



Board Resolution No. 2021-10-113
October 28, 2021

**AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO
AN AGREEMENT FOR AUDIT SERVICES**

Whereas, the Development Authority of the North Country has solicited competitive proposals for audit services for the fiscal year ending 2022 through 2026, and

Whereas, the Development Authority has utilized an evaluation process which compared audit approach, firm experience, partner experience, and cost, and

Whereas, the Audit Committee has reviewed the audit proposals and recommends the Development Authority award the audit services contract to Bonadio & Co., LLP.

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

RESOLVED, the Development Authority herewith authorized the Executive Director to enter into an agreement with Bonadio & Co., LLP to provide audit services, as specified in the Request for Proposal, for the five years ending March 31, 2026.

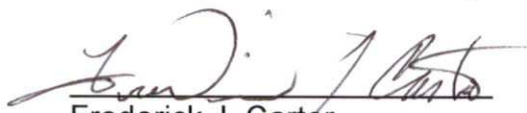
Motion by: A. Calligaris

Seconded by: A. MacKinnon

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-113 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman



Board Resolution No. 2021-10-114
October 28, 2021

**AUTHORIZING ESTABLISHMENT OF COMERICA BANK ACCOUNT
LINER RESERVE**

Whereas, the Development Authority of the North Country recently completed a \$24 million landfill extension capital project located at the Materials Management Facility in Rodman, NY, and

Whereas, the landfill extension has an estimated capacity of 11.5 million tons and is expected to have a useful life of approximately 50 years, and

Whereas, the Development Authority has established reserves to ensure compliance with State and Federal regulations and to provide capital as required to support continued operations and future buildout of the landfill extension, and

Whereas, the Authority has created and presented financial assurance projections for the useful life of the landfill extension (2075) which included future cell liner construction, and

Whereas, capital has been designated to be set aside to start funding the future liner costs, and

Whereas, future portions of the tip fee will be designated to continue funding the future cell expansions, and

Whereas, it is recommended to house the liner funds in a separate investment account during the southern extension buildout, and

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

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

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

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


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

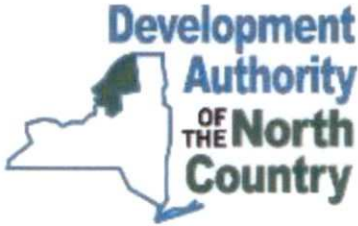
Motion by: D. Mastascusa
Seconded by: M. Murray

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-114 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman



Board Resolution No. 2021-10-115
October 28, 2021

FY 2022 OPERATING BUDGET AMENDMENT
ENGINEERING DIVISION
PASS-THROUGH EXPENDITURES

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Engineering Division for FY 2022 pursuant to **Resolution No. 2021-02-40**, and

Whereas, the Engineering Division of the Development Authority of the North Country maintains a pass-through general ledger account 8090 (Resale Parts and Materials) to pay vendors for services and materials and bill directly to contract customers, and

Whereas, the FY 2022 Engineering Resale Parts and Materials account was estimated to include planned work on Engineering Service contracts, and

Whereas, the actual pass-through work performed year-to-date will exhaust the budgeted Resale Parts and Materials account.

Now, upon the recommendation of Executive Management, be it therefore

RESOLVED, that the Development Authority of the North Country hereby authorizes an increase in the revenue and expense account of the Engineering Division to continue pass-through expenditures and amends the FY 2022 Engineering Budget as follows:


| <i>Account Description</i> | <i>Original FYE 2022 Budget</i> | <i>Amended FYE 2022 Budget</i> | <i>Budget Modification</i> |
|----------------------------|---------------------------------|--------------------------------|----------------------------|
| Customer Billings | \$1,203,271.00 | \$1,228,271.00 | \$25,000.00 |
| Resale Parts and Materials | \$38,500.00 | \$63,500.00 | \$25,000.00 |

Motion by: A. Calligaris
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-115 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman



Board Resolution No. 2021-10-116
October 28, 2021

**MANAGEMENT SERVICES AGREEMENT
CITY OF OGDENSBURG
WATER AND WASTEWATER FACILITIES**

Whereas, pursuant to **Resolution No. 2016-03-41**, the Development Authority of the North Country (Authority) and the City of Ogdensburg (City) entered into an Agreement dated May 16, 2016 to provide Management Services for the City's Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2017-03-33**, the Authority and the City agreed to Amendment 1 to provide Management Services for the City's Water Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2021-02-46**, the Authority and the City agreed to Amendment 2 to extend Management Services for the City's water and wastewater facilities through December 31st, 2021, and

Whereas, the existing Management Services Contract, through Amendment 2, will expire on December 31, 2021 and the City has requested the Authority provide pricing for the same services for an additional one year term with the option to renew for two additional years, and

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

January 1, 2022 – December 31, 2022 - **\$163,000**
January 1, 2023 – December 31, 2023 – **\$166,000**
January 1, 2024 – December 31, 2024 – **\$170,000**

Now, therefore be it


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

Motion by: F. Carter
Seconded by: A. Calligaris

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|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-116 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.



Frederick J. Carter
Board Chairman

MANAGEMENT SERVICES AGREEMENT

WASTEWATER FACILITIES CITY OF OGDENSBURG

This sets forth the Management Services Agreement made as of _____, 2021, by and between the **CITY OF OGDENSBURG**, a New York municipal corporation with offices at 330 Ford Street, Ogdensburg, New York 13669, ("City"), and the **DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1. The City has determined that the Authority is qualified and equipped to provide Management Services for the City water and wastewater facilities and desires to engage the Authority for such services. The City is authorized to enter into this Agreement by Resolution dated _____, 2021 a certified copy of which is attached as Exhibit "A".
2. The Authority desires to provide Management Services for the City facilities described in this agreement.

AGREEMENT

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

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

ARTICLE I - Definitions

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

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

- 3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".
- 4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for the clean water programs within New York State, referred to as the "DEC".
- 5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.
- 6) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.
- 7) "Fiscal Year" for the City means the period of twelve (12) calendar months beginning with January 1st of any year and ending with December 31st of the next year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year and ending with March 31st of the next year.
- 8) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the water and sewer facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.
- 9) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.
- 10) "SCADA", Supervisory Control and Data Acquisition system employed by the City to remotely monitor certain facilities.
- 11) "GIS", Geographic Information Systems software employed by the Authority to digitally map and manage infrastructure.
- 12) "Wastewater Facilities", the City-owned wastewater facilities described in detail on Record Drawings and Operation and Maintenance Manuals and a Preliminary Engineering Report developed by GHD in June 2018.
- 13) "Water Facilities", the City-owned water facilities described in detail on Record Drawings and Operation and Maintenance Manuals and a draft Preliminary Engineering Report developed by Environmental Design and Research (EDR) in July 2019.

ARTICLE II - Employment and Scope of Services

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

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

1) **MANAGEMENT SERVICES**

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

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

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

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

- Implement an asset management plan for the City's water and wastewater infrastructure and incorporate into a Computerized Maintenance Management System.
- Oversee and manage the City's Significant Industrial User (SIU) program.
- Provide technical input and recommendations in the annual operation and maintenance and capital budget process.
- Provide technical input and recommendations in present and future water and wastewater engineering and construction projects.
- Implement and improve preventative maintenance plans and work orders.
- Recommend routine repair/replacement of equipment.
- Coordinate with the City for routine purchases of supplies, chemicals, services and equipment necessary for plant operations.

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

2) **OPERATOR OF RECORD SERVICES**

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

3) **ASSIGNED AUTHORITY STAFF**

The Water Quality Supervisor shall represent the Authority providing Management Services.

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

4) **ADDITIONAL SERVICES**

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

Broadband Access: Through the execution of this Management Services Contract, the Authority will provide fiber to the City's Water Pollution Control Facility, which is utilized for Supervisory Control and Data Acquisition (SCADA), for no additional charge.

SCADA/Controls: Upon completion of the Capital Improvement Project the SCADA and Controls Systems will become City owned. After that point, any maintenance, troubleshooting, modifications or upgrades requested of the Authority by the City will be reimbursed as Additional Services. The City shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services.

5) **GENERAL**

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

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

ARTICLE III - Term

Section 301. Term. The term of this agreement shall be one (1) year, commencing January 1, 2022 and ending December 31, 2022 to coincide with the City fiscal year. The City shall have the option to extend services for up to two years under the same terms and conditions specified in this agreement, by providing written notice of the City's intent to extend services by September 30th in 2022 and 2023.

ARTICLE IV - Compensation

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

The annual fee for Management Services shall be as follows:

January 1, 2022 – December 31, 2022 - **\$163,000**
January 1, 2023 – December 31, 2023 – **\$166,000**
January 1, 2024 – December 31, 2024 – **\$170,000**

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

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

ARTICLE V - City Responsibilities

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

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

ARTICLE VI - Termination

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

ARTICLE VII – Insurance/Liability

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

Section 702. Liability. The Authority shall use reasonable diligence consistent with the related industry standard of care to provide the services herein required, but shall not be liable to the City 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 City will not be liable to the Authority in the event of a breach beyond its control. Such causes may include, but are not restricted to, acts of God or of the public

enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE VIII - Accounts

Section 801. Accounts and Audits. All accounts, reports and other records generated by the Authority by or required under this agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the City. Such records shall be retained by the Authority for a minimum of three years following the expiration or earlier termination of this agreement or an extended agreement.

ARTICLE IX - Miscellaneous

Section 901. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the Management Services of the City Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivables and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The City 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 City arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

Date: _____

CITY OF OGDENSBURG

By: _____
City Manager

Date: _____

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

MANAGEMENT SERVICES AGREEMENT

WATER & WASTEWATER FACILITIES CITY OF OGDENSBURG

APPENDIX A – WEB-BASED GIS HOSTING

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

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

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

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

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

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

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

ARTICLE III – Terms

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

ARTICLE IV – Compensation

Section 401. Compensation. The Authority shall provide base services as outlined in Section 201. Under this O&M agreement, the City is provided with data hosting and access to the public IMA portal at no additional charge; however, the City maintains data

pertaining to code enforcement issues and zombie properties on a private portal. The City will be charged an additional fee for private portal access as outlined in Table 1 below.

TABLE 1 – ANNUAL COST OF GIS HOSTING SERVICES BY YEAR

| Year | Period | Annual Fee |
|-------------|-------------------|-------------------|
| 1 | 1/1/22 – 12/31/22 | \$1,600 |
| 2 | 1/1/23 – 12/31/23 | \$1,600 |
| 3 | 1/1/24 – 12/31/24 | \$1,600 |

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

MANAGEMENT SERVICES AGREEMENT

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

APPENDIX B

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



Board Resolution No. 2021-10-117
October 28, 2021

**TECHNICAL SERVICES AGREEMENT
ADIRONDACK NORTH COUNTRY ASSOCIATION
GRANT ADMINISTRATION ASSISTANCE**

Whereas, the Authority is currently providing grant administration services for the Adirondack North County Association's (ANCA) grant funded by the Northern Border Regional Commission (NBRC) as the designated Local Development District (Resolution 2018-12-126), and

Whereas, ANCA has requested additional grant administration technical services from the Authority for a second project for its Center for Pandemic Response Program, funded by the United States Economic Development Administration, MasterCard Center for Inclusive Growth, and the United States Department of Agriculture Rural Community Development Initiative Grants, and

Whereas, the services requested will be provided for a not to exceed amount of \$7,140.

