



MEETING NOTICE

**Thursday, October 24, 2024
Warneck Pump Station
23557 NYS Rt. 37
Watertown, New York**

**James W. Wright Conference Room
& Zoom Videoconference**

Board of Directors – 10:30 AM

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

Dial In Number: 1-646-876-9923 Meeting ID: 843 6940 2247 Passcode: 300829

<https://us02web.zoom.us/j/84369402247?pwd=Fb0v1ukzGWRsRpHLy83ttXP65sGGa6.1>

Board Member Bibbins will be participating via Zoom at:
50 Wolf Road, Albany New York 12205

Board Member McGrath will be participating via Zoom at:
151 North Franklin Street, Suite 2500, Chicago, IL 60606

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



AGENDA
BOARD OF DIRECTORS MEETING
Thursday, October 24, 2024 – 10:30 AM
Warneck Pump Station
23557 NYS Rt. 37
Watertown, New York

1. Call to Order
2. Call the Roll
3. Privilege of the Floor
4. Approve the Minutes of September 26, 2024 Board Meeting
5. Chairperson's Report
6. Executive Director's Report
7. Finance Report – Chief Financial Officer
Approving Financials for the month ending August 31, 2024
8. Technical Services Summary Report
9. Engineering –
 - a. Resolution No. 2024-10-73, Technical Services Amendment No. 1, Paul Smith's College of Arts & Sciences, Water & Wastewater Infrastructure Improvements
 - b. Resolution No. 2024-10-74, Technical Services Amendment No. 1, Village of Malone, Water System Improvements Project
10. Materials Management –
 - a. Resolution No. 2024-10-75, Solid Waste Operating Permit Rules & Requirements Policy, Materials Management Facility, Revision
11. Water Quality –
 - a. Resolution No. 2024-10-76, Amendment No. 2, Water Service Agreement, Town of Champion
12. Regional Development –

- a. Loan Report -
- b. Resolution No. 2024-10-77, Economic Development Fund, Jefferson County Historical Society, Loan Extension
- c. Resolution No. 2024-10-78, Technical Services Agreement, Town of Tupper Lake

13. Executive Session– for the purpose of:

- a. Discussion regarding the employment history of a particular person or matters leading to the appointment or employment of a particular person.
- b. Discussion regarding proposed, pending or current litigation.

14. Next Board Meeting– December 19, 2024

15. Adjourn



MINUTES
BOARD OF DIRECTORS MEETING
Thursday, September 26, 2024 – 10:30 AM
Warneck Pump Station
James W. Wright Conference Room
23557 NYS Rt. 37, Watertown, New York

The Development Authority of the North Country Board of Directors met in regular session in person and via Zoom Videoconference at the Warneck Pump Station, 23557 NYS Rt. 37, Watertown, New York on Thursday, September 26, 2024 at 10:30 AM.

Members Present

Voting

Margaret Murray, Chairperson *
Mary Doheny
Alex MacKinnon
Dennis Mastascusa *
Kenneth Bibbins *
Mark Hall
Thomas Hefferon
Eric Virkler

Non-Voting

Steve Hunt
Brian McGrath *

Members Absent

Nancy Henry

*Attended via videoconferencing.

Staff Present:

Carl Farone, Executive Director
Jennifer Staples, Chief Financial Officer
Carrie Tuttle, Chief Operating Officer
Stephen Bohmer, Director of Information Technology
Dawn Caccavo, Comptroller
Michelle Capone, Director of Regional Development
Thomas Haynes, Director of Engineering
Jacqueline LeClair, Assistant Director of Telecommunications
Laurie Marr, Director of Communications and Public Affairs
Brian Nutting, Director of Water Quality
Regina Rybka-Lagattuta, Director of Human Resources
Shawn Thornton, Director of Materials Management
David Wolf, Director of Telecommunications
Angela Marra, Executive Assistant
Tonya Watson, Administrative Associate

Guests:

Jennifer Granzow, Counsel, Wladis Law Firm
Tim Hunt, Lewis County Manager

1. Vice Chairperson Doheny called the meeting to order at 10:30 AM.

2. Vice Chairperson Doheny requested a roll call.

- A quorum of voting and non-voting members was established.

3. Privilege of the Floor -

C. Farone noted that the newly appointed Lewis County Manager, Tim Hunt, is joining us today.

M. Doheny stated that the meeting will move quickly through the resolutions today because we have some Board members who will need to leave by a certain time.

4. Upon a motion by T. Hefferon and seconded by A. MacKinnon, the minutes from the August 22, 2024 Board Meeting were unanimously approved.

5. Chairperson's Report

a. The next meeting will be October 24 at 10:30 AM at the Warneck Pump Station.

b. The Strategic Plan will be shared at the end of today's meeting and lunch will be provided.

c. The meeting will run out of order to accommodate Board Members with other obligations today.

6. Governance –

a. Resolution No. 2024-09-63, approves the Travel and Miscellaneous Policy as attached and incorporated in the resolution.

Upon a motion by M. Hall and seconded by E. Virkler, Resolution No. 2024-09-63, Approving Modifications to Travel and Miscellaneous Expense Policy, was unanimously approved.

7. Technical Services Summary Report –

a. Non-Lewis County Contracts –

I. Town of Rutland, TSA, Amendment No. 1 Water Rate Study Implementation, Total Agreement Amount of \$13,500.00, 10/01/24 – 4/25/25, Jefferson County

II. Paul Smith's College, TSA, NBRC Forest Economy Program Grant Administration, Total Agreement Amount of \$20,00.00, 10/01/24 – 9/30/27, Franklin County

III. Village of Tupper Lake, GIS, GIS Web-Based Hosting Services Agreement, Total Agreement Amount \$8,700.00, 6/1/24 – 5/31/30, Franklin County

- IV. Village of Norwood, GIS, GIS Web-Based Hosting Services Agreement, Total Agreement Amount \$4,600.00, 6/1/24 – 5/31/30, St. Lawrence County
- V. Town of Chateaugay, GIS, GIS Web-Based Hosting Services Agreement, Total Agreement Amount \$4,600.00, 6/1/24 – 12/31/29, Franklin County

Upon a motion by M. Hall, and seconded by A. MacKinnon, Board Contract Summary Table items numbered I through V for the month of September were unanimously approved.

8. Materials Management –

- a. Resolution No. 2024-09-64, amends the Materials Management Capital Budget as listed within the resolution.

Upon a motion by T. Hefferon and seconded by A. MacKinnon, Resolution No. 2024-09-64, Capital Budget Amendment, Materials Management Division, Natural Resources Management, was unanimously approved.

9. Telecommunications –

- a. Resolution No. 2024-09-65, authorizes the Executive Director to enter into a Memorandum of Understanding with Lewis County which shall include the following provisions; 1) the Development Authority of the North Country shall construct, own and operate approximately 1.6 miles of fiber optic facilities to Elijah Lake, and 2) Lewis County shall reimburse the Development Authority of the North Country for up to \$50,000 in project costs. Furthermore, upon execution of the Memorandum of Understanding, the Development Authority of the North Country does hereby authorize the Chief Financial Officer to establish a Telecommunications Division Capital Project, “Lewis County Elijah Lake Road Extension”, in the amount of \$50,000.

Upon a motion by T. Hefferon and seconded by M. Hall, Resolution No. 2024-09-65, Capital Project Authorization, Telecommunications Division, Lewis County Elijah Lake Road Extension, was approved. E. Virkler abstained from the vote.

10. Water Quality –

- a. Resolution No. 2024-09-66, amends the FY 2025 Army Sewer Line Budget as listed within the resolution.

Upon a motion by M. Hall and seconded by T. Hefferon, Resolution No. 2024-09-66, Fiscal Year 2025 Operating Budget Amendment, Army Sewer Line, was unanimously approved.

A. MacKinnon shared an observation that the Authority budgets are close, and there are times when unforeseen situations come up and there always seems to be available funds to offset those costs. This is important when dealing with the unpredictable scenarios such as garbage and sewage. This resolution is a good example of these funds being used to take care of an unforeseen situation where there is no choice but to fix them and no time to apply for funding.

- b. Resolution No. 2024-09-67, authorizes and directs the Executive Director to enter into the amended Sewer Service Agreements with the Town of LeRay, Town of Pamela, and Route 3 Sewer Board as attached to the resolution.

Upon a motion by E. Virkler and seconded by A. MacKinnon, Resolution No. 2024-09-67, Sewer Service Agreements, Army Sewer Line, Amendments, was unanimously approved.

- c. Resolution No. 2024-09-68, authorizes and directs the Executive Director to enter into the attached amended Water Service Agreements with the Towns of Champion, LeRay, and Pamela.

Upon a motion by M. Hall and seconded by E. Virkler, Resolution No. 2024-09-68, Water Service Agreements, Army Water Line, Amendments, was unanimously approved.

M. Hall asked if there has been any resistance from these towns to move the contracts out for a longer period. C. Tuttle responded no, and further explained that the Town of Pamela is doing their own capital project and are also receiving financing through EFC and they are being given the same requirements so they understand the process.

M. Doheny asked if they need it to be matching the maturity. C. Tuttle responded that the Pamela project is lining up with the Authority's project so this term will be long enough to cover the extension needed by us both. She further explained that future projects within the communities may result in them coming back to the Authority and asking for future amendments. C. Farone stated that our intent is to pay this debt off in 10 years, but because we are getting 0% financing, we are going to go the 30 years and Fort Drum has agreed to that. He further explained that Fort Drum is not included on this list because our contract with them extends beyond 2055.

11. Regional Development –

a. Loan Report –

M. Capone reported that DGGL Properties, the entity that took over the former 801 project in Gouverneur and the Bateman project in Lowville, has completed their project and obtained the occupancy requirements needed by the investor and has closed on their permanent financing. We did advance the total of \$1 million to them and rolled in the Bateman loans that were on our books for 30+ years and are now receiving .5% interest annually for 30 years.

Other projects to note in terms of status;

Windwater is a tourism loan that is three months past due and traditionally run past due. They are currently trying to sell the property.

Eastern Resort Management is two months past due and we will discuss in more detail in a resolution.

Under the North Country Economic Development Funds, the funds that we administer for the New York Power Authority, there are two past due loans that have been discussed with this board. One is Canexus that is two months past due and awaiting the release of funding from the Canadian Government to pay that loan down. The other is Johnson Newspaper Corporation, who did make a payment in August, however we are going to schedule a meeting to see what we can do to work with them.

All other loans are being paid as agreed.

B. McGrath asked if there is an uptick in delinquencies from the last report. M. Capone responded this is happening more and she believes this may be because the ARP money and the Payroll Protection Funds are no longer available. She also stated that some of the seasonal businesses are being sold resulting in more projects looking for debt assumptions, including an upcoming resolution.

- b. Resolution No. 2024-09-69, authorizes the Executive Director or Chief Financial Officer to execute a HOME contract with Neighbors of Watertown Inc. for \$1 million based upon the award made by the North Country HOME Consortium Administrative Board.

Upon a motion by T. Hefferon and seconded by M. Hall, Resolution No. 2024-09-69, HOME-ARP, Neighbors of Watertown, Inc., Award Modification, was unanimously approved.

- c. Resolution No. 2024-09-70, approves for Eastern Resort Management LLC interest-only payments for July 1, 2024 through December 1, 2024, with all other terms and conditions remaining the same.

M. Capone stated that the property owner contacted her a month ago to let her know they are running behind but intend to get caught up when the seasonal business starts back up. A year ago, they did have a tornado that caused significant damage to the facility and they never asked for help during that moratorium on payments and they continued to pay. They also didn't reach out during the poor winter weather last year. M. Capone further commented that when we see an uptick in these situations, we want to work with them early to help keep them from falling behind while having a workout situation. M. Capone stated it is her recommendation to give them six months of interest only, retroactive to July 1 through December 1, and then begin regular principal and interest payments again January 1.

B. McGrath asked what the interest rate is on this loan. M. Capone reviewed the attached term sheet and stated this is a 1% loan.

B. McGrath asked if they would be paying less than \$2,000 per month now. M. Capone stated that they would be paying \$100 interest, which allows them to keep the loan current and utilize the cash to open the business this winter.

B. McGrath asked if we know what funds they may have sitting in escrow from insurance proceeds for the tornado damage. M. Capone stated this is a very good question and she will ask.

M. Doheny asked if B. McGrath was requesting the resolution to be tabled at this time. B. McGrath asked if there was a way we could provisionally approve this resolution without slowing the process, subject to the confirmation of funds. He further stated if there are escrowed funds, this is important information for us to know given the size of the loan. M. Capone agreed and will contact them to ask the question.

M. Doheny asked if we have a lien in place. M. Capone responded that we do. M. Doheny clarified that B. McGrath would like the diligence question answered. B. McGrath replied that is correct and that he is fine with this resolution provided they are not sitting on this cash while we allow them to invest that cash rather than use it for their ongoing concern. M. Capone agreed while being hesitant because they never contacted her to sign off on a check.

Upon a motion by E. Virkler and seconded by T. Hefferon, Resolution No. 2024-09-70, North Country Regional Tourism Transformational Revolving Loan Fund, Eastern Resort Management LLC, Loan Modification, was unanimously approved.

- d. Resolution No. 2024-09-71, approves for Turin Highland Lodge LLC interest-only payments for October 1, 2024 through December 1, 2024, with all other terms and conditions remaining the same.

M. Doheny asked if they have a target open date. M. Capone stated that they should be able to complete the project when they receive the ESD funds by mid-October.

Upon a motion by M. Hall and seconded by T. Hefferon, Resolution No. 2024-09-71, North Country Regional Tourism Transformational Revolving Loan Fund, Turin Highland Lodge LLC, Loan Modification, was unanimously approved.

- e. Resolution No. 2024-09-72, ratifies a loan in the amount of \$110,400 from the Regional Tourism Transformational Community Revolving Loan Fund to Wells-Jareo Holding LLC at the terms and conditions outlined on the Term Sheet attached to the resolution, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan. Furthermore, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

M. Capone reviewed the write-up in detail.

Upon a motion by E. Virkler and seconded by T. Hefferon, Resolution No. 2024-09-72, Regional Tourism Transformational Community Revolving Loan Fund, Wells-Jareo Holdings LLC, Loan Ratification, was approved. Mr. Bibbins abstained from this vote via email on Friday, September 20, 2024, noting one of the parties benefitting from this resolution to be an acquaintance since high school.

12. Executive Session – for the purpose of:

- a. Discussion regarding the employment history of a particular person or matters leading to the appointment or employment of a particular person.

