00	127,390.00	127,644.13	254.13
	Engineering Allocation	10,197.00	8,500.00	9,489.21	989.21
	Water Quality Allocation	94,469.00	78,720.00	60,532.87	(18,187.13)
	NYS Administrative Assessment	10,851.00	9,040.00	0.00	(9,040.00)
	<b>Total Operating Expenses</b>	<b>1,838,142.00</b>	<b>1,531,789.90</b>	<b>1,395,431.77</b>	<b>(136,358.13)</b>
	<b>Total Operating Income</b>	<b>184,172.00</b>	<b>153,470.10</b>	<b>362,206.87</b>	<b>208,736.77</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	20,900.00	17,420.00	15,479.91	(1,940.09)
	<b>Total Non-Operating Expe...</b>	<b>20,900.00</b>	<b>17,420.00</b>	<b>15,479.91</b>	<b>(1,940.09)</b>
	<b>CHANGE IN NET POSITION</b>	<b>205,072.00</b>	<b>170,890.10</b>	<b>377,686.78</b>	<b>206,796.68</b>

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

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$350,705.00	\$292,250.00	\$297,076.82	\$4,826.82
	Other Income	0.00	0.00	(0.50)	(0.50)
	<b>Total Operating Revenue</b>	<b>350,705.00</b>	<b>292,250.00</b>	<b>297,076.32</b>	<b>4,826.32</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	166,800.00	139,000.00	133,482.70	(5,517.30)
	Salaries	33,211.00	27,680.00	23,886.63	(3,793.37)
	Fringe Benefits	16,075.00	13,390.00	11,776.39	(1,613.61)
	Operation & Maintenance	6,800.00	5,670.00	4,322.04	(1,347.96)
	Water Purchases	76,441.00	63,700.00	70,512.91	6,812.91
	Office & Administration	350.00	290.00	0.00	(290.00)
	Insurance	5,400.00	4,500.00	4,500.00	0.00
	Utilities	25,000.00	20,830.00	16,437.40	(4,392.60)
	Professional Fees	500.00	420.00	0.00	(420.00)
	Repairs & Maintenance	32,500.00	27,090.00	13,935.81	(13,154.19)
	Admin Allocation	17,717.00	14,760.00	14,846.55	86.55
	Engineering Allocation	2,747.00	2,290.00	1,559.36	(730.64)
	Water Quality Allocation	7,517.00	6,260.00	4,846.99	(1,413.01)
	NYS Administrative Assessment	2,149.00	1,790.00	0.00	(1,790.00)
	<b>Total Operating Expenses</b>	<b>393,207.00</b>	<b>327,670.00</b>	<b>300,106.78</b>	<b>(27,563.22)</b>
	<b>Total Operating Income</b>	<b>(42,502.00)</b>	<b>(35,420.00)</b>	<b>(3,030.46)</b>	<b>32,389.54</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	8,600.00	7,170.00	7,218.49	48.49
	Interest Expense	(59,403.00)	(49,500.00)	(10,291.82)	39,208.18
	<b>Total Non-Operating Expe...</b>	<b>(50,803.00)</b>	<b>(42,330.00)</b>	<b>(3,073.33)</b>	<b>39,256.67</b>
	<b>CHANGE IN NET POSITION</b>	<b>(93,305.00)</b>	<b>(77,750.00)</b>	<b>(6,103.79)</b>	<b>71,646.21</b>

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

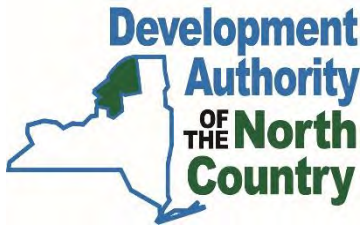
GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$879,320.00	\$732,770.00	\$726,411.62	(\$6,358.38)
	<b>Total Operating Revenue</b>	<b>879,320.00</b>	<b>732,770.00</b>	<b>726,411.62</b>	<b>(6,358.38)</b>
<b>OPERATING EXPENSES</b>					
	Salaries	422,367.00	351,960.00	359,930.06	7,970.06
	Fringe Benefits	218,459.00	182,050.00	172,392.27	(9,657.73)
	Operation & Maintenance	51,000.00	42,510.00	34,778.34	(7,731.66)
	Office & Administration	800.00	670.00	0.00	(670.00)
	Insurance	17,300.00	14,420.00	14,416.70	(3.30)
	Admin Allocation	36,558.00	30,470.00	30,598.38	128.38
	Engineering Allocation	12,294.00	10,250.00	6,895.88	(3,354.12)
	Water Quality Allocation	108,593.00	90,490.00	80,515.53	(9,974.47)
	NYS Administrative Assessment	4,537.00	3,780.00	0.00	(3,780.00)
	<b>Total Operating Expenses</b>	<b>871,908.00</b>	<b>726,600.00</b>	<b>699,527.16</b>	<b>(27,072.84)</b>
	<b>Total Operating Income</b>	<b>7,412.00</b>	<b>6,170.00</b>	<b>26,884.46</b>	<b>20,714.46</b>
<b>NON-OPERATING REVENUE...</b>					
	<b>CHANGE IN NET POSITION</b>	<b>7,412.00</b>	<b>6,170.00</b>	<b>26,884.46</b>	<b>20,714.46</b>

**Engineering**  
**Change In Net Position**  
**For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$1,266,025.00	\$1,055,020.00	\$944,783.12	(\$110,236.88)
	<b>Total Operating Revenue</b>	<b>1,266,025.00</b>	<b>1,055,020.00</b>	<b>944,783.12</b>	<b>(110,236.88)</b>
<b>OPERATING EXPENSES</b>					
	Depreciation & Amortization	27,800.00	23,170.00	24,370.00	1,200.00
	Salaries	701,261.00	584,380.00	519,566.22	(64,813.78)
	Fringe Benefits	310,728.00	258,956.70	236,911.28	(22,045.42)
	Operation & Maintenance	89,200.00	74,330.00	40,762.36	(33,567.64)
	Office & Administration	69,161.00	57,630.00	27,191.62	(30,438.38)
	Insurance	26,600.00	22,170.00	22,166.70	(3.30)
	Professional Fees	500.00	420.00	0.00	(420.00)
	Automobile	20,377.00	16,980.00	11,632.96	(5,347.04)
	Computer Expenses	36,806.00	30,670.00	33,661.64	2,991.64
	Admin Allocation	55,463.00	46,220.00	46,350.26	130.26
	Engineering Allocation	(82,956.00)	(69,130.00)	(65,072.44)	4,057.56
	NYS Administrative Assessment	6,957.00	5,800.00	0.00	(5,800.00)
	<b>Total Operating Expenses</b>	<b>1,261,897.00</b>	<b>1,051,596.70</b>	<b>897,540.60</b>	<b>(154,056.10)</b>
	<b>Total Operating Income</b>	<b>4,128.00</b>	<b>3,423.30</b>	<b>47,242.52</b>	<b>43,819.22</b>
<b>NON-OPERATING REVENUE...</b>					
	<b>CHANGE IN NET POSITION</b>	<b>4,128.00</b>	<b>3,423.30</b>	<b>47,242.52</b>	<b>43,819.22</b>

**Regional Development  
Change In Net Position  
For the Ten Months Ending Sunday, January 31, 2021**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
<b>OPERATING REVENUE:</b>					
	Customer Billings	\$162,510.00	\$135,430.00	\$100,269.79	(\$35,160.21)
	Grant Revenue	1,369,000.00	1,140,830.00	570,292.93	(570,537.07)
	Loan Interest Income	697,000.00	580,830.00	537,973.99	(42,856.01)
	Other Income	42,500.00	35,410.00	33,601.51	(1,808.49)
	<b>Total Operating Revenue</b>	<b>2,271,010.00</b>	<b>1,892,500.00</b>	<b>1,242,138.22</b>	<b>(650,361.78)</b>
<b>OPERATING EXPENSES</b>					
	Salaries	370,516.00	308,760.00	271,205.39	(37,554.61)
	Fringe Benefits	161,895.00	134,910.00	118,898.32	(16,011.68)
	Operation & Maintenance	12,000.00	10,000.00	3,865.00	(6,135.00)
	Community Benefits	103,766.00	86,470.00	103,765.74	17,295.74
	Office & Administration	16,200.00	13,545.00	4,220.61	(9,324.39)
	Bad Debt Expense	0.00	0.00	(16,422.46)	(16,422.46)
	Professional Fees	183,627.00	153,045.00	67,335.38	(85,709.62)
	Computer Expenses	750.00	630.00	0.00	(630.00)
	Grants	1,517,500.00	1,264,580.00	1,107,545.66	(157,034.34)
	Admin Allocation	159,176.00	132,650.00	132,713.63	63.63
	Engineering Allocation	4,260.00	3,550.00	2,229.31	(1,320.69)
	<b>Total Operating Expenses</b>	<b>2,529,690.00</b>	<b>2,108,140.00</b>	<b>1,795,356.58</b>	<b>(312,783.42)</b>
	<b>Total Operating Income</b>	<b>(258,680.00)</b>	<b>(215,640.00)</b>	<b>(553,218.36)</b>	<b>(337,578.36)</b>
<b>NON-OPERATING REVENUE...</b>					
	Interest Income	382,280.00	318,560.00	185,361.82	(133,198.18)
	Interest Expense	(3,500.00)	(2,920.00)	0.00	2,920.00
	<b>Total Non-Operating Expe...</b>	<b>378,780.00</b>	<b>315,640.00</b>	<b>185,361.82</b>	<b>(130,278.18)</b>
	<b>CHANGE IN NET POSITION</b>	<b>120,100.00</b>	<b>100,000.00</b>	<b>(367,856.54)</b>	<b>(467,856.54)</b>



**Board Resolution No. 2021-03-54  
March 25, 2021**

**ADOPTING AMENDED  
EMERGENCY RESPONSE PLAN**

Whereas, the Development Authority of the North Country operates according to policies that are adopted and/or amended by the Board of Directors, as necessary and appropriate, and

Whereas, the Authority's Emergency Response Plan addresses emergencies that have the potential to impact operations and deliver services to our partners, and

Whereas, the Authority adopted the original emergency response plan pursuant to **Resolution 2011-09-06**, and

Whereas, the Authority adopted amendments to the emergency response plan pursuant to **Resolution 2013-03-14**, and

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, the health and safety of our employees and customers is crucial to maintaining our mission essential operations, and

Whereas, the Authority Emergency Response Plan has been updated to incorporate by reference this newly required plan.

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country does hereby approve the Amended Emergency Response Plan and authorize the Executive Director to make updates to the Plan as necessary to comply with federal, state and local guidelines.

# Development Authority of the North Country Governance Policies



**Subject: Emergency Response Plan**

**Adopted: March 25, 2021**

**Resolutions: 2021-03-54**



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## EMERGENCY RESPONSE PLAN

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## SECTION 1.0 PURPOSE

The purpose of this document is to describe the response procedure for a Development Authority of the North Country (Authority) state of emergency (SOE). This plan identifies the necessary steps to ensure that the Authority responds effectively to an Authority-wide SOE by establishing centralized command and control and reporting procedures. This procedure may be implemented in emergency situations that are isolated such as loss of power or severe damage to a single Authority facility. The operational divisions have specific emergency response procedures that apply to these situations.

## SECTION 2.0 EMERGENCY DECLARATION

The Executive Director (ED) may issue an Emergency Declaration in response to a natural or manmade disaster that affects Authority facilities or operations. The Emergency Declaration may duplicate an emergency declaration issued by a local or county government, the State of New York, or the federal government. An Emergency Declaration may also be a standalone order without reference to any other governmental declaration. The ED will consult with the Authority Board Chairperson prior to such Emergency Declaration and will provide status updates to the Board Chairperson of such Emergency Declaration and subsequent emergency operations.

## SECTION 3.0 RESPONSIBILITIES

At the declaration of an Authority-wide SOE by the ED, the Emergency Response Command Center (ERCC) shall be established. This would typically occur if a State or Federal emergency is declared and several Authority facilities have stopped normal operation causing the likelihood that Authority customers will not be served for an extended period of time, or if there is an imminent threat to public health and/or the environment as a result of lack of service.

The ERCC shall be structured by a chain of command shown in Appendix A. The following is a description of the roles and responsibilities of the ERCC Team members:

- **Executive Director (ED)** – The ED will be responsible for initiating the startup of the ERCC. The ED will have the overall responsibility of coordinating with federal, state and local agencies as well as directing the Authority resources and operations towards an effective and efficient recovery and return to normal operations. The ED will also designate when the ERCC will disband and normal operations will resume.
- **Chief Operating Officer (COO)** – Reporting to the ED, the COO will be responsible for communicating action items to the Operating Divisions of the Authority and for assisting the operating divisions with execution of their site specific emergency response plans. Operating Divisions include Materials Management, Telecommunications, Engineering and Water Quality. The COO will ensure completion of such action items by Division Directors and prepare an After Action Report (AAR) summarizing major events and the responses taken during the emergency. The AAR will include lessons learned and best management practices developed during the response which may result in modified procedures for future emergency actions.

The COO shall have the full authority and responsibilities of the ED, upon the EDs designation, absence or incapacitation.