Now, therefore be it

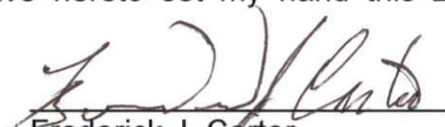
RESOLVED, that the Technical Services Agreement, by and between the Authority and ANCA, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: A. MacKinnon
Seconded by: M. Murray

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-117 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
GRANT ADMINISTRATION ASSISTANCE**

WITH THE

ADIRONDACK NORTH COUNTRY ASSOCIATION

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

ADIRONDACK NORTH COUNTRY ASSOCIATION, a 501(c)(3) of the State of New York having an office building and principal place of business located at 67 Main Street, Suite 201, Saranac Lake, New York 12983, herein after referred to as "ANCA" or "Grantee",

And

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

Recitals

- A. ANCA was awarded a \$248,374 grant from the Northern Border Regional Commission (NBRC) in 2018 and the Authority has provided grant administration assistance to ANCA as the Local Development District (LDD) designated by NBRC.
- B. In 2021, ANCA was awarded grant funds for its Center for Pandemic Response Program from the United States Economic Development Administration, MasterCard Center for Inclusive Growth, and United States Department of Agriculture Rural Community Development Initiative Grants.
- C. ANCA has requested the Authority provide technical service for assistance with the administration of the three grant programs listed above in B. At its Board meeting held on _____, 2021, ANCA selected the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services that will be performed by the Authority, as requested by ANCA, is as follows:

- **Monthly Consulting:** Assistance not to exceed 4 hours per month to review reporting requirements across three discrete grant opportunities as funded to ANCA.
 - United States Economic Development Administration: Twice Yearly Reporting
 - MasterCard Center for Inclusive Growth: Twice Yearly Reporting
 - United States Department of Agriculture Rural Community Development Initiative Grants: Reporting to be determined pending contract.
- **General Assistance:** Provide support and guidance to the grantee office management team and Metrics and Reporting Administrator to ensure compliance with program requirements. The Authority will also track updates to the project budget consistent with changes in grant deliverables. ANCA will provide a point staff person for any programmatic questions as well as a spreadsheet for data collection.

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

2. ANCA shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services *shall not exceed \$7,140.00*. This agreement will terminate on May 31, 2023. The scope of services may be adjusted if the project schedule is extended, by mutual consent of the parties, through amendment. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by ANCA within 30 days of receipt of each invoice. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate.

TABLE 1 – Authority Staff Charge Out Rates Fiscal Year Ending 2022

| Employee Wage Rate | Standard | Overtime |
|---------------------------|-----------------|-----------------|
| Director of Engineering | \$132 | NA |
| Project Engineer | \$85 | NA |
| Controls Engineer II | \$85 | NA |
| GIS Supervisor | \$85 | NA |
| GIS Specialist | \$55 | NA |

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

the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

ADIRONDACK NORTH COUNTRY ASSOCIATION

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Elizabeth Cooper
Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of _____, 2021, before me personally came Elizabeth Cooper, Executive Director, who being duly sworn, did dispose and says that she resides in _____, New York; that she is the duly authorized representative of the Adirondack North Country Association described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Board of Directors.

NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2021-10-118
October 28, 2021

**TECHNICAL SERVICES AGREEMENT
ESSEX COUNTY
GIS SERVICES FOR COUNTY ROAD MAP**

Whereas, the Essex County Department of Public Works has requested Geographic Information Systems (GIS) technical services from the Authority to develop County Road Map datasets and a map package template. The County has its own GIS program staffed with County employees; however, the County does not have the staff capacity to complete the GIS work required for this project, and

Whereas, the Authority has provided GIS technical services to Essex County for assistance with the 2020 Census preparation, resolution 2018-12-134, and

Whereas, this project for the County Road Map will benefit other Authority GIS customers by developing regional basemap datasets and map templates that the Authority will be able to offer to existing County, Town, and Village customers, and

Whereas, the services requested will be provided for a not to exceed amount of \$7,500.

Now, therefore be it

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

Motion by: D. Mastascusa

Seconded by: M. Murray

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-118 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

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

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

ESSEX COUNTY, a municipal corporation of the State of New York having an office building and principal place of business located at 7551 Court Street, Elizabethtown, New York 12932, herein after referred to as the "County",

And

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

Recitals

1. The Authority assisted the County with GIS services related to the Census 2020 preparation and executed a technical services agreement for those services on December 19, 2018.
2. The County is now desirous of receiving GIS services to support the County Department of Public Works, which has requested technical services for County Road Map GIS datasets and an ESRI map package. Authority GIS staff will work with the County Department of Public Works staff to create the dataset layers and map package based on an existing County Road map.
3. The County Manager has the authority to authorize these services.
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

| | |
|-------------|-------------------------|
| Article V | Termination |
| Article VI | Insurance and Liability |
| Article VII | Miscellaneous |

ARTICLE I - Definitions

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

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

ARTICLE II - Scope of Services

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

- 1) Provide technical services to develop and customize the GIS datasets required to create the County Road Map, including: roads, town and village boundaries, census designated places, special locations, hydrography, wild forest and wilderness areas, recreational trails, and topographic shading, as requested by County.
 - a. Required datasets will be sourced from County, State, and other GIS sources. Authority GIS staff may need assistance from County staff to obtain County layers, including parcel data and special locations.
 - b. Authority staff will customize and symbolize datasets to match the County Road Map symbology and style as closely as possible.
 - c. Authority staff will create an ESRI ArcGIS Pro map package that includes the datasets and a layout set with the symbology and labels to create the County Road Map.

Section 202. **Additional Services.** Any other tasks that are not included in the scope of base services described above, as requested of the Authority by the County, will be reimbursed at the labor hour burdened rate for the specific job classification performing the services as described in Table 1. All of the work outlined in Section 101 Base Services can be completed remotely; therefore, it is not anticipated that this project will require any travel by Authority GIS staff. If travel is requested by the County, the County will reimburse the Authority for mileage, per diem, and lodging at the current GSA rates.

ARTICLE III – Term

Section 301. Term. The term of this Agreement shall be one (1) year beginning on November 1, 2021, and ending October 31, 2022, provided that the County and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

ARTICLE IV – Compensation

Section 401. Compensation. The County shall pay the Authority for such services provided under this contract at the labor hour burdened rates specified in Table 1 below for the job classification performing the services; provided however, that the total cost of such base services shall not exceed \$7,500. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority’s fiscal year. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Authority shall submit a properly itemized and supported invoice, and payment thereof shall be made by the County within 30 days of receipt.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2022

| Employee Wage Rate | Standard | Overtime |
|---------------------------|-----------------|-----------------|
| Engineering Director | \$132 | NA |
| GIS Supervisor | \$85 | NA |
| Project Engineer | \$85 | NA |
| GIS Specialist | \$55 | NA |

ARTICLE V - Termination

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

ARTICLE VI – Insurance/Liability

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

The County will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss,

damage or injury to persons or property resulting in any manner from the operation of this Agreement.

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

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

ARTICLE VII – Miscellaneous

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

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

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

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

This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

ESSEX COUNTY

By: _____

By: _____

Carl E. Farone, Jr.
Executive Director

Daniel Palmer
County Manager

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2021-10-119
October 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF TUPPER LAKE
2021 NORTHERN BORDER REGIONAL COMMISSION
LOCAL DEVELOPMENT DISTRICT GRANT ADMINISTRATION**

Whereas, the Development Authority has been designated by the Northern Border Regional Commission (NBRC) as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence, and Franklin Counties, and

Whereas, the LDD is the preferred agency, designated by the NBRC, to provide grant administration services to grantees and the NBRC sets the amount that the LDD will be paid for grant administration based on the amount of the grant award, and

Whereas, the Village of Tupper Lake has received an NBRC grant to upgrade the infrastructure at the former Oval Wood Dish Property in the Authority's LDD region for the 2021 funding cycle, and

Whereas, the Village of Tupper Lake has selected the Authority to provide grant administration services as outlined in the table below.

| Grantee | Type of Project | Amount of NBRC Award | Amount of Authority Contract |
|------------------------|-----------------------------|-----------------------------|-------------------------------------|
| Village of Tupper Lake | Basic Public Infrastructure | \$500,000 | \$9,000 |

Now, therefore be it

RESOLVED, that the Technical Services Agreement for NBRC Grant Administration by and between the Authority and the Village of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: A. Calligaris
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-119 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.



Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION**

VILLAGE OF TUPPER LAKE

This Agreement entered into this 15 day of September 2021, by and between:

VILLAGE OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 53 Park Street, P.O. Box 1290, Tupper Lake, New York 12986, herein after referred to as "Village", or "Grantee",

And

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

Recitals

- A. The Village of Tupper Lake will construct infrastructure upgrades required for redevelopment of the highly visible and centrally-located 120,000 sq ft former Oval Wood Dish (OWD) facility as workforce and market-rate housing, a production brewery, taproom and restaurant, and an entrepreneurial business center. The Village was awarded a \$500,000 grant from the Northern Border Regional Commission to help fund this project (NBRC-21-0064).
- B. The Authority is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission. The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.
- C. The Village has requested the Authority provide technical service for the administration of NBRC grant 21-0064 for its Oval Wood Dish Revitalization project. At its Board meeting held on September 15, 2021, the Board selected the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

- 1. The scope of services that will be performed by the Authority consists of the follows:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantee on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed \$9,000. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

| Employee Wage Rate | Standard | Overtime |
|---------------------------|-----------------|-----------------|
| Director of Engineering | \$132 | NA |
| Project Engineer | \$85 | NA |
| Controls Engineer II | \$85 | NA |
| GIS Supervisor | \$85 | NA |
| GIS Specialist | \$55 | NA |

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

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

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

On this 15 day of September, 2021, before me personally came Paul Maroun, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.



NOTARY PUBLIC

MARY A. CASAGRAIN
Notary Public, State of New York
No. 01CA6101304
Qualified in Franklin County
Commission Expires November 10, 2023

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

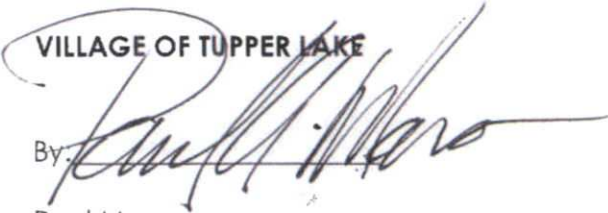
All of the above is established by the signatures of the authorized representatives of the parties.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

VILLAGE OF TUPPER LAKE
By: 
Paul Maroun
Mayor



Board Resolution No. 2021-10-120
October 28, 2021

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF TUPPER LAKE
WATER SUPPLY CAPITAL IMPROVEMENTS PROJECT**

Whereas, the Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village customer, and

Whereas, the Village needs to pursue additional water supply improvements due to water quality issues of existing groundwater and surface water sources as a result of recent extended drought conditions and disinfection byproducts threatening possible Department of Health standards violations, and

Whereas, the Village has hired a consultant to develop a Preliminary Engineering Report detailing the scope and budget for the proposed improvements, and

Whereas, the Village has requested technical services from the Authority to provide project management services to assist the Village in evaluating the feasibility of multiple alternatives, review the basis of design and the Preliminary Engineering Report, and develop a project funding strategy to implement the necessary improvements, and

Whereas, the Authority has been working with the Village and Town of Tupper Lake since 2015 on a related \$10.5M Water System Improvement project under a separate contract, and

Whereas, the projected substantial completion of this phase of the project is October 31, 2022, and

Whereas, given the Authority's expertise in implementing municipal water projects to support regional economic development priorities, the Village requested that the Authority provide technical assistance for a total not to exceed cost of \$15,000, and

Now, therefore be it

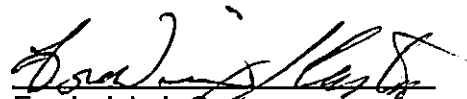
RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: M. Murray
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-120 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER SUPPLY CAPITAL IMPROVEMENTS PROJECT**

WITH THE

VILLAGE OF TUPPER LAKE

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

VILLAGE OF TUPPER LAKE, a municipal corporation of the State of New York having an office building and principal place of business located at 53 Park Street, P.O. Box 1290, Tupper Lake, New York 12986, herein after referred to as "Village",

And

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

Recitals

- A. The Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village customers.
- B. The Village is undertaking a Water Supply Capital Improvements project to address further system supply needs, and to improve efficiency and service within the water system. The effort includes the evaluation, planning and basis of design for a feasible alternative to address source water quality changes threatening possible violations of Department of Health (DOH) drinking water standards.
- C. The Village has hired an engineering consultant to conduct the planning phase to result in a Preliminary Engineering Report needed to pursue funding opportunities to implement the recommend alternative.
- D. The Authority has been working with the Town and Village of Tupper Lake since 2015 to assist with other water and wastewater infrastructure improvement projects under separate contracts.
- E. Given the Authority's expertise in implementing municipal water projects to support regional economic development priorities, the Village requested that the Authority provide technical assistance with the first phases of the project.
- F. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

Planning Phase: During this initial phase, the Authority will serve as the Village's project manager to review the alternatives proposed by the engineering consultant hired by the Village to develop the Preliminary Engineering Report. This will include coordination with the Village, engineering consultant, and the DOH District Engineer to ensure the Village's best interests are well represented in the selected alternative.