Upon a motion by T. Hefferon and seconded by M. Hall, the Board moved into Executive Session at 10:59 AM.

Upon a motion by E. Virkler and seconded by A. MacKinnon, the Board moved out of Executive Session at 11:56 AM.

Vice Chairperson Doheny reported no action was taken.

S. Hunt left the meeting at 11:58 AM

13. Executive Director's Report

- a. Next Move NY:

C. Farone reported that the Authority has been awarded \$3,974,070 to implement strategies of the Next Move NY initiative, and now the real work begins. The Authority will establish the administrative framework and implement the regional initiative to build a transitioning soldier and spousal retention workforce pipeline. We will hire a project team to establish the system that will support the education, training, credentialing and placement of transitioning soldiers and spouses.

- b. Office of Local Defense Community Cooperation (OLDCC) Grant:

C. Farone stated we have been successful in obtaining a \$174,400 grant to complete phase II engineering for the Army Waterline. This is now critical to have the preliminary engineering completed, and then staff can begin applying for grants to fund the project. He further expressed appreciation to M. Capone for writing another successful grant application for the Authority.

- c. Staff Updates –

C. Farone shared the following staff achievements:

Jeff Mosher, Water Quality Supervisor (Water Quality) earned his 2A Wastewater Operator certification, and has been promoted from supervisor trainee to supervisor.

Chris O'Connor, Equipment Operator CDL-B (Materials Management) earned his 5-Year Longevity Service Award.

Carrie Tuttle is celebrating her 22nd year with the Authority today.

14. Finance –

- a. J. Staples presented the July financials, beginning with the Statement of Net Position which reflects the change from fiscal year-end 2024 against July year-to-date. The change between assets and total liabilities, deferred outflows and net position is \$1.5 million. The largest change on the asset side is Accounts Receivable, which increased \$1.4 million from FYE 24, with the two main contributors to that increase being the Army Sewer Line and Army Waterline. This was caused by outside first quarter billings happening in July, and Fort Drum rates increasing in FY 25 which increased the billable amount to Fort Drum.

These rates increased in order to cover the loan payments for the Army Sewer Line rehabilitation project and the Army Water Line replacement project. Accounts Receivable also increased at MMF by \$590,000 due to increased tonnage being received. Under Liabilities, there is no significant change, but attention should be paid to Board-designated Landfill Gas Reserve that has been reduced year-to-date by \$905,000. We will continue to draw this reserve to zero in funding the capital project, which includes adding more gas extraction wells to Phase I of the Landfill, tying in the Southern expansion to the existing collection system, and replacing the flare. When this reserve has been drawn down to zero, the balance of the funding for this project will come out of the replacement reserve. The total for this project will be \$4.1 million.

J. Staples continued reviewing the Total Operating Revenue, which is running lower than the year-to-date budget by \$1.8 million. This is mainly in the grant revenue, which is under budget by \$1.6 million. At the end of July Telecom had received \$136,000 in revenue from the NTIA Grant. The year-to-date budget for Telecom Grant Revenue is \$817,000, which includes the NTIA and the NBRC and will continue as funds are spent. Under the Army Waterline there is a budget of \$5 million for grant revenue associated with the Army Water Line pipeline replacement project. This grant revenue will not be recognized until we turn the short-term financing from EFC into a long term loan, which is currently being worked on between the Engineering division and EFC as the Water Line replacement project nears completion. Other Income is under budget by \$395,000, which is associated with Carbon Credit Revenue. We have received approval from the Climate Action Reserve for the 2021-2022 carbon credit, and the credits will be placed in the Authority's account. We are proceeding to reach out to a variety of buyers to understand the overall interest. Once pricing is received from the interested buyers, a decision on the approved buyer will be made and revenue will then be recognized once the credits are sold.

MMF Tonnage for July year-to-date was projected at 79,582 tons and actual tonnage is 85,085, which is slightly over budget by 7%.

Overall Operating Expenses are under budget by \$239,000, mainly associated with operating and maintenance expenses and professional fees. Under Operating and Maintenance Expenses, MMF is under budget by \$120,000, mainly associated with fuel expense. The fuel budget assumed two working phases; however the landfill is only running one phase at a time resulting in a reduction of equipment fuel consumption. Professional fees under MMF are under budget by \$113,000 with \$100,000 being associated with the carbon credit expense. No additional carbon credit expenses have been paid to date, but we will start seeing expenses in September as we pay the Climate Action Reserve to release the credits for sale and we start the verification process for the 2023 carbon credits. Depreciation and Amortization is over budget by \$169,000, mainly associated with Telecom due to the large number of capital projects being closed out and capitalized at year-end, as well as how the budget is spread over the fiscal period based on assumptions of when the projects will be completed.

Under Non-Operating Revenue and Expense, Total Interest Income is over budget by \$1.1 million year-to-date. The Total Interest Income is over budget by \$769,000 year-to-date. Actual Interest Income year-to-date is \$994,000 and

Market Adjustment is a positive \$595,000. Market Adjustments are not a realized gain or loss. Gain on Sale of fixed assets of \$85,000 is mainly related to eight fleet vehicles that were auctioned off in April, and more fleet items will be up for auction soon. Gain on Trade of fixed assets was \$480,000, related to the MMF compactor and the MMF tanker trailer that have been traded in for new equipment.

To summarize, the change in Net Position shows a gain of \$529,000 versus a year-to-date budget gain of \$965,000, with the discrepancy mainly related to grant revenue which is still expected to be received in FY 25.

The financial report was offered as an update with no need for approval.

E. Virkler and T. Hunt left the meeting at 12:15 pm.

15. Strategic Planning – PowerPoint Presentation

C. Farone began the review of the Strategic Plan for 2026. He covered objectives 1 through 18, reviewing in detail their importance and relevance to move the Authority forward within the next year. Topics included Investment in Human Resources, Administrative Services and Practices, Enterprise Resource Planning (ERP) Replacement, and Enhancing IT Resiliency.

M. Doheny asked if there has been an uptick in IT attacks. S. Bohmer replied that it isn't necessarily an uptick, but constant as they are always changing, which is why we are always improving our security.

M. Hall asked if we do a lot of online banking. C. Farone explained that we use internal transfers and that wire transfers and ACH's are very limited. C. Farone stated that we go one step further and verify all address change requests. J. Staples confirmed that all changes are third party verified. She further explained that all bid awards are posted on the Authority website, making it easy for bad actors to obtain vendor information.

K. Bibbins left the meeting at 12:30 pm.

C. Farone continued by reviewing Streamlining Administrative Practices, Next Move NY, Regional Development Strategic Initiatives and Housing Stock Improvements, Engineering Support Services provided for internal and external customers, maximizing existing resources including waste diversion and capital improvements at MMF, increasing operational resiliency and \$31 million in capital project improvements in Telecom, Water Quality staff positioning to meet Municipal Demand, increasing support service efficiencies, critical Capital Improvement Projects, and the increasing of the Authority's public presence with all the elected State and Federal officials, as well as municipal leaders.

A. MacKinnon stated he has watched the Authority since its inception when St. Lawrence County only thought of it as something in Jefferson County related to Ft. Drum. Then came the debate between the landfill and an incinerator, which has worked out to be a good move. Now we are discussing the expansion of the Authority's role as people in other areas ask for us to get involved because they

see our systems are working well, such as the case with Malone. People know when the Authority gets involved it works well. Gouverneur is another place where the Authority getting involved has worked well. The water and septic throughout the county are expanding because they work well. A. MacKinnon further stated that he is willing to sit on this Board because of the Authority's track record, and when the Authority recommends something be done a certain way, that is probably the way it ought to be done and he will continue to agree with it. We are not attempting to invent something all over again, but are looking to use a tested, tried and true method that has been proven to work well. Authority proposals work because of the 22-year proven track record that makes the directors' jobs easy.

C. Farone stated there are more contracts in St. Lawrence County now than any other. A. MacKinnon commented that it has been neat to see the transition from skepticism to "Oh this works really good, let's do it." He further stated there is nothing neat about garbage, water and sewage, but they are essential and we need people who can take care of these services because if they don't work they become a very big problem. A. MacKinnon concluded by stating the Authority is an effective operation because of the people who make it all work, not because the Board sits here, and he further expressed his appreciation to the staff who does the work, the great job they are doing, and how much he enjoys being a part of this organization.

M. Hall stated that the Board should be included in the Strategic Plan, and further asked what they can do to better support the Authority. C. Farone stated that he feels this is one of our best boards with great open communication and a lot of expertise. M. Hall stated that as we strive as an organization, for the employees to do better the Board has to do better, and while he has no complaints and we function very well, he would like to look at what the Board could possibly do better because the sign of good management is always asking this question.

16. Adjourn -

Upon a motion by T. Hefferon and seconded by M. Hall, the meeting was adjourned at 1:01 PM.

Respectfully submitted,



Dennis Mastascusa
Board Secretary

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Saturday, August 31, 2024

	<u>YTD ACTUAL</u>	<u>3/31/2024 Total</u>
STATEMENT OF NET POSITION		
ASSETS		
Cash and Cash Equivalents	\$6,658,645.64	\$6,067,488.46
Accounts Receivable	4,118,148.55	3,208,620.84
Unbilled Revenue	543,008.54	612,707.45
Interest Receivable	249,149.19	213,335.41
Loans Receivable, net	33,394,766.96	32,746,122.74
Inventory	18,462.41	18,462.41
Prepaid Expense	408,233.39	637,294.13
Investments	13,332,318.38	14,755,025.39
Funds Held In Trust	499,692.18	885,207.58
OPEB Reserve Fund	5,911,889.27	5,854,813.97
Restricted Assets	87,097,963.46	86,624,366.83
Leased Property	16,625.00	20,781.25
Operating Lease ROU/SUB Assets, Net	268,108.64	268,108.64
Capital Assets, net	89,991,287.10	88,912,234.71
Total Assets	242,508,298.71	240,824,569.81
DEFERRED OUTFLOWS OF RESOURCES		
Pension	3,494,419.00	3,494,419.00
OPEB	198,029.00	198,029.00
Total Deferred Outflows of Resources	3,692,448.00	3,692,448.00
TOTAL ASSETS PLUS DEFERRED OUTFLOWS	246,200,746.71	244,517,017.81
LIABILITIES		
Accounts Payable	1,227,923.05	1,947,330.20
Grants & Passthroughs Payable	859,662.09	751,086.61
Community Benefits Payable	182,891.15	188,092.68
Interest Payable	191,406.50	264,774.78
Accrued Expenses	1,115,780.88	660,758.00
OPEB Liability	4,940,339.75	4,728,237.44
Net Pension Liability	4,365,120.00	4,365,120.00
Unearned Income	7,819,295.95	7,923,346.34
Lease Obligation	16,625.00	20,781.25
Current Portion of Oper Lease/SUB Liability	264,295.94	264,295.94
Funds Held for Others	11,087,083.08	11,087,083.08
Due to US ARMY	749,985.00	749,985.00
Landfill Closure & Post Closure	18,708,978.80	17,926,450.67
Long-term Liabilities	34,864,783.69	34,358,061.77
Total Liabilities	86,394,170.88	85,235,403.76
DEFERRED INFLOWS OF RESOURCES		
Pension	269,550.00	269,550.00
OPEB	2,035,355.00	2,035,355.00
Total Deferred Inflows of Resources	2,304,905.00	2,304,905.00
TOTAL LIABILITIES PLUS DEFERRED INFLOWS	88,699,075.88	87,540,308.76
NET POSITION		
Invested In Capital Assets, Net	56,490,503.62	55,918,173.15
Restricted for:		
Community Rental Housing Program	13,243,294.07	13,369,120.20
Community Development Loan Fund	10,226,380.85	10,175,162.63
Affordable Housing Program	22,940,976.19	22,661,333.44
Army Water & Sewer	1,800,000.00	1,800,000.00
Regional Waterline	377,189.88	377,189.88
Reserve For Liner	17,009,657.04	15,705,312.70
Reserve for Replacement	4,453,289.80	4,639,425.31
Reserve For Wetland Mitigation	327,703.24	325,942.58
OATN Reserve	4,665,479.29	4,506,052.82
Landfill Closure & Post Closure Prefunding	8,107,182.32	8,186,837.52
Total Restricted	83,151,152.68	81,746,377.08
Board Designated for:		
Infrastructure Development	223,107.42	223,107.42
Capital Reserve	217,337.27	691,330.77
Tip Fee Stabilization	3,172,512.99	3,103,795.56
Landfill Gas Reserve	109,715.08	1,359,889.06
Economic Development Fund	5,438,785.19	5,352,962.22
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	16,161,457.95	17,731,085.03
Undesignated	1,698,556.58	1,581,073.79
Total Net Position	157,501,670.83	156,976,709.05
Total Liabilities, Deferred Outflows & Net Position	246,200,746.71	244,517,017.81

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Saturday, August 31, 2024

	<u>YTD ACTUAL</u>	<u>3/31/2024 Total</u>
CHANGE IN NET POSITION		
OPERATING REVENUE:		
Customer Billings	12,421,530.56	24,398,383.84
Grant Revenue	149,840.58	1,854,058.75
Loan Interest Income	189,705.80	458,660.22
Other Income	348,136.76	712,173.80
Total Operating Revenue	13,109,213.70	27,423,276.61
OPERATING EXPENSES		
Depreciation & Amortization	4,670,367.61	10,447,867.31
Salaries	3,281,645.43	7,213,316.03
Fringe Benefits	1,497,067.33	3,571,237.32
Operation & Maintenance	1,371,747.36	3,276,603.46
Waste Diversion	62,883.13	549,369.72
Wastewater Treatment	799,798.59	1,779,448.24
Closure & Post Closure Costs	783,818.13	1,266,768.14
Community Benefits	635,148.45	1,040,863.40
Water Purchases	388,878.92	738,869.25
Office & Administration	233,373.66	396,178.38
Insurance	266,583.40	599,899.54
Utilities	51,704.51	179,229.38
Bad Debt Expense	6,670.97	(27,825.86)
Materials & Supplies	93,918.36	318,454.42
Professional Fees	107,440.77	204,582.51
Repairs & Maintenance	64,253.29	159,289.24
Automobile	212,834.28	418,993.64
Computer Expenses	201,918.77	310,815.17
Grants	7,155.00	0.00
NYS Administrative Assessment	0.00	122,000.00
Total Operating Expenses	14,737,207.96	32,565,959.29
Total Operating Income	(1,627,994.26)	(5,142,682.68)
NON-OPERATING REVENUE (EXPENSE)		
Interest Income	2,072,086.16	2,982,456.90
Gain on Sale of Fixed Assets	85,300.00	263,649.85
Gain on Trade-In of Fixed Assets	480,250.41	83,000.00
Interest Expense	(484,680.53)	(859,958.02)
Debt Issuance Costs	0.00	(93,280.00)
Total Non-Operating Expense, Net	2,152,956.04	2,375,868.73
CHANGE IN NET ASSETS	524,961.78	(2,766,813.95)