- **Chief Fiscal Officer (CFO)** – Reporting to the ED, the CFO will be responsible for Administrative support and documentation of communications, timelines, actions taken during emergency, etc. Administrative support will include assistance with the procurement of goods and/or services

necessary to support staff and operations throughout the duration of the emergency. The CFO will maintain a record of the activities that have transpired over the course of the emergency and will designate administrative personnel to assist in this role, as necessary. The responsibilities may include maintaining an 'event tracking log', normal administrative activities such as receiving/directing phone calls and maintaining records, and other responsibilities the situation warrants in order to assist Management to effectively perform ERCC operations. Administrative employees may be from one or multiple divisions, but while a part of the ERCC Team, will report directly to the CFO or other divisions as assigned.

- **Director of Regional Development (DRD)** – Reporting to the ED, the DRD will assist the ED throughout the state of emergency. If the state of emergency is widespread and includes local or county government, the State of New York, or the federal government, the DRD shall develop options for Authority engagement to assist in relief efforts to be reviewed with the ED.
- **Director of Public Affairs & Communications (DPA&C)** – Reporting to the ED, the DPA&C will be responsible for managing public relations and community outreach efforts during the emergency. The DPA&C will ensure that accurate information is disseminated to the press and other affected entities that require updates regarding an emergency situation. The DPA&C will also coordinate with state, county, and local Public Information officers (PIOs), as necessary.
- **Director of WQM, Materials Management and Telecom Divisions (DDs) [Division Directors]** – Reporting to the COO, DDs will have the responsibility of directing their division's personnel and equipment to achieve recovery and return to normal operations. This will include directing when and where their employees report to work and what responsibilities shall be assigned to them. These Managers will be responsible for giving status reports to the COO on their personnel, facilities, equipment, and recovery effort. These Managers will also recommend response and recovery priorities to the COO for incorporation into the AAR.
- **Director of Engineering (DE)** – Reporting to the COO, the DE will have the primary responsibility of providing engineering and environmental advice and direction to Division Managers and Executive Management. Due to the potentially unique and very challenging circumstances an Authority-wide SOE may pose, the focus of the DE's efforts will be to recommend actions to limit risks of damage to the environment and the Authority's facilities and equipment, and may also communicate directly with regulatory agencies regarding public health and environmental compliance matters. The DE will direct Engineering staff when and where they shall report to work and what responsibilities shall be assigned to them.
- **Director of Information Technology (DIT)** – Reporting to the CFO, the DIT will have the responsibility of directing technology personnel to restore systems, if any, affected by an Authority-wide SOE. DIT will work closely with the other Division Directors to identify their immediate technology needs and work with them to achieve their restoration goals. The DIT will provide a report to the CFO to include details of restoration operations and status of personnel.
- **Human Resources Director** – Reporting to the CFO, the Human Resources Director will assist in ensuring that statutory personnel obligations are met during an emergency and for addressing personnel related questions that may arise during an emergency situation. The Human Resources Director will also assist the CFO as needed with administrative functions related to documentation of the emergency event.

## SECTION 4.0 RESPONSE PROCEDURES

### 4.1 General

When the ED declares a SOE, he or she will activate the ERCC and establish a time for which ERCC operations will begin. The ED will coordinate with the COO and the CFO to assemble the ERCC Team. The ERCC Team shall assemble at a location to be determined by the ED to begin response efforts. The ERCC will serve as the centralized command and control center to direct Authority personnel and resources to most effectively respond to the emergency. The Dulles State Office Building will be the primary ERCC as the utilities serving this facility are primarily underground and the building is likely to maintain communication links during an emergency. Back-up locations will include the Warneck Pump Station, Materials Management Facility, and County command centers, or other location as deemed appropriate by the ED given the nature and extent of the emergency situation.

The primary goals of the emergency response shall be:

- 1. Determine the Scope of Damage:** Each division, at the direction of its Director, shall assess the extent of damage to its facilities, equipment, impact on operational capabilities, and environmental impacts. Timeliness of completing this is important so that emergency response priorities can be set.
- 2. Public Health and Environmental Protection:** The operational Division Directors shall eliminate or limit the risk of damage to public health and the environment. For example, an extended loss of power to the Warneck Pump Station, without the use of emergency back-up systems, would cause a major environmental problem and, consequently, a public health incident.
- 3. Sustain and Recover:** The Authority shall strive to sustain the services it is able to provide and work towards recovering service capability for those it has lost. Services that are vital to immediate public health and protection of the environment shall take priority.

### 4.2 Existing Emergency Response Plans

The Authority currently has several emergency response plans for its individual facilities and one for public health emergencies. Facility plans may be useful in an Authority-wide SOE as they give instruction on the recovery of specific facilities. Hard copies of the site-specific plans will be maintained at the respective facilities and Division Directors are encouraged to maintain copies of documents in a format that could be accessed in the event an emergency that prevents access to the Authority's network (i.e., hardcopy, flash drive, etc.). Additionally, Emergency Response Plans will be stored electronically on Sharepoint. These plans will be reviewed annually and modified as warranted by changes in procedures, organization, etc. Plans are summarized below.

#### A. Open Access Telecom Network Plan

OATN Emergency Response Plan (Revised October 22, 2020): This plan was developed as a guideline for the OATN staff to utilize in the event of an emergency. The primary purpose for developing the plan is to minimize disruption of service to our customers in the event of an emergency. Proper documentation and planning will help minimize customer downtime.

## **B. Information Technology Plan**

Information Technology Emergency Response Plan (Revised October 9, 2020): This plan was developed as a guideline for the Information Technology (IT) staff to utilize in the event of an emergency. The primary purpose for developing the plan is to minimize disruption of IT services to the Authority in the event of an emergency. Proper planning and documentation will best prepare IT for the unknown.

## **C. Materials Management Facility Plans**

Solid Waste Management Contingency Plan (Revised October 2020): This plan is required by the Facility's Part 360 Permit and includes specific procedures that will be taken by the Materials Management Facility and the Recycling Transfer Station to address emergency situations that could impact the hauling of leachate to our primary treatment facility, etc.

## **D. Water Quality Plans**

### **1. Authority-Owned Facility ERPs**

Army Sewer Line - Sewer Collapse and Overflow Response Plan (SCORP) (Revised October 2019): This plan was developed as a guideline for the Authority by O'Brien & Gere to minimize disruption to customers and provide environmental and public health protection and safety in the event of a sewer collapse or overflow.

Army Water Line Emergency Response Plan (Revised October 28, 2020): This plan was developed as a guideline for Authority personnel to respond to potential emergencies that could impact the City of Watertown to Fort Drum Waterline and includes specific Department of Health requirements for notification of emergency, current spare parts that may be needed during an emergency, contact information during a public health emergency, etc.

Western Jefferson County Regional Water Line Emergency Response Plan (Revised October 28, 2020): This plan was developed as a guideline for Authority personnel to respond to potential emergencies that could impact the Regional Waterline and includes specific Department of Health requirements for notification of emergency, current spare parts that may be needed during an emergency, contact information during a public health emergency, etc.

### **2. Contract Operated Facility ERPs**

- a. City of Ogdensburg Wastewater Emergency Responses Plan (Revised September 21, 2020)
- b. Route 3 Sewer Corridor Emergency Response Plan (Revised October 28, 2020)
- c. Town Clifton - Newton Falls WWTP Emergency Response Plan (Revised October 28, 2020)
- d. Village of Carthage Wastewater Emergency Response Plan (Revised September 17, 2020)
- e. Village of Clayton Wastewater Emergency Response Plan (Revised October 26, 2020)
- f. Village of Clayton Water Emergency Response Plan (Revised September 23, 2020)
- g. Village of Heuvelton Wastewater Emergency Response Plan (Revised October 28, 2020)
- h. Village of Heuvelton Water Emergency Response Plan (Revised October 11, 2020)
- i. Town of LeRay Water District #2/4 Emergency Response Plan (Revised October 28, 2020)

## **E. NYS Public Employer Health Emergency Plan**

**NYS Public Employer Health Emergency Plan:** This plan is required by the amended New York State Labor Law 27-C. This plan is intended to provide guidance for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provisions of personal protective equipment, and protocols for supporting contract tracing.

### **4.3 Employee Accountability Reporting**

An Authority-wide SOE may require that previously approved vacations be rescinded, employees work more or less hours, or even different hours than would be the case for normal operations. Furthermore, during a SOE the ED may waive or supersede Authority policy for the period of the declaration. Supervisors are responsible for ensuring that statutory obligations are met for their employees and records of the employee work hours are maintained throughout the emergency. Division Managers may determine their own procedures; however, the key is adequate training of personnel prior to an emergency situation. Division Directors shall ensure that updated employee contact lists are made available via hard copy at their facilities and disseminated to key personnel.

## **SECTION 5.0 END OF EMERGENCY OPERATIONS**

The ED may declare an end to the Authority-wide SOE at his or her own discretion. At that point Managers will transition their personnel to normal operations.

## **SECTION 6.0 ANNUAL STATE OF EMERGENCY DRILL**

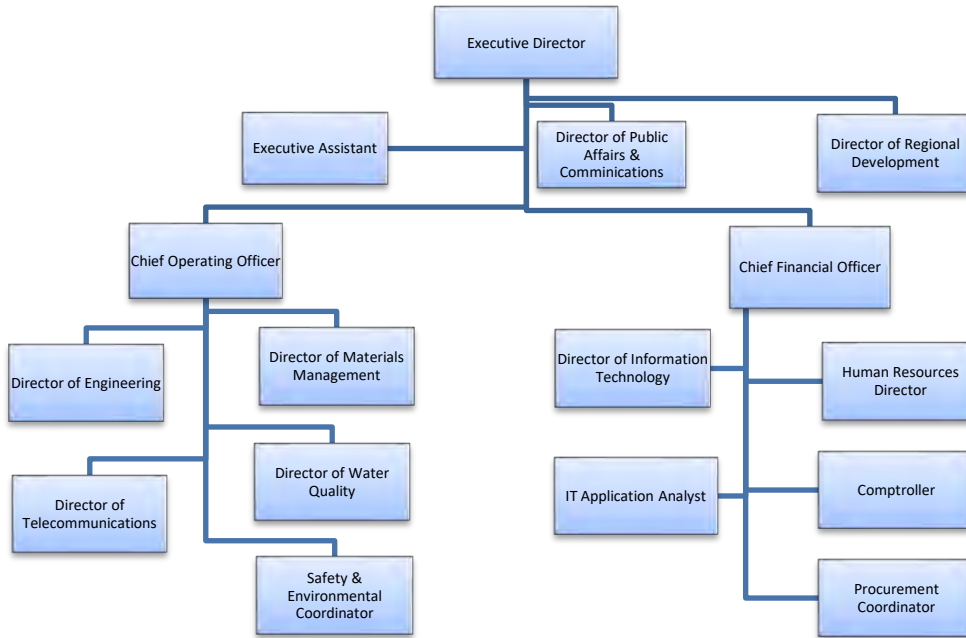
On an annual basis, the COO shall conduct a State of Emergency (SOE) drill to ensure preparedness for a SOE. Such drill shall ensure that Authority staff understand the roles and responsibilities during a SOE and that the Authority has the appropriate resources available to address a SOE.

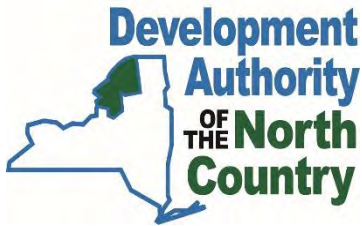
**SECTION 7.0 PLAN UPDATES**

<b><u>Change Number</u></b>	<b><u>Subject</u></b>	<b><u>Date Authorized</u></b>
0	Document Created	09/13/2011 Resolution 2011-09-05
1	All Authority Plans updated –new dates added.	03/21/2013 Resolution 2011-03-14
2	All Authority Plans updated –new dates added. Non-substantive edits not requiring Board Resolution	10/31/2014
3	All Authority Plans updated –new dates added. Non-substantive edits not requiring Board Resolution	11/19/2015
4	All Authority Plans updated –new dates added. Non-substantive edits not requiring Board Resolution.	11/04/2016
5	All Authority Plans updated –4.2-new contract operated facilities ERP added for Clayton water. All other plans were updated and dates added.	12/08/2017
6	All Authority Plans updated –new dates added. Non-substantive edits not requiring Board Resolution.	11/08/18
7	All Authority Plans updated –new dates added; Section 4.2 – new contract operated facility added for City of Ogdensburg wastewater; position of Deputy CEO added; Organization Chart in Appendix A update; Non-substantive edits not requiring Board Resolution.	12/06/19
8	All Authority Plans updated – new dates added to division plans; command structure updated to remove Deputy CEO and add Chief Operating Officer; replace Chief Executive Officer with Executive Director; Organization Chart in Appendix A updated; annual drill added.	12/18/2020
9	Added reference to the NYS Public Employer Health Emergency Plan.	3/25/21

APPENDIX A

# Emergency Response Command Center (ERCC)





**Board Resolution No. 2021-03-55  
March 25, 2021**

**ADOPTION OF THE  
NYS PUBLIC EMPLOYER HEALTH EMERGENCY PLAN**

Whereas, New York State has issued 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, the health and safety of our employees and customers is crucial to maintaining our mission essential operations, and

Whereas, the Authority adopted the amended Emergency Response Plan to address area-wide emergencies pursuant to **Resolution No. 2013-03-14**, and

Whereas, the Authority Emergency Response Plan has been updated to incorporate by reference this newly required plan pursuant to Resolution No 2021-03-54.

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country does hereby approve the NYS Public Employer Health Emergency Plan and authorize the Executive Director to make updates to the Plan as necessary to comply with federal, state and local guidelines.