Basis of Design Phase: During the basis of design phase, the Authority will manage the completion of the Preliminary Engineering Report to ensure the proposed basis of design meets operational needs of the Village system, and is in accordance with the requirements of the regulatory and funding agencies.

Grant Application: The Authority will assist the Village in making grant application(s) that include the compilation and submittal of required documents for funding agency consideration.

2. The Authority will invoice the Village and the Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed \$15,000. This not to exceed estimate is based on a 12-month project schedule, with substantial project completion by October 31, 2022. The scope of services may be adjusted if the project schedule is extended, by mutual consent of the parties, through amendment. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village and Town as set forth herein, within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2022

| Employee Wage Rate | Standard | Overtime |
|---------------------------|-----------------|-----------------|
| Director of Engineering | \$132 | NA |
| Project Engineer | \$85 | NA |
| Controls Engineer II | \$85 | NA |
| GIS Supervisor | \$85 | NA |
| GIS Specialist | \$55 | NA |

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

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

By: _____

Carl E. Farone, Jr.
Executive Director

VILLAGE OF TUPPER LAKE

By: _____

Paul Maroun
Mayor

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC



Board Resolution No. 2021-10-121
October 28, 2021

OPERATING PERMIT RULES AND REQUIREMENTS
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 an annual permit processing fee to the Authority, and

Whereas, pursuant to **Resolution No. 2021-05-82** the Development Authority of the North Country's Solid Waste Landfill Rules were last revised, and

Whereas, since the May 2021 revision the Authority has received feedback that the insurance requirements imposed with the May 2021 update will present a hardship for some haulers and upon comparison of insurance requirements for other landfills Executive Management is recommending to reduce the requirement for umbrella insurance from \$5,000,000 to \$1,000,000, which was the requirement prior to the May 2021 update, and

Whereas, the Authority is also incorporating requirements for stormwater pollution prevention into this revision to advise haulers of appropriate protocols they shall take to protect stormwater quality while onsite, and

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

Now, therefore be it

RESOLVED, that the Authority Executive Director is hereby authorized to implement said rules, applications, permits and fees attached hereto and incorporated into this Resolution, effective October 28, 2021.

Motion by: M. Murray
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-121 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

MATERIALS MANAGEMENT FACILITY

Solid Waste Disposal Permit Requirements, Permit Application & Landfill Site Rules

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 2021

Development Authority of the North Country Governance Policies

**Subject: Solid Waste Disposal Permit Requirements,
Permit Application and Landfill Site Rules**

Adopted: May 20, 2021

Resolution: 2021-05-82



Solid Waste Disposal Permit Requirements, Permit Application and Landfill Site Rules

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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 (the Authority) 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 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 shall comply with all Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.
3. The permit holder shall respond to any notice it receives from the Authority which requests a response in the fashion and within the time set forth in any such notice.
4. All loads of solid waste shall be tarped at the time of delivery to the Authority's landfill. Failure to tarp or cover loads arriving at the landfill may result in penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
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 commingled 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. Waste will be accepted only from Jefferson, Lewis, and St. Lawrence Counties unless requested and authorized in advance. Exceptions for accepting waste from outside this tri-county area will be determined based on beneficial use and need for the proposed waste as determined by the Director of Materials Management. 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 prior to the permit expiration date, if the permittee remains in good standing. The renewal application must be completed and returned along with any required fees and documentation before the expiration 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 to the applicant may be added to the applicant's permit. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. There will be no charge for modifications of that nature.

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.

1. 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**:
2. Offer customers recycling services in addition to solid waste disposal.
3. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.
4. 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.
5. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.
6. Spot check customer loads for compliance with recycling.
7. 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 30% or more recyclable material, as determined by Authority staff, may be subject to surcharges, fines or rejection of the load. Surcharge will be double the tipping fee rate at a minimum.
2. Companies with repeat violations of excessive recyclables in their loads may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.
3. **Permits will not be issued to waste haulers that collect solid waste but do not offer recyclables collection.**
4. Unacceptable wastes as defined in 11.2 of this section may 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 DANC, 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 DANC 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, Contractor 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 Contractor 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 Contractor's or Subcontractor'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 shall 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 DANC 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
- Memorial Day
- Independence Day
- Labor 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.

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. 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. No untarping 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.
4. The scale operator will direct traffic flow via a traffic light.
5. 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.

6. 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.
7. 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.
8. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.
9. 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.
10. Prohibited materials found within the load may be returned to the hauler.
11. Scavenging of dumped waste will not be permitted at any time.
12. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.
13. Vehicles must be cleaned out in a designated area such that no debris leaves the vehicle outside the active landfill area.
14. 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.
15. 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)
- Mattresses and mattress foundations/box springs

3. Radiation Detection

The facility is equipped with a Radioactive Waste Detection System required by NYSDEC and meeting 6NYCRR Part 363 requirements. Vehicles disposing waste at the facility will pass through the scales as well as the Radiation Detection Units 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 system continuously monitors background levels when a vehicle passes through the system. The system measures the radiation levels and alarms at a detection point 4 times the background level. If radiation is detected the system will indicate whether it's a level 1, 2 or 3 alarm depending on how many times above background level. At this point the driver will be notified by customer service and directed to pass through the system 2 more times to confirm the levels. Following confirmation of the level the driver will be directed to a specific staging area for testing as necessary. The policy allows for returning to the generator or stage the container until the waste degrades to acceptable levels.

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. The Authority will require analytical testing, Safety Data Sheets (SDS), profile forms or manifests as a condition of acceptance of such wastes. Examples of special waste include, but are not limited to: non-hazardous petroleum contaminated soil, industrial and sewage sludges, industrial wastes and asbestos. **Special wastes require prior approval by the Authority.** The Non-Asbestos Special Waste Profile form must be completed and can be found here: <https://www.danc.org/for-haulers> on the Development Authority website.

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.
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.

Unloading Assistance/Dig Out Authorization Form

Please complete and submit with permit application if you wish to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles.

Additional charges may apply

Company Name _____

Address: _____

I, _____ 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

Acknowledgement

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ____ day of _____, 20____, before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

Notary Public

Permit Application
(Application Fee \$100.00)

**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: _____

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):

Part 3: Waste Identification

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

- | | |
|--|---|
| <input type="checkbox"/> Municipal Solid Waste (MSW)-Residential | <input type="checkbox"/> MSW -Commercial |
| <input type="checkbox"/> Industrial Solid Waste* | <input type="checkbox"/> Construction/Demolition Debris |
| <input type="checkbox"/> Municipal / Industrial Sludge* | <input type="checkbox"/> Contaminated Soil* |
| <input type="checkbox"/> Asbestos* | <input type="checkbox"/> Ash* |
| <input type="checkbox"/> Other (specify): _____ | <input type="checkbox"/> Bulk Asbestos* |

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

For companies that haul municipal, commercial or industrial solid waste, please indicate how recyclables are collected:

- | | |
|---|--|
| <input type="checkbox"/> source separated | <input type="checkbox"/> dual stream |
| <input type="checkbox"/> single stream | <input type="checkbox"/> 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):

- | | | |
|------------------------------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Jefferson | <input type="checkbox"/> Lewis | <input type="checkbox"/> 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 or Safety Data Sheets (SDS) 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: _____

**An Industrial Waste Profile is available for download from our website, www.danc.org
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 charge for each registered power unit.

Please list all vehicles that you wish to permit. **Vehicles must be registered 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.

| | Vehicle Type* | Vehicle Year & Make | License Plate # | Capacity (Cu Yds) | VIN# | DANC ID# Internal use only |
|----|---------------|---------------------|-----------------|-------------------|------|-------------------------------|
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| 30 | | | | | | |

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

Part 6: Application Fees

Permit Fee (includes credit application processing): **\$ 100.00**

Vehicle Registration Fee:
Number of Vehicles _____ at \$10.00 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.

Part 7: 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. 2021-10-122
October 28, 2021

FY 2022 OPERATING BUDGET AMENDMENT
REGIONAL DEVELOPMENT
GRANT EXPENDITURES

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Regional Development Division for FY 2022 pursuant to **Resolution No. 2021-02-42**, and

Whereas, Regional Development is requesting a modification to its FY 2022 budget in order to account for expenses associated with the completion of a federal grant through the Office of Economic Adjustment and a New York State grant through New York State Agriculture and Markets, and

Whereas, as grant funds are disbursed, associated expenses are recognized and grant income recorded, and

Whereas, both consulting expense and grant expense will exceed budget in order to fully disburse these grants by March 31, 2022, and

Whereas, staff recommends the following adjustments to fully disburse the federal grant through the Office of Economic Adjustment and the New York State grant through New York State Agriculture and Markets:

| <i>Company</i> | <i>Account Description</i> | <i>Original FY 2022 Budget</i> | <i>Amended FY 2022 Budget</i> | <i>Budget Modification</i> |
|----------------|----------------------------|--------------------------------|-------------------------------|----------------------------|
| 11 | Consulting Expense | \$ 62,700 | \$ 102,700 | \$40,000 |
| 11 | Grant Expense | \$ 59,570 | \$ 79,570 | \$20,000 |
| | | | | |
| 11 | Federal Grant Income | \$ 114,211 | \$ 154,211 | \$40,000 |
| 11 | NYS Grant Income | \$ 213,581 | \$ 233,581 | \$20,000 |
| | | | | |

Now, upon the recommendation of Executive Management, be it therefore


RESOLVED, the Development Authority of the North Country does hereby authorize the Comptroller or Chief Fiscal Officer to adjust the Regional Development budget for FY 2022 per the accounts and amounts referenced in this resolution.

Motion by: T. Hefferon
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-122 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman



Board Resolution No. 2021-10-123
October 28, 2021

**NORTH COUNTRY VALUE ADDED AGRICULTURE
REVOLVING LOAN FUND
MATTHEW A. MARTIN, OR NEW CORPORATION TO BE FORMED
SEQRA NEGATIVE DECLARATION**

Whereas, Matthew A. Martin submitted an application to the North Country Value Added Agriculture Revolving Loan Fund for a loan in the amount of up to \$98,000 to construct facilities totaling 9,060 square feet for a poultry business, and

Whereas, the cumulative size of the facilities to be built exceeds the limit for a Type II action under the State Environmental Quality Review Act and is therefore an Unlisted Action, and

Whereas, the Authority's funds will be used toward the construction of the facilities, and

Whereas, the project is located in the Town of Brasher, St. Lawrence County, and

Whereas, a coordinated review was not required, and

Whereas, the Town of Brasher issued the Building Permit on September 23, 2021, and

Whereas, the applicant has completed the Short Environmental Assessment Form for unlisted actions, and

Whereas, the Authority has completed Part 2-Impact Assessment, as attached, and determined, based on the information provided, that the proposed action will not result in any adverse environmental impacts.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby make a negative declaration whereby the proposed action will not result in any adverse environmental impacts relating to the facilities constructed with funds from the North Country Value Added Agriculture Revolving Loan Fund to Matthew A. Martin, or a new corporation to be formed, for M&M Eggs.

Motion by: T. Hefferon
Seconded by: A. MacKinnon

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter – Yes | Henry - Present | MacKinnon – Yes | Murray - Yes |
| Doheny – Yes | Hollenbeck – Present | McGrath – Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-123 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.



Frederick J. Carter
Board Chairman

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|--|-------------------------------------|------------------------------------|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the proposed action impair the character or quality of the existing community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the proposed action impact existing: | | |
| a. public / private water supplies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. public / private wastewater treatment utilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action create a hazard to environmental resources or human health? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Project: _____

Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

 Name of Lead Agency

 Date

 Print or Type Name of Responsible Officer in Lead Agency

 Title of Responsible Officer

 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from Responsible Officer)

PRINT FORM

4-16-4 (2/87)-Text 12

PROJECT I.D. NUMBER 617.21

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

PART I-PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT / SPONSOR: MATT MARTIN 2. PROJECT
NAME: M+M EGGS

3. PROJECT LOCATION: Municipality BRASHEAR County
ST LAWRENCE

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map):
291 SMALL ROAD
MASSENA NY 13662

5. IS PROPOSED ACTION: New Expansion Modification/alterati

6. DESCRIBE PROJECT BRIEFLY:
ADDITION OF 3 BUILDINGS
1 STORE FRONT 1 BAITER BLD. 1 POULTRY CAGE BARN

7. AMOUNT OF LAND AFFECTED:
Initially 2.0 acres Ultimately 2.0 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?

Yes No If No, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?