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Saturday, August 31, 2024

	ADMIN	MATERIALS MGMT	TELECOM	ARMY SEWER	ARMY WATER	REGIONAL WATER	WQ CONTRACTS	ENGINEERING	REGIONAL DEVELOPMENT	TOTAL
STATEMENT OF NET POSITION										
ASSETS										
Cash and Cash Equivalents	\$6,658,645.64									\$6,658,645.64
Accounts Receivable	842.02	1,485,048.95	1,698,224.12	362,131.75	258,555.32		155,445.77	146,976.25	10,924.37	4,118,148.55
Unbilled Revenue				177,212.10	37,760.43	70,227.73	168,258.23	12,061.75	77,488.30	543,008.54
Interest Receivable	11,193.57	59,817.96	74,178.20						103,959.46	249,149.19
Loans Receivable, net									33,394,766.96	33,394,766.96
Inventory		18,462.41								18,462.41
Prepaid Expense	362,513.75		45,719.64							408,233.39
Investments	2,711,912.06	3,586,070.22	2,091,095.05						4,943,241.05	13,332,318.38
Funds Held In Trust		499,692.18								499,692.18
OPEB Reserve Fund	5,911,889.27									5,911,889.27
Restricted Assets		46,129,815.15	9,318,102.71	1,842,726.74	1,005,123.69	408,271.95			28,393,923.22	87,097,963.46
Leased Property									16,625.00	16,625.00
Operating Lease ROU/SUB Assets, Net	268,108.64									268,108.64
Capital Assets, net	1,232,821.87	41,769,416.63	22,570,006.82	7,276,949.07	14,546,035.80	2,596,056.91				89,991,287.10
Total Assets	17,157,926.82	93,548,323.50	35,797,326.54	9,659,019.66	15,847,475.24	3,074,556.59	323,704.00	159,038.00	66,940,928.36	242,508,298.71
DEFERRED OUTFLOWS OF RESOURCES										
Pension	3,494,419.00									3,494,419.00
OPEB	198,029.00									198,029.00
Total Deferred Outflows of Resources	3,692,448.00									3,692,448.00
TOTAL ASSETS PLUS DEFERRED...	20,850,374.82	93,548,323.50	35,797,326.54	9,659,019.66	15,847,475.24	3,074,556.59	323,704.00	159,038.00	66,940,928.36	246,200,746.71
LIABILITIES										
Accounts Payable	38,810.53	483,555.67	104,308.32	420,882.77	150,187.71	27,008.44	3,100.00		69.61	1,227,923.05
Grants & Passthroughs Payable	2,825.00		900,736.10						(43,899.01)	859,662.09
Community Benefits Payable		182,891.15								182,891.15
Interest Payable		56,424.64			134,981.86					191,406.50
Accrued Expenses	767,896.30	106,354.83	127,673.45	14,006.02	16,012.79	852.54	47,511.23	35,473.72		1,115,780.88
OPEB Liability	4,940,339.75									4,940,339.75
Net Pension Liability	4,365,120.00									4,365,120.00
Unearned Income			7,517,295.95						302,000.00	7,819,295.95
Lease Obligation									16,625.00	16,625.00
Current Portion of Oper Lease/SUB Lia...	264,295.94									264,295.94
Funds Held for Others				749,985.00					11,087,083.08	11,087,083.08
Due to US ARMY										749,985.00
Landfill Closure & Post Closure		18,708,978.80								18,708,978.80
Long-term Liabilities	764,000.00	16,683,719.72		4,146,984.26	11,296,782.28	1,373,297.43			600,000.00	34,864,783.69
Internal: Due To/Due From	1,390,549.94	(416,162.73)	820,089.92	(1,836,617.14)	(111,429.76)	(191,930.87)	153,712.94	84,080.23		107,707.47
Total Liabilities	12,533,837.46	35,805,762.08	9,470,103.74	3,495,240.91	11,486,534.88	1,209,227.54	204,324.17	119,553.95	12,069,586.15	86,394,170.88
DEFERRED INFLOWS OF RESOURCES										
Pension	269,550.00									269,550.00
OPEB	2,035,355.00									2,035,355.00
Total Deferred Inflows of Resources	2,304,905.00									2,304,905.00
TOTAL LIABILITIES PLUS DEFERR...	14,838,742.46	35,805,762.08	9,470,103.74	3,495,240.91	11,486,534.88	1,209,227.54	204,324.17	119,553.95	12,069,586.15	88,699,075.88
NET POSITION										
Invested In Capital Assets, Net	1,232,821.87	25,085,697.12	22,570,006.82	3,129,964.81	3,249,253.52	1,222,759.48				56,490,503.62
Restricted for:										
Community Rental Housing Program									13,243,294.07	13,243,294.07
Community Development Loan Fund									10,226,380.85	10,226,380.85
Affordable Housing Program									22,940,976.19	22,940,976.19
Army Water & Sewer				900,000.00	900,000.00					1,800,000.00
Regional Waterline						377,189.88				377,189.88
Reserve For Liner		17,009,657.04								17,009,657.04
Reserve for Replacement		4,453,289.80								4,453,289.80
Reserve For Wetland Mitigation		327,703.24								327,703.24
OATN Reserve			4,665,479.29							4,665,479.29
Landfill Closure & Post Closure Prefund...		8,107,182.32								8,107,182.32
Total Restricted		29,897,832.40	4,665,479.29	900,000.00	900,000.00	377,189.88			46,410,651.11	83,151,152.68
Board Designated for:										
Infrastructure Development				223,107.42						223,107.42
Capital Reserve				217,337.27						217,337.27
Tip Fee Stabilization		3,172,512.99								3,172,512.99
Landfill Gas Reserve		109,715.08								109,715.08
Economic Development Fund									5,438,785.19	5,438,785.19
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	3,282,228.07		440,444.69					8,438,785.19	16,161,457.95
Undesignated	778,810.49	(523,196.17)	(908,263.31)	1,693,369.25	211,686.84	265,379.69	119,379.83	39,484.05	21,905.91	1,698,556.58
Total Net Position	6,011,632.36	57,742,561.42	26,327,222.80	6,163,778.75	4,360,940.36	1,865,329.05	119,379.83	39,484.05	54,871,342.21	157,501,670.83
Total Liabilities, Deferred Outflows...	20,850,374.82	93,548,323.50	35,797,326.54	9,659,019.66	15,847,475.24	3,074,556.59	323,704.00	159,038.00	66,940,928.36	246,200,746.71

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
For the Five Months Ending Saturday, August 31, 2024

	ADMIN	MATERIALS MGMT	TELECOM	ARMY SEWER	ARMY WATER	REGIONAL WATER	WQ CONTRACTS	ENGINEERING	REGIONAL DEVELOPMENT	TOTAL
CHANGE IN NET POSITION										
OPERATING REVENUE:										
Customer Billings		5,156,727.13	2,864,041.44	1,541,739.71	1,460,421.88	171,097.77	814,145.85	313,105.93	100,250.85	12,421,530.56
Grant Revenue			136,397.41						13,443.17	149,840.58
Loan Interest Income									189,705.80	189,705.80
Other Income	118,000.05	188,538.13	2,815.08	1,504.15			1,852.80		35,426.55	348,136.76
Total Operating Revenue	118,000.05	5,345,265.26	3,003,253.93	1,543,243.86	1,460,421.88	171,097.77	815,998.65	313,105.93	338,826.37	13,109,213.70
OPERATING EXPENSES										
Depreciation & Amortization	113,752.61	2,320,934.61	1,724,687.94	148,631.67	292,685.41	69,675.37				4,670,367.61
Salaries	589,299.93	739,280.87	707,592.44	235,709.27	180,095.85	17,303.64	528,604.96	158,181.07	125,577.40	3,281,645.43
Fringe Benefits	289,829.23	362,689.98	263,533.33	100,364.38	83,708.58	7,850.80	270,439.28	61,952.25	56,699.50	1,497,067.33
Operation & Maintenance	4,131.70	381,373.65	903,023.79	28,889.42	1,331.58	4,022.80	5,012.41	23,923.04	20,038.97	1,371,747.36
Waste Diversion		62,883.13								62,883.13
Wastewater Treatment		224,510.67		575,287.92						799,798.59
Closure & Post Closure Costs		783,818.13								783,818.13
Community Benefits		427,622.69							207,525.76	635,148.45
Water Purchases				121.00	334,428.74	54,329.18				388,878.92
Office & Administration	117,528.74	40,697.97	11,572.12	48,390.42	314.23	33.50	3,985.03	5,565.96	5,285.69	233,373.66
Insurance	9,000.00	106,458.35	80,583.35	24,833.35	16,125.00	2,875.00	19,333.35	7,375.00		266,583.40
Utilities		20,023.94	1,645.86	16,897.52	6,054.50	7,082.69				51,704.51
Bad Debt Expense			1,843.02							6,670.97
Materials & Supplies		93,918.36							4,827.95	93,918.36
Professional Fees	75,002.14	11,709.07	5,622.26	345.88	186.25				14,575.17	107,440.77
Repairs & Maintenance		1,560.34		42,444.08	6,117.59	14,131.28				64,253.29
Automobile	757.90	13,704.95	42,035.68	146,636.48				9,699.27		212,834.28
Computer Expenses	143,947.22	7,203.29	5,412.19	12,550.56				32,805.51		201,918.77
Grants									7,155.00	7,155.00
Admin Allocation	(1,147,179.20)	466,213.62	285,074.04	165,308.52	104,163.87	7,915.54	18,928.45	23,861.35	75,713.81	
Engineering Allocation		23,083.29	10,324.40	5,947.30	5,063.39	487.54	1,814.18	(46,796.13)	76.03	
Water Quality Allocation				(107,273.68)	22,600.12	2,379.54	82,294.02			
Total Operating Expenses	196,070.27	6,087,686.91	4,042,950.42	1,445,084.09	1,052,875.11	188,086.88	930,411.68	276,567.32	517,475.28	14,737,207.96
Total Operating Income	(78,070.22)	(742,421.65)	(1,039,696.49)	98,159.77	407,546.77	(16,989.11)	(114,413.03)	36,538.61	(178,648.91)	(1,627,994.26)
NON-OPERATING REVENUE (EX...										
Interest Income	151,322.38	1,089,045.19	204,949.96	27,179.23	14,825.02	9,294.54			575,469.84	2,072,086.16
Gain on Sale of Fixed Assets	80,200.00		5,100.00							85,300.00
Gain on Trade-In of Fixed Assets		480,250.41								480,250.41
Interest Expense		(218,221.10)		(113,531.87)	(147,406.70)	(5,520.86)				(484,680.53)
Total Non-Operating Expense, Net	231,522.38	1,351,074.50	210,049.96	(86,352.64)	(132,581.68)	3,773.68			575,469.84	2,152,956.04
CHANGE IN NET ASSETS	153,452.16	608,652.85	(829,646.53)	11,807.13	274,965.09	(13,215.43)	(114,413.03)	36,538.61	396,820.93	524,961.78

**Summary of All Units
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$29,213,507.00	\$12,097,695.00	\$12,421,530.56	\$323,835.56
	Grant Revenue	8,419,587.00	1,980,979.00	149,840.58	(1,831,138.42)
	Loan Interest Income	701,839.00	292,435.00	189,705.80	(102,729.20)
	Other Income	1,988,284.00	828,453.35	348,136.76	(480,316.59)
	Total Operating Revenue	40,323,217.00	15,199,562.35	13,109,213.70	(2,090,348.65)
OPERATING EXPENSES					
	Depreciation & Amortization	12,358,046.00	4,479,799.00	4,670,367.61	190,568.61
	Amortization, Lease ROU	120,000.00	0.00	0.00	0.00
	Salaries	7,938,523.00	3,245,071.65	3,281,645.43	36,573.78
	Fringe Benefits	3,623,581.00	1,479,645.00	1,497,067.33	17,422.33
	Operation & Maintenance	3,685,953.50	1,536,829.45	1,375,175.06	(161,654.39)
	Waste Diversion	207,750.00	86,565.00	62,883.13	(23,681.87)
	Wastewater Treatment	2,019,087.00	841,285.00	796,370.89	(44,914.11)
	Closure & Post Closure Costs	1,757,503.00	732,295.00	783,818.13	51,523.13
	Water Purchases	903,702.00	376,545.00	388,878.92	12,333.92
	Community Benefits	1,189,089.00	616,511.00	635,148.45	18,637.45
	Office & Administration	611,602.00	272,035.80	233,373.66	(38,662.14)
	Insurance	639,800.00	266,590.00	266,583.40	(6.60)
	Utilities	213,400.00	88,915.00	51,704.51	(37,210.49)
	Bad Debt Expense	0.00	0.00	6,670.97	6,670.97
	Materials & Supplies	333,500.00	138,955.00	93,918.36	(45,036.64)
	Professional Fees	770,554.00	232,731.65	107,440.77	(125,290.88)
	Repairs & Maintenance	209,554.00	87,317.60	64,253.29	(23,064.31)
	Automobile	530,943.00	219,855.00	212,834.28	(7,020.72)
	Computer Expenses	462,366.50	187,463.95	201,918.77	14,454.82
	Grants	243,750.00	83,335.00	7,155.00	(76,180.00)
	NYS Administrative Assessment	125,051.00	0.00	0.00	0.00
	Contingency	50,980.00	21,239.95	0.00	(21,239.95)
	Total Operating Expenses	37,994,735.00	14,992,985.05	14,737,207.96	(255,777.09)
	Total Operating Income	2,328,482.00	206,577.30	(1,627,994.26)	(1,834,571.56)
NON-OPERATING REVENUE...					
	Interest Income	2,376,901.00	990,385.00	2,072,086.16	1,081,701.16
	Gain on Sale of Fixed Assets	149,000.00	62,085.00	85,300.00	23,215.00
	Gain on Trade-In of Fixed Ass...	860,000.00	358,335.00	480,250.41	121,915.41
	Interest Expense	(1,300,862.00)	(542,030.00)	(484,680.53)	57,349.47
	Debt Issuance Costs	(100,000.00)	(41,670.00)	0.00	41,670.00
	Total Non-Operating Expe...	1,985,039.00	827,105.00	2,152,956.04	1,325,851.04
	CHANGE IN NET POSITION	4,313,521.00	1,033,682.30	524,961.78	(508,720.52)