# Development Authority of the North Country Governance Policies

**Subject: NYS Public Employer Health Emergency Plan**

**Adopted: March 25, 2021**

**Resolution: 2021-03-55**



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## NYS PUBLIC EMPLOYER HEALTH EMERGENCY PLAN

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### APPENDIX A - COVID-19 Operational Facility Procedures

## Section 1.0 Generation Requirements

### 1.1 Promulgation

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement. This plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements.

### 1.2 Purpose

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. These laws were amended by the passing of legislation S8617B/A10832 signed by the Governor of New York State on September 7, 2020, requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

### 1.3 Scope

This plan was developed exclusively for and is applicable to the Development Authority of the North Country, also referred to as “Authority”. This plan is pertinent to a declared public health emergency in the State of New York which may impact Authority operations; and it is in the interest of the safety of our Authority employees and contractors, and the continuity of our operations that we have promulgated this plan.

### 1.4 Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to access and

use the most recent CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe. The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
  - After using the restroom
  - After returning from a public outing
  - After touching/disposing of garbage
  - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately
- Clean and disinfect workstations at the beginning, middle, and end of each shift
- Implement personal protective equipment appropriate to the work task and as recommended by the CDC, the State Department of Health, or County Public Health officials. PPE could include but is not limited to the following:
  - Masks
  - Face shields, goggles, or safety glasses
  - Gloves
  - Disposable gowns, aprons, or coveralls
- Other guidance which may be published by the CDC, the State Department of Health, or County health officials.

## 1.5 Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance
- The circumstances of a public health emergency may directly impact our own operations.
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety
- The public and our constituency expects us to maintain a level of mission essential operations

- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor
- Per S8617B/A10832, 'essential employee' is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/A10832, 'non-essential employee' is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job

## Section 2.0 Operations

The Executive Director (ED) of the Authority, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the ED and under guidance from the Authority's existing Emergency Response Plan.

Upon the determination of implementing this plan, all employees and contractors of the Authority shall be notified by each respective Supervisor giving a brief overview of the plan and where it shall be located.

Other interested and affected parties, such as vendors, will be notified by phone and/or email as necessary. Roles and responsibilities are defined in the Emergency Response Plan Section 3. The ED with the assistance of the Director of Public Affairs & Communications, or their designees will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The ED, their designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes as necessary.

Upon resolution of the public health emergency, or the Emergency Declaration as defined in the ERP, the ED, their designee, or their successor will direct the resumption of normal operations or operations with modifications as necessary.

### Section 3.0 Essential Functions

When confronting events that disrupt normal operations the Authority is committed to ensuring that essential functions will be continued even under the most challenging circumstances. The Authority has prepared a COVID-19 Operation Facilities Procedures that directly addresses essential functions and can be found as **Appendix A**.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the core values of the Authority

The Authority has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

Essential functions are prioritized according to:

- The time criticality of each essential function
- Interdependency of one function to others
- The recovery sequence of essential functions and their vital processes

The essential functions for Authority have been identified in Table 1 below:

**Table 1**

<b>Essential Function</b>	<b>Description</b>
Administration	Provides back-office support to including finance, human resources, procurement and information technology services.
Engineering	Provides internal technical support to the Authority’s operating divisions and to municipal customers.
Material Management Operation	Provides all functions to safely operate the Materials Management Facility and Recycling Transfer Facility.

Regional Development	Administration of business funding and housing programs.
Telecom	Provides oversight and maintains the Authority's telecommunications network.
Water Quality Operation	Provides operation and maintenance of the Authority-owned and contract operated municipal water and wastewater system.

### 3.1 Essential Positions

Each essential function identified above may require certain positions on-site to effectively operate. Table 2 below identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

**Table 2**

<b>Division</b>	<b>Essential Positions Titles</b>	<b>Justification for Each</b>
Administration	Administrative Assistant 1 Accounting Associate	Performs record keeping and other daily tasks that are essential to the ongoing operation of the Authority. To include processing payroll, accounts payables and accounts receivables.
Engineering	Water Quality Supervisors	Performs operations oversight, monitoring of controls and maintains all associated records related to the safe and legal operation of water treatment facilities, water pollution control facilities and wastewater collection systems in Authority contracted locations.
Materials Management	Assistant Landfill Superintendent Equipment Operators Truck Drivers Maintenance Technicians Environmental Technicians Customer Service Coordinator (Licensed Weighmaster)	Performs the functions related to the proper and legal operation of the Material Management Facility and the Recycling Transfer Facility, including operations oversight, operation of heavy equipment, facility and equipment maintenance, and environmental compliance.
Water Quality	Lead Operator, Water Quality Technician Water Quality Operator	Performs functions related to the safe and legal operation of water treatment facilities, water distribution systems, waste water treatment facilities and waste water collection systems for Authority-owned and contracted locations. Duties includes operation oversight, sampling, monitoring of controls and maintenance of equipment.

## Section 4.0 Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation. The Authority has prepared a COVID-19 Operation Facilities Procedures that directly addresses reducing risk through remote work and separation in facilities to reduce exposures and can be found in **Appendix A**.

### 4.1 Remote Work Protocols

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so at the greatest extent possible. Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
  - a. Internet capable laptop
  - b. Necessary peripherals
  - c. Access to VPN and/or secure network drives
  - d. Access to software and databases necessary to perform their duties
  - e. A solution for telephone communications
    - i. Note that phone lines may need to be forwarded to off-site staff

The ED, Directors and Division Managers will approve the assignment of remote work and ensure staff have the necessary equipment according to the COVID-19 Operation Facilities Procedures.

### 4.2 Staggered Shifts

Implementing staggered shifts is not possible given the nature of the Authority's operations.

## Section 5.0 Personal Protective Equipment, Cleaning and Disinfection

### 5.1 Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields, goggles, or safety glasses
- Gloves
- Disposable gowns, aprons, or coveralls

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
  - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee and contractor during any given work shift for at least six months
  - b. Public employers must be able to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
  - a. PPE must be stored in a manner which will prevent degradation
  - b. Employees and contractors must have immediate access to PPE in the event of an emergency
  - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

Site specific procedures and employees responsible for maintaining necessary PPE and disinfectant cleaning supplies have been identified in Section 3 of the COVID-19 Operational Facility Procedures which can be found in **Appendix A**.

A Division specific summary of positions that will be responsible for maintaining necessary PPE and disinfectant cleaning supplies is shown in Table 3 below. These employees also have been designated to clean any common high-touch surfaces are disinfected at least twice a day as sited in Section 5.2 Cleaning and Disinfection.

**Table 3**

<b>Division</b>	<b>Position</b>
Administration/Regional Development	Administrative Assistant I or Executive Assistant
Engineering	GIS Supervisor
Material Management Facility	Lead Maintenance Technician or Maintenance Technician I
Recycling Transfer Station	Equipment Operator II
Telecom	Telecom Administrative Specialist or Division Manager
Water Quality	WQ Lead Operator or WQ Division Manager

A minimum of an eight-week supply will be kept on hand by the Authority at all times whenever possible. The Authority will coordinate with the Jefferson County Fire and Emergency Offices if required PPE becomes unavailable.

## 5.2 Cleaning and Disinfecting

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. The Managers are responsible to designate an employee for cleaning common areas in their area of management, and the frequency of such. The positions listed in Table 3 have been designated by Divisions to clean any common high-touch surfaces and disinfect at least twice a day.
2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. Soiled surfaces will be cleaned with soap and water before being disinfected.
4. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
5. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

## Section 6.0 Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC guidelines, we have established the following protocols:

1. If employees or contractors are exposed to a known case of communicable disease that is the subject of the public health emergency (defined as a 'close contact' with someone who is confirmed infected, which is a prolonged presence within six feet with that person):

Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 10 days or other current CDC/public health guidance for the communicable disease in question. As possible, these employees will be permitted to work remotely during this period of time if they are not ill. The Employee's Supervisor and Human Resources Department must be notified and will be responsible for ensuring these protocols are followed in their respective areas of management. See Section 8.0 Documentation of Work Hours and Locations for additional information on contact tracing

CDC guidelines for COVID-19 provide that critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public. Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission. In-person interactions with the subject employee or contractor will be limited as much as possible. Work areas in which the subject employee or contractor are present will be disinfected according to current CDC/public health protocol. If at any time they exhibit symptoms, refer to Section 6.2. The Authority has designated a Committee that includes the Executive Director, Chief Financial Officer, Chief Operating Officer, Director of Human Resources, and Director of Communication to make decisions in these circumstances. Managers and supervisors are responsible for ensuring these protocols are followed.

2. If an employee or contractor exhibits symptoms of the communicable disease that is the subject of the public health emergency:

Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to contact their physician. Employees and contractors who exhibit symptoms outside of work should stay home and notify

Human Resources and their supervisor. It is also recommended that the individual contact their physician.

Employees who test positive for COVID should not return to work until they have met the criteria to discontinue home isolation per public health guidance. The Authority will not require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work; unless there is a recommendation from the CDC/public health officials to do so. The Authority does require the public health release from isolation documentation before returning to work. If the disease in question is other than COVID-19, CDC and other public guidance shall be referenced.

Human Resources, or their designees, must be informed in these circumstances and are responsible for ensuring these protocols are followed.

3. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:

Apply the steps identified in item 1, above, as applicable. Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off. CDC guidance for COVID-19 indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. CDC/public health guidance for the disease in question will be followed. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately in accordance with Section 5.2.

Identification of potential employee and contractor exposures will be conducted. If an employee or contractor is confirmed to have the disease in question, Human Resources should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act (ADA). Apply the steps identified in Section 6.1 above, as applicable, for all potentially exposed personnel.

The Supervisor, Division Manager, and Human Resources must be notified in these circumstances and are responsible for ensuring these protocols are followed. The Authority recognizes there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. The Authority will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

## Section 7.0 Employee and Contractor Leave

Public health emergencies are extenuating and unanticipated circumstances in which the Authority is committed to reducing the burden on our employees and contractors.

Additional provisions may be enacted based upon need and the guidance and requirements in place by federal and state employment laws, FMLA, executive orders, and other potential sources.

## Section 8.0 Documentation of Work Hours and Locations

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits.

This information may be used by the Authority to support contact tracing within the organization and may be shared with local public health officials.

Employees traveling to any alternate non-Authority work location will maintain their Outlook calendar to show the location of the alternate work location for contact tracing should an exposure occur; and they will complete the Alternate Work Location Form and submit to their supervisor in advance of travel. Forms will be routed by the supervisor through the management chain of command, and filed with HR. This form is not required for field work that does not involve meeting with customers, vendors, or other personnel. A copy of the Alternate Work Location form is found in **Appendix A**.

Employees will keep a written or electronic log tracking their hours worked and specific work locations. Only essential access of the Authority owned buildings and facilities by essential employees or contractors will be allowed. Any employee or contractor that does not routinely work at a given Authority facility on a daily basis, or is designated to temporarily work remotely, will sign the facility log when entering and exiting the facility daily. A sign in sheet containing the date, time of entry, and time of exit will be maintained at each facility or building. Other health screening questions may also be included on the sign-in sheet depending on the specific public health emergency and in accordance with applicable federal and state guidelines. The Facility Manager will be responsible for maintaining these records in their area of management to assist with contract tracing if required.

## Section 9.0 Housing for Essential Employees

There are circumstances within a public health emergency when it may be prudent to have

essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the Authority’s essential operations.

If such a need arises, hotel rooms are expected to be the most viable option. If hotel rooms are for some reason deemed not practical or ideal, or if there are no hotel rooms available, the Authority will coordinate with the Jefferson County Fire and Emergency, Lewis County Fire and Emergency Management or the St. Lawrence County Office of Emergency Services to help identify and arrange for these housing needs. The ED or their designee are responsible for coordinating this.

**Section 10.0 Plan Updates**

<b>Change Number</b>	<b>Description of Changes</b>	<b>Date Authorized</b>
0	Original Document Created	3/25/2021

## APPENDIX A - COVID-19 Operational Facility Procedures

Development Authority of the North Country  
COVID-19 Operational Facility Procedures

1.0 PURPOSE

The purpose of this procedure is to document the site specific safety precautions implemented to minimize the risk of employee exposure to COVID-19 and to ensure that essential Authority services are maintained operational. This procedure is not intended to replace or supersede Authority-wide COVID-19 guidance but rather provide supplemental documentation of the site specific protocols in place at the Authority’s operating facilities to ensure consistency and effective communication.

2.0 GENERAL PROCEDURES

2.1 All staff have been classified as either Level 1, 2 or 3 based on the nature of their position, facilities available at home for the employee to productively work remotely, and employee performance.

Summary	Description
Level 1	Nature of position readily allows for remote work, employee typically performs office functions, facilities available to work from home
Level 2	Preferable to business needs to work onsite; if risks increase Level 2 employees may be requested to work from home
Level 3	Nature of position requires work to be performed onsite, remote work only as last resort

2.2 Employees classified as Level 1 will be transitioned to working remotely beginning the week of November 16, 2020 through April 30, 2021. At this time, Level 2 and 3 employees will continue to remain working at their assigned location. After April 30, 2021, the Authority’s Executive Director will evaluate whether an extension of the temporary remote work guidelines are necessary or transition employees back to their primary assigned work locations.