Residential Industrial Commercial Agriculture Park/Forest/Open space Other

Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?

Yes No If yes, list agency(s) and permit/approvals

Federal wetland for AG purpose CLEAR
per Army Corps of Engineers

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?

Yes No If yes, list agency(s) and permit/approvals

BRASH Billed permit
Sched 7/16/2021 9 AM

12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?

Yes No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/Sponsor Name:

Date:

Signature:

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.



Board Resolution No. 2021-10-124
October 28, 2021

**NORTH COUNTRY VALUE ADDED AGRICULTURE
REVOLVING LOAN FUND
MATTHEW A. MARTIN, OR
NEW CORPORATION TO BE FORMED**

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

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

Whereas, the Regional Loan Review Committee met October 7, 2021 to review an application from Matthew A. Martin, requesting up to \$98,000 from the North Country Value Added Agriculture Revolving Loan Fund in order to expand his poultry operation in St. Lawrence County, and

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

Whereas, the Regional Loan Review Committee approved a commitment of up to \$98,000 from the North Country Value Added Agriculture Revolving Loan Fund subject to Empire State Development approval of the amount, and at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of up to \$98,000 from the North Country Value Added Agriculture Revolving Loan Fund to Matthew A. Martin, or a new corporation to be formed, at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan.

Motion by: E. Virkler
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | Mackinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-124 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

TERM SHEET

| | |
|---------------|--|
| Borrower: | Matthew A. Martin, or new corporation to be formed |
| Loan Fund: | North Country Value Added Agriculture Revolving Loan Fund [Empire State Development Funds] |
| Amount: | up to \$98,000 |
| Loan Term: | 240 months |
| Loan Rate: | 3% (may change to 1% per ESD approval) |
| Loan Payment: | 6 months interest only, then regular monthly principal and interest payments to fully amortize the loan over remaining 234 months |
| Collateral: | <p>Co-proportional second mortgage and assignment of rents and leases with the Town of Brasher Microenterprise Revolving Loan Fund on 291 Small Road, Massena, NY 13613;</p> <p>Co-proportional first lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of business</p> |
| Conditions: | <ul style="list-style-type: none">• Cash/equity of a minimum of \$48,932• Farm Credit East financing of \$391,000• Town of Brasher Microenterprise Revolving Loan Fund of \$25,000• Personal Guaranty of Matthew A. Martin• MWBE waiver• Copies of invoices, and cancelled checks or bank statements• All required permits and approvals |

NORTH COUNTRY VALUE-ADDED AGRICULTURE FUND

Borrower: Matthew A. Martin, or new corporation to be formed (d/b/a M&M Eggs)

Location: Project: 291 Small Road, Massena, NY 13613

Ownership: Matthew A. Martin- 100%

Loan Amount: up to \$98,000.00

Term: 20 years

Rate: 3% (may change to 1% per ESD approval)

Payments: 6 months interest only then Monthly principal and interest to amortize over 234 months

Guarantor: Matthew Martin

Collateral: First lien on equipment, co-proportional second mortgage on real estate with Town of Brasher Microenterprise RLF

Use of Funds: Equipment, furniture & fixtures

Jobs: Existing: 2 FTE
Years 1-3: 4 FTE

Total Project Costs

Sources of Funds

| | |
|-------------------------|------------------|
| N.C. Value Added Fund | \$ 98,000.00-16% |
| Farm Credit East | \$ 391,000.00 |
| Twn. Brasher Micro Fund | \$ 25,000.00 |
| Cash/Equity | \$ 48,932.00 |

| | |
|-------|---------------|
| Total | \$ 562,932.00 |
|-------|---------------|

Uses of Funds

| | |
|---------------------------|---------------|
| Construction | \$ 181,366.00 |
| Site Improvements | \$ 119,679.00 |
| M&E | \$ 68,882.00 |
| Furniture & Fixtures | \$ 1,050.00 |
| Working Capital/Inventory | \$ 28,059.00 |
| Refinance Existing Debt | \$ 111,000.00 |
| Contingency | \$ 15,964.00 |
| Property | \$ 36,932.00 |
| Total | \$ 562,932.00 |

Farm Credit East-13 months interest only, monthly P&I of \$2487.18 over 238 months at 4.5%

Background

Matthew Martin is seeking \$98,000 from the North Country Value Added Agriculture Fund to purchase equipment, furniture, fixtures, and inventory to grow his business, M&M Eggs located in

M&M Eggs

Page 2

September 9, 2021

Massena, NY. M&M Eggs provides products for both the poultry farmer and consumer. After beginning as a small family hobby farm in 2014, the business has evolved to provide fresh eating eggs, hatching eggs, straight-run chicks and started pullets throughout the local community in St. Lawrence County. The birds are high-quality heritage and specialty breeds, including Mr. Martin's personal project breeds that are National Poultry Improvement Plan (NPIP) certified. All of the birds are given as much free range as possible, and are raised completely cage free. Mr. Martin supports local farm-to-table restaurants throughout St. Lawrence County with his eating eggs and pasture raised ducks, chicken, geese, and turkeys.

M&M Eggs recently started working with two farm-to-table distributors, Regional Access and the North Star Food Hub, allowing them to provide products outside of St. Lawrence County. This has caused them to outgrow their current footprint, thus the need for the funds to expand.

Regional Access has offered Mr. Martin a letter of intent to purchase and distribute his eggs and meat focusing on their multi-color eggs at first then expanding to the specialty meat products. The North Star Food Hub is servicing a new restaurant in Malone NY called The Hearth of Malone and has offered the farm a letter of intent to purchase the specialty meats, duck and pasture raised chickens on a weekly standing order and later expanding to the more exotic heritage turkeys, geese and chickens.

The underwriter asked what would happen if either of these contracts fell through. Mr. Martin responded he recently picked up a contract with Hardy's Log Cabin Farm in Massena which is a new bakery. They expect volume of 4-6 cases a month to start. He does not have current supply to support either the Nature Store or the Mongolian Buffet located in Potsdam, however both have inquired about egg supply. Regional has been cut back to 4 cases a week due to the natural slowing of production of his current layers. He noted that he has ordered 500 new started pullets that he picks up in mid-October. However, Regional could still take 10 cases a week but he does not have the production capacity due to lack of daylight hours.

The new layer barn will have a lighting system that will maximize the laying capabilities of his hens by having the lights on a timer circuit. The 500 new layers purchased in October will produce by December. They will produce 13 cases, or 208 dozen eggs per week. He plans to be able to produce 25 cases per week by January 1st which is 4 months ahead of schedule.

Project

Proposed Processing Building: The borrower plans to construct a 42'x96' wood frame processing facility that is to include a processing room for harvesting poultry, a shipping and receiving area, and a third section to include a commercial kitchen, walk-in freezers, refrigerator space, and egg washing area. The building will have a 400 Amp commercial entrance with a back-up generator, a septic designed with commercial specifications, and will be heated with in floor radiant heat using an outdoor wood boiler system. The roof, interior, and exterior of the building will be metal. Floors will be concrete with sufficient drains installed for the intended use.

Boiler shed: A 24'x24' shed will be built to protect the 500,000 btu boiler from the weather as well as for wood storage. The shed will be a pole barn structure with sliding doors, a metal roof and metal exterior. There will be a concrete pad under the boiler with the remainder of the floor being stone.

Layer barn: The proposed layer barn is a 42'x 106' fabric covered structure with 8' sidewalls covered in metal. There will be pea gravel on the floor initially with the intent to have a concrete floor in the future. The barn will have 12'x106' lean-to's on each side as well as fencing extending approximately 25' beyond the lean-to's to allow the birds to be outside and have access to pasture. The barn will house 1,000 birds giving them 4 sqft/bird which is double the required allowance.

Management

M&M eggs is a family run business with Matt being the manager, planer, egg washer, and delivery person to the local restaurants. Michele Martin controls the chick hatching and hatching egg sales as well as the online orders of chicks, eggs, started birds through their Facebook business page and website.

Both Matt and Michele have full time jobs in healthcare, Michele as a nurse and Matt as a biomedical equipment manager.

Matt attended Massena Central High School and served in the Navy until 1994. For the next 3 decades he built his career as a skilled electronic equipment technician and now manages \$8 million of medical equipment and maintains records of all repair and maintenance for his facility. In addition to his technical skills, Matt's work history has given him experience in project management, team leadership, record keeping, budgeting, and financial management. He has been working with poultry for over 20 years, initially as a hobby and slowly growing into the business venture he operates today. When the farm requires an owner to be on site full-time, Matt plans for the farm to be the full-time day job. Currently Matt works for University of Vermont at Massena Hospital.

Michele graduated from Massena Central High School with a nursing degree through BOCES in 1990 and earned her Associate's Degree Nursery Education from Mater Dei College in 1992. She worked as an LPN at St. Regis Nursing Home, Massena Memorial Hospital and SUNY Potsdam for more than 30 years. She oversees marketing and sales for the business, which includes social media marketing and sales of chicks, as well as managing the business finances. Her work experience has given her skills in record keeping, customer service, following protocols, communication skills and time management.

Their partners, Regional Access and The North Star Food Hub, will provide a lot of marketing support to the management team using their marketing staff as well as using their online presence to help promote

Their accountant is Richard Gardner of Gardner's tax services assisting with the financials.

As part of the expansion they are looking to employ 1 full time person as part of the micro enterprise grant stipulations. This person will be responsible for day-to-day bird care, feeding, watering, and egg collecting. The individual we hire will be responsible for the daytime care of the farm. This person will have to be self-motivated and need to be able to handle the multitude of daily tasks provided and have a good work ethic. As M&M eggs grows, they will see an additional storefront position needed.

Market

Most of the marketing will be executed through connections with regional food distributors as well as their own website and Facebook page.

Regional Access will feature M&M Eggs on their website. They also have a marketing team representing their products to their customer base with the intent to have eggs in grocery store chains by fall. They will be branding, packaging, and custom labeling their multicolored eggs.

North Star Food Hub has an online presence and a marketing team assisting retail customers and restaurants find their products and pick up weekly orders at the farm as well.

Competition

There are a few smaller poultry operations in St. Lawrence County that are limited in product scope in comparison to M&M EGGS. One only offers 2 products - commercially raised Cornish cross chicken and broad breasted turkey. They are an older couple looking to retire. The other competitor raises only cage free eggs.

At M&M EGGS, their products include eggs and meat from pasture-raised heritage and traditional chickens, turkeys, and ducks. They also sell hatchery chicks and shipped hatching eggs. Mr. Martin feels they have an advantage over competition because they do not just have 1 product but have multiple and raise their birds on grass, seasons permitting. This is something the local competition does not do. Mr. Martin feels he provides a healthier, better tasting, higher quality product that is sought out by the local chefs that he services. His decision to raise heritage breeds gives him a high-end product that no one else has as well as highly desirable breeds for conservancy.