**Summary of All Units
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
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Administration
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Other Income	\$283,200.00	\$118,000.00	\$118,000.05	\$0.05
	Total Operating Revenue	283,200.00	118,000.00	118,000.05	0.05
OPERATING EXPENSES					
	Depreciation & Amortization	307,400.00	128,085.00	113,752.61	(14,332.39)
	Amortization, Lease ROU	120,000.00	0.00	0.00	0.00
	Salaries	1,440,305.00	600,125.00	589,299.93	(10,825.07)
	Fringe Benefits	712,044.00	296,690.00	289,829.23	(6,860.77)
	Operation & Maintenance	7,443.00	3,105.00	4,131.70	1,026.70
	Office & Administration	168,001.00	129,985.00	117,528.74	(12,456.26)
	Insurance	21,600.00	9,000.00	9,000.00	0.00
	Professional Fees	108,565.00	45,233.30	75,002.14	29,768.84
	Automobile	1,026.00	430.00	757.90	327.90
	Computer Expenses	304,516.00	126,885.00	143,947.22	17,062.22
	Admin Allocation	(2,534,259.00)	(1,043,170.00)	(1,147,179.20)	(104,009.20)
	Contingency	25,000.00	10,416.65	0.00	(10,416.65)
	Total Operating Expenses	681,641.00	306,784.95	196,070.27	(110,714.68)
	Total Operating Income	(398,441.00)	(188,784.95)	(78,070.22)	110,714.73
NON-OPERATING REVENUE...					
	Interest Income	301,595.00	125,665.00	151,322.38	25,657.38
	Gain on Sale of Fixed Assets	104,000.00	43,335.00	80,200.00	36,865.00
	Total Non-Operating Expe...	405,595.00	169,000.00	231,522.38	62,522.38
	CHANGE IN NET POSITION	7,154.00	(19,784.95)	153,452.16	173,237.11

Materials Management
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$12,282,557.00	\$5,043,130.00	\$5,156,727.13	\$113,597.13
	Grant Revenue	150,351.00	62,645.00	0.00	(62,645.00)
	Other Income	1,662,049.00	692,518.35	188,538.13	(503,980.22)
	Total Operating Revenue	14,094,957.00	5,798,293.35	5,345,265.26	(453,028.09)
OPERATING EXPENSES					
	Depreciation & Amortization	6,121,400.00	2,232,502.00	2,320,934.61	88,432.61
	Salaries	1,805,214.00	752,175.00	739,280.87	(12,894.13)
	Fringe Benefits	881,776.00	367,410.00	362,689.98	(4,720.02)
	Operation & Maintenance	1,178,553.00	491,072.55	384,801.35	(106,271.20)
	Waste Diversion	207,750.00	86,565.00	62,883.13	(23,681.87)
	Wastewater Treatment	600,000.00	250,000.00	221,082.97	(28,917.03)
	Closure & Post Closure Costs	1,757,503.00	732,295.00	783,818.13	51,523.13
	Community Benefits	981,563.00	408,985.00	427,622.69	18,637.69
	Office & Administration	98,711.00	41,135.80	40,697.97	(437.83)
	Insurance	255,500.00	106,460.00	106,458.35	(1.65)
	Utilities	90,000.00	37,500.00	20,023.94	(17,476.06)
	Materials & Supplies	333,500.00	138,955.00	93,918.36	(45,036.64)
	Professional Fees	354,102.00	147,545.00	11,709.07	(135,835.93)
	Repairs & Maintenance	13,600.00	5,665.00	1,560.34	(4,104.66)
	Automobile	32,800.00	13,668.35	13,704.95	36.60
	Computer Expenses	27,195.00	11,335.00	7,203.29	(4,131.71)
	Admin Allocation	1,029,777.00	429,075.00	466,213.62	37,138.62
	Engineering Allocation	50,624.00	21,095.00	23,083.29	1,988.29
	NYS Administrative Assessment	54,216.00	0.00	0.00	0.00
	Contingency	980.00	408.30	0.00	(408.30)
	Total Operating Expenses	15,874,764.00	6,273,847.00	6,087,686.91	(186,160.09)
	Total Operating Income	(1,779,807.00)	(475,553.65)	(742,421.65)	(266,868.00)
NON-OPERATING REVENUE...					
	Interest Income	1,138,309.00	474,300.00	1,089,045.19	614,745.19
	Gain on Sale of Fixed Assets	45,000.00	18,750.00	0.00	(18,750.00)
	Gain on Trade-In of Fixed Ass...	860,000.00	358,335.00	480,250.41	121,915.41
	Interest Expense	(582,200.00)	(242,585.00)	(218,221.10)	24,363.90
	Total Non-Operating Expe...	1,461,109.00	608,800.00	1,351,074.50	742,274.50
	CHANGE IN NET POSITION	(318,698.00)	133,246.35	608,652.85	475,406.50

Telecommunications
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$6,533,703.00	\$2,722,375.00	\$2,864,041.44	\$141,666.44
	Grant Revenue	2,450,000.00	1,020,835.00	136,397.41	(884,437.59)
	Other Income	12,000.00	5,000.00	2,815.08	(2,184.92)
	Total Operating Revenue	8,995,703.00	3,748,210.00	3,003,253.93	(744,956.07)
OPERATING EXPENSES					
	Depreciation & Amortization	4,393,100.00	1,567,598.00	1,724,687.94	157,089.94
	Salaries	1,698,786.00	707,830.00	707,592.44	(237.56)
	Fringe Benefits	612,163.00	255,075.00	263,533.33	8,458.33
	Operation & Maintenance	2,107,091.00	877,958.35	903,023.79	25,065.44
	Office & Administration	77,239.00	32,180.00	11,572.12	(20,607.88)
	Insurance	193,400.00	80,585.00	80,583.35	(1.65)
	Utilities	5,500.00	2,290.00	1,645.86	(644.14)
	Bad Debt Expense	0.00	0.00	1,843.02	1,843.02
	Professional Fees	40,383.00	16,830.00	5,622.26	(11,207.74)
	Automobile	90,260.00	37,611.65	42,035.68	4,424.03
	Computer Expenses	40,765.00	16,985.00	5,412.19	(11,572.81)
	Admin Allocation	629,714.00	262,380.00	285,074.04	22,694.04
	Engineering Allocation	18,555.00	7,730.00	10,324.40	2,594.40
	NYS Administrative Assessment	29,991.00	0.00	0.00	0.00
	Contingency	25,000.00	10,415.00	0.00	(10,415.00)
	Total Operating Expenses	9,961,947.00	3,875,468.00	4,042,950.42	167,482.42
	Total Operating Income	(966,244.00)	(127,258.00)	(1,039,696.49)	(912,438.49)
NON-OPERATING REVENUE...					
	Interest Income	269,397.00	112,250.00	204,949.96	92,699.96
	Gain on Sale of Fixed Assets	0.00	0.00	5,100.00	5,100.00
	Total Non-Operating Expe...	269,397.00	112,250.00	210,049.96	97,799.96
	CHANGE IN NET POSITION	(696,847.00)	(15,008.00)	(829,646.53)	(814,638.53)

Water Quality
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$9,499,252.00	\$3,958,025.00	\$3,987,405.21	\$29,380.21
	Grant Revenue	5,000,000.00	833,334.00	0.00	(833,334.00)
	Other Income	3,610.00	1,505.00	3,356.95	1,851.95
	Total Operating Revenue	14,502,862.00	4,792,864.00	3,990,762.16	(802,101.84)
OPERATING EXPENSES					
	Depreciation & Amortization	1,532,396.00	551,614.00	510,992.45	(40,621.55)
	Salaries	2,220,853.00	925,356.65	961,713.72	36,357.07
	Fringe Benefits	1,086,919.00	452,885.00	462,363.04	9,478.04
	Operation & Maintenance	238,716.50	100,463.55	39,256.21	(61,207.34)
	Wastewater Treatment	1,419,087.00	591,285.00	575,287.92	(15,997.08)
	Water Purchases	903,702.00	376,545.00	388,878.92	12,333.92
	Office & Administration	116,191.00	48,410.00	52,723.18	4,313.18
	Insurance	151,600.00	63,170.00	63,166.70	(3.30)
	Utilities	117,900.00	49,125.00	30,034.71	(19,090.29)
	Professional Fees	6,300.00	2,623.35	532.13	(2,091.22)
	Repairs & Maintenance	195,954.00	81,652.60	62,692.95	(18,959.65)
	Automobile	379,120.00	157,965.00	146,636.48	(11,328.52)
	Computer Expenses	24,865.50	10,358.95	12,550.56	2,191.61
	Admin Allocation	654,641.00	272,770.00	296,316.38	23,546.38
	Engineering Allocation	42,221.00	17,590.00	13,312.41	(4,277.59)
	NYS Administrative Assessment	37,321.00	0.00	0.00	0.00
	Total Operating Expenses	9,127,787.00	3,701,814.10	3,616,457.76	(85,356.34)
	Total Operating Income	5,375,075.00	1,091,049.90	374,304.40	(716,745.50)
NON-OPERATING REVENUE...					
	Interest Income	84,200.00	35,085.00	51,298.79	16,213.79
	Interest Expense	(718,662.00)	(299,445.00)	(266,459.43)	32,985.57
	Debt Issuance Costs	(100,000.00)	(41,670.00)	0.00	41,670.00
	Total Non-Operating Expe...	(734,462.00)	(306,030.00)	(215,160.64)	90,869.36
	CHANGE IN NET POSITION	4,640,613.00	785,019.90	159,143.76	(625,876.14)

Army Sewer
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$4,108,530.00	\$1,711,890.00	\$1,541,739.71	(\$170,150.29)
	Other Income	3,610.00	1,505.00	1,504.15	(0.85)
	Total Operating Revenue	4,112,140.00	1,713,395.00	1,543,243.86	(170,151.14)
OPERATING EXPENSES					
	Depreciation & Amortization	570,300.00	158,030.00	148,631.67	(9,398.33)
	Salaries	606,711.00	252,796.65	235,709.27	(17,087.38)
	Fringe Benefits	284,481.00	118,535.00	100,364.38	(18,170.62)
	Operation & Maintenance	172,850.50	72,021.05	28,889.42	(43,131.63)
	Wastewater Treatment	1,419,087.00	591,285.00	575,287.92	(15,997.08)
	Water Purchases	4,500.00	1,875.00	121.00	(1,754.00)
	Office & Administration	104,967.00	43,730.00	48,390.42	4,660.42
	Insurance	59,600.00	24,835.00	24,833.35	(1.65)
	Utilities	65,000.00	27,085.00	16,897.52	(10,187.48)
	Professional Fees	4,156.00	1,730.00	345.88	(1,384.12)
	Repairs & Maintenance	105,000.00	43,748.35	42,444.08	(1,304.27)
	Automobile	379,120.00	157,965.00	146,636.48	(11,328.52)
	Computer Expenses	24,865.50	10,358.95	12,550.56	2,191.61
	Admin Allocation	365,269.00	152,195.00	165,308.52	13,113.52
	Engineering Allocation	14,975.00	6,240.00	5,947.30	(292.70)
	Water Quality Allocation	(389,068.00)	(162,115.00)	(107,273.68)	54,841.32
	NYS Administrative Assessment	15,922.00	0.00	0.00	0.00
	Total Operating Expenses	3,807,736.00	1,500,315.00	1,445,084.09	(55,230.91)
	Total Operating Income	304,404.00	213,080.00	98,159.77	(114,920.23)
NON-OPERATING REVENUE...					
	Interest Income	39,800.00	16,585.00	27,179.23	10,594.23
	Interest Expense	(439,938.00)	(183,310.00)	(113,531.87)	69,778.13
	Debt Issuance Costs	(50,000.00)	(20,835.00)	0.00	20,835.00
	Total Non-Operating Expe...	(450,138.00)	(187,560.00)	(86,352.64)	101,207.36
	CHANGE IN NET POSITION	(145,734.00)	25,520.00	11,807.13	(13,712.87)

**Army Water Line
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$3,006,989.00	\$1,252,910.00	\$1,460,421.88	\$207,511.88
	Grant Revenue	5,000,000.00	833,334.00	0.00	(833,334.00)
	Total Operating Revenue	8,006,989.00	2,086,244.00	1,460,421.88	(625,822.12)
OPERATING EXPENSES					
	Depreciation & Amortization	779,500.00	317,504.00	292,685.41	(24,818.59)
	Salaries	558,282.00	232,620.00	180,095.85	(52,524.15)
	Fringe Benefits	272,730.00	113,635.00	83,708.58	(29,926.42)
	Operation & Maintenance	8,746.00	3,647.50	1,331.58	(2,315.92)
	Water Purchases	769,630.00	320,680.00	334,428.74	13,748.74
	Office & Administration	4,464.00	1,860.00	314.23	(1,545.77)
	Insurance	38,700.00	16,125.00	16,125.00	0.00
	Utilities	22,900.00	9,540.00	6,054.50	(3,485.50)
	Professional Fees	1,644.00	683.35	186.25	(497.10)
	Repairs & Maintenance	58,454.00	24,359.25	6,117.59	(18,241.66)
	Admin Allocation	230,106.00	95,880.00	104,163.87	8,283.87
	Engineering Allocation	14,363.00	5,985.00	5,063.39	(921.61)
	Water Quality Allocation	112,125.00	46,720.00	22,600.12	(24,119.88)
	NYS Administrative Assessment	10,308.00	0.00	0.00	0.00
	Total Operating Expenses	2,881,952.00	1,189,239.10	1,052,875.11	(136,363.99)
	Total Operating Income	5,125,037.00	897,004.90	407,546.77	(489,458.13)
NON-OPERATING REVENUE...					
	Interest Income	21,700.00	9,040.00	14,825.02	5,785.02
	Interest Expense	(230,268.00)	(95,945.00)	(147,406.70)	(51,461.70)
	Debt Issuance Costs	(50,000.00)	(20,835.00)	0.00	20,835.00
	Total Non-Operating Expe...	(258,568.00)	(107,740.00)	(132,581.68)	(24,841.68)
	CHANGE IN NET POSITION	4,866,469.00	789,264.90	274,965.09	(514,299.81)