2.3 Level 1 employees that will be working onsite will obtain approval from their supervisor and facility manager in advance. Approval requests should be submitted by email and include the purpose of the site visit, the location that the employee plans to be working (i.e., specific office, conference room, shop, etc.), and the time the employee plans to be onsite.

2.4 Any employee that does not routinely work at a given Authority facility on a daily basis, or is designated to temporarily work remotely, will sign the facility log when entering and exiting the facility daily. Employees traveling to any alternate non-Authority work location will maintain their Outlook calendar to show the location of the alternate work location for contact tracing should an exposure occur; and they will complete the Alternate Work Location Form and submit to their supervisor in advance of travel.

Forms will be routed by the supervisor through the management chain of command, and filed with HR. This form is not required for field work that does not involve meeting with customers, vendors, or other personnel. A copy of the Alternate Work Location form is found in Attachment A.

### 3.0 SITE SPECIFIC PROCEDURES

#### 3.1 MATERIALS MANAGEMENT FACILITY (MMF)

3.1.1 All MMF employees classified as Level 2 or 3 employees on the COVID Employee Roster will be grouped into two teams (Team North and South). The North Team staff will utilize the north end of the MMF facility. This section of the facility will include the Main Conference Room for lunch and breaks, and the north end restrooms. South Team staff will utilize the south end of the MMF facility restrooms and the existing lunch room. Teams have been denoted on the Employee Roster.

3.1.2 The Customer Service Coordinator and the Administrative Assistant II are both Licensed Weighmasters at the MMF and share operational duties in the scale house. The Customer Service Coordinator is working onsite on a daily basis with the Administrative Assistant working remotely. The Administrative Assistant can come onsite as needed to fill in for the Customer Service Coordinator.

3.1.3 The Lead Maintenance Technician or the Maintenance Technician I are responsible for ensuring that high-touch surfaces are disinfected at least twice a day. In addition, he/she will also keep track of disinfectant, paper towel and mask inventory. An inventory report will be provided to Procurement on a regular basis so that appropriate supplies can be ordered in a timely manner.

#### 3.2 RECYCLING TRANSFER STATION (RTS)

3.2.1 Recycling Transfer Station employees will not congregate and will stagger lunch/break times. There are three, Level 3 employees at the facility. The facility is large enough so that restrooms do not need to be shared.

3.2.2 The Equipment Operator II will be responsible for ensuring that high-touch surfaces are disinfected at least twice a day. In addition, he/she will also keep track of disinfectant, paper towel and mask inventory. An inventory report will be provided to Procurement on a regular basis so that appropriate supplies can be ordered in a timely manner.

#### 3.3 WATER QUALITY

- 3.3.1 All WQ employees classified as Level 3 employees on the COVID Employee Roster will avoid working out of the Warneck Pump Station (WPS) to minimize contact with other employees. If Level 3 employees are required to come to the WPS to perform certain tasks or pick up equipment, they will contact their supervisor to obtain approval in advance.
- 3.3.2 WQ Level 3 employees will be grouped into teams. The teams will work together if there are certain tasks that require two employees to perform. Teams have been denoted on the Employee Roster. Separating employees into teams will minimize the number of staff that may be in contact with one another should a potential exposure occur that requires quarantining, thereby ensuring maintenance of essential services.
- 3.3.3 Level 2 employees in WQ include the Division Manager and the Admin Assoc. Each employee has a separate office to work within.
- 3.3.4 The WQ Lead Operator or WQ Division Manager are responsible for ensuring that high-touch surfaces are disinfected at least twice a day. In addition, he/she will also keep track of disinfectant, paper towel and mask inventory. An inventory report will be provided to Procurement on a monthly regular basis so that appropriate supplies can be ordered in a timely manner.

#### 3.4 ENGINEERING

- 3.4.1 All Engineering employees classified as Level 3 employees on the COVID Employee Roster are working remotely at wastewater treatment plants that require onsite supervision. These employees have separate office spaces in which they perform their work when they are not outside or inspecting their facilities.
- 3.4.2 Level 2 employees include Project Engineers that are assisting the WQ Supervisors and obtaining contact hours for their licensing. Each employee has a separate office to work within.
- 3.4.3 There are no Authority-owned Engineering facilities that require disinfection. Municipal employees (i.e., operators) working within their respective municipal water/wastewater treatment plants are responsible for disinfecting high-touch surfaces and this is overseen by the Authority's WQ Supervisors. The Assistant Director of Engineering is responsible for coordinating with other Engineering staff to ensure a proper inventory of masks and disinfectant are available. An inventory report will be provided to Procurement on a monthly basis so that appropriate supplies can be ordered.

#### 3.5 TELECOM

3.5.1 All Telecom staff are classified as Level 1 with the exception of the Administrative Associate, which is classified as Level 2. The Administrative Associate will be the only Telecom employee working in the offices and will therefore only have exposure to Level 1 employees that are periodically working onsite.

3.5.2 The Telecom Administrative Specialist or Division Manager are responsible for ensuring that high-touch surfaces are disinfected at least twice a day. In addition, he/she will also keep track of disinfectant, paper towel and mask inventory. An inventory report will be provided to Procurement on a monthly basis so that appropriate supplies can be ordered.

### 3.6 ADMINISTRATION/REGIONAL DEVELOPMENT

3.6.1 All Administration employees classified as Level 3 on the COVID Employee Roster are working at the Dulles State Office Building (DSOB). Due to the nature of their positions, they will not be able to work remotely. Each employee has a separate cubicle area with plexiglass separation.

3.6.2 Level 2 employees in Administration and Regional Development working from either the DSOB or WPS have a separate office to work within or a cubicle with plexiglass to mitigate potential exposure.

3.6.3 The Administrative Assistant I or Executive Assistant are responsible for ensuring that high-touch surfaces are disinfected at least twice a day. In addition, he/she will also keep track of disinfectant, paper towel and mask inventory. An inventory report will be provided to Procurement on a monthly basis so that appropriate supplies can be ordered in a timely manner.

### 3.7 RECORD OF REVISION

This procedure will be updated periodically to reflect changes in federal, state or local requirements with respect to COVID-19 safety precautions.

Revision No.	Description	Date
0	Document Created	12/2/2020
1	Incorporated Alternate Work Location Form and updated effective date for remote work for Level 1 employees	2/4/2021

Attachment A

Request for Approval at Alternate Non-Authority Owned Work Location

Due to COVID-19 Precautions

Employee(s) Name:

Employee's normal assigned work location:

Location of alternate work location or meeting attendance:

Date(s) of request for work at alternate location:

How will employees be traveling to alternate work location (i.e., personal vehicle or company car)?

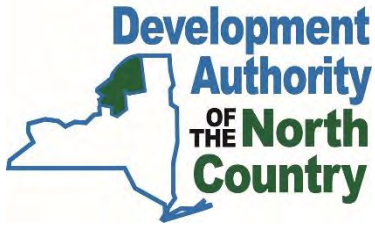
If taking company car disinfection prior to and after use is required.

What is the purpose of the travel to alternate work location?

Will employee be meeting with any other non-Authority personnel (i.e., municipal/county staff)? If so, please specify.

Is attending remotely an option?

What COVID-19 protocols are in place at the location of alternate work location (i.e., Town protocols for distancing, masks, disinfecting high-touch surfaces, etc.)?



**Board Resolution No. 2021-03-56**  
**March 25, 2021**

**APPROVING MODIFICATIONS TO PERSONNEL POLICY**

Whereas, the Development Authority of the North Country operates according to Board policies that are adopted and/or amended by the Board of Directors, as appropriate, and

Whereas, the Personnel Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, Executive Management has recommended modifications to the Personnel Policy to incorporate the changes contained in the adopted budget for FYE 2022 as reflected in:

- Appendix A – Employees' Standard Work Day
- Appendix B – Report of Personnel Changes
- Appendix C – Non-Exempt Pay Grade Chart
- Appendix D – Organization Chart

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country does hereby approve the attached amended portions of the Personnel Policy.**

**APPENDIX A**  
**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY EMPLOYEES' STANDARD WORK DAY**  
**(Effective April 1, 2021 – March 31, 2022)**

<b>Administration/Regional Development Titles</b>	<b>Work Location</b>	<b>Work Day</b>	<b>FLSA</b>
Executive Director	SOB	8.0 Hours	Exempt
Chief Financial Officer	SOB	8.0 Hours	Exempt
Chief Operating Officer	SOB	8.0 Hours	Exempt
Director of Public Affairs & Communications	SOB	8.0 Hours	Exempt
Executive Assistant	SOB	8.0 Hours	Non-Exempt
Administrative Assistant I	SOB	8.0 Hours	Non-Exempt
Comptroller	SOB	8.0 Hours	Exempt
Deputy Comptroller	SOB	8.0 Hours	Exempt
Procurement Coordinator	SOB	8.0 Hours	Exempt
Accountant I	SOB	8.0 Hours	Exempt
Accounting Associate	SOB	8.0 Hours	Non-Exempt
Director of Human Resources	SOB	8.0 Hours	Exempt
Human Resources Assistant	SOB	8.0 Hours	Non-Exempt
Director of Information Technology	SOB	8.0 Hours	Exempt
IT Application Analyst	SOB	8.0 Hours	Exempt
IT Technician	SOB	8.0 Hours	Non-Exempt
Director of Regional Development	SOB	8.0 Hours	Exempt
Senior Project Development Specialist	SOB	8.0 Hours	Exempt
Project Development Specialist	SOB	8.0 Hours	Exempt
Community Planner	SOB	8.0 Hours	Exempt
Housing Code Inspector	SOB	8.0 Hours	Non-Exempt
GIS Technician II (PT)	SOB	8.0 Hours	Non-Exempt
<b>Engineering Titles</b>	<b>Work Location</b>	<b>Work Day</b>	<b>FLSA</b>
Director of Engineering	Warneck Pump Station	8.0 Hours	Exempt
Project Engineer	Ogdensburg	8.0 Hours	Exempt
Project Engineer	Malone	8.0 Hours	Exempt
Project Engineer II	Ogdensburg	8.0 Hours	Exempt
Controls Engineer II	Warneck Pump Station	8.0 Hours	Exempt
Controls Engineer Trainee	Warneck Pump Station	8.0 Hours	Exempt
GIS Supervisor	Warneck Pump Station	8.0 Hours	Exempt
GIS Specialist	Warneck Pump Station	8.0 Hours	Exempt
Water Quality Supervisor I	Clayton	8.0 Hours	Exempt
Water Quality Supervisor I	Carthage	8.0 Hours	Exempt
Water Quality Supervisor I	Malone	8.0 Hours	Exempt
Water Quality Supervisor II	Ogdensburg	8.0 Hours	Exempt
<b>Materials Management Facility Titles</b>	<b>Work Location</b>	<b>Work Day</b>	<b>FLSA</b>
Director of Materials Management	Materials Management	8.0 Hours	Exempt
Landfill Superintendent	Materials Management	8.0 Hours	Exempt
Assistant Landfill Superintendent	Materials Management	8.0 Hours	Exempt
Recycling Coordinator	Materials Management	8.0 Hours	Exempt
Safety & Environmental Coordinator	Materials Management	8.0 Hours	Exempt
Administrative Assistant II	Materials Management	8.0 Hours	Non-Exempt
Administrative Associate – MMF	Materials Management	8.0 Hours	Non-Exempt

**APPENDIX A**  
**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY EMPLOYEES' STANDARD WORK DAY**  
**(Effective April 1, 2021 – March 31, 2022)**

Customer Service Coordinator	Materials Management	8.0 Hours	Non-Exempt
Environmental Assistant	Materials Management	8.0 Hours	Non-Exempt
Environmental Specialist	Materials Management	8.0 Hours	Non-Exempt
Environmental Technician I	Materials Management	8.0 Hours	Non-Exempt
MMF Equipment Operator I	Materials Management	8.0 Hours	Non-Exempt
MMF Equipment Operator II	Materials Management	8.0 Hours	Non-Exempt
MMF Lead Equipment Operator	Materials Management	8.0 Hours	Non-Exempt
MMF Lead Maintenance Technician	Materials Management	8.0 Hours	Non-Exempt
MMF Lead Truck Driver	Materials Management	8.0 Hours	Non-Exempt
MMF Maintenance Technician Assistant	Materials Management	8.0 Hours	Non-Exempt
MMF Maintenance Technician I	Materials Management	8.0 Hours	Non-Exempt
MMF Maintenance Technician II	Materials Management	8.0 Hours	Non-Exempt
MMF Truck Driver	Materials Management	8.0 Hours	Non-Exempt
Recycling Compliance Officer	Materials Management	8.0 Hours	Non-Exempt
RTS Coordinator	Harrisville	8.0 Hours	Non-Exempt
RTS Equipment Operator I	Harrisville	8.0 Hours	Non-Exempt
RTS Maintenance Technician Assistant	Harrisville	8.0 Hours	Non-Exempt
RTS Truck Driver	Harrisville	8.0 Hours	Non-Exempt
<b>Telecommunications Titles</b>			
	<b>Work Location</b>	<b>Work Day</b>	<b>FLSA</b>
Director of Telecommunication	120 Washington Street	8.0 Hours	Exempt
Director of Network Facilities	120 Washington Street	8.0 Hours	Exempt
Telecom Chief Technology Officer	120 Washington Street	8.0 Hours	Exempt
Director of Network Architecture and Engineering	120 Washington Street	8.0 Hours	Exempt
Director of Network Management and Security	120 Washington Street	8.0 Hours	Exempt
Telecommunications Business Development Representative	120 Washington Street	8.0 Hours	Exempt
Senior Telecom Specialist	120 Washington Street	8.0 Hours	Exempt
Telecom Specialist	120 Washington Street	8.0 Hours	Exempt
Telecom Specialist – Network Engineering	120 Washington Street	8.0 Hours	Exempt
Telecom Specialist – Facilities	Keeseville	8.0 Hours	Exempt
Administrative Specialist	120 Washington Street	8.0 Hours	Non-Exempt
Telecom Specialist (PT)	120 Washington Street	8.0 Hours	Non-Exempt
<b>Water Quality Titles</b>			
	<b>Work Location</b>	<b>Work Day</b>	<b>FLSA</b>
Director of Water Quality Management	Warneck Pump Station	8.0 Hours	Exempt
Administrative Associate	Warneck Pump Station	8.0 Hours	Non-Exempt
Lead WQ Operator	Warneck Pump Station	8.0 Hours	Non-Exempt
WQ Operator I	Warneck Pump Station	8.0 Hours	Non-Exempt
WQ Operator V	Warneck Pump Station	8.0 Hours	Non-Exempt
WQ Project Engineer	Warneck Pump Station	8.0 Hours	Exempt
WQ Technician I	Warneck Pump Station	8.0 Hours	Non-Exempt
WQ Technician II	Warneck Pump Station	8.0 Hours	Non-Exempt