Financial Review

| | 2018 | 2019 | 2020 | 8/31/2021 |
|-----------------------------|----------|----------|----------|-----------|
| Sales | 7,255 | 7,855 | 12,355 | 17,724 |
| Gross Profit | (498) | 7,855 | 12,355 | 17,724 |
| Expenses | 26,973 | 36,474 | 42,501 | 75,870 |
| Other Income/Exp | | | | |
| Net Income/(Loss) | (27,471) | (28,619) | (30,146) | (58,146) |
| | | | | |
| Add: Depreciation | 3,023 | 1,918 | 21,870 | 0 |
| Add: Interest | 720 | 0 | 0 | 0 |
| Add: Poultry unable to sell | | 0 | 5,525 | 0 |
| Cash for Debt Service | (23,728) | (26,701) | (2,751) | (58,146) |
| | | | | |
| Farm Credit East | 39,846 | 29,846 | 29,846 | 19,897 |
| N.C. Value Added Fund | 6,644 | 6,644 | 6,644 | 4,429 |
| Town of Brasher | 1,639 | 1,639 | 1,639 | 1,093 |
| Total Debt Service | 38,129 | 38,129 | 38,129 | 25,419 |

| | | | | |
|-----------------------|-------|-------|-------|--------|
| Debt Service Coverage | (.62) | (.70) | (.07) | (2.29) |
|-----------------------|-------|-------|-------|--------|

| | | | | |
|------------------|--------|--------|--------|--------|
| Sales Inc (Dec.) | --- | 8% | 57% | 43% |
| Expenses | 3.72 | 4.64 | 3.43 | 4.28 |
| Net Profit | (3.78) | (3.64) | (2.44) | (3.28) |

Farm Credit East-\$2487.18/mo
NC Value Added Ag=\$553/mo
Town of Brasher=\$136.62/mo

- Figures for 2018-2020 are from the Schedule C of Matt's tax returns.
- In 2018 he listed cost of goods sold, however did not have them again in 2019 or 2020.
- His primary expenses are in car and truck expenses which were \$4,646 in 2018, \$12,760 in 2019, and \$0 in 2020. The primary expense in 2020 was depreciation of \$21,870. The primary other expense has been for feed which was \$9,480 in 2018, \$9,875 in 2019, and \$9,514 in 2020.
- His largest expense to date is for feed/grain which was \$55,619. Matt noted that this included processing costs as well. His actual grain expense is \$1700 every 3 weeks. Matt noted that the egg cost for distributors is locked in until January 1 while feed costs have doubled this year. His pricing will increase by 25c per dozen next year. He also noted that the birds he raises for meat are not sold and he still has 1,000 on pasture with 150 to be processed this weekend. Overall, through August 31, his sales have increased by 43% over 2020.

| | Year One | Year Two | Year Three |
|-----------------------|----------|-----------|------------|
| Sales | 165,053 | 258,774 | 361,386 |
| Gross Profit | 165,053 | 258,774 | 361,386 |
| Expenses | 145,148 | 153,614 | 153,259 |
| Other Income/Exp | 0 | 0 | 0 |
| Net Income (Loss) | \$19,905 | \$105,160 | \$208,127 |
| Add: Depreciation | | | |
| Add: Interest | \$20,030 | \$18,823 | 17,568 |
| Cash for Debt Service | \$39,935 | \$123,983 | \$225,695 |
| Farm Credit East | 29,846 | 29,846 | 29,846 |
| N.C. Value Added Fund | 6,644 | 6,644 | 6,644 |
| Town of Brasher | 1,639 | 1,639 | 1,639 |
| Total Debt Service | 38,129 | 38,129 | 38,129 |
| Debt Service Coverage | 1.05 | 3.25 | 5.92 |

| | | | |
|------------------|-----|-----|-----|
| Sales Inc (Dec.) | --- | 57% | 40% |
| Expenses | .88 | .59 | .42 |
| Net Profit | .12 | .41 | .58 |

Farm Credit East-\$2487.18/mo
NC Value Added Ag=\$553/mo
Town of Brasher=\$136.62/mo

- Projections completed by applicant with assistance from the Small Business Development Center.
- Year one revenue projections assume the following:
 - 2200 ducks/year @ \$32.50 each
 - 1744 chickens/year @ \$17.50 each
 - 62 cases eggs/month from November-January and 122 cases/month from February-October @ varying rates
 - 100 pullets/year @\$16 each
 - 340 hatching eggs/year @ varying rates

Ducks make up about 43% of sales, eggs make up 34% and chickens make up 18% in year one.

- The change in projections in year two over one is in the number of cases of eggs sold per month. The business is proposing to sell 122 cases eggs/month from November-January and 405 cases/month from February-October at varying rates. He also projects that farm store sales will increase by 10% over year one. All other assumptions remain the same.
- The change in projections in year three over two is in the number of cases of eggs sold per month. The business is proposing to sell 405 cases eggs/month at varying rates. He also projects that farm store sales will increase by 10% over year two. All other assumptions remain the same.
- Besides debt service, primary expenses will be in grain which is about 19% of sales, processing fees (ducks/chickens) which are about 16% of sales, and payroll and payroll expenses which are about 19% of sales.
- As noted above, the underwriter asked what would happen if either of the contracts with the Food Hub or Regional Access fell through. Mr. Martin responded he recently picked up a contract with Hardy's Log Cabin Farm in Massena which is a new bakery. They expect volume of 4-6 cases a month to start. He does not have current supply to support either the Nature Store or the Mongolian Buffet located in Potsdam, however both have inquired about egg supply. Regional has been cut back to 4 cases a week due to the natural slowing of production of his current layers. He noted that he has ordered 500 new started pullets that he picks up in mid-October. However, Regional could still take 10 cases a week but he does not have the production capacity due to lack of daylight hours.

| | At Loan Closing |
|---------------------|------------------------|
| Assets | |
| Current | 26,059 |
| Fixed | 543,761 |
| Other | 0 |
| Total Assets | 569,820 |
| Liabilities | |
| Current | 17,065 |
| Long Term | 497,135 |

| | |
|----------------------------|---------|
| Total Liabilities | 514,200 |
| Equity | 55,620 |
| Total Liabilities & Equity | 569,820 |

- Current assets comprised primarily of working capital/inventory.
- Fixed assets include the equity in the real estate based upon the appraised value and the improvements.
- Current liabilities comprised of the current portion of the long-term debt.
- Equity is primarily the equity in the real estate.

Personal Credit:

Mr. Martin lists total assets of \$1,091,879 and total liabilities of \$162,000. Primary assets are in Life Insurance Cash Surrender Value of \$502,000, retirement funds of \$346,879, and residence of \$145,000. Primary liabilities are in vehicle loans of \$44,000 and a mortgage of \$115,000. He has a TransUnion Risk Score of 703. He has two derogatory comments, both for auto loans. They appear to be about 6 scattered late payments from 2016-2018. It does not appear to be any charge-offs associated with this. He shows total liabilities of \$180,526 which includes installment loans of \$62,163 and a mortgage of \$115,315. It appears the difference between the liabilities on his personal financial statement and credit report are for two education loans with outstanding balances of \$19,596. He shows wages and salaries of about \$68,000 on his tax returns as he is employed full time by The University of Vermont, however he works from Massena Hospital.

Collateral:

Real Estate: 291 Small Road, Massena, NY 13613

| | Cost |
|---|-------------|
| Land 39.90 acres | \$58,000 |
| House/Barn | \$90,000 |
| Construction/Site Improvements | \$301,045 |
| FFE | \$69,932 |
| Total Collateral Available at Cost | \$518,977 |
| | |
| Farm Credit East-1 st Mortgage | \$391,000 |
| Collateral Available to Public Lenders | \$127,977 |
| | |
| Public Lenders | \$123,000 |
| Loan to Value | .96 |

Sufficient collateral at cost.

Land Assessed Value: \$13,300; Total Assessed Value: \$98,500; Full Market Value: \$126,282

Farm Credit East Appraisal

| | |
|--------------------------|----------|
| Land | \$58,000 |
| Improvement Contribution | |

M&M Eggs

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| | | | |
|--|-----------|---------------------|------------------|
| House | \$85,000 | | |
| Barn | \$5,000 | | |
| Processing Plant | \$250,000 | | |
| Layer House | \$55,000 | | |
| Boiler Shed | \$8,000 | \$403,000 | |
| As completed value | | \$461,000 | \$461,000 |
| Furniture, Fixtures, Equipment | | \$69,932 at 50% LTV | \$34,966 |
| Total Collateral Available | | \$550,932 | \$495,966 |
| Farm Credit East | | \$391,000 | \$391,000 |
| Collateral Available to Public Lenders | | \$159,932 | \$104,966 |
| Public Lenders | | \$123,000 | \$123,000 |
| LTV | | .77 | 1.17 |

Based upon the appraised value as completed there is sufficient collateral to repay debt.

Contingencies:

- Acceptable MWBE Utilization Plan, or waiver
- Labor Peace does not apply
- Town of Brasher Microenterprise Loan financing of \$25,000
- Farm Credit East Financing of \$391,000
- All required permits and approvals
- Copies of invoices and cancelled checks

Committee Meeting:

Motion:

Second:

All in favor; motion carried.



Board Resolution No. 2021-10-125
October 28, 2021

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
SABAEI INDUSTRIES, LLC**

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

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

Whereas, the Regional Loan Review Committee met October 13, 2021 to review an application from Sabael Industries, LLC, requesting \$238,000 from the Regional Tourism Transformational Community Revolving Loan Fund in order to acquire a property located at 6204 State Route 28, Indian Lake (Hamilton County), and

Whereas, the applicant proposes to acquire a property currently known as Binder's Cabins in Indian Lake in order to attract more tourists to the area, and

Whereas, the Regional Loan Review Committee approves a commitment of \$238,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$238,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Sabael Industries LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further


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

Motion by: D. Mastascusa
Seconded by: M. Murray

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | Mackinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-125 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

TERM SHEET

| | |
|----------------------|---|
| Borrower: | Sabael Industries LLC |
| Loan Fund: | Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds] |
| Amount: | \$238,000.00 |
| Loan Term: | 20 years |
| Loan Rate: | 1% |
| Loan Payment: | Regular monthly principal and interest payments to fully amortize the loan over 240 months |
| Collateral: | Second mortgage and assignment of rents and leases on 6204 State Route 28, Indian Lake, NY 12842 (tax parcel #56.019-4-29.111); 2nd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Sabael Industries LLC |
| Conditions: | <ul style="list-style-type: none">• Cash equity of a minimum of \$59,500 demonstrated at closing by the disbursement statement.• Community Bank financing of \$297,500• Labor peace does not apply as it is an existing business• Acceptable MWBE plan or waiver• Personal Guaranty of Cassandra Marion and Jake Mahoney• Satisfactory third party broker opinion or appraisal with a minimum value of at least \$535,500 for a 1:1 LTV• Copies of invoices, and cancelled checks or bank statements |

TRANSFORMATIONAL TOURISM FUND

Borrower: Sabael Industries, LLC

Project Location: 6204 State Route 28, Indian Lake, NY 12842
(56.019-4-29.111)

Borrower Address: P.O. Box 775, 139 John Rust Road, Indian Lake, NY 12842

Ownership: Cassandra Marion – 50%
Jake Mahoney – 50%

Loan Amount: \$238,000.00

Term: 20 years

Rate: 1%

Payments: Monthly principal and interest

Guarantor: Cassandra Marion and Jake Mahoney

Use of Funds: Acquisition

Collateral: Second mortgage position and assignment of rents and leases on 6204 State Route 28, Indian Lake, NY 12842; second lien on all assets of business

Jobs: Existing: 0
Years 1-3: 2.5 FTE (Manager, housekeeper, and groundskeeper in year one, additional housekeeper in year two, additional groundskeeper in year three)

Total Project Costs

| <i>Sources of Funds</i> | | <i>Uses of Funds</i> | |
|-------------------------|---------------------|----------------------|---------------------|
| Tourism Loan Fund | \$238,000.00 | Acquisition | \$595,000.00 |
| Community Bank #1 | \$297,500.00 | | |
| Cash Equity | \$ 59,500.00 | | |
| Total | \$595,000.00 | Total | \$595,000.00 |

Community Bank – Mortgage to purchase R/E; 10 year maturity amortized for 20 years; 5 yr T-Bill plus 3.00 adjusted at every 5th anniversary, fixed for first five years at 4.5%. There is a prepayment penalty if loan refinanced in first 5 years. No penalty for applying extra payments toward principal.

Equity-Cash contributed by applicants

Description of Project

Jake Mahoney and Cassandra Marion (Applicants) are seeking funding to acquire a property currently known as Binder's Cabins in Indian Lake. While this is an acquisition project with no rehab planned at this time, the property is located in Indian Lake which will benefit by this property being purchased and retained as lodging in the area. The Applicants will change the name of the business to Adirondack Lake Cabins.



The property is a nine-unit rental property located in the heart of the Adirondack Mountains. The primary business will provide four season lodging accommodations in Indian Lake. There is also one building whereby the business has a long-term lease to the Troop B Division of the NYS Police. The business will provide affordable, quality, year round lodging accommodations for tourists, hikers, anglers, hunters, skiers, snowmobilers, and other visitors to the Indian Lake, NY region of the Adirondack State Park.