**Regional Water Line
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$416,090.00	\$173,375.00	\$171,097.77	(\$2,277.23)
	Total Operating Revenue	416,090.00	173,375.00	171,097.77	(2,277.23)
OPERATING EXPENSES					
	Depreciation & Amortization	182,596.00	76,080.00	69,675.37	(6,404.63)
	Salaries	35,374.00	14,740.00	17,303.64	2,563.64
	Fringe Benefits	17,033.00	7,095.00	7,850.80	755.80
	Operation & Maintenance	8,500.00	4,535.00	4,022.80	(512.20)
	Water Purchases	129,572.00	53,990.00	54,329.18	339.18
	Office & Administration	380.00	160.00	33.50	(126.50)
	Insurance	6,900.00	2,875.00	2,875.00	0.00
	Utilities	30,000.00	12,500.00	7,082.69	(5,417.31)
	Professional Fees	500.00	210.00	0.00	(210.00)
	Repairs & Maintenance	32,500.00	13,545.00	14,131.28	586.28
	Admin Allocation	17,445.00	7,270.00	7,915.54	645.54
	Engineering Allocation	2,258.00	940.00	487.54	(452.46)
	Water Quality Allocation	5,795.00	2,415.00	2,379.54	(35.46)
	NYS Administrative Assessment	1,870.00	0.00	0.00	0.00
	Total Operating Expenses	470,723.00	196,355.00	188,086.88	(8,268.12)
	Total Operating Income	(54,633.00)	(22,980.00)	(16,989.11)	5,990.89
NON-OPERATING REVENUE...					
	Interest Income	22,700.00	9,460.00	9,294.54	(165.46)
	Interest Expense	(48,456.00)	(20,190.00)	(5,520.86)	14,669.14
	Total Non-Operating Expe...	(25,756.00)	(10,730.00)	3,773.68	14,503.68
	CHANGE IN NET POSITION	(80,389.00)	(33,710.00)	(13,215.43)	20,494.57

**Water Sewer Contracts
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$1,967,643.00	\$819,850.00	\$814,145.85	(\$5,704.15)
	Other Income	0.00	0.00	1,852.80	1,852.80
	Total Operating Revenue	1,967,643.00	819,850.00	815,998.65	(3,851.35)
OPERATING EXPENSES					
	Salaries	1,020,486.00	425,200.00	528,604.96	103,404.96
	Fringe Benefits	512,675.00	213,620.00	270,439.28	56,819.28
	Operation & Maintenance	48,620.00	20,260.00	5,012.41	(15,247.59)
	Office & Administration	6,380.00	2,660.00	3,985.03	1,325.03
	Insurance	46,400.00	19,335.00	19,333.35	(1.65)
	Admin Allocation	41,821.00	17,425.00	18,928.45	1,503.45
	Engineering Allocation	10,625.00	4,425.00	1,814.18	(2,610.82)
	Water Quality Allocation	271,148.00	112,980.00	82,294.02	(30,685.98)
	NYS Administrative Assessment	9,221.00	0.00	0.00	0.00
	Total Operating Expenses	1,967,376.00	815,905.00	930,411.68	114,506.68
	Total Operating Income	267.00	3,945.00	(114,413.03)	(118,358.03)
NON-OPERATING REVENUE...					
CHANGE IN NET POSITION		267.00	3,945.00	(114,413.03)	(118,358.03)

Engineering
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$643,335.00	\$268,055.00	\$313,105.93	\$45,050.93
	Total Operating Revenue	643,335.00	268,055.00	313,105.93	45,050.93
OPERATING EXPENSES					
	Salaries	324,356.00	135,145.00	158,181.07	23,036.07
	Fringe Benefits	124,032.00	51,680.00	61,952.25	10,272.25
	Operation & Maintenance	119,150.00	49,645.00	23,923.04	(25,721.96)
	Office & Administration	31,737.00	13,225.00	5,565.96	(7,659.04)
	Insurance	17,700.00	7,375.00	7,375.00	0.00
	Professional Fees	1,000.00	415.00	0.00	(415.00)
	Automobile	24,440.00	10,180.00	9,699.27	(480.73)
	Computer Expenses	51,800.00	21,585.00	32,805.51	11,220.51
	Admin Allocation	52,672.00	21,945.00	23,861.35	1,916.35
	Engineering Allocation	(111,819.00)	(46,590.00)	(46,796.13)	(206.13)
	NYS Administrative Assessment	3,523.00	0.00	0.00	0.00
	Total Operating Expenses	638,591.00	264,605.00	276,567.32	11,962.32
	Total Operating Income	4,744.00	3,450.00	36,538.61	33,088.61
NON-OPERATING REVENUE...					
CHANGE IN NET POSITION		4,744.00	3,450.00	36,538.61	33,088.61

**Regional Development
Change In Net Position
For the Five Months Ending Saturday, August 31, 2024**

GL	Account Description	Annual Budget	YTD Budget	Actual YTD	YTD Variance Over (Under)
OPERATING REVENUE:					
	Customer Billings	\$254,660.00	\$106,110.00	\$100,250.85	(\$5,859.15)
	Grant Revenue	819,236.00	64,165.00	13,443.17	(50,721.83)
	Loan Interest Income	701,839.00	292,435.00	189,705.80	(102,729.20)
	Other Income	27,425.00	11,430.00	35,426.55	23,996.55
	Total Operating Revenue	1,803,160.00	474,140.00	338,826.37	(135,313.63)
OPERATING EXPENSES					
	Depreciation & Amortization	3,750.00	0.00	0.00	0.00
	Salaries	449,009.00	124,440.00	125,577.40	1,137.40
	Fringe Benefits	206,647.00	55,905.00	56,699.50	794.50
	Operation & Maintenance	35,000.00	14,585.00	20,038.97	5,453.97
	Community Benefits	207,526.00	207,526.00	207,525.76	(0.24)
	Office & Administration	119,723.00	7,100.00	5,285.69	(1,814.31)
	Bad Debt Expense	0.00	0.00	4,827.95	4,827.95
	Professional Fees	260,204.00	20,085.00	14,575.17	(5,509.83)
	Automobile	3,297.00	0.00	0.00	0.00
	Computer Expenses	13,225.00	315.00	0.00	(315.00)
	Grants	243,750.00	83,335.00	7,155.00	(76,180.00)
	Admin Allocation	167,455.00	57,000.00	75,713.81	18,713.81
	Engineering Allocation	419.00	175.00	76.03	(98.97)
	Total Operating Expenses	1,710,005.00	570,466.00	517,475.28	(52,990.72)
	Total Operating Income	93,155.00	(96,326.00)	(178,648.91)	(82,322.91)
NON-OPERATING REVENUE...					
	Interest Income	583,400.00	243,085.00	575,469.84	332,384.84
	Total Non-Operating Expe...	583,400.00	243,085.00	575,469.84	332,384.84
	CHANGE IN NET POSITION	676,555.00	146,759.00	396,820.93	250,061.93

NON-LEWIS COUNTY CONTRACTS

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
60	Town of Waddington	TSA	Leishman Point Campground Development	\$ -	\$ 6,000.00	\$ 6,000.00	11/1/2024	6/30/2024	St. Lawrence
60	St. Lawrence County	TSA	NBRC Grant Admin (AP-NBRC-056) Tooley Pond Road Bridge	\$ -	\$ 15,000.00	\$ 15,000.00	11/1/2024	12/31/2025	St. Lawrence
60	Town of Alexandria	GIS	GIS Web-Based Hosting Services Agreement (renewed 5 year contract for services)	\$ -	\$ 4,600.00	\$ 4,600.00	1/1/2025	13/31/2029	Jefferson
60	Town of Canton	GIS	GIS Web-Based Hosting Services Agreement (renewed 5 year contract for services)	\$ -	\$ 4,600.00	\$ 4,600.00	1/1/2025	13/31/2029	St. Lawrence
60	Town of Massena	GIS	GIS Web-Based Hosting Services Agreement (renewed 5 year contract for services)	\$ -	\$ 4,600.00	\$ 4,600.00	1/1/2025	13/31/2029	St. Lawrence
44	Town of Louisville	O&M	Operations and Maintenance Service Agreement for Water Treatment Plant	\$ -	\$ 498,660.00	\$ 498,660.00	1/1/2025	12/31/2029	St. Lawrence
44	Village of Antwerp	TSA	Closed Circuit Telivised Inspections	\$ -	\$ 5,000.00	\$ 5,000.00	10/25/2025	12/31/2025	Jefferson

LEWIS COUNTY CONTRACTS

Company	Customer	Contract Type	Description of Services/Contract Title	Current Agreement (\$)	New Agreement / Amendment (\$)	Total Agreement	Start Date	End Date	County
60	Lewis County	TSA	Lewis County Planning and Community Development Amendment No. 1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	11/1/2024	12/31/2024	Lewis

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

SUB - Subrecipient
 TSA - Technical Services
 WSA - Water Service Agreement

Contract Criteria

Board Resolution No 2021-03-63 authorized staff replacing individual resolutions and agreement with a Technical Services Summary Report for contracts meeting the following criteria:

- 1) Annual Contract amount is less than \$100K or renewal of an existing service, and
- 2) Service requested is within the Authority's Tri-County Area

Board Resolution No 2021-03-64 authorized the ED to execute GIS Contracts. The ED shall report such agreements on the Technical Services Summary Report.

Board Resolution No 2016-08-93 authorized ED to enter into contracts as the NBRC LDD in Jefferson, Lewis, St Lawrence and Franklin Counties. The ED shall report such contract to the Board



Board Resolution No. 2024-10-73
October 24, 2024

TECHNICAL SERVICES AMENDMENT NO. 1
PAUL SMITH'S COLLEGE OF ARTS & SCIENCES
WATER & WASTEWATER INFRASTRUCTURE IMPROVEMENTS

Whereas, pursuant to **Resolution No. 2023-05-61**, the Development Authority of the North Country (Authority) and Paul Smith's College of Arts and Sciences (Paul Smith's) entered into an agreement dated August 17, 2023 not to exceed \$15,000 to provide project management services related to Paul Smith's ongoing water and wastewater improvement project, and

Whereas, the College has secured funding from the Northern Border Regional Commission (NBRC) through the Economic and Infrastructure Development Grant Program (NBRC22GNY07) in the amount of \$675,452 and through the NBRC Forest Economy Grant Program (NBRC23GRF06) in the amount of \$1,000,000, and

Whereas, Paul Smith's has requested additional technical assistance from the Authority to provide additional services through the development of the preliminary engineering and design phase of the project anticipated to be completed by October 2025, and

Whereas, to extend the Authority's service to support an October 2025 completion of this phase will increase the Authority's level of effort, resulting in additional expenses of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

Now, therefore be it

RESOLVED, that **Amendment No. 1 to the Technical Services Agreement for Water and Wastewater Infrastructure Improvements, by and between the Authority and Paul Smith's College of Arts and Sciences, is hereby approved. The Executive Director is hereby authorized and directed to execute said Amendment.**

**AMENDMENT NO. 1
TO TECHNICAL SERVICES AGREEMENT FOR WATER AND WASTEWATER INFRASTRUCTURE
IMPROVEMENTS
PAUL SMITH’S COLLEGE OF ARTS AND SCIENCES
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and Paul Smith’s College of Arts and Sciences (College) entered into an Agreement dated August 17, 2023 for an amount not to exceed \$15,000 to perform services related to project management, request for proposal solicitation, and funding assistance to the College’s Water and Wastewater Infrastructure Improvement Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the College has secured funding from the Northern Border Regional Commission (NBRC) through the Economic and Infrastructure Development Grant Program (NBRC22GNY07) in the amount of \$675,452 and through the NBRC Forest Economy Grant Program (NBRC23GRF06) in the amount of \$1,000,000, and

WHEREAS, the College has requested the Authority provide additional services through the development of the preliminary engineering and design phase anticipated to be completed by October 2025, and

WHEREAS, to extend the Authority’s service to support an October 2025 completion of this phase will increase the Authority’s level of effort, resulting in additional expenses of \$15,000, bringing the not-to-exceed amount of the contract to \$30,000.

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

The return of one signed copy of the Amendment 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**

PAUL SMITH’S COLLEGE OF ARTS AND SCIENCES

By: _____

Carl E. Farone, Jr.

Title: Executive Director

Date: _____

By: _____

Daniel Kelting

Title: President

Date: _____



Board Resolution No. 2024-10-74
October 24, 2024

TECHNICAL SERVICES AMENDMENT NO. 1
VILLAGE OF MALONE
WATER SYSTEM IMPROVEMENTS PROJECT

Whereas, pursuant to Resolution No. 2022-08-65 the Development Authority of the North Country (Authority) and Village of Malone (Village) entered into an agreement dated August 29, 2022 not to exceed \$18,000 to provide technical services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvements Project, and

Whereas, the Village has secured funding through the Environmental Facilities Corporation (EFC) to proceed with the project through the award of a New York Water Infrastructure Improvement Act (WIIA) grant in the amount of \$5,000,000 and low interest financing, and

Whereas, the Village experienced delays with the completion of the third production well and funding agency approvals to proceed with final design, bidding, and construction. Resulting in an updated estimated project completion date of December 2026, and

Whereas, the Village has requested the Authority provide additional project management services through construction completion and project close out as detailed in the original agreement as Phase 2 Services, and

Whereas, to extend the Authority's service to support a December 2026 completion date and provide Phase 2 Services will increase the Authority's level of effort, resulting in additional expenses of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000.

Now, therefore be it

RESOLVED, that Amendment No. 1 to the Technical Services Agreement for Water System Improvements Project, by and between the Authority and Village of Malone is hereby approved. The Executive Director is hereby authorized and directed to execute said Amendment.

**AMENDMENT NO. 1
TO TECHNICAL SERVICES AGREEMENT FOR WATER SYSTEM IMPROVEMENTS PROJECT BETWEEN
VILLAGE OF MALONE
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated August 29, 2022 for an amount not to exceed \$18,000 to perform services related to project management, funding administration, design, and bidding pertaining to the Village's Water System Improvement Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the Authority assisted the Village in applying for and securing funding through a New York State Water Infrastructure Improvement Act (WIIA) Grant on November 9, 2022 in the amount of \$5,000,000, and

WHEREAS, the Village experienced delays with the completion of the third production well and funding agency approvals to proceed with final design, bidding, and construction. Resulting in an updated estimated project completion date of December 2026, and

WHEREAS, the Village has requested the Authority provide additional project management through the design, bidding, and construction phase as detailed in the original agreement, and

WHEREAS, to extend the Authority's service to support a December 2026 completion with subsequent funding agency closeout will increase the Authority's level of effort, resulting in additional expenses of \$50,000, bringing the not-to-exceed amount of the contract to \$68,000.