**APPENDIX B**  
**Development Authority of the North Country**  
**317 Washington Street, Suite 414, Watertown, NY 13601**  
**(315) 661-3200**

**REPORT OF PERSONNEL CHANGES**

<b>Employee Name (First, MI, Last)</b>	<b>Division</b>

<b>CHANGES (Section completed by Human Resources.)</b>			
	FROM	TO	Effective Date
Employee Status (FT, PT, Temp)			
Job Title			
Position ID			
Supervisor			
Pay Type (Hourly/Salary)			
Hourly Rate			
Salary Rate			
Overtime Rate (If Applicable)			
Pay Grade/Step (HR, Step 1, JR)			
Address			
Phone			
Job Description Reviewed	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

<b>CHANGES (Section completed by Finance.)</b>			
<b>Employee ID</b>			
Employee Status (Active/Inactive)			
Expense Sub & GL Subaccount			
Pay Group ID			
Labor Class			
Health Insurance Family			
Health Insurance Single			
Health Stipend			
Benefit ID			

**REASONS FOR CHANGES**

- New Hire: Start Date \_\_\_\_\_ First Pay Date \_\_\_\_\_ Bi-Weekly thereafter.
- 
- Leave of Absence: Start Date \_\_\_\_\_ End Date \_\_\_\_\_
- Rehired
- Merit Increase  Pay Grade/Step Increase
- Performance Evaluation  Demotion
- Promotion  Termination: Effective Date \_\_\_\_\_
- Reclassification  Resignation: Effective Date \_\_\_\_\_
- Transfer  Retirement: Effective Date \_\_\_\_\_
- Longevity Service Award  Suspension without Pay
- Other \_\_\_\_\_

**AUTHORIZATION (appropriate signature)**

Employee Signature	Date
Director Signature	Date
Executive Director Signature	Date

**Changes to be completed by Human Resources:**

Employee Name: First Name, Middle Initial, Last Name

Division: Name of Division where employee currently works

Employee Status: Full-Time (FT), Part-Time (PT), Temporary (TEMP)

Job Title: Title of position

Position ID: ID number for job title from "Employee Position ID Roster" (approved budgetary number)

Supervisor: Name of direct manager (e.g.: the person who does the performance appraisal)

Pay Type: Non-Exempt (Hourly) or Exempt (Salary)

Hourly Rate: Dollar and cents paid to employee per hour

Salary Rate: Salary paid to employee annually

Overtime Rate (for non-exempt [hourly] employees only): 1-½ times hourly rate for all hours worked over 40 hours in a work week

Pay Grade/Step: For hourly employees only; refer to Appendix C, Pay Grade Chart, and Personnel Policy

Address: Street, PO Box, City, State, Zip Code

Phone: Home or Cell Telephone Number

Job Description: Job description was reviewed, updated and approved for employee's signature

**Changes to be completed by Finance:**

Employee ID: Payroll ID

Employee Status: Active or Inactive status in payroll timesheets, calculations and check printing

Expense Sub & GL Subaccount: Employee's payroll expense to be charged to the employee's assigned Division

Pay Group ID: Employee's Pay Group within the accounting systems.

Labor Class: Employee's labor class within the accounting systems.

Health Insurance Family: Health insurance option in accounting systems (e.g.: employee/spouse, employee/child (ren), or family coverage)

Health Insurance Single: Health insurance option in accounting systems (e.g.: individual coverage)

Health Stipend: Bi-weekly dollar amount in accounting systems based on Authority's approved annual dollar amount for health insurance stipend. [Note: Cash stipend is taxable compensation.]

Benefit ID: Code that distinguishes benefit accruals based on hire date and length of service

**Reasons for Changes:**

New Hire – State Date: Date of new employee's first day of work

New Hire – First Pay Date: Date of new employee's first paycheck

Leave of Absence: Date Leave of Absence from work was approved for a specified period of time

Rehired: Rehiring a former Authority employee

Merit Increase: Hourly rate or salary increase. (e.g.: annual performance evaluation or for performance)

Performance Evaluation: Performance evaluation of employee (e.g.: 6-month New Hire Review or Annual Performance Evaluation)

Promotion: An employee's advancement within the Authority (in a different position, new role and responsibilities)

Reclassification: Re-evaluation of existing job

Transfer: An employee's work location change.

Longevity Service Award: A single, non-recurring payment upon completion of five, ten, fifteen, twenty and twenty-five years of continuous service with the Authority

Pay Grade / Step Increase: Increase in pay grade due to training, certification or annual review

Demotion: Change in Pay Grade or position

Termination: Last day worked

Resignation: Employee's voluntary removal from Authority employment

Retirement: Employee's voluntary removal from Authority employment and eligible to retire

Suspension without Pay: Time off without pay due to violation of Authority policy and procedures within the Department of Labor's (DOL) guidelines.

**APPENDIX C**  
**NON-EXEMPT PAY GRADE CHART**  
**Effective April 4, 2021**

GRADE	Hire Rate (Step 1)		Training Rate (Step 2)		Job Rate (Step 3)	
	Annual	Hrly	Annual	Hrly	Annual	Hrly
4	\$ 36,403.85	\$ 17.50	\$ 37,652.47	\$ 18.10	\$ 38,771.93	\$ 18.64
5	\$ 38,449.01	\$ 18.49	\$ 39,676.10	\$ 19.08	\$ 40,903.20	\$ 19.67
6	\$ 40,515.70	\$ 19.48	\$ 41,915.02	\$ 20.15	\$ 43,142.11	\$ 20.74
7	\$ 42,776.14	\$ 20.57	\$ 44,175.46	\$ 21.24	\$ 45,488.66	\$ 21.87
8	\$ 45,101.16	\$ 21.68	\$ 46,651.18	\$ 22.43	\$ 48,028.97	\$ 23.09
9	\$ 47,598.41	\$ 22.88	\$ 49,191.48	\$ 23.65	\$ 50,698.44	\$ 24.37
10	\$ 50,224.82	\$ 24.15	\$ 51,925.54	\$ 24.96	\$ 53,454.02	\$ 25.70
11	\$ 52,958.88	\$ 25.46	\$ 54,724.18	\$ 26.31	\$ 56,381.83	\$ 27.11
12	\$ 55,929.74	\$ 26.89	\$ 57,759.62	\$ 27.77	\$ 59,460.34	\$ 28.59
13	\$ 58,965.19	\$ 28.35	\$ 60,924.24	\$ 29.29	\$ 62,450.96	\$ 30.02
14	\$ 61,915.36	\$ 29.77	\$ 63,822.10	\$ 30.68	\$ 65,386.05	\$ 31.44
15	\$ 64,871.87	\$ 31.19	\$ 66,714.34	\$ 32.07	\$ 68,685.34	\$ 33.02

**Grade 4**

Customer Service Assistant  
MMF Maintenance Technician Assistant  
RTS Maintenance Technician Assistant

**Grade 5**

Accounting Assistant  
Administrative Assistant I  
Environmental Assistant

**Grade 6**

Administrative Assistant II

**Grade 7**

Accounting Associate  
Administrative Associate  
Administrative Associate MMF  
Environmental Technician I  
Human Resources Assistant  
MMF Equipment Operator I  
MMF Maintenance Technician I  
MMF Truck Driver  
Recycling Compliance Officer  
RTS Equipment Operator I  
RTS Truck Driver  
WQ Technician I

**Grade 8**

Administrative Specialist  
Customer Service Coordinator  
Recycling Technician  
WQ Operator I  
WQ Technician II

**Grade 9**

Environmental Technician II  
IT Technician  
MMF Equipment Operator II  
MMF Landfill Gas Technician  
MMF Maintenance Technician II  
Recycling Specialist  
RTS Coordinator  
WQ Operator II

**Grade 10**

Housing Code Inspector  
MMF Lead Equipment Operator  
MMF Lead Truck Driver  
WQ Operator III

**Grade 11**

Environmental Specialist  
Executive Assistant  
MMF Lead Maintenance Technician  
WQ Operator IV

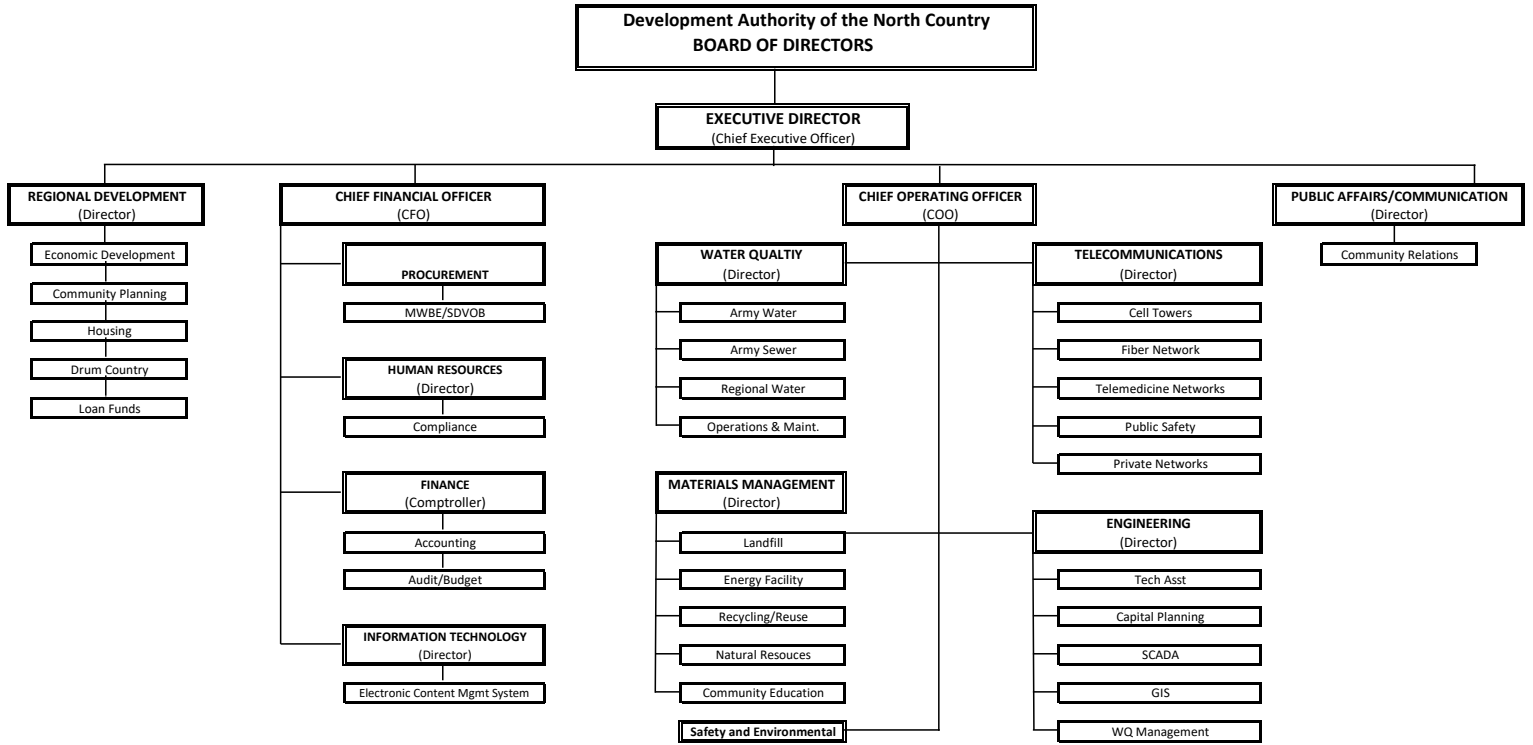
**Grade 12**

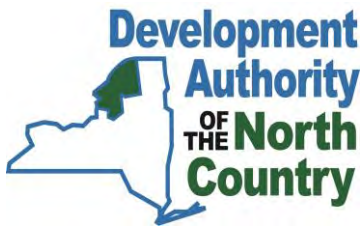
WQ Operator V

**Grade 15**

Lead WQ Operator

**APPENDIX D**  
**ORGANIZATION CHART**





**Board Resolution No. 2021-03-57**  
**March 25, 2021**

**AUTHORIZING A FEASIBILITY STUDY  
AND PRELIMINARY ENGINEERING REPORT  
MATERIALS RECOVERY FACILITY**

Whereas, pursuant to **Resolutions Nos. 2019-03-26 and 2019-02-05**, the Board of Directors of the Development Authority of the North Country authorized the Materials Management Capital budget of \$1,650,000 to be utilized for the purchase of property and establishment of a Recycling Transfer Station (RTS) to help reduce the costs of processing and transporting recyclables for Authority partners, and

Whereas, the original intent of the RTS was to provide for a centralized location to process single stream recyclables for our three county service area, and

Whereas, the Development Authority of the North Country is interested in evaluating the feasibility of constructing a Materials Recovery Facility (MRF) as a potential option to reduce the overall cost of processing, transporting, and disposing of single stream recyclables, and

Whereas, the Development Authority of the North Country has conducted a competitive search for the selection of a consulting firm to complete a feasibility study and preliminary engineering report in accordance with the Authority's Procurement Policies, and

Whereas, a staff comprised Evaluation Committee reviewed the three proposals received in response to the Request for Proposal, and determined that SCS Engineers' proposal was most aligned with the goals of the project and the scoring criteria defined in the Request for Proposal, and

Whereas, the cost of the project is budgeted to be \$50,000 which is within the prior capital authorizations for the RTS.