Products and Services

The property consists of 7 short-term rental cabins, one luxurious three bedroom rental house with office and retail space, and one long term leased cabin to the NYS Police Barracks. Each of the nine individual buildings are rented separately. Cabins and the main house are rented nightly, and the trooper barracks is leased monthly under an existing 10-year contract.

Sabael Industries LLC

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Cabins 1, 2, and 3 each sit facing the Adirondack Lake with porches and front lawns. Each cabin sleeps up to four people and includes a full bathroom, living space, dining area, and kitchenette. Due to current amenities within these cabins, these buildings operate seasonally during warmer months of the year, but could easily be converted in the near future to handle winter conditions.

Cabins 4, 5 and 6 also face Adirondack Lake, and have a slightly larger layout than cabins 1-3. Cabin 7 sits on an adjacent side of the property, just off the local snowmobile trails. Each of these cabins can sleep approximately 6-8 people, and include a full bathroom, living space, dining area and full kitchen. These four cabins are currently open for rentals year-round.

The Main House is a three-bedroom, year round luxury home that sits facing the lake. This home can sleep 8-10 people and features two and a half bathrooms, a full kitchen with high-end appliances, large living spaces and a faux fireplace. This building will have the ability to fetch a luxury nightly rate with its recent renovations and modernized updates.

The front portion of the Main House has a separate space for an office and retail area. This will be utilized as a new office space for Adventure Sports Rafting Company. This company is owned by the Applicants. Moving the rafting company office will allow for the operations of both businesses to be under one roof simultaneously providing activities to cabin guests, and lodging to rafting guests. They will also save \$750/month in rent.

The last building located on the site is currently outfitted with jail space, two full bathrooms, and all other necessities for the New York State Police. The building is leased currently under a monthly payment agreement through the year 2027. They do not predict that this will change based on its history with this property, however this building could easily be renovated into a rental home in the future if the State Troopers were to not renew their lease in the future.

Guests will be encouraged to check in and out of their stay using an automated system involving modernized key pads on every door instead of the traditional lock and key style security system. This will allow guests to arrive and obtain access more easily and at any time convenient to them, once check-in has been made available. This system will also provide easier access to accommodations once checked in, as losing your key, is as simple as looking up your personal door code through the ease of a phone. The applicants feel streamlining processes similar to this one will bring the business into a more modern era while still maintaining the rustic waterfront cabin feel.

Market

Indian Lake is located in the heart of Hamilton County and is a popular destination for tourists from the NYC metro area, as it is a 4 hour drive. Since the tourism fund was created there has been interest by potential developers as well as the community to increase lodging in the area since much of their lodging was falling in disrepair due to, in most cases, lack of succession planning. However, we have not been able to fund a project in this area to date as these projects have not progressed. This project would provide for the cabins to remain quality lodging in the community while tying in the rafting company as well. In addition, this is one of a few year round properties. Spring, summer and fall activities include hiking, biking, canoeing, kayaking, paddleboarding, whitewater rafting, and more. In the winter, their year-round accommodations will draw skiers, snowmobilers, ice fishermen, showshoers, and other outdoor recreational enthusiasts.

Sabael Industries LLC

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Marketing will focus on a unique business website for reservations. There is many repeat customers, but the cabins are available to the public with the exception of the Trooper facility. Social media is currently a large source of business for the company. The present owner uses her Facebook account to communicate with many of her customers. Upon taking ownership, social media accounts will be established through Facebook, Google, Instagram, and other popular platforms.

Their existing business, Adventure Sports Rafting Company will play an important role in marketing the cabins as well. Nearly 50% of current rafting inquiries involve clients looking for rental accomodations when booking a whitewater rafting trip. The will cross market the two businesses.

Competition

The applicants provided the following regarding competition. There are no other cabin rental operations on Lake Adirondack.

1. Camp Driftwood, seasonal lakefront cottages on Indian Lake in Indian Lake.
2. Prospect Point Cottages, seasonal lakefront cottages on Blue Mountain Lake in Blue Mountain Lake.
3. The Hedges-seasonal lakefront cottages and inn on Blue Mountain Lake in Blue Mountain Lake.
4. Hemlock Hall, seasonal cottages on Blue Mountain Lake in Blue Mountain Lake.

Adventure Sports Rafting & Shuttle Co.

Established in 1985, Adventure Sports boasts 35 years of experience and expertise in the outdoor and recreation industry in the Adirondack Mountains. Operations begin annually the first week of April and extent through Columbus Day. They typically employ 10-20 licensed whitewater rafting guides.

Management

Jake Mahoney grew up in Connecticut and spent his summers in Indian Lake from an early age. He worked for Adventure Sports Rafting Company for nearly 20 years before buying it in 2017. Jake attended the University of Vermont and graduated from the Rubenstein School of Natural Resources with a BS in Recreation Management. He also started two other businesses during his college years-Prime Cuts Vinyl and Prime Industries LLC. Prime Cuts Vinyl is a vinyl decal business that still exists today making signs and other decals for businesses. Prime Industries LLC is now a well-established sunglasses company based out of Burlington, Vermont. Jake and Cassie moved full time to Indian Lake in May of 2017. Jake works full-time for Blueline Commuter. His flexible schedule allows him to operate his rafting company, while maintaining a full-time, steady income year round. Jake is currently a councilman for the Town of Indian Lake.

Cassie Marion was raised in Vermont and attended the University of Vermont graduating from the Rubenstein School of Natural Resources with a BS in Parks, Recreation & Tourism. She is currently a Track and Field Coach at Middlebury College. She is also General Manager at Adventure Sports Rafting Company. She has been with Adventure Sports Rafting Company since 2013. Cassie is a board member with the Indian Lake Chamber of Commerce.

The applicants intend to operate and manage the business. Cassie has cleaned cabins and homes professionally in the past for a number of organizations including the local rustic resort, Timberlock. Jake is skilled in mechanical and electrical work, plumbing, carpentry and a variety of other maintenance related skills. Together, Jake and Cassie will manage day-to-day operations.

Financial Review

| | 2019 | 2020 | 9/13/2021 | Year One | Year Two | Year Three |
|-----------------------|---------|---------|-----------|----------|----------|------------|
| Sales | 45,353 | 44,784 | 117,077 | 177,840 | 194,670 | 250,812 |
| Gross Profit | 45,353 | 44,784 | 117,077 | 177,840 | 194,670 | 250,812 |
| Expenses | 48,744 | 50,195 | 93,873 | 17,552 | 17,552 | 17,552 |
| Other Income/(Exp) | 0 | 0 | 0 | 0 | 0 | 0 |
| EBITDA | (3,391) | (5,411) | 23,204 | 160,288 | 177,118 | 233,260 |
| Add Back: | | | | | | |
| Depreciation | 17,288 | 18,702 | 0 | 0 | 0 | 0 |
| Interest | 0 | 0 | 0 | 0 | 0 | 0 |
| Less: Wages* | | | | 37,732 | 37,732 | 37,732 |
| Less: Taxes | | | | 9,900 | 9,900 | 9,900 |
| Cash for Debt Service | 13,897 | 13,290 | 23,204 | 112,656 | 129,486 | 185,628 |
| Tourism Fund | 13,135 | 13,135 | 9,851 | 13,135 | 13,135 | 13,135 |
| Community Bank | 22,586 | 22,586 | 16,939 | 22,586 | 22,586 | 22,586 |
| Total Debt | 35,721 | 35,721 | 26,790 | 35,721 | 35,721 | 35,721 |
| Debt Service Coverage | .39 | .37 | .87 | 3.15 | 3.62 | 5.2 |

| | | | | | | |
|------------------|-------|--------|------|------|------|-------|
| Sales Inc (Dec.) | ---- | (.01%) | ---- | 297% | 9.4% | 28.8% |
| Gross Profit | ---- | ---- | ---- | ---- | --- | --- |
| Expenses | 1.07% | 1.12% | 80% | 10% | 9% | 7% |
| Profit Ratio | ---- | ---- | 20% | 90% | 91% | 93% |

Tourism Fund-\$1,094.58/month

Community Bank-\$1882.13/month

*Wages and associated costs not included in projections. For underwriting I assumed 30 hours per week x 1.5 FTE x\$15/hour x 52 weeks=\$35,100. I used 7.5% for associated expenses for a total of \$37,732 for wages and associated payroll expenses.

- 2019 and 2020 information from the Schedule C for Melanie Stiffel owner of Binder's Cabins LLC. 2021 interim information internally prepared.
- The main expenses for the business in 2019 and 2020 were depreciation which was \$17,288 in 2019 and \$18,702 in 2020, taxes and licenses which were \$9,506 in 2019 and \$10,610 in 2020, insurance which was \$5,724 in 2019 and \$5,689 in 2020, and utilities which were \$11,475 in 2019 and \$8,791 in 2020.
- Major expenses in 2021 were bills and utilities of \$23,000, miscellaneous business expenses of \$19,584, taxes of \$8,072. These have not be reviewed by an accountant.

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- In speaking with the Applicants, they feel that they can easily increase revenues based upon what the seller was reporting. The seller took cash only and did not charge consistent rates to customers.
- Year one revenues assume the following:
 - Average cabin rental 1 night \$120.00
 - Average house rental 1 night \$300.00
 - Average NYS building rental one month \$1500.00
 - Store Revenue- \$100 per day at 27 weeks \$3,000

They expect to lease cabins 4-7 year round with income of \$18720 each annually or \$1560 monthly for each. They expect the main house to bring in \$46800 in revenue.

- All revenue projections in year one are based upon 30% occupancy from January-April, 50% occupancy from May-June, 60% occupancy from July-August, 50% occupancy from September-October, and 30% occupancy from November-December.
- The lease with NYS Police is through 2027 with an annual escalator. The NYSP have leased this building for over 40 years.
- Main expenses in year one are debt payments, property taxes, propane, and debt service. I asked the applicants for clarification on the lack of payroll and associated expenses.
- Revenues increase as rates increase as follows:

| | Year Two | Year Three |
|---|------------|------------|
| ○ Average cabin rental 1 night | \$130.00 | \$140 |
| ○ Average house rental 1 night | \$350.00 | \$450 |
| ○ Average NYS building rental one month | \$1,530.00 | \$1,561 |
| ○ Store Revenue- \$750 per month | \$9,000 | \$9,000 |

Occupancy assumptions remain the same as above. Year three includes income and expenses for cabins 4, 5 & 6 being winterized. Estimated cost per unit is \$3,000 for winterization.

Cashflow

- Based upon the projections, there will be sufficient cash flow to repay debt.

| | At Closing |
|---------------------------------------|----------------|
| Assets | |
| Current | 0 |
| Fixed | 595,000 |
| Other | 0 |
| Total Assets | 595,000 |
| Liabilities | |
| Current | 20,194 |
| Long Term | 515,306 |
| Total Liabilities | 535,500 |
| Equity | 59,500 |
| Total Liabilities & Equity | 595,000 |

| | |
|-----------------|------------|
| Working Capital | (\$20,194) |
| Current Assets | ---- |
| Debt to Equity | 8.99 |

- No cash is showing on the balance sheet at closing, however applicants have sufficient personal cash to support business as well as deposits coming in.
- Current portion of long-term debt includes the current portion on the new loans.

Personal Credit:

Cassandra and Jake list assets of \$734,000 and no liabilities. They list \$285,000 cash on hand, \$122,000 automobiles, and \$320,000 other assets. Other assets include a 2015 Chevy Tahoe, classic cars, and a 1941Piper Cub Airplane. They list salaries totaling \$100,000. Cassandra has a TransUnion Credit Score of 785 with no derogatory comments or issues on public record. She shows liabilities of \$846 on a revolving account. Jake has a TransUnion Credit Score of 695. He has one derogatory comment on a revolving account that showed 30 and 60 days past due in March and April of 2018. There was no loss on the account. No issues under public record. He shows liabilities of \$846 on a revolving account.

Collateral: Second mortgage on real estate located at 6204 State Route 28, Indian Lake, NY 12842, and a second lien on all assets of the business.

| | <u>Cost</u> | <u>Discount</u> |
|---------------------------|------------------|------------------|
| Real Property (70%) | \$595,000 | \$416,500 |
| Collateral Available | \$595,000 | \$416,500 |
| | | |
| Community Bank Loan | \$297,500 | \$297,500 |
| Total Senior Debt | <u>\$297,500</u> | <u>\$297,500</u> |
| Collateral Available-DANC | \$297,500 | \$119,000 |
| Tourism Fund - | \$238,000 | \$238,000 |
| Loan to Value | 80% | 200% |

Per the Hamilton County tax records, the market value is \$344,400.