NOW, THEREFORE, the Authority and the Village agree to amend the agreement to \$68,000.

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF MALONE

By: _____

By: _____

Carl E. Farone, Jr.

Andrea Dumas

Title: Executive Director

Title: Village Mayor



Board Resolution No. 2024-10-75
October 24, 2024

SOLID WASTE OPERATING PERMIT RULES & REQUIREMENTS POLICY
MATERIALS MANAGEMENT FACILITY
REVISION

Whereas, the Development Authority of the North Country operates the Materials Management Facility, a regional landfill, under New York State Department of Environmental Conservation Operating Permit #6.225/00007/00006, and

Whereas, the Operating Permit issued to the Authority requires the establishment of operating rules and requirements applicable to entities which utilize the regional landfill, and

Whereas, to obtain access and utilization of the regional landfill requires the user to possess a valid access permit issued by the Authority upon the user certification of their understanding and acceptance of all applicable rules, local laws, State and Federal requirements, and

Whereas, to obtain an access permit, the user shall complete an application provided by the Authority, provide adequate proof of insurance and pay a permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2024-02-20** the Development Authority of the North Country's Operating Permit Rules and Requirements Policy was last revised, and

Whereas, it is necessary for Executive Management to periodically review and update said permit requirements, rules and fees, to accurately reflect current requirements, and

Whereas, modifications have been made to:

- Section 3.0 to require renewal permits to be completed by February 15 versus March 31, thereby allowing staff adequate time to review;
- Section 6 to reduce the amount of recyclable material per load that is subject to fines from 30% to 20%, increase the minimum fine to \$500 and to establish a protocol to address repeat violations of excessive recyclables in loads;
- Section 8 to clarify requirements for permitted vehicles to be decaled and establish fee for replacement decals and RFID cards;
- Section 9 to clarify where haulers should untarp loads;
- PERMIT APPLICATION FORM to increase the fee from \$100 to \$300 and eliminate the annual renewal fee; and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the Solid Waste Operating Permit Rules and Requirements Policy, attached hereto and incorporated in this Resolution, and be it further

RESOLVED, that the Executive Director is hereby authorized to implement said rules, applications, permits and fees as documented in the Solid Waste Operating Permit Rules and Requirements Policy.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

MATERIALS MANAGEMENT FACILITY

Solid Waste Operating Permit Rules & Requirements Policy

NYSDEC Operating Permit # 6-2252/00007/00006



DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
MATERIALS MANAGEMENT FACILITY

23400 NYS RT 177

RODMAN, NY 13682

PHONE: (315) 661-3230 FAX: (315) 661-3231

www.danc.org

www.northcountryrecycles.org

Rev. October 24, 2024

Development Authority of the North Country

Subject: Solid Waste Operating Permit Rules & Requirements Policy

Adopted: October 24, 2024

Resolution: 2024-09-xx



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These rules and regulations apply to the disposal of all solid waste at the Development Authority of the North Country’s Materials Management Facility (MMF), Rodman, NY. In addition, the provisions of Local Law 1 of 2014 for Jefferson County, Local Law 3 of 2015 for Lewis County and Local Law 2 of 1997 amending Local Law 5 of 1991 for St. Lawrence County (Local laws) shall be applicable to all permits issued hereunder and must be fully complied with by the permit holder.

SECTION 1.0 INTRODUCTION

All companies, haulers, municipalities or other entities shall obtain a permit issued by the Development Authority of the North Country (Authority) authorizing the permit holder to dispose of solid waste at the Authority's regional landfill in Rodman, NY.

1. Any permit issued by the Authority shall be subject to the terms, conditions, rules and regulations set forth hereunder, in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
2. The Authority reserves the right to deny a permit to any hauler, company, partnership, municipality or other entity that it deems unfit based on prior activities, information submitted in the permit application or obtained from reliable sources.
3. The Authority reserves the right to revoke any permit for failure to comply with the terms, conditions, rules and regulations set forth hereunder and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
4. The Authority reserves the right to refuse to renew a permit in the event the permit holder has failed or is failing to comply with terms, conditions, rules and regulations set forth hereunder, and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.
5. Failure to comply with the terms, conditions, rules and regulations, and requirements of a permit issued hereunder and/or failure to comply with the Local Laws, shall subject any such permit holder to penalties, including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 2.0 PERMIT TERMS AND CONDITIONS

1. This permit shall be renewed in accordance with the provisions set forth in these procedures.
2. The permit holder must comply with all applicable Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.
3. Permit holders shall respond to any information requests from the Authority in the method and timeframe specified therein.
4. All loads of solid waste must be covered upon arrival at the Materials Management Facility. Failure to tarp, or cover, loads arriving at the landfill may result in penalties including, but not limited to, monetary fines and revocation of permits.
5. The permit holder shall use only the routes designated in the permit application for delivery of solid waste to the Authority's Landfill. (See Section 5.0)
6. Solid waste and recyclables shall not be co-mingled at any time. (See Section 6.0)
7. The permit holder shall procure and maintain vehicle and general liability insurance throughout the term of the Permit. (See Section 7.0)
8. Only waste originating from Jefferson, Lewis, and St. Lawrence Counties shall be accepted at the facility without prior authorization from the Authority. Authorization shall be determined by the Director of Materials Management based on beneficial use, and need for the proposed waste. Beneficial use waste from outside the tri-county area shall require approval from the Executive Director.

SECTION 3.0 PERMIT PROCESS

1. Companies, haulers, municipalities or other entities must apply for and be granted a MMF Waste Disposal Permit. Permits are valid for a period of one year, from April 1st through March 31st. Permit applications received after April 1st, but before March 31st, will be valid only through March 31st and will not be prorated. The permit application form must be filled out completely and submitted along with the appropriate fees and required documentation or it will be returned or denied at the Authority's discretion. Applicants shall supply a Certificate of Insurance (See Section 7) to the Authority at the time their application is submitted.
 2. Upon receipt of the permit application, Authority staff shall review the application for completeness and accuracy. If information presented by the applicant appears accurate and complete, and applicant deemed fit to be issued a permit, the permit will be granted.
 3. The Authority will send a permit renewal application-reminder prior to the permit expiration date, as a courtesy, if the permittee remains in good standing. In the event a reminder is not sent/received, the account holder is the responsible party to obtain, complete, and return the renewal documentation which is available on the Authority's website. The renewal application must be completed and returned along with any required fees and documentation before February 15th of the expiration year of the current permit. Failure to submit the renewal application or provide the required fees and documentation will result in the expiration of the hauler's permit. A new and complete application must then be submitted for reinstatement.
 4. Upon issuance of a permit, the hauler will be given an identification decal for each vehicle that has been registered on the permit application and for which the registration fee has been submitted. The decal is specific to the vehicle and shall not be affixed to any other vehicle for any reason. The decal must be affixed to the appropriate vehicle prior to entry in the landfill. The hauler must complete the vehicle registration form and remit the appropriate fee for any vehicle that the hauler wishes to add to the permit. Only vehicles registered or leased to the applicant may be added to the applicant's permit. A copy of any lease agreements must be submitted with the application. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. It is mandatory that all license plate changes are reported promptly. There will be no charge for modifications of that nature.
- 4-5. Permit application must be returned with a completed W-9 form.

SECTION 4.0 ENFORCEMENT

Failure to comply with any provision of relevant Federal, State or Local laws or these Rules and Regulations, may subject the permit holder to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, reporting to regulatory agencies or any other action deemed appropriate by the Authority. The Authority reserves the right to assess monetary penalties for violations of these permit rules and regulations that escalate with repeat offenses.

SECTION 5.0 APPROVED LANDFILL ROUTES

A condition of a permit to use this facility requires that you and/or your employees use the following main routes for delivery of any solid waste to the Materials Management Facility, located at 23400 NYS Rt. 177, Rodman, NY.

From points north: Interstate 81 South or US Rt. 11 South to NYS Rt. 177 East
From points south: Interstate 81 North or US Rt. 11 North to NYS Rt. 177 East
From points east: NYS Rt. 12 or County Rt. 194 to NYS Rt. 177 West

Waste hauling vehicles should not use County Rt. 69, County Rt. 68 (Zoar Rd.), County Rt. 155 (Dry Hill Road) or Fuller Road. The only exception is if you are coming directly from a designated customer on those roads. Waste haulers that are reported to be traveling these roads may be asked for verification of the load origin and may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the Permit holder's permit.

SECTION 6.0 RECYCLING

Recycling is mandated by New York State General Municipal Law § 120-aa. Under this law, municipalities are required to enact local recycling laws. Please refer to the local laws of the counties that you service for specific requirements. The Authority prohibits the commingling and disposal of recyclables with solid waste. In order to qualify for a waste disposal permit at the Authority's landfill, a hauler of solid waste **must**:

1. Offer customers recycling services in addition to solid waste disposal.
2. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.
3. Provide information to customers about what materials are collected for recycling in this region and what is prohibited from being disposed of in the trash.
4. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.
5. Spot check customer loads for compliance with recycling.
6. Disclose to the Authority how recyclables are collected, where the collected recyclables are disposed of, and provide annual tonnages of recyclables collected on the recyclable report form that is sent to the permit holder annually at the beginning of the year for the previous year's activities.

Additionally:

1. Loads containing ~~20~~30% or more recyclable material, as determined by Authority staff, ~~may~~shall be subject to surcharges, fines, or rejection of the load. The surcharge will be double the tipping fee, with a minimum fee of \$500, rate at a minimum. Since many loads can be identified as containing excessive recyclable before they are tipped, a load that is rejected before it is tipped will be charged a \$250 surcharge.
2. Companies with repeat violations of excessive recyclables in their loads ~~are~~may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, as outlined below.
 - a. At the time of permit renewal, any hauler with more than six violations in the previous 12-months, will be assessed a \$1,000 surcharge for their permit renewal.
 - b. Haulers receiving excessive violations may have their permit suspended. Haulers shall be provided a written warning prior to permit suspension.
 - a-c. There will be a \$1,000 surcharge to reinstate a hauler's permit that has been suspended.
- ~~2-3.~~ Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.

~~3.4.~~ Unacceptable wastes as defined in 11.2 of this section shall be returned to the hauler for proper disposal if the unacceptable waste is still intact and may be safely returned to the hauler's vehicle, preferably by mechanical means.

SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, the Permit Holder shall defend and indemnify the Authority, all of its officers, agents, and employees from and against all liability, claims, damages or losses in any way arising out of or resulting from the transporting or dumping of waste or the operation of the permit holder's vehicles or equipment whether or not such claim, damage, loss or expense is based in whole or in part [or solely] upon any negligent act or omission of the Authority or any of its officers, employees or agents.

Please submit a current certificate of insurance with this application. Do not send under separate cover.

The "Certificate(s) of Insurance" to be filed with the application shall be acceptable by the Authority and executed by the representatives of an insurance company duly licensed, authorized and qualified to do business in the State of New York, evidencing that said insurance company has issued liability and property damage insurance policies. The Authority must be listed as certificate holder as listed below and cover the following:

Development Authority of the North Country
Materials Management Facility
23400 New York State Route 177
Rodman, New York 13682

1. Commercial General Liability

- Commercial General Liability with Limits of Insurance not less than \$1,000,000 each Occurrence and \$2,000,000 Aggregate, \$2,000,000 Products & Completed Operations Aggregate ("Completed Operations Coverage").
- No deductibles allowed.
- CGL coverage shall be written on ISO Occurrence Form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, Products & Completed Operations coverage, and personal and advertising injury and contractual liability. Copy of General Liability schedule of forms and endorsements may be requested for further review.

2. Automobile Liability

- Business Auto Liability with limits of at least \$1,000,000 Combined Single Limit.
- Business Auto Liability must provide coverage for all owned, non-owned and hired/borrowed automobiles.
- If the Work involves transportation of ~~hazardous or~~ regulated substances, ~~hazardous or~~ regulated wastes and/or ~~hazardous or~~ regulated materials, Permit Holder shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), ~~and the Motor Carrier Act endorsement (MCS-90)~~. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

3. Workers Compensation/Employers Liability

- Workers Compensation and Employers Liability shall be maintained for the State of New York and the Authority for all employees with coverage meeting the required statutory limits for this insurance.
- The Permit Holder must obtain ONE of the following forms as proof of Workers' Compensation coverage:

- **Form C-105.2** – Certificate of Workers’ Compensation Insurance issued by private insurance carriers, or
 - **Form U-26.3** issued by the State Insurance Fund; or
 - **Form SI-12**– Certificate of Workers’ Compensation Self-Insurance; or
 - **Form GSI-105.2** Certificate of Participation in Workers’ Compensation Group Self-Insurance; or
 - **CE-200**– Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.
- On forms where a certificate holder can be indicated, the name of the Development Authority of the North Country shall be entered in this field, as the insurance carrier will notify the certificate holder if a policy is canceled.

4. Commercial Umbrella Policy

- Umbrella Limits must be \$1,000,000. Umbrella policy must follow form on the Commercial General Liability, Automobile Liability and Workers Compensation/Employers Liability.

5. New York State Disability/Paid Family Leave

- Coverage must be statutory for all employees in New York State.
- Proof of Disability Benefits Coverage:
- To comply with coverage provisions of the WCL regarding disability benefits, the Workers’ Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the Development Authority of the North Country (Authority). For each new contract or contract renewal, the Authority must obtain ONE of the following forms from the Contractor to prove the Contractor has appropriate disability benefits insurance coverage:
 - **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
 - **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
 - **CE-200** – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage

Primary Coverage: All insurance policies shall provide that the required coverages shall apply on a primary and not on an excess or contributory basis to any other valid and collectible insurance that may be available to any Additional Insureds. Any insurance maintained by any Additional Insureds shall be excess of and shall not contribute with the Permit Holder’s insurance regardless of any “other insurance” clauses contained in any Additional Insureds policies.

Additional Insureds: Except Workers Compensation Permit Holder shall name the Development Authority of the North Country, the State of New York, as additional insureds with respect to all operations at the Landfill. The additional insured status shall be on a primary and non-contributing basis over all other valid and collectible insurance. Attached to each applicable certificate of insurance shall be copies of the Additional Insured Endorsements.

Cancellation. The Insurance *shall remain in effect for the term of the permit* and all policies shall be endorsed to provide that written notice shall be given to the Development Authority of the North Country at least thirty (30) days prior to any change in the conditions of the certificate or any expiration or cancellation thereof.