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to utilize \$50,000 of the RTS Capital Budget to complete a Feasibility Study and Preliminary Engineering Report for a Materials Recovery Facility, and be it further**

**RESOLVED, the Executive Director is authorized to execute a contract with SCS Engineers to complete this project.**



**Board Resolution No. 2021-03-58**  
**March 25, 2021**

**AUTHORIZING PROFESSIONAL SERVICES CONTRACTS**

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

Whereas, the Development Authority of the North Country maintains professional service contracts with firms that provide specialized expertise, skills, and knowledge to the Authority, and

Whereas, the professional services firms listed below have direct experiential knowledge of the specialized operations of the Authority, the needed expertise, and a proven record of performance, such that a continued relationship will be a benefit to the Authority, and

Whereas, the fees or rates charged by the professional services firms listed below are commensurate with those charged for such services in their respective professions in this locale, and

Whereas, the Development Authority of the North Country's Procurement Policy requires Board authorizations for professional services contracts on an annual basis,

Now, therefore, be it

**RESOLVED, that the Development Authority of the North Country does hereby authorize professional services contracts, as follows:**

**Legal Services**

Hage and Hage LLC  
Bond, Schoeneck & King  
Victoria A. Ramundo  
Germano & Cahill, PC  
Wladis Law  
Schwerzmann & Wise PC  
Barclay Damon

**Architectural & Engineering Services**

Barton & Loguidice, PC

**Financial Services**

The Bank of New York  
Comerica  
RBC Dain Rauscher  
Community Bank

**Media Production Services**

Fourth Coast Productions

**Computer/Network/Telephone Services**

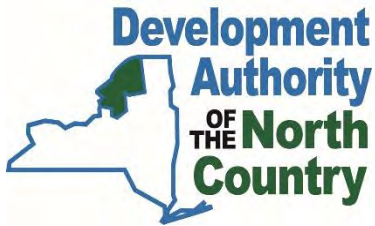
SVA Consulting  
Optimation Technology  
VHB Engineering  
Waypoint Technology Group  
RTB/Continuum Systems  
Scadatek  
NexGen  
Paradigm Software  
Evo Studios  
IV4  
HACH  
WEI  
Verizon  
Westelcom  
Creg Systems

**Consulting Services**

Converse Laboratories  
CC Environmental & Planning  
DataVal  
Davey Resource Group

**Security Services**

AllTech Integrations, Inc  
Day Automation



**Board Resolution No. 2021-03-59**  
**March 25, 2021**

**AUTHORIZING STANDARDIZED COMPUTER SOFTWARE PROGRAMS**

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

Whereas, the Development Authority of the North Country utilizes a variety of computer software programs to provide for efficient operations across multiple Authority Divisions. Such programs track and manage critical data to provide for continuity of operations across the multiple divisions of the Authority, and

Whereas, maintaining standardized software programs provides for economy of scale and is deemed cost effective by 1) assuring compatibility with existing technology and operations, (2) reducing downtime in the event of IT system failure, and 3) providing for common platform for training staff, and

Whereas, the computer software programs listed below provide for a common IT infrastructure across Authority Divisions. The software contains historical data, such that a continued use and upgrades will be a benefit to the Authority, and

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

Now, therefore, be it

**RESOLVED, that the Development Authority of the North Country does hereby authorize the standardization of computer software programs, as follows:**

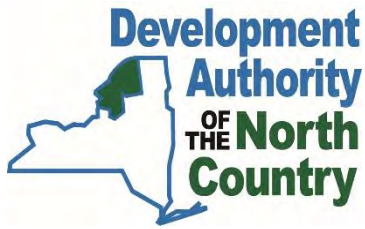
**DESCRIPTION**

Accounting Software  
Purchase Requisition Software  
Office Suite Applications  
Network Security Software  
Antivirus Software  
SCADA Alarm Software  
SCADA Software/RTU

**SOFTWARE PROGRAM**

Microsoft Dynamics SL  
eRequester (Paperless Business Systems)  
Microsoft Office, Adobe Professional  
OpenDNS  
Webroot  
Specter Instruments: WIN-911  
GE Intelligent Platforms: IFIX and Historian  
SyTech: XLReporter  
Emerson Process Mgmt/Bristol: OpenBSI Suite

GIS Software	ESRI
MMF Scale & Billing Software	CompuWeigh (Paradigm Software)
Water & Sewer Data Collection Software	WIMS/Claros (HACH)
Pipeline Inspection Software	PipeLogix
Fiber Management Software	NetDesigner/Enghouse
Fiber Assignment Software	FileMaker
GPS Compaction Software	Geologic Orion
Asset Management Software	NexGen Utility Management
Electronic Content Management System	OnBase (Hyland)
Loan Portfolio Management Software	PIDC
IT Management and Imaging Software	Desktop Central
Network Alarm Software	PRTG Network Monitoring
3-D Draw & Design Software	AutoCad
E-mail Phishing Software	KnowBe4
Two-Factor Authentication Software	Duo
HR Software	Bamboo HR
File Sharing Software	Drop Box and ShareBase
Network Web Filter Software	Barracuda
Backup & Disaster Recovery Appl	Barracuda
Remote Access Software	Team Viewer
E-mail Spam Filter Software	Titan HQ
Video Conferencing Software	Zoom
VPN	Cisco Anyconnect
Amortization Software	Time Value
Server Monitoring Software	Uptime Robot
Email Filtering Software	ORF Fusion
Internet and Intranet Web Host	EVOGOV
Radiation Detection Software	RadComm Controller
Password Management Software	Keeper



**Board Resolution No. 2021-03-60**  
**March 25, 2021**

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE IN  
RELATION TO THE MATERIALS MANAGEMENT DIVISION**

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

Whereas, Development Authority of the North Country's Materials Management Division utilizes sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the Materials Management Division has shown the equipment to be performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of certain classes or items of Materials Management Division equipment based upon the following reasons: (1) to assure the best compatibility with the existing technology and operation, and (2) to realize economic benefits through the ability to provide for consistent trouble shooting, the ease of maintaining back-up inventory, and the ease of providing common training for staff, and

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

Now, therefore, be it

**RESOLVED, that the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of equipment for use in the Materials Management Division as necessary for construction or operational activities will obtain economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it**

**RESOLVED, that this Resolution shall take effect immediately.**

# Resolution No. 2021-03-xx

## Schedule A

### MATERIALS MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

<b>CLASSIFICATION</b>	<b>MANUFACTURER/MODEL</b>
Remote Terminal Units (RTU)	Emerson Process Management/Bristol
Spread Spectrum RTU Radios	GE-MDS, LLC
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
GPS Locating Equipment	Trimble
Compaction GPS Hardware	Geologic Orion
Variable Frequency Drives	ABB
Full Flow Pipe Flow Meters	Endress-Hauser, Inc.
Open Channel Flow Meters	ISCO, Inc.
Landfill Compactor	Caterpillar (836)
Articulated Hauler (Ejector)	Caterpillar (740)
LFG Wellheads	QED Environmental Systems
LFG Well Pumps	QED Environmental Systems
HDPE Fusion Equipment	McElroy Manufacturing



**Board Resolution No. 2021-03-61**  
**March 25, 2021**

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE IN RELATION TO THE OPEN ACCESS TELECOMMUNICATIONS NETWORK**

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

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

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

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

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

Now, therefore, be it

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

**RESOLVED**, that this Resolution shall take effect immediately.

**Resolution No. 2021-03-xx**

**Schedule A**

**OPEN ACCESS TELECOMMUNICATIONS NETWORK  
EQUIPMENT STANDARDIZATION**

<b>CLASSIFICATION</b>	<b>MANUFACTURER/MODEL</b>
Transport/Data/Media Conversion	Cisco Systems Ciena Adtran Juniper Advantage Optics Precision Optics
Monitoring	DPS Telecom Orion/SolarWinds
Electrical/Optical Cross Connect	ADC FIS Multilink Fiberone
Power	TSI Power Vertiv
Superstructure	Moreng Telecom
DWDM	Infinera
GPS Locating Equipment	Trimble
Fiber Panels	Clearfield FDP (CO) FiberOne (Customer Site) Multilink
Splice Case	Comscope Multilink



**Board Resolution No. 2021-03-62**  
**March 25, 2021**

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE  
IN RELATION TO THE WATER QUALITY MANAGEMENT DIVISION**

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

Whereas, Development Authority of the North Country's Water Quality Management Division utilizes sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the Water Quality Management Division has shown the equipment to be performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of certain classes or items of water/wastewater equipment based upon the following reasons: (1) to assure the best compatibility with the existing technology and operation, and (2) to realize economic benefits through the ability to provide for consistent troubleshooting, the ease of maintaining back-up inventory, and the ease of providing common training for staff, and

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

Now, therefore, be it

**RESOLVED** that the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of equipment for use in the Water Quality Management Division as necessary for construction or operational activities will obtain economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it

**RESOLVED**, that this Resolution shall take effect immediately.

## Resolution No. 2021-03-xx

### Schedule A

#### WATER QUALITY MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

<b>CLASSIFICATION</b>	<b>MANUFACTURER/MODEL</b>
Air Relief Valves	A. R. I. Flow Control Accessories
Chemical Feed Pumps (diaphragm)	Liquid Metronics Incorporated (LMI)
Chemical Feed Pumps (peristaltic)	Blue-White Industries, Ltd.
Chlorine Analyzers	HACH Company
Grinder Pumps	Environmental One Corp. (E-ONE)
Full Flow Pipe Flow Meters	Endress-Hauser Inc.
Open Channel Flow Meters	ISCO, Inc.
pH Analyzers	HACH Company
Pressure Transmitters	Invensys Foxboro
Remote Terminal Units (RTU)	Emerson Process Management/Bristol
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
Variable Frequency Drives	ABB
Spread Spectrum RTU Radios	GE-MDS, LLC
Regional Water Line Compound Flow Meters	Master Meter, Inc.
Regional Water Line Control Valves	Ross Valve Manufacturing Company, Inc.
GPS Locating Equipment	Trimble
Open Channel Flow Meters	HACH Company



**Board Resolution No. 2021-03-63**  
**March 25, 2021**

**AUTHORIZING TECHNICAL SERVICES SUMMARY REPORT**

Whereas, the Development Authority of the North Country provides a variety of technical services to municipalities within the North Country, and

Whereas, these services are detailed in inter-municipal agreements between the Authority and the municipalities with standard contractual language, and

Whereas, it has been past practice to provide copies of these agreements and associated resolutions for individual board approval, and

Whereas, to provide a more efficient board review process, staff will replace individual resolutions and agreements with a Technical Services Summary Report as attached as Appendix A for contracts meeting the following criteria:

- 1) Annual Contract amount is less than \$100,000 or renewal of an existing service; and
- 2) Service requested is within the Authority's tri-county area, and

Whereas, technical services contracts that do not meet the defined criteria above will continue to be brought to the board for review by individual resolution.

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country does hereby authorize the replacement of individual board resolutions with a Technical Services Summary Report in a format consistent with that provided as Appendix A.**

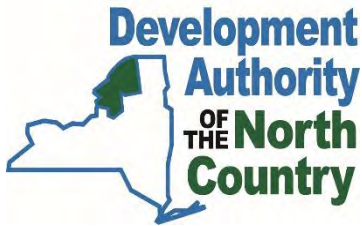
## APPENDIX A

Development Authority of the North Country  
 Board Contract Summary  
 DATE

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
60	Town of Diana	TS	AMENDMENT NO. 2 FOR WATER SYSTEM ASSESSMENT	\$ 9,500.00	\$ 20,500.00	\$ 30,000.00	3/25/2021	3/31/2022	Lewis

**Contract Types**

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



**Board Resolution No. 2021-03-64**  
**March 25, 2021**

**GEOGRAPHIC INFORMATION SYSTEMS AGREEMENTS**  
**FYE22 FEE BASIS**

Whereas, the Development Authority of the North Country has been providing Geographic Information Systems (GIS) services to multiple municipalities since 2011 in conjunction with previously authorized service agreements, and

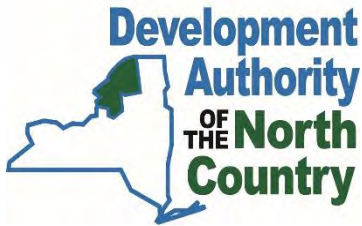
Whereas, these services are provided in conjunction with Water Quality Operation and Maintenance or Management Services agreements; or through individual GIS agreements, and

Whereas, the Authority periodically evaluates the cost to deliver these services and adjusts its fees accordingly, and this resolution will supersede prior resolutions **No. 2020-08-93** and **No. 2013-05-01**, and

Whereas, GIS service contracts are based on the needs of the customer and could include data development, field work, map development/cartography services, GIS software support services, and/or data hosting services on the Internet Mapping Application; and is based on the type of GIS service requested, staff time to deliver services, and the amount and type of data that the Authority is hosting, and will vary by customer.