DANC will require an appraisal with a minimum LTV of \$535,500 to have at least a 1:1 LTV.

Contingencies:

- Cash equity of up to \$59,500 demonstrated at closing by the disbursement statement.
- MWBE does not pertain as the funds are used for acquisition only
- Community Bank financing of \$297,500
- As completed appraisal with minimum value of at least \$535,500 to have at least a 1:1 LTV
- Labor Peace does not apply as it is existing lodging with fewer than 15 units
- Personal guaranty of Cassandra Marion and Jake Mahoney
- Copies of invoices, and cancelled checks or bank statements

Motion: Second:



Board Resolution No. 2021-10-126
October 28, 2021

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
SIRREF PROPERTIES, LLC**

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

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

Whereas, the Regional Loan Review Committee met October 13, 2021 to review an application from Sirref Properties, LLC, requesting \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund in order to acquire a property located at 118/120 State Route 28, Inlet (Hamilton County), and

Whereas, the applicant proposes to acquire a property currently known as Stiefvater's Lakeside Cottages in Inlet in order to retain lodging in this area, and

Whereas, the Regional Loan Review Committee approves a commitment of \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Sirref Properties LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further

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

Motion by: D. Mastascusa
Seconded by: M. Murray

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-126 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.


Frederick J. Carter
Board Chairman

TERM SHEET

| | |
|---------------|---|
| Borrower: | Sirref Properties LLC |
| Loan Fund: | Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds] |
| Amount: | \$250,000.00 |
| Loan Term: | 20 years |
| Loan Rate: | 1% |
| Loan Payment: | Regular monthly principal and interest payments to fully amortize the loan over 240 months |
| Collateral: | Third mortgage and assignment of rents and leases on 118/120 State Route 28, Inlet, NY 13360 (tax parcels #59.012-1-18.120 & 59.012-1-18.110); 3 rd lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Sirref Properties LLC |
| Conditions: | <ul style="list-style-type: none">• Cash equity of a minimum of \$66,000 demonstrated at closing by the disbursement statement.• Watertown Savings Bank financing of \$720,000 for acquisition and \$112,000 for boats• SBA 504 financing of \$432,000 (final debenture amount may be higher)• Labor peace does not apply as it is an existing business• Acceptable MWBE plan or waiver• Personal Guaranty of Kimberly Ferris and Nolan Ferris• Satisfactory third party broker opinion or appraisal with a minimum value of at least \$1,400,000 for a 1:1 LTV• Copies of invoices, and cancelled checks or bank statements |

TRANSFORMATIONAL TOURISM FUND

Borrower: Sirref Properties LLC (any operating entity if formed)

Project Location: 118/120 State Route 28, Inlet, NY 13360
(59.012-1-18.120 & 59.012-1-18.110)

Borrower Address: 213 Gulf Bridge Road, West Monroe, NY 13167

Ownership: Kimberly Ferris – 51%
Nolan Ferris – 49%

Loan Amount: \$250,000.00

Term: 20 years

Rate: 1%

Payments: Monthly principal and interest

Guarantor: Kimberly Ferris and Nolan Ferris

Use of Funds: Acquisition

Collateral: Third mortgage position and assignment of rents and leases on 118/120 State Route 28, Inlet, NY 13360; third lien on all assets of business

Jobs: Existing: 0
Years 1-3: 2 FTE (1 groundskeeper in year 2 and a second in year three proposed)

Total Project Costs

| <i>Sources of Funds</i> | | <i>Uses of Funds</i> | |
|---------------------------|-----------------------|----------------------|-----------------------|
| Tourism Loan Fund | \$250,000.00 | 15.8% Acquisition | \$1,400,000.00 |
| Watertown Savings Bank #1 | \$720,000.00 | Boats | \$ 140,000.00 |
| SBA 504 Loan | \$432,000.00 | Closing Costs | \$ 40,000.00 |
| WSB-Boats | \$112,000.00 | | |
| Cash/Equity | \$ 66,000.00 | | |
| Total | \$1,580,000.00 | Total | \$1,580,000.00 |

Watertown Savings Bank #1 – Assumes 20 years @ 4.5%

SBA 504 Loan-Assumes 20 years at 3.5%

WSB #2-Assumes 7 years at 5.5%

Equity-Cash contributed by applicants

Description of Project

Kimberly Ferris and Nolan Ferris (Applicants) are seeking funding to acquire a property currently known as Stiefvater's Lakeside Cottages in Inlet. While this is an acquisition project with no rehab planned at this time, the property is located in Inlet which will benefit by this property being purchased and retained as lodging in the area. Individuals have inquired about this property to purchase and sell it off as private lots. There are currently two tax parcels that will be combined into one at closing of the transaction.



History- Stiefvater's has been a vacation camp and resort since the early 1900's. It first was founded by the Franciscan Sisters of Saint Elizabeth's Hospital in Utica as a rest camp for their members that ministered to the many lumberjacks that worked in the Adirondack logging industry. In 1927, the camp was purchased by clergy members of Utica Catholic Charities who then founded Camp Assisium, in honor of Saint Francis of Assisi, a summer camp. For 25 years, children spent part of their summers immersing themselves in "the Adirondack experience"- swimming, hiking, crafting, playing baseball and gathering around nightly bon fires. The popular camp however outgrew the location and in 1952, it was moved to what is now known as Camp Nazareth in Woodgate.

Helen Stiefvater and her sons, Edward and Robert then purchased the property in 1953 and opened a family resort. In 1956, they bought the adjacent property to expand their resort. Over the next 60 years as the property's ownership has evolved, Stiefvater's has continued to operate as a yearly vacation destination for generations of families.

Property-The property is 1.74 acres of which .73 acres is waterfront on 4th Lake. There are 14 cottages/houses from 1-5 bedroom. There is 159 feet of shoreline with sandy beach and boat dock. The boat dock will provide for pontoon boat rentals and guest personal boat and fishing use. There is also an additional outbuilding that houses the separate reservation office with rec/game room (summer), or heated garage for lawn and snow removal equipment storage and repair, or storage for three vehicles with drive through doors.

Products and Services-

These cottages are currently weekly rentals. The Applicants will consider leasing them nightly if need be but feel that they should be able to fill up weekly. Pets are not allowed.

Cottages # 1&2-1 Bedroom, sleep 2, no kitchen, include TV, coffee pot, microwave, refrigerator. Cottages #3-10-Each have kitchen, porch, charcoal grill, picnic table, pots, pans, dishes and silverware, pillows, blankets, trash bags and toilet paper. You need to bring your bed linens and bath towels.

| | | | |
|----------------|------------|-------------|------------|
| Cottages # 3&4 | 1 bedroom | sleep 2 | |
| Cottages # 5&6 | 1 bedroom | sleep 2-4 | |
| Cottage # 7 | 2 bedrooms | sleep 4 | |
| Cottage #7A | 3 bedrooms | sleep 8 | |
| Cottage #8 | 5 bedrooms | sleep 10 | |
| Cottage #8A | 2 bedrooms | sleep 4-6 | Waterfront |
| Cottages #9&10 | 3 bedrooms | sleep 6 | Waterfront |
| House #11 | 5 bedrooms | sleep 13-15 | Waterfront |
| House #12 | 4 bedrooms | sleep 10 | |

The Applicants plan to live in House #7A. This was the former caretaker's residence. This will not be available for lease.

Market

There is a dedicated following for this property. In addition, the Applicants will continue to use the current website, and will increase Stiefvoter's presence on social media. They also plan on expanding marketing through both the Old Forge and Inlet Chambers of Commerce as well as the CAA, as all are free programs that are not currently being utilized. They also will have established a preliminary business referral program with several other local businesses including Enchanted Forest Water Safari. This will all be at no cost with recuperation to other businesses involved.

Competition

The applicants provided the following regarding competition. As being one of many independently owned vacation rentals in the area, they have already created an alliance with other like businesses to promote business as well as refer customers to each other to help eliminate voids in reservation schedules. While there are several other surrounding vacation rentals in the area, this property offers unique opportunities with location, natural beach, recreation, boat rentals, boat launch, as well as common area with nightly community activities and campfire. No other area vacation rentals offer all of these as well as combined with guest laundry and ample parking while retaining the historical Adirondack experience.

Management

Nolan works as a Product Specialist for Ski-Doo. He is director of design and activation for all shows and events, as well as demonstration rides, dealer training, instructional videos, and R&D in-field testing of parts, accessories, and clothing. He is also owner/operator of Redline Recreation LLC. This business is located in West Monroe and is a snowmobile dealer. He has a Degree in Business Management/Marketing Analysis from Keuka College.

Kimberly currently works as a clinical dietician at the Veteran’s Health Administration. She has a BS from Syracuse University’s College of Human Development Nutrition DPD Program.

The Applicants will relocate to Inlet. Redline Recreation is primarily a winter business operating November, December and January which are the off seasons in Inlet. Nolan can operate this business during those months in Canastota. Kimberly has a home-based position for the VA and can stay at the property in Inlet.

Financial Review

| | 2019 | 2020 | 9/30/2021 | Year One | Year Two | Year Three |
|---------------------------|---------|---------|-----------|----------|----------|------------|
| Sales | 183,852 | 227,391 | 182,063 | 461,000 | 484,050 | 508,253 |
| Gross Profit | 183,852 | 227,391 | 182,063 | 461,000 | 484,050 | 508,253 |
| Expenses | 165,692 | 148,171 | 109,077 | 141,916 | 142,608 | 143,301 |
| Other Income/(Exp) | 0 | 0 | 0 | 0 | 0 | 0 |
| EBT | 18,160 | 79,220 | 72,986 | 319,084 | 341,442 | 364,952 |
| Add Back: | | | | | | |
| Depreciation | 34,848 | 35,606 | 0 | 167 | 167 | 167 |
| Interest | 16,320 | 13,618 | 8,768 | 55,230 | 53,326 | 51,345 |
| Cash for Debt Service | 69,328 | 128,444 | 81,754 | 374,481 | 394,935 | 416,464 |
| Tourism Fund | 13,797 | 13,797 | 10,348 | 13,797 | 13,797 | 13,797 |
| Watertown Savings Bank #1 | 54,661 | 54,661 | 40,996 | 54,661 | 54,661 | 54,661 |
| SBA 504 | 30,065 | 30,065 | 22,549 | 30,065 | 30,065 | 30,065 |
| WSB #2 | 19,313 | 19,313 | 14,485 | 19,313 | 19,313 | 19,313 |
| Total Debt | 117,836 | 117,836 | 88,378 | 117,836 | 117,836 | 117,836 |
| Debt Service Coverage | .59 | 1.09 | .93 | 3.18 | 3.35 | 3.53 |

| | | | | | | |
|------------------|-----|-----|------|------|-----|-----|
| Sales Inc (Dec.) | -- | 24% | ---- | 130% | 5% | 5% |
| Gross Profit | --- | --- | ---- | ---- | --- | --- |
| Expenses | 90% | 65% | 60% | 31% | 29% | 28% |

| | | | | | | |
|--------------|-----|-----|-----|-----|-----|-----|
| Profit Ratio | 10% | 35% | 40% | 69% | 71% | 72% |
|--------------|-----|-----|-----|-----|-----|-----|

Tourism Fund-\$1,149.74/month

Watertown Savings Bank #1-\$4555.08/month

SBA 504-\$2505.43/month

WSB #2-\$1609.44/month

- 2019 and 2020 information from the tax returns for the partnership. Projections internally prepared.
- The major expenses for this business in 2019 and 2020 were depreciation of \$34,848 in 2019 and \$35,606 in 2020, wages and salaries of \$29,023 in 2019 and \$26,787 in 2020, interest of \$16,320 in 2019 and \$13,618 in 2020, taxes of \$12,523 in 2019 and \$12,825 in 2020, and insurance of \$12,099 in 2019 and \$10,905 in 2020.
- Lease rates:

| | <u>Current</u> | <u>Proposed 2022-23</u> |
|------------------|----------------|-------------------------|
| ○ Cottages # 1&2 | \$650/week | \$800/week |
| ○ Cottage #3-#6 | \$700/week | \$850/week |
| ○ Cottage #7 | \$975/week | \$1125/week |
| ○ Cottage #7A | \$1250/week | ----- |
| ○ Cottage #8 | \$2625/week | \$3025/week |
| ○ Cottage #8A | \$1025/week | \$1325/week |
| ○ Cottage #9 | \$1960/week | \$2310/week |
| ○ Cottage #10 | \$1575/week | \$1875/week |
| ○ House #11 | \$3000/week | \$3500/week |
| ○ House #12 | \$2500/week | \$3150/week |

As noted above, the Applicants will live in Cabin 7A. They noted that the current owners have kept the pricing the same for the past 10 years. The Applicants propose to increase rates to more closely align with other local like businesses.