Waiver of Subrogation: Waivers of subrogation applies in favor of the Authority to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage), Automobile Liability, Commercial Property/Inland Marine, Commercial Umbrella, Workers Compensation/ Employers Liability, and any other insurance or self-insurance of the Permit Holder. Permit Holder waive all rights against the Authority, the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waivers of subrogation shall be effective even though the Authority, the State of New York would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premiums directly or indirectly, and whether or not any of them had an insurable interest.

****Important****

It is the responsibility of the permitted hauler to ensure that a current certificate of insurance is sent to the Materials Management Facility upon renewal of your insurance policy. This may or may not coincide with the renewal date of your permit. Haulers will not be allowed to enter the facility if their certificate(s) have expired, if the Authority is not listed as certificate holder or additional insured where required or if a cancellation notice is received without being followed by a reinstatement notification.

SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS

1. Materials Management Facility Information

The Materials Management Facility is located at 23400 NYS Rt. 177, Rodman, NY. Waste receiving hours are Monday through Friday, from 7:15 AM to 3:00 PM. The facility is closed on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Tipping fees are based on weight as determined by the Authority's scales. Rates are determined annually by the Authority Board of Directors. Gate rates and any other applicable charges can be found on the Authority's website, www.danc.org.

2. Vehicle Requirements

- Hauler vehicles must be tandem axle or larger and "self-unloading".
- Vehicles must be equipped with front and rear tow hooks.
- All loads must be tarped per DEC Law Enforcement Regulations and in a manner such that it contains the waste in the vehicle and does not allow escaping litter.
- Vehicles must be in good repair such that leachate does not discharge from the vehicle except within the active landfill area.
- All vehicles must be equipped with a functioning audible back up alarm. All vehicles must be equipped with a functioning CB radio.
- Display of Authority issued decals are mandated on both sides of the truck. Replacements of lost, damaged, or illegible decals will be ordered at the hauler's account expense via debit memo to the account. Replacement cost is \$60 per decal set and \$20 per RFID.

Note: The MMF has the right to refuse entry to any vehicle that it determines not to be in compliance with these requirements.

3. Safety Requirements

- Drivers and other personnel must wear approved reflective, high visibility safety attire at all times while outside their vehicles in the active landfill area. Approved apparel is a minimum of a safety vest. All outer garments (safety vest, t-shirt, sweatshirt, jacket if the outermost layer of clothing) must meet or exceed ANSI/ISEA 107-2020, Class II standards, with no obstructions and in a condition such that the reflectivity or visibility is not compromised.
- Drivers and other personnel are required to wear an **approved** hardhat, meeting a minimum of ANSI/ISEA Z89.1-2014, Class C, Type I or Type II standard at all times while outside their vehicles in the active landfill area. Bump caps do not satisfy this requirement.
- Drivers and other personnel are required to wear **appropriate** footwear while outside their vehicle in the active landfill area. Approved footwear must meet ASTM F2413-18 (PR) standards, which has steel toes and are puncture resistant.
- The use of safety glasses while outside the vehicle in the active landfill area is required.
- All vehicles are required to have a working CB radio set on Channel 2 to enable communication with MMF operations personnel and will be required to make contact with MMF staff before proceeding up to the working face. MMF personnel monitor Channel 2. No cursing or other foul language will be tolerated on CB or MMF radios.
- Backup alarms are required and must be in working condition.
- When entering the active landfill area, drivers will stop at the point where indicated by signage. The driver **will not** proceed to the tipping floor until he has been notified by MMF operations personnel (on the CB radio) to do so.
- **The use of cell phones, ear buds, company radios or any other non-authorized audio equipment while operating any motor vehicle is prohibited on Authority property.** CB use is permitted in the active landfill area for communication with operators **only when the vehicle is not moving.**
- **No smoking** is allowed in the active landfill area or within 25 feet of any building at any time.
- Drivers must remain with their vehicle while at the MMF. No person under the age of 16 is permitted outside the vehicle.
- Spacing between vehicles while dumping is a minimum of 15 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
- Drivers should not stand near the rear of the vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should remain in their vehicle at all times at the working face. If necessary to exit the vehicle, drivers should make eye contact with landfill equipment operators or any other vehicle operator and wait for direction before approaching.
- The Authority reserves the right to detain any waste hauling vehicle and its driver on site for any reason deemed appropriate until the matter that warranted the detention is resolved.

4. Stormwater Pollution Prevention

The facility permit prohibits non-stormwater discharges. The term non-stormwater discharges includes: vehicle fluids, drained free liquids from dumpsters and leachate. In an effort to minimize stormwater pollution the following items are required:

- Vehicles must be in good repair such that liquids or materials do not discharge from the vehicle except within the active landfill area.
- Prior to leaving the working face a vehicle walk-around shall be completed to ensure there are no fluid leaks from the vehicle. If leaks are identified, do not leave the landfill, notify the Operators using CB channel 2 for further direction.
- Vehicles must be cleaned out in a designated area at the working face such that no debris leaves the vehicle outside the active landfill area. If there is not a designated area, ask the Operators on CB channel 2 where the cleanout should be performed.

SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS

1. The landfill site speed limit is 15 mph. The access road to the landfill site speed limit is 30 mph. Drivers exceeding the posted speed limit will be issued a verbal warning for the first offense. For additional offenses, the driver's company may be notified and/or the driver may be barred from the facility.
2. The speed limit while entering and exiting the scale is 5 mph.
- ~~3.~~ 3.4. All waste hauling vehicles must weigh in and weigh out. The driver will stop and wait at the spot that is designated by signage until the scale clears.
- ~~3-4.~~ 3-4. Untarp at the stop sign, prior to approaching the inbound scale. A spot check may be performed prior to scale in for excessive recyclables. Visual findings may result in scale-in refusal and associated surcharges.
- ~~4-5.~~ 4-5. No ~~untarpping or~~ turnbuckles are to be undone prior to entering the staging area at the working face. ~~Drivers must remain in their vehicles while waiting in line at the scales.~~
- ~~5-6.~~ 5-6. The scale operator will direct traffic flow via a traffic light.
- ~~6-7.~~ 6-7. When requested, the hauler will supply the scale operator with all the required information about the load that is to be disposed of. This includes the material type, the county from which the waste is coming, and any other information that the scale operator requests. Our automated system currently allows driver to enter this information at the kiosk before entering the active landfill. Tipping fees will be billed to the hauling firm unless alternate arrangements have been approved. Drivers unable to supply the required information about their load will not be allowed to dump until the information can be obtained.
- ~~7-8.~~ 7-8. All manifests, bills of lading or other written documents about the load will be presented to the scale operator during the inbound process before the driver leaves the scale.
- ~~8-9.~~ 8-9. Any hauler willfully misrepresenting required information about their load or attempting to deliver other than acceptable waste as defined herein by the MMF, may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
- ~~9-10.~~ 9-10. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
- ~~10-11.~~ 10-11. The MMF reserves the right to reject any load containing unacceptable or unauthorized waste, including recyclables. Additionally, MMF personnel may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory agency, has inspected the material. The MMF may also take any corrective action it deems appropriate, but not limited to, excavating, loading, transporting and disposing the unacceptable waste at proper facilities, all at the cost to the hauler. The hauler agrees to assist the MMF or other legally constituted enforcement agency in efforts to identify the origin of the unacceptable waste.
- ~~11-12.~~ 11-12. Prohibited materials found within the load may be returned to the hauler.
- ~~12-13.~~ 12-13. Scavenging of dumped waste will not be permitted at any time.
- ~~13-14.~~ 13-14. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.

~~14-15.~~ Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.

~~15-16.~~ If a hauling vehicle becomes stuck in the landfill, the MMF will provide assistance under the following conditions:

- The driver must request assistance.
- The driver must attach the towing device (chain/cable) to the front or rear tow hooks on his vehicle.
- The driver shall remain in his vehicle during the retrieval process and apply slight power as the tow devices start to pull,
- The Authority shall not be liable for damages resulting from the retrieval process.
- The Authority reserves the right to refuse assistance and require the hauler to obtain professional towing service.
- Stuck vehicles will not be pushed by Authority personnel under any circumstances.

~~16-17.~~ There is absolutely no overnight staging of waste on landfill property outside the active landfill area.

SECTION 10.0 SPECIAL CONDITIONS

1. Receiving time restrictions may apply to certain materials as deemed necessary by the Authority.
2. Approved friable asbestos loads, or any other material that may require special handling and must be scheduled 24 hours in advance. Asbestos that is manifested as friable, will be handled and billed as friable asbestos.
3. All asbestos containing material (non-friable) must be identified as such to the scale operator. Although legally transported on the roadway as construction debris, non-friable asbestos will be tracked and handled differently at the landfill.
4. Dig out/unloading assistance for loads that cannot be discharged will be available by MMF operations. Hauling companies must first complete the Unloading Assistance/Dig Out Authorization Form (included in this document). (See Unloading Assistance/Dig Out Policy-included in this document- for additional information.) A fee for this service may apply. The driver will be required to request the assistance. Any charges incurred for this service will be indicated on the scale ticket.
5. Materials that require special handling and loads containing excessive recyclable materials may be subject to surcharges and/or fines.
6. A fee for an environmental cleanup may be assessed to the hauler that causes a spill or other incident requiring a cleanup. Such incidents include, but are not limited to, hydraulic oil, brake fluid or fuel leak or spill, leachate discharge other than at the working face, loss of contents from the hauler's load other than at the working face or any other action that requires a cleanup of materials or contents. The fee will be determined by the number of MMF employees needed to perform the cleanup, the length of time the cleanup took and the equipment and/or materials needed to properly cleanup the area(s). This fee will be assessed to the hauler's account. Failure to pay the associated charges may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 11.0 WASTE CATEGORIES

1. Acceptable Waste

The Authority will accept the following for disposal:

Non-hazardous solid waste, including municipal solid waste, commercial waste, industrial waste, construction, and demolition debris, non-hazardous petroleum contaminated soil and municipal and industrial sludges as approved by Authority staff.

2. Unacceptable Waste

The Authority will not accept the following for disposal:

- Septic tank pumping
- Liquid wastes
- Industrial or commercial liquids, sludges, slurries which are less than 20 % solid or contain free liquids
- Large dead animals
- Explosives
- Pesticides
- Herbicides
- Hot ashes
- Sealed containers
- Clean containers 5 gallons or larger shall not be disposed of unless the ends have been cut off and container crushed
- Hazardous wastes as identified in 6NYCRR 360-1.5(b) or Part 371
- Any empty drums or containers which previously contained hazardous waste
- Fluids/Liquids produced from oil or gas production
- Ferrous and non-ferrous scrap metal (including motor vehicles)
- Waste oils
- Green waste
- Waste Tires - except solid rubber tires (non-pneumatic)
- Infectious waste and untreated regulated medical waste
- Lead acid batteries (including motor vehicle batteries)
- Source-separated rechargeable batteries
- White goods (refrigerators, stoves, air conditioners, etc.)
- Source-separated mercury containing products
- Mercury-added consumer products as defined in ECL section 27-2101 or mercury added thermostats as defined in ECL section 27-2901
- Source-separated household hazardous waste
- Any other source separated items that are subject to legislatively enacted product stewardship programs in New York State
- Low level radioactive waste, processed and concentrated naturally occurring radioactive material (NORM) waste.
- Source-separated electronic waste (computers, monitors, TV, computer peripherals, etc.)
- Source-separated recyclable materials (as noted on the list of acceptable recyclables(see www.NorthCountryRecycles.org)
- Waste from Designated Food Scrap Generators as defined by the New York State Food Scraps Recycling Law

3. Radiation Detection

The facility is equipped with a Radioactive Waste Detection System as is required by NYSDEC and in compliance with 6NYCRR Part 363 requirements. Vehicles entering the landfill will be scanned by the radiation detection unit located at the southern end of the scales. The goal is to minimize exposure to radiation for our employees and customers and its potential to cause serious effects for human health and environmental impacts.

The radiation monitoring system continuously measures background levels, and is activated when a vehicle passes through the system. The system issues a radiation alarm if the reading from a vehicle is 5 times the background level or more, and a speed alarm if the vehicle was moving faster than 5 mph. If radiation is detected, ~~greater than five times background radiation levels,~~ the system ~~will indicate whether it's a level 1, 2 or 3 will~~ alarm ~~depending on how many times above background level.~~ At this point the driver will be notified by customer service that their vehicle has triggered a radiation alarm and will receive further instructions. It may be necessary for the load to pass through the sensor array three times before proceeding to the next step.

Following the confirmation of radiation levels, the driver may be directed to a staging area to await further testing. Additional screenings may be required to determine if the load can be safely returned to the site of generation, or if it is ineligible for further transportation. The Authority's policy is to immediately notify the NYSDEC and provide haulers with the information and permit application required to allow the expedient return of the waste to the site of generation. Once returned, haulers and generators must work in coordination with the NYSDEC and hire a licensed contractor to segregate the source of radiation and ensure its disposal at a licensed facility.

In the event that the radiation originating from the container is severe enough to prohibit removing the vehicle from the site, the Authority will instruct the driver where to stage the container to await the safe removal of the source of radiation. Handling and disposal of radioactive materials requires licensed companies and facilities. The Authority shall contract with eligible service providers to have a contingency plan to respond to such instances on an emergency basis. All fees related to the segregation, packaging, shipment, and final disposal of radioactive materials shall be billed directly to the responsible hauler. Failure to reimburse the Authority for these expenses will result in the revocation of the hauler's permit.

4. Special Waste

Any waste that is composed of a material that has the potential to exhibit any characteristic of a hazardous waste as defined in NYCRR Part 371, Section 371.3 and 40 CFR Section 261; ignitibility, corrosivity, reactivity, or toxicity or any waste, due to its composition or origin, requires special handling for disposal. Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, industrial wastes and asbestos. The Authority will require analytical testing, Safety Data Sheets (SDS), profile forms or manifests as a condition of acceptance of such wastes.

Construction and demolition debris with the exception of un-painted wood, metal, concrete, and stone are considered suspect materials for hazardous materials. All building materials which are not generated from a private residence or associated structures must receive prior approval from the special waste screening program.

Special wastes require prior approval by the Authority. The Special Waste Profile Form must be completed in its entirety, signed by the owner or representative of the property where the waste was created, and signed by the licensed individual who performed the testing which is being used for the screening process.