Now, therefore, be it

**RESOLVED**, that the **Development Authority of the North Country** does hereby authorize the **Executive Director** to negotiate the terms and conditions of **GIS Services Agreements** if in the best interest of the Authority and to execute such agreements. Such **GIS Agreements** will be reported to the Board in the **Technical Services Summary Report** as authorized pursuant to resolution 2021-03-63.



**Board Resolution No. 2021-03-65**  
**March 25, 2021**

**SCADA SERVICES AGREEMENT**  
**VILLAGE OF HEUVELTON**  
**NYS RTE 812 SEWER CORRIDOR AND TREATMENT PLANT CONSOLIDATION**

Whereas, pursuant to **Resolution No. 2019-09-105**, the Development Authority of the North Country provides Operation & Maintenance services for the Village's Water and Sewer systems, and

Whereas, the Authority has designed, installed, and maintained the Village's existing SCADA (Supervisory Control and Data Acquisition) system, and

Whereas, the Village is desirous of receiving SCADA services in conjunction with their NYS RTE 812 Sewer Corridor and Treatment Plant Consolidation, and

Whereas, the total cost to deliver these services shall not exceed \$100,000.

Now, therefore, be it

**RESOLVED**, that the **SCADA Services Agreement**, by and between the Authority and the Village of Heuvelton, for a total not to exceed contract amount of **\$100,000**, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
SCADA SERVICES AGREEMENT FOR  
NYS RTE 812 SEWER CORRIDOR AND TREATMENT PLANT CONSOLIDATION

WITH THE

VILLAGE OF HEUVELTON

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

VILLAGE OF HEUVELTON, a municipal corporation of the State of New York having an office building and principal place of business located at 51 State Street, Heuvelton, New York 13652, 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 completed a preliminary engineering report and is currently finalizing the design for a project to install a sewer pipeline to the City of Ogdensburg Wastewater Treatment Plant (WWTP) and closure of the Village WWTP.
- B. The Village is pursuing USDA Rural Development, NYS Environmental Facilities Corporation, and other agency funding.
- C. The Village has requested Supervisory Control and Data Acquisition (SCADA) services for their sewer corridor project. At its board meeting held on \_\_\_\_\_, 2021 the Board selected the Authority to provide SCADA services. 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 to be performed by the Authority consists of the purchase, construction, programming and integration of SCADA equipment and software in the new pump station, chemical feed building and existing WWTP office as follows:
  - A. Purchase materials and construct the Pump Station Control Panel (PLC-PSCP) to include Bristol Babcock Remote Terminal Unit (RTU), fiber communications switch, power supply, battery backup and 10-inch Red

Lion Human Machine Interface (HMI) display. Configuration and programming of RTU and HMI will also be done in accordance with EDR specifications and drawings. Mounting of panel at the site and installation of conduit and wiring to the panel will be done by others. The Authority will terminate wires inside the panel to the RTU.

- B. Purchase materials and construct the Chemical Feed Station Control Panel (PLC-CHEM) to include Bristol Babcock RTU, fiber communications switch, power supply, battery backup and 10-inch Red Lion HMI display. Configuration and programming of RTU and HMI will also be done in accordance with EDR specifications and drawings. Mounting of panel at the site and installation of conduit and wiring to the panel will be done by others. The Authority will terminate wires inside the panel to the RTU.
  - C. Purchase materials and construct the Chemical Fill Station Alarm Panel (FSAP) to include power supply, battery backup, audible and visual alarm indicators and two tank level displays. Configuration and programming of level displays and alarms will also be done in accordance with EDR specifications and drawings. Mounting of panel at the site and installation of conduit and wiring to the panel will be done by others. The Authority will terminate wires inside the panel.
  - D. Purchase materials to upgrade and improve existing SCADA system to include new server and software to collect real-time and historical data as well as communicate alarm information to personal. Configuration and programming of server and software will also be done. This will include integration of existing sewer pump stations and water supply system that is not part of current project.
  - E. Modify existing Lab RTU Control Panel to incorporate a fiber communications switch and eliminate unused I/O wiring as a result of existing WWTP demolition. Modify RTU programming to eliminate communications with the Blower and Headwork RTU interface of existing WWTP. Program interfaces to new PLC-PSCP and PLC-CHEM RTUs.
2. The Village 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 \$100,000. 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 Village elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Engineering Director	\$132	NA
Assistant Director of Engineering	\$85	NA
GIS Supervisor	\$85	NA
Controls Engineer II	\$85	NA
Controls Engineer Trainee	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA

3. 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.
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 HEUVELTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Barbara Lashua  
Mayor

ACKNOWLEDGEMENTS

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

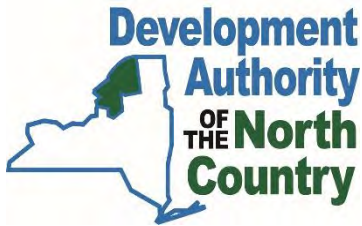
On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came Barbara Lashua, who being duly sworn, did dispose and says that she resides in Heuvelton, New York; that she is the mayor of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 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. 2021-03-66**  
**March 25, 2021**

**TECHNICAL SERVICES AGREEMENT  
TOWN OF ALEXANDRIA  
ZAMBONI STATE AND MUNICIPAL FACILITIES PROGRAM  
GRANT ADMINISTRATION**

Whereas, pursuant to **Resolution No. 2019-09-92** project management and grant administration services for their Downtown Streetscape Improvements Project, and

Whereas, pursuant to **Resolution No. 2019-10-111** the Development Authority of the North Country is providing grant administration services for the Town of Alexandria State and Municipal Facilities Program (SAM) Grant to purchase replacement grinder pumps, and

Whereas, the Town requested additional technical services from the Authority to provide grant administration services to purchase a new ice resurfacer, more commonly known as a Zamboni, and

Whereas, the Town was awarded a \$100,000 grant from SAM to purchase a replacement ice resurfacer, and

Whereas, the Agreement is for an amount not to exceed \$7,000.

Now, therefore be it

**RESOLVED**, that the **Technical Services Agreement**, by and between the Authority and the Town of Alexandria, for a total not to exceed contract amount of **\$7,000**, 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  
ZAMBONI STATE AND MUNICIPAL FACILITIES PROGRAM GRANT ADMINISTRATION**

**WITH**

**TOWN OF ALEXANDRIA**

This Agreement entered into this 24 day of February 2021, by and between:

**TOWN OF ALEXANDRIA (TOWN)**, a municipal corporation in the State of New York having an office building and principal place of business located at 4632 County Route 1, Alexandria Bay, New York 13607, herein after referred to "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 Town is seeking to purchase a new ice resurfacer, more commonly known as a Zamboni, to replace their existing unit that is past its useful life. The Grantee was awarded a \$100,000 grant from the State and Municipal Facilities Program (SAM) to purchase a replacement ice resurfacer.
- B. The Authority is currently under contract to provide grant administration services for the Town's SAM Grant #19215 to purchase replacement grinder pumps.
- C. The Grantee has requested the Authority provide technical services for the administration of SAM grant #12974 for its Project. At its Board meeting held on 02/24, 2021, the Board selected 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. The scope of services that will be performed by the Authority consists of the follows:

- Preliminary Application: Ensure that the preliminary application is completed and formally submitted to the Dormitory Authority of the State of New York (DASNY).
- Procurement Assistance: Provide guidance to grantee on procuring new ice resurfacers in accordance with local and state procurement policy.
- 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 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 \$7,000. 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

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Engineering Manager	\$132	NA
Assistant Director of Engineering	\$85	NA
Project Engineer	\$85	NA
Controls 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.  
Title: Executive Director

**TOWN OF ALEXANDRIA**

By:  \_\_\_\_\_

Brent Sweet  
Title: Supervisor

ACKNOWLEDGEMENTS

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

On this 25 day of FEBRUARY, 2021, before me personally came Brent Sweet, who being duly sworn, did dispose and says that he resides in ALEXANDRIA BAY, New York; that he is the dually authorized representative of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

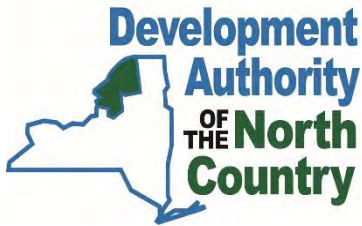
JESSICA L. HUDON  
Notary Public, State of New York  
No. 01HU6220377  
Qualified in Jefferson County  
My Commission Expires April 12, 22

*Jessica Hudon*  
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. 2021-03-67**  
**March 25, 2021**

**TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 2**  
**TOWN OF DIANA**  
**WATER SYSTEM ASSESSMENT PROJECT**

Whereas, pursuant to **Resolution No. 2019-02-13**, the Development Authority of the North Country (Authority) and the Town of Diana (Town) entered into an Agreement dated February 12, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a request for proposal and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Town's Water System Improvement Project, and

Whereas, pursuant to **Resolution No. 2020-03-40**, the Authority entered into Amendment 1 dated March 10, 2020 to expand the Authority's scope of services to include project management and fiscal coordination task for the preliminary engineering design phase of the project, resulting in additional expenses of \$4,000, bringing the not to exceed amount of the contract to \$9,500, and

Whereas, the Town has completed a Preliminary Engineering Report, has passed a Bond Resolution and completed SEQR; and is pursuing state funding to minimize user fees to complete the necessary infrastructure improvements, and

Whereas, the Town has requested the Authority to provide project management and fiscal coordination task related to the design phase of the project. As the exact extent of the construction schedule is not yet defined, construction phase services are not included in the Authority's scope of work at this time and would be authorized per a separate amendment. These additional requested services will increase the Authority's level of effort resulting in additional expenses of \$20,500, bringing the not to exceed amount of the contract to \$30,000.

Now, therefore be it

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

**AMENDMENT NO. 2  
TO TECHNICAL SERVICES AGREEMENT FOR WATER SYSTEM ASSESSMENT BETWEEN  
TOWN OF DIANA  
AND  
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and the Town of Diana (Town) entered into an Agreement dated February 12, 2019 for an amount not to exceed \$5,500 to preform services related to the development of a request for proposal and facilitation of selection process for an engineer to prepare a preliminary engineering report pertaining to the Town’s Water System Improvement Project. These services are detailed in Section 1 of the original agreement; and

WHEREAS, The Town authorized Amendment 1 on March 10, 2020 to expand the Authority’s scope of services to include project management and fiscal coordination task for the preliminary engineering design phase of the project for an additional expense of \$4,000, and

WHEREAS, The Town has completed a final Preliminary Engineering Report (Water System Assessment, June 2020), has passed a Bond Resolution and completed SEQR; and is pursuing state funding to minimize user fees to complete the necessary infrastructure improvements, and

WHEREAS, The Town has requested the Authority to provide project management and fiscal coordination tasks related to the design phase of the project. As the exact extent of the construction schedule is not yet defined, construction phase services are not included in the Authority’s scope of work at this time and would be authorized per a separate amendment, and

WHEREAS, this additional work will increase the Authority’s level of effort, resulting in additional expenses of \$20,500, bringing the not to exceed amount of the contract to \$30,000.

NOW, THEREFORE, the Authority and the Town agree to amend the agreement to \$30,000.

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

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

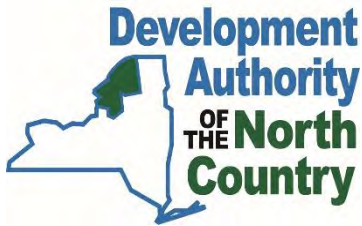
**TOWN OF DIANA**

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

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

Carl E. Farone, Jr.  
Title: Executive Director

David Parow  
Title: Town Supervisor



**Board Resolution No. 2021-03-68**  
**March 25, 2021**

**TECHNICAL SERVICES AGREEMENT AMENDMENT NO. 4**  
**VILLAGE OF MALONE**  
**PUBLIC WORKS FACILITY**

Whereas, pursuant to **Resolution No. 2018-06-83**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated June 25, 2018 for an amount not to exceed \$12,000 to provide Technical Assistance and Project Management tasks related to the construction of a new Department of Public Works Facility, and

Whereas, pursuant to **Resolution No. 2019-02-10**, the Authority entered into Amendment 1 dated February 25, 2019 as substantially completion date was extended to March 31<sup>st</sup>, 2019, resulting in additional expenses of \$5,000, bringing the not to exceed amount of the contract to \$17,000, and

Whereas, pursuant to **Resolution No. 2020-02-07**, the Authority entered into Amendment 2 dated January 21, 2020 as a result of a scope change that involved evaluating an alternative project design to be located at the Wastewater Treatment Plant property located on Lane Street, resulting in additional expenses of \$3,500, bringing the not to exceed amount of the contract to \$20,500, and

Whereas, pursuant to **Resolution No. 2020-05-56**, the Authority entered into Amendment 3 dated May 28, 2020 for additional services to include grant administration, maintaining project budgets, submittal of disbursement requests, compiling and submitting MWBE reports, and coordination between all involved parties through the current estimated project completion of June 30, 2022; resulting in additional expenses of \$39,500, bringing the not to exceed amount of the contract to \$60,000, and

Whereas, due to projected delays in material delivery that were identified during the bidding process, the construction phase of the project will be extended an additional 3 months, resulting in additional expenses of \$7,500, bringing the not to exceed amount of the contract to \$67,500.