- All cottages are reserved on a weekly basis until May 1 when they are opened up to less than weekly rentals. Previous guests receive a renewal letter in September and must mail a 25% deposit by October 31st to hold the reservation. A 2nd 25% deposit is due January 31st and the balance 30 days prior to arrival. All cottages are rented from Saturday to Saturday. On November 1st, cottages for which a renewal reservation has not been made are opened up to the general public for weekly rentals. On December 1st, renewals that have not made deposits are opened up and your week is lost. Requests for cottages are taken on a first come, first served basis. Customers must email their request and will be contacted either the first week in January or the first week of February with available options.
- Applicants are proposing to extend the rental season. Nightly reservations will be available to the public as well. They also plan the implementation of onsite boat rentals with priority rental to guests. They state that all current local boat rentals are booked 100%, 730 days in advance. Being new, they estimate a 60% rental rate during the 16-week summer season as follows:
 - Each boat cost @ \$35000.00, with 70 days of a 116-day season (60%) @ \$750.00 p/day. All renters will be responsible for their own fuel and repair/damage with a \$1000.00 deposit. Insurance on each unit is quoted @ \$1500.00 p/boat per 6-month season. This yields a gross of \$52500.00 per boat, netting a \$17500.00 profit. With 4 boats in service this will show an increased profit annually of an additional \$70000.00, managed by the owner/operators for the first season. With ownership of these at an estimated 36 months, the following two years will be an estimated \$43750.00 per boat accounting in a 20% damage/repair/incidental cost. By Year 2 and 3 this will show an estimated \$175000.00 annual additional income.

- By living on premise, the Applicants will eliminate the outside caretaker position. This will result in a 29% cost savings. Applicants doing the wash with existing equipment will replace the outside laundry service. Applicants will do maintenance in lieu of contracted services, as well as lawn care and snow removal. Applicants will do all structural maintenance as well. They also propose to combine cable/internet/phone service with one company to achieve a 70% savings. Finally, a house will be spray foam insulated at a cost of \$2800 yielding a year-round rental generating an additional \$12000-\$15000 winter rental, and \$3000-\$6000 spring and fall rentals.
- The interim financials are through 9/30. Twenty-five percent (25%) of the rents for the next year are due 10/31 which is about \$53,000, so income will increase in the last quarter. Mr. Ferris states that the year-to-date only represents 75% of the annual income for quarters 1-3 only. Also, as noted above, they will be reducing expenses which will make the business more profitable.

Cashflow

- Based upon the projections, the business would have sufficient cash flow to repay future debt.

| | At Closing |
|---------------------------------------|-------------------|
| Assets | |
| Current | 0 |
| Fixed | 1,580,000 |
| Other | 0 |
| Total Assets | 1,580,000 |
| Liabilities | |
| Current | 62,751 |
| Long Term | 1,451,249 |
| Total Liabilities | 1,514,000 |
| Equity | 66,000 |
| Total Liabilities & Equity | 1,580,000 |

| | |
|------------------------|-----------------|
| Working Capital | (62,751) |
| Current Assets | --- |
| Debt to Equity | 22.94 |

- Applicants are not showing any working capital at closing. However, the campers do prepay and the Applicants have adequate personal resources to contribute for working capital into the project.
- The entire acquisition project makes up the fixed assets.
- Current liabilities are the current portion of long term debt.

Personal Credit:

The Applicants list assets of \$1,079,310 and liabilities of \$123,274. They list \$185,000 cash on hand and savings, \$347,192 cash value of life insurance (although this may actually be term insurance), \$180,000 automobiles, and \$169,500 other assets (snowmobile collection, trailers, and John Deere tractor). They also list two residences as well. Primary liabilities are notes payable to banks,

Sirref Properties LLC

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September 21, 2021

\$32,505.76, and mortgages on real estate of \$82,885. They list salaries totaling \$143,812. Kimberly has a TranUnion Credit Score of 846 and Nolan has a score of 825. She shows personal liabilities of \$107,215. She shows \$4496 in revolving credit, \$20,267 in installment, and \$82,452 in mortgage credit. He shows \$27,421 in liabilities. He shows the \$4496 in revolving and \$22,925 in installment credit. Neither has derogatory comments.

Collateral: Third mortgage on real estate located at 118/120 State Route 28, Inlet, NY 13360, and a third lien on all assets of the business. These properties will get combined at closing.

| | <u>Cost</u> | <u>Discount</u> |
|---------------------------|------------------|------------------|
| Real Property (70%) | \$1,400,000 | \$980,000 |
| Boats (50%) | <u>\$140,000</u> | <u>\$70,000</u> |
| Collateral Available | \$1,540,000 | \$1,050,000 |
| | | |
| Watertown Savings Bank | \$720,000 | \$720,000 |
| SBA 504 | <u>\$432,000</u> | <u>\$432,000</u> |
| Total Senior Debt | \$1,152,000 | \$1,152,000 |
| | | |
| Collateral Available-DANC | \$388,000 | (\$102,000) |
| Tourism Fund - | \$250,000 | \$250,000 |
| Loan to Value | 64.4% | (245%) |

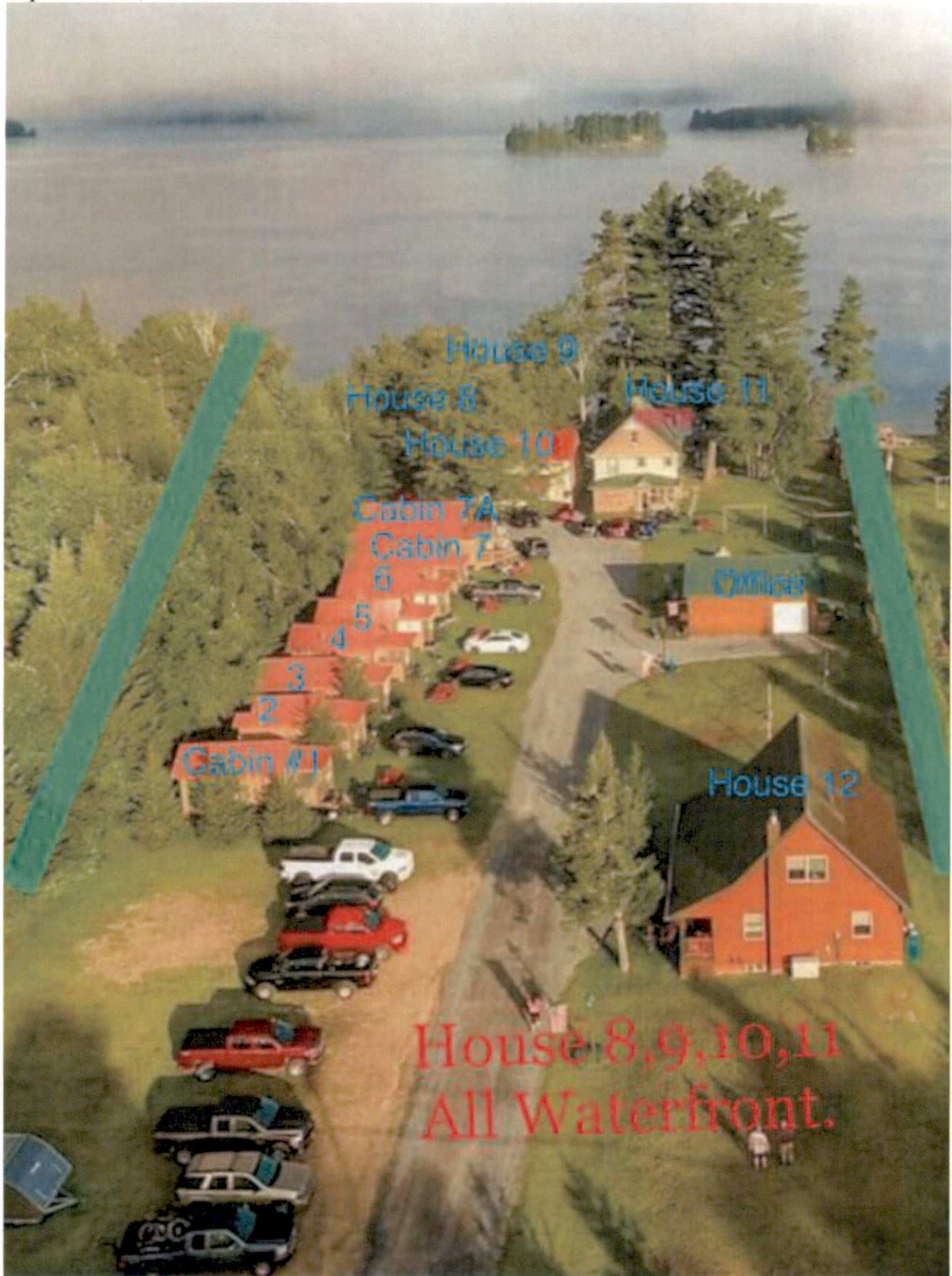
Per the Hamilton County tax records, the market value for 118 SR 28 is \$225,500 and the market value for 120 SR 28 is \$813,225.

DANC will require an appraisal with a minimum LTV of \$1,400,000 to have at least a 1:1 LTV.

Contingencies:

- Cash equity of up to \$66,000 demonstrated at closing by the disbursement statement.
- MWBE does not pertain as the funds are used for acquisition only
- Watertown Savings Bank financing of \$720,000 for acquisition and \$112,000 for boats
- SBA 504 financing of \$432,000
- As completed appraisal with minimum value of at least \$1,400,000 to have at least a 1:1 LTV
- Labor Peace does not apply as it is existing lodging with fewer than 15 units
- Personal guaranty of Kimberly Ferris and Nolan Ferris
- Copies of invoices, and cancelled checks or bank statements

Motion: Second:





Board Resolution No. 2021-10-127
October 28, 2021

**FY 2022 CAPITAL BUDGET
TELECOMMUNICATIONS DIVISION
AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating and Capital Project Budget for the Telecommunications Division for FY 2022 pursuant to **Resolution No. 2021-02-43**, and

Whereas, this budget included a capital project for \$120,000 for improvements to Dense Wave Division Multiplexing (DWDM) equipment for the Open Access Telecom Network, and

Whereas, this capital project was intended to be utilized to perform additional upgrades to equipment beyond the \$1,000,000 in capital that was authorized for DWDM improvements in FY 2021 pursuant to **Resolution No. 2020-03-24**, and

Whereas, through value engineering, some equipment installations were redesigned which will result in the successful completion of the DWMD improvements within the originally authorized budget for FY 2021 of \$1,000,000, and

Whereas, the FY 2022 DWDM capital project appropriation of \$120,000 is no longer required.

Now, upon the recommendation of Executive Management, be it therefore

RESOLVED, that the Development Authority of the North Country hereby authorizes the following amendment to the FYE 2022 Telecommunications Capital:

| Project Number | Account Description | FYE 22 Approved Budget | FYE 22 Amended Budget | Net Change |
|----------------|---------------------|------------------------|-----------------------|-------------|
| 30664 | DWDM Upgrade | \$120,000 | \$0 | (\$120,000) |

Motion by: M. Murray
Seconded by: D. Mastascusa

| | | | |
|-------------------------|-----------------------------|--------------------------|-------------------------|
| Calligaris - Yes | Hefferon - Yes | Hunt - Present | Mastascusa - Yes |
| Carter - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Doheny - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2021-10-127 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of October, 2021, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of October, 2021.



Frederick J. Carter
Board Chairman