The Special Waste Screening Form can be found on the Development Authority's website at: <https://www.danc.org/media/Operations/Materials%20Management/LandfillPermits/SpecialWasteScreeningFillableForms>

It is the responsibility of all parties handling hazardous materials to understand their regulatory roles and responsibilities. This process is designed to ensure that the Authority maintains compliance with its operating permits and regulatory requirements. The Special Waste Screening process is not a comprehensive representation of, or replacement for, the hauler and generator's responsibilities under applicable state and federal regulations.

SECTION 12.0 UNLOADING ASSISTANCE/ DIG OUT POLICY

All vehicles entering the facility to dispose of waste are required to be **self-unloading**. When a specific need requires it, assistance to release the load will be provided by Authority staff under the following conditions:

1. The permit holder must have a signed *Unloading Assistance/Dig Out Authorization* form on file with the Authority.
2. The driver must request the assistance after exhausting all reasonable efforts to self unload.
3. The permit holder assumes full liability for any damage to the vehicle or any of its parts during the dig out assistance that is not due to gross negligence on the part of Authority staff performing the dig out.
4. Dig out will only be performed from the rear of the vehicle and any waste not removed from this procedure will be the responsibility of the hauler.
5. The driver will remain in the vehicle during the dig out process.
6. The dig out assistance will be performed in accordance with the working face traffic. Managing traffic flow and tipping floor conditions takes precedence over digging out loads.
7. Dig out assistance is not a substitute for vehicles that are in disrepair and cannot self-unload. Any hauler vehicle for which repeated requests are made for unloading assistance due to a mechanical problem may be denied until the vehicle is repaired and in good working order.
8. There will be a charge for unloading assistance/dig out services for loads that do not self-unload. Those charges can be found on our website, www.danc.org along with our gate rates and other surcharges. The charge for the assistance will be assessed on the scale ticket for the associated transaction. <https://www.danc.org/departments/materialsmanagement/LandfillFees>
9. There will be no charge for dig out assistance for frozen loads on days that Authority staff declares a weather day, for which one can reasonably expect incoming loads to be frozen.
10. The Development Authority of the North Country reserves the right to refuse unloading/dig out assistance at its discretion.

PERMIT APPLICATION

Application Fee ~~\$300.00~~ ~~400.00~~

Renewal ~~\$50.00~~

**Development Authority
of the North Country
Materials Management Facility**

Waste Disposal Permit Application

Official Use Only

Permit Number _____

Rec'd Date: _____ Completed Date: _____

Check No. _____ Cash _____

Total Fee: _____

Part 1: Applicant Information:

(Please type or print legibly)

Business Name : _____

Business Address: _____

County: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email Address: _____

Does applicant have a current NYS DEC Part 364 Permit? _____ Yes _____ No

If yes, please attach a copy to this waste disposal permit application

Part 2: Organizational Profile

Legal Name of Company : _____

Taxpayer ID Number: _____

Type of Business: _____ Corporation _____ Partnership _____ Proprietorship

_____ LLC _____ Municipality _____ Other (please specify) _____

Billing statement/invoice email address(es):

Scale Ticket email address (if desired):

Frequency of tickets (select one): Daily, Weekly, Billing Period

Is a PO required on tickets for payment? Yes No

Contact Email for Materials Management Correspondence:

Additional Telephone Contacts:

Name _____ Phone Number _____ Title _____

Part 3: Waste Identification

Please identify all types of material or waste for which you are requesting to be permitted for disposal:

Municipal Solid Waste (MSW) Bulk Asbestos*

Industrial Waste* Construction/Demolition Debris (C&D)

Municipal / Industrial Sludge* Contaminated Soil*

Asbestos* Other (specify): _____

**Authorization is required on a per case basis for these materials.*

For companies that haul MSW, industrial waste, and/or C&D please indicate how recyclables are collected:

source separated dual stream

single stream other (specify)

For companies that haul construction & demolition debris, please describe what measures are taken at construction sites to provide for recyclable materials:

Please list where collected recyclables are taken to be disposed of (please list specific site locations)

Please indicate the counties that you service (and from which you will be disposing of solid waste at the Authority's landfill):

Jefferson Lewis St. Lawrence

Other-Requires Pre-Authorization (please Specify) _____

Hauling Company Name: _____

Part 4: Industrial Waste Identifications (if applicable)

Industrial waste means solid waste generated by manufacturing or industrial processes. (See 6NYCRR Part 360-1.2(b)(87) for examples of such wastes.)

Please identify all industrial customers for which you provide waste disposal services. Include a description of the industrial wastes generated by each customer. A completed industrial waste profile form must be approved and on file for each generator. Analytical testing and/or Safety Data Sheets (SDSs) may be required for approval.

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

Generator Name: _____

Description of Waste: _____

A Special Waste Profile is available for download from our website, <https://www.danc.org/media/Operations/Materials%20Management/LandfillPermits/SpecialWasteScreeningFillableForms>

A completed profile and any requested SDS or analytical testing must accompany the profile in order to consider the material for disposal. All industrial waste must be pre-approved prior to disposal.

Hauling Company Name: _____

Part 5: Vehicle Information ---\$~~10.00~~**35.00** charge for each registered power unit.

Please list all vehicles that you wish to permit. **Vehicles must be registered or leased to the applicant.** An identification decal will be issued for all listed vehicles and must be affixed to that vehicle prior to entry to the landfill. Include a current copy of each vehicle's registration with your submittal.

	Vehicle Type*	Vehicle Year & Make	License Plate #	Company Assigned Truck #	VIN#	DANC ID# Internal use only
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						

*Vehicle Type Dump truck (DT) Rolloff (R/O) Frontload(FL) Rearload(RL) Sideload(SL) Tractor(TR)
Vacuum Truck - Dump (VT)

Part 6: UNLOADING ASSISTANCE/ DIG OUT AUTHORIZATION

Please report your intentions ~~complete if you wish~~ to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

Unloading assistance Authorized Unloading assistance declined

Acting as owner/agent/authorized representative of the above named organization, do hereby acknowledge the requirements of the Development Authority of the North Country as specified in the Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules to perform unloading assistance/dig outs at the Authority’s Materials Management Facility. Furthermore, I will inform our drivers of this agreement and authorize them to initiate the unloading assistance as they deem necessary. I understand that there will be a charge for this service unless told otherwise. This organization holds harmless and releases the Development Authority of the North Country and any agent acting on their behalf, from all liability for any damage caused by the action of providing the unloading assistance. I realize that the personnel performing the assistance will take reasonable precaution to prevent any damage.

Authorized Signature _____
Date

Printed Name _____
Title

Part 7: Application Fees

Permit Fee (includes credit application processing):
~~initial \$ 300.00/100.00 / annual renewal \$50.00~~
_____ \$ _____

Vehicle Registration Fee:
Number of Vehicles _____ at \$~~40~~35.00 per vehicle \$ _____

Total Fees Due: \$ _____

Please make check payable to “Development Authority of the North Country” and submit with completed application to 23400 NYS Rt. 177, Rodman, NY 13682.

Incomplete applications, ~~applications submitted without permit fee and applications submitted without required certificates of insurance~~ will not be processed. All required documents and fees must be submitted with the application.

Part 8: Certification

In compliance with the Terms and Conditions of the Development Authority of the North Country's Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

I, _____, acknowledge that I have read and am familiar with:

___ The Authority's Permit Requirements, Application and Site Rules.

___ The Local Laws of the Counties from which I have applied to haul waste from.

___ Flow control legislation in the applicable Counties

I hereby agree to operate in accordance with such requirements in the event a permit is issued. I also affirm that the statements made on the permit application form including any attached papers are true, and that I am aware that knowingly filing false statements is subject to persecution under the Penal Law.

Accepted and Agreed to:

By: _____
Principal or Owner (Print Name)

Signature

Title

Date

Approval of this information does not relieve the applicant of responsibility of complying with any other applicable Local, State or Federal Regulations.



Board Resolution No. 2024-10-76
October 24, 2024

AMENDMENT NO. 2
WATER SERVICE AGREEMENT
TOWN OF CHAMPION

Whereas, the Town of Champion desires to amend its Water Service Agreement dated February 10, 2014 with the Development Authority of the North Country, and

Whereas the February 10, 2014 agreement was first amended on October 10, 2024 to increase the term expiration date to December 31, 2055, and

Whereas, the Town of Champion desires to increase its water allocation from a maximum daily flow of 60,000 gallons per day to 80,000 gallons per day to serve new development within the Town, and

Whereas, this Amendment No. 2 to the Water Service Agreement has been approved by the Town of Champion, and

Whereas, the Authority has capacity available within its 750,000 gallon per day allocation for outside users from the City of Watertown to authorize this increase for the Town of Champion.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into Amendment No. 2 to the Water Service Agreement with the Town of Champion.

WATER SERVICE AGREEMENT

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF CHAMPION WATER DISTRICT No. 1**

AMENDMENT NO. 2

This sets forth the amendment made as of _____, 20____ by and between the Town of Champion (“Town”), a New York municipal corporation, with offices at 10 Broad Street, West Carthage, NY 13619 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 (“Authority”).

RECITALS

1. The February 10, 2014 agreement was first amended on 10/10/2024 to increase the term expiration date to December 31, 2055.
2. This second Amendment is making the following change: Article I, Section 101 of the February 10, 2014 agreement is hereby amended to increase the maximum daily flow of this contract to 80,000 gallons per day.
3. The Town is authorized to enter into this Agreement by Resolution dated _____, a certified copy of which is attached as **Exhibit “A”**.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

TOWN OF CHAMPION

By: _____
Thomas E. Stewart, Supervisor

ACKNOWLEDGEMENTS

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

On the ____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public

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

On the ____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared Thomas E. Stewart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

Notary Public



Board Resolution No. 2024-10-77
October 24, 2024

ECONOMIC DEVELOPMENT FUND
JEFFERSON COUNTY HISTORICAL SOCIETY
LOAN EXTENSION

Whereas, **Resolution No. 2021-06-95** authorized a loan of up to \$285,000 from the Economic Development Fund to the Jefferson County Historical Society to bridge New York State grant funding for improvements to their facility in Watertown, and

Whereas, **Resolution No. 2023-12-92** extended the loan for an additional 4-months to April 1, 2024, and

Whereas, **Resolution No. 2024-06-52** extended the loan for an additional 6-months to October 1, 2024, and

Whereas, the Authority has a participation loan with the Watertown Local Development Corporation which is also providing \$285,000 in construction financing, and

Whereas, the Authority is the lead lender, and

Whereas, the Jefferson County Historical Society has completed their project and is awaiting final disbursements from New York State for its grants, and

Whereas, the Jefferson County Historical Society has requested an additional 6-month extension of this loan to mature April 1, 2025, and

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

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby extend the term of the Jefferson County Historical Society loan for an additional 6 months subject to the attached Term Sheet.

TERM SHEET

Borrower: Jefferson County Historical Society

Loan Fund: Economic Development Fund

Loan Amount: up to \$285,000.00

Term: 24 months, or upon receipt of the final grant funds,
whichever occurs first

Rate: 1.5%, construction interest-only

Payment: Monthly interest-only

Collateral: Assignment of grant proceeds

Conditions: Watertown Local Development financing of \$285,000



Board Resolution No. 2024-10-78
October 24, 2024

TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE

Whereas, the Town of Tupper Lake has requested that Development Authority of the North Country staff write a grant application to the NYS Affordable Housing Corporation (AHC) for an owner-occupied rehabilitation housing program in the Town and Village of Tupper Lake, and

Whereas, Regional Development staff has administered past NYS HOME and AHC owner-occupied rehabilitation programs for the Village of Tupper Lake, and

Whereas, the Town and Village are collaborating on an application for AHC funding and requested that the Development Authority write the grant and administer the program if funded, and

Whereas, the Authority will write the grant to AHC for a not to exceed fee of \$3,500, and

Whereas, if funded, the Authority will provide program delivery and grant administration for a not to exceed fee of \$40,000.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Tupper Lake to complete a housing grant application to NYS Affordable Housing Corporation in an amount not to exceed \$3,500, and further be it

RESOLVED, if the application is funded, the Development Authority of the North Country does hereby authorize the Executive Director to enter into a Technical Services Agreement with the Town of Tupper Lake to provide grant administration and program delivery in an amount not to exceed \$40,000.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

TECHNICAL SERVICES AGREEMENT

WITH THE

TOWN OF TUPPER LAKE

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

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

And

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

Recitals

- A. The Town has requested technical services from the Authority to provide grant writing for a New York Affordable Housing Corporation grant. At its Board meeting held on _____, 2024, the Board selected the Authority to assist the Town to provide these services. **A copy of this Resolution has been attached as Exhibit A.**
- B. The Authority has been providing similar services for the Village of Tupper Lake since March 2016, St. Lawrence County and the Town of Gouverneur, among others.
- C. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

- A. The Town has asked the Authority to provide grant writing services for a New York State Affordable Housing Corporation grant that it may receive. The Authority's Regional Development staff will provide these services. The Authority has been providing similar services to the Village of Tupper Lake since March 2016.
 - B. The Authority will take directions only from Town designated representatives.
1. Scope of Services:

The scope of services that will be performed by the Authority consists of the following: 1) Grant Writing.

1.1 Grant Writing

Coordinate with Town staff at the request of the Town to complete the grant application, including but not limited to:

- Identifying qualified home owners within the Town and Village of Tupper Lake that would comprise the waiting list and potentially participate in the grant program;
- Provide scope of work write-ups to include in the application, if necessary;
- Complete all components of grant application;
- Work with Town to coordinate public hearing and any other required public participation, if necessary.

2. Payment

2.1 Grant Writing Services

The Town shall pay the Authority a not to exceed amount of \$3,500 for the completion and submission of the New York State Affordable Housing Corporation grant application.

The Authority shall bill upon completion of the grant application by submitting properly itemized and supported documentation, and payment thereof shall be made by the Town within 30 days of receipt of invoice. Rates are subject to change 4/1 annually.

TABLE 1 – Authority Labor Hour Burdened Rates

Employee Wage Rate	Standard	Overtime
Director of Regional Development	\$105	NA
Sr. Project Development Specialist	\$90	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Project Development Specialist	\$65	NA

2. The Town shall provide the reasonable support services of its staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.

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

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

unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
- 13. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.
- 14. This Agreement may be modified, or terminated, with 30 days notice by either the Town or Authority

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

TOWN OF TUPPER LAKE

**DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY**

By: _____

By: _____

Rick Dattola
Supervisor

Carl E. Farone Jr.
Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2024, before me personally came Rick Dattola, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the Supervisor of the Town of Tupper Lake described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

NOTARY PUBLIC

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

On this ____ day of _____, 2024, 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