Now, therefore, be it

**RESOLVED**, that the Technical Services Agreement Amendment No. 4, 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.

**AMENDMENT 4**  
**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**  
**TECHNICAL SERVICES AGREEMENT**  
**PUBLIC WORKS PROJECT**

**WITH THE**  
**VILLAGE OF MALONE**

WHEREAS, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated June 25, 2018 for an amount not to exceed \$12,000 to provide Phase 1 tasks to include: project coordination, development of a request for proposal and retention of an architectural firm, report on project status, and assisting the Village with the development of funding strategy and completion of funding applications; and

WHEREAS, the project delays, and additional requested services increased the Authority's level of effort resulting in additional expenses of \$5,000 in accordance with Amendment No. 1 approved on February 25, 2019, and

WHEREAS, the continued project delays, and additional requested services increased the Authority's level of effort resulting in additional expenses of \$3,500 in accordance with Amendment No. 2, approved January 21, 2020, and

WHEREAS, the Phase 2 services listed in the original Agreement dated June 25, 2018 to include grant administration, maintaining project budgets, submittal of disbursement requests, compiling and submitting MWBE reports, and coordination between involved parties through the current estimated project completion of June 30, 2022 for design, bidding and construction phase of this project will result in additional expenses of \$39,500 in accordance with Amendment No. 3, approved May 28, 2020, and

WHEREAS, due to projected delays in material delivery that were identified during the bidding process, the construction phase of the project will be extended an additional 3 months, resulting in additional expenses of \$7,500, bringing the not to exceed amount of the contract to \$67,500.

NOW, THEREFORE, the Authority and the Village agree to amend this agreement to \$67,500.

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 MALONE**

By: \_\_\_\_\_

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

Andrea Dumas  
Mayor

**Development Authority of the North Country  
Board Contract Summary  
March 25, 2021**

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
44	Town of Parishville	O&M	OPERATIONS & MAINTENANCE SERVICE AGREEMENT WATER DISTRICT	\$ -	\$ 17,500.00		4/1/2021	3/31/2022	St. Lawrence
60	Town of Alexandria	TS	ZAMBONI STATE AND MUNICIPAL FACILITIES PROGRAM GRANT ADMINISTRATION	\$ -	\$ 7,000.00	\$ 7,000.00	3/25/2021	3/31/2022	Jefferson
60	Town of Diana	TS	AMENDMENT NO. 2 FOR WATER SYSTEM ASSESSMENT	\$ 9,500.00	\$ 20,500.00	\$ 30,000.00	3/25/2021	3/31/2022	Lewis
60	Village of Malone	TS	AMENDMENT NO. 4 FOR PUBLIC WORKS FACILITY PROJECT	\$ 60,000.00	\$ 7,500.00	\$ 67,500.00	3/25/2021	6/30/2022	Franklin
60	Village of Heuvelton	SCADA	NYS RTE 812 SEWER CORRIDOR AND TREATMENT PLANT CONSOLIDATION	\$ -	\$ 100,000.00	\$ 100,000.00	3/25/2021	12/31/2022	St. Lawrence

**Contract Types**

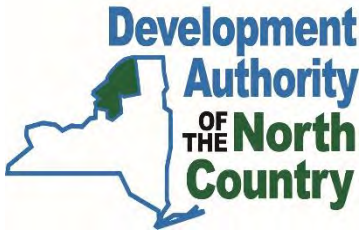
TS -Technical Services

GIS - GIS Services

SCADA - SCADA Services

MS - WQ Management Services

O&M - WQ Operations & Maintenance



**Board Resolution No. 2021-03-69**  
**March 25, 2021**

**OPERATIONS AND MAINTENANCE SERVICE AGREEMENT  
TOWN OF PARISHVILLE  
WATER DISTRICT**

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

Whereas, the Town of Parishville desires to enter into a new one (1) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of \$17,500, 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 Town of Parishville, 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 PARISHVILLE**

This sets forth the Operation and Maintenance Service Agreement made effective \_\_\_\_\_, 2021, by and between the Town of Parishville ("Town"), a New York municipal corporation with offices at 1772 State Highway 72, Parishville, New York 13676 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 1<sup>st</sup> of any year and ending with December 31<sup>st</sup> of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1<sup>st</sup> of any year ending with March 31<sup>st</sup> 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 Parishville", a municipal corporation with offices at 1772 State Highway 72, Parishville, New York 13676 (herein referred to as "Town of Parishville" 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:

Water Supply, Storage, and Distribution System

- Liquid Chlorine Injection Pump
- Primary Well Supply Pump
- System Flow Meter
- Water Storage Tank
- Approximately 49 Hydrants
- Approximately 39 System Valves
- Distribution 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 certified 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) The Town will make required checks and take required samples on Saturdays, Sundays, and all holidays observed by the Authority. Work performed by Town staff will be under the direction of the Authority Operator.
- 5) 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
<u>Daily Tasks</u> <ul style="list-style-type: none"><li>- Visual inspection of the water system facilities; examine the primary well pump, check liquid chlorine injection pump and piping for proper operation, check piping for leaks</li><li>- Record daily water flow through meter</li><li>- Record chlorine usage; mix/re-fill as required</li><li>- Record chlorine residual tests within the distribution system, as required by the NYS Department of Health</li><li>- Check water storage tank operation</li><li>- General housekeeping of treatment plant</li></ul>
<u>Monthly Tasks</u> <ul style="list-style-type: none"><li>- Perform all manufacturer recommended preventative maintenance on mechanical equipment</li></ul>
<u>Quarterly Tasks</u> <ul style="list-style-type: none"><li>- Perform all manufacturer recommended preventative maintenance on mechanical equipment</li></ul>
<u>Annual Tasks</u> <ul style="list-style-type: none"><li>- <b>Perform recommended manufacturer's maintenance on chemical feed pump: chemically clean</b> injection system; rebuild pump components as required</li><li>- Exercise water transmission system valves</li><li>- Flush hydrants</li><li>- 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)</li><li>- Check/verify alarm set points and proper operation</li></ul>
<u>Sampling/Reporting</u> <ul style="list-style-type: none"><li>- Collect and submit to the testing laboratory random distribution sample(s) for total coliform, as required by the NYS Department of Health</li><li>- Prepare and distribute a monthly DOH Report</li><li>- Collect and submit for testing other water samples required by the DOH</li><li>- Prepare an Annual Water Quality Report</li><li>- Prepare and submit Annual Water Quality Certification Form</li></ul>

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 **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 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 public portal 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 backup 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 one (1) year and eight (8) days commencing April 1, 2021, and ending March 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.

<b>Year</b>	<b>Period</b>	<b>Base DANC Cost</b>
1	4/1/21 – 3/31/22	\$17,500

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.

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
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.

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.

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 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 PARISHVILLE**

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

By: \_\_\_\_\_  
**Rodney Votra**  
**Town Supervisor**

By: \_\_\_\_\_  
**Carl E. Farone**  
**Executive Director**

**DRAFT**

## CITY OF OGDENSBURG, NEW YORK

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CITY HALL • 330 FORD STREET • OGDENSBURG, NY 13669



Office of City Manager Stephen Jellie  
[sjellie@ogdensburg.org](mailto:sjellie@ogdensburg.org)  
315-393-6100

March 1, 2021

Development Authority of the North Country  
Attn: Carl Farone, Executive Director  
Dulles State Office Building  
317 Washington Street, Suite 414  
Watertown, NY 13601

Dear Carl,

Please accept this letter and attached statement of work as the City of Ogdensburg's formal request to negotiate an Inter-Municipal Agreement with the Development Authority of the North Country. It is my sincere belief that a partnership between our entities will significantly reduce costs for services, create efficiencies in work effort and remove redundancy.

Please see attached statement of work that I propose we use as the beginning point for crafting a comprehensive agreement that will include all significant areas of management, labor and support for this initiative. The attached statement of work is not intended to be all encompassing as I am certain that through collective discussion and revision, we will develop a final product that can be used for accurate cost estimation.

The City of Ogdensburg is grateful for all DANC does presently to support our city, and we look forward to furthering that relationship as we find ways to run the city more efficiently. City Council is working diligently each day to ensure the survival of the city, while working equally as hard to begin the revival of the city and we look forward to your support.

Sincerely,

  
Stephen P. Jellie  
City Manager

SJ/caj  
Enclosure

**STATEMENT OF WORK**  
**For the**  
**CITY OF OGDENSBURG, NEW YORK**  
**OPERATIONS & MAINTENANCE**  
**of**  
**WATER TREATMENT PLANT AND FACILITIES**  
**WASTEWATER TREATMENT PLANT AND FACILITIES**

The following statement of work shall constitute the critical, priority and routine level tasks associated with execution of the services requested for proposal by the City of Ogdensburg, New York.

**1. Service Task #1 – Water Treatment and Supply Operations**

Tasks specific to this task include but are not limited to:

- a. Contractor will furnish all personnel labor, vehicles and personal equipment to effectively, efficiently and economically operate the City of Ogdensburg's Water Treatment and Supply System in accordance with all law, regulations, directives, instructions and standards of the State of New York and the City of Ogdensburg to include providing at least one licensed 1A Water Treatment Plant Operator.
- b. Converting raw water into drinking water while IAW with state, federal, and local law.
- c. Water sampling and testing IAW federal, state and local regulations.
- d. Plant equipment maintenance and inspections at all water treatment facilities IAW with current industry standards and regulatory agency requirements.
- e. Meter installation and repair IAW current industry standards and regulatory agency requirements.
- f. Building and Grounds Maintenance at all water treatment facilities IAW with current industry standards and regulatory agency requirements.
- g. Facilitating and maintaining records and certifications of all chemical and water storage tanks IAW with current industry standards and regulatory agency requirements.
- h. Facilitating and maintaining records and certifications of all safety equipment.
- i. Slow sand filter maintenance.

## **2. Service Task #2 – Wastewater Treatment Plant / Sewer Pump Station Operations**

Tasks specific to this task include but are not limited to:

- a. Contractor will furnish all personnel labor, vehicles and equipment to effectively, efficiently and economically operate the City of Ogdensburg's Waste Water Treatment Plant and Sewer Pump Stations in accordance with all law, regulations, directives, instructions and standards of the State of New York and the City of Ogdensburg to include providing at least one licensed 4A Waste Water Treatment Plant Operator.
- b. Converting waste water into treated effluent IAW federal, state and local regulations.
- c. Sampling and testing IAW federal, state and local regulations.
- d. Plant equipment maintenance and inspections at all Waste Water Treatment Facilities IAW current industry standards and regulatory agency requirements.
- e. Building and Grounds Maintenance at all Waste Water Treatment Facilities IAW current industry standards and regulatory agency requirements.
- f. Facilitating and maintaining records and certifications of all chemical and waste water storage tanks IAW current industry standards and regulatory agency requirements.
- g. Facilitating and maintaining records and certifications of all safety equipment IAW current industry standards and regulatory agency requirements.
- h. CSO and system maintenance IAW current industry standards and regulatory agency requirements.

### **3. Service Task #3 – Management Services**

Tasks specific to this task include but are not limited to:

- a. Contractor will furnish all personnel labor, vehicles and equipment to effectively, efficiently and economically manage the City of Ogdensburg’s Waste Water Treatment Plant and Sewer Pump Stations in accordance with all law, regulations, directives, instructions and standards of the State of New York and the City of Ogdensburg to include providing at least one licensed 4A Waste Water Treatment Plant Operator.
- b. All tasks and functions listed in the current IMA between the City and DANC for management services.

### **4. Service Task #4 – GIS Hosting**

Tasks specific to this task include but are not limited to:

Contractor will furnish services and equipment as listed in the current IMA between the City and DANC for GIS Hosting and IT Support.

### **5. Service Task #4 – Engineering Support / Studies**

Tasks specific to this task include but are not limited to:

Contractor will furnish engineering level assessment, studies and evaluations of critical systems, components and processes of the water treatment system, the wastewater treatment system and storm water drainage system as requested by the City of Ogdensburg, and as needed during the duration of this contract. These requests will be sent to the contractor in the form of a request for quote as a “piggyback” to this contract. Contractor and the City will negotiate and agree in writing to the final price for the requested work.



**AUTHORITY BOARD MEETING DATES  
Fiscal Year 2021-2022**

May 20, 2021

June 24, 2021  
(Required for Audit Approval)

August 26, 2021

October 28, 2021  
(Board Meeting / Strategic Planning)

December 16, 2021

February 10, 2022  
(*Budget Work Session*)

February 24, 2022

March 24, 2022  
(Annual Meeting)

**Please mark these dates on your calendar.  
Your presence is essential for a quorum to conduct business.**