

**Board Resolution No. 2022-08-63  
August 25, 2022**

**AUTHORIZATION OF VIDEOCONFERENCE PARTICIPATION POLICY  
AUTHORITY BOARD MEMBERS**

Whereas, on April 9, 2022 Governor Hochul signed Chapter 56 of the Laws of 2022 which included an amendment to the Open Meetings Law to make permanent (until July 1, 2024) the expanded use of videoconferencing by public bodies to conduct open meetings under extraordinary circumstances, and

Whereas, a public body that wishes to allow for the use of videoconferencing must adopt a written policy authorizing limited use of videoconferencing under extraordinary circumstances and,

Whereas a public hearing on the proposed Videoconference Participation Policy was held on August 25, 2022 for the purposes of accepting public comment on the proposed policy,

Whereas, executive management has drafted, reviewed and recommends approval of the attached Videoconference Participation Policy.

Now, therefore be it

**RESOLVED, that the Development Authority of the North Country adopts the attached Videoconference Participation Policy and will ensure that such policy is posted on its website.**

Motion by: D. Mastascusa

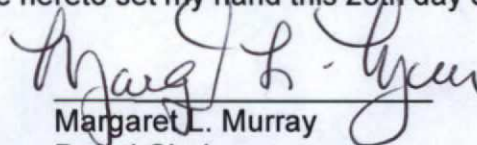
Seconded by: M. Hall

Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2022-08-63 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson

# Development Authority of the North Country

## Governance Policies

Subject: Videoconference Participation Policy

Adopted:

Resolution: 2022-08-63



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### VIDEOCONFERENCE PARTICIPATION POLICY

#### SECTION 1.0 PURPOSE

In compliance with Public Officers Law 103-2(2)(a), the Development Authority of the North Country, following a public hearing held on August 25, 2022, authorized the use of videoconferencing for meetings of the Board of Directors and its committees as described in POL 103-a, pursuant to the procedures outlined below.

#### SECTION 2.0 PROCEDURE

The following procedures are hereby established to satisfy the requirement of POL 103-a(2)(b) that any public body which in its discretion wishes to permit its members to participate in meetings by videoconferencing from private locations – under extraordinary circumstances – must establish written procedures governing member and public attendance.

- 1) All members of the Development Authority of the North Country Board and committees shall be physically present for public meetings of the Authority at a location(s) that allows physical attendance by the public unless prevented from doing so due to extraordinary circumstances.
- 2) For purposes of this policy, the term “extraordinary circumstances” includes disability, illness, caregiving responsibilities, work-related business conflicts, weather, or another significant, unexpected factor which precludes the Board member’s physical attendance at such meeting, or at the reasonable discretion of the Executive Director or Board chair.
- 3) Members may participate by videoconference from a location that is not open to the public only if there is a quorum of members at physical locations open to the public.

- 4) If a Board member is unable to be physically present at one of the designated public meeting locations and wishes to participate by videoconferencing from a private location due to extraordinary circumstances, the member must notify the Executive Director one week in advance of the meeting and provide the extraordinary circumstance that precludes physical attendance at a location that permits public attendance. In the event that the extraordinary circumstance occurs within a week before the meeting, the member should make the request as soon as practicable.
- 5) If a Board member is participating in the meeting via videoconference and their location is open to the public, that address as well as any other meeting locations open to the public for physical attendance will be published as part of the meeting notice.
- 6) A Board member participating from a location that does not permit public access will not count toward the meeting quorum, but may participate in and, if a voting member, vote at the meeting.
- 7) Except in the case of executive sessions, any Board member participating in a meeting via videoconferencing must be visible on camera at all times and must be able to be heard by the public. Board members cannot participate in meetings by phone or on a videoconferencing application with the camera turned off.
- 8) The public meeting notice(s) will inform the public that videoconferencing will be used and will identify the public physical location(s) where members will be participating.
- 9) Any meeting of the Authority conducted by videoconference will be recorded and the recording will be available on the Authority's website at [www.danc.org](http://www.danc.org) within five business days following the meeting. The recording will remain on the website for five years.
- 10) All meeting minutes will identify which Board members participated in person and which Board members participate by videoconference.
- 11) The in-person participation requirements in the New York State Open Meetings Law shall not apply during a state disaster emergency declared by the governor pursuant to section 28 of Executive Law, if the Authority determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the Authority to hold an in-person meeting.



**Board Resolution No. 2022-08-64  
August 25, 2022**

**TECHNICAL SERVICES AGREEMENT  
LAKE CHAMPLAIN LAKE GEORGE REGIONAL PLANNING BOARD  
GIS HOSTING SERVICES**

Whereas, the Lake Champlain – Lake George Regional Planning Board (LCLGRP) requested assistance from the Development Authority of the North Country in 2021 to provide assistance with a grant funded study of the area’s broadband availability and management of data collected from that survey, and

Whereas, the Authority has completed work to develop Geographic Information Systems (GIS) applications to help identify unserved areas and develop technical solutions to improve internet access within Jefferson, Lewis and St. Lawrence counties, and

Whereas, the previously created GIS applications can be shared with other entities to assist them with expanding broadband services in their area with no capital investment to the Authority, and

Whereas, the LCLGRP is requesting GIS Hosting Services for three years for a total fee of \$4,900 which will cover the limited amount of Authority labor to set up and maintain the GIS applications for the LCLGRP.

Now, therefore be it

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

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

Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2022-08-64 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

Margaret L. Murray  
Board Chairperson

**GIS WEB-BASED HOSTING AGREEMENT**

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
LAKE CHAMPLAIN – LAKE GEORGE REGIONAL PLANNING BOARD**

This Agreement entered into this 29 day of July 2022, by and between:

**LAKE CHAMPLAIN – LAKE GEORGE REGIONAL PLANNING BOARD**, a Regional Planning Council as defined in article 12-B section 239-h of general municipal law, having an office building and principal place of business located at 1 Lower Amherst Street, Lake George, NY, 12845, herein after referred to as "LCLGRP",

And

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

**Recitals**

1. The LCLGRP requested assistance from the Authority's Telecommunications division in late 2021 to help them with their grant funded study of their area's broadband network and manage their data. The Authority has already completed work to develop Geographic Information Systems (GIS) applications to help identify unserved areas and develop technical solutions to improve internet access to the region. The LCLGRP is now requesting long-term assistance for GIS hosting services.
2. The LCLGRP Director, who is authorized by the LCLGRP Board to enter into contracts, on July 29, 2022, selected the Authority to provide these services.
3. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

**Agreement**

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

Article I	Definitions
Article II	Scope of Services

Article III	Terms
Article IV	Compensation
Article V	Termination
Article VI	Insurance and Liability
Article VII	Miscellaneous

### **ARTICLE I - Definitions**

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

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

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

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

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

- 3) The LCLGRP B will be responsible for obtaining and maintaining any computer equipment (hardware, software, etc.) and high-speed Internet connection to access Hosting Services.
- 4) The LCLGRP B 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 LCLGRP B hold liable the Authority for any damages, loss of profits, or other losses for the use or misuse of the IMA.
- 5) The LCLGRP B understands that Hosting Services are provided "as is" with no warranties of any kind.
- 6) All the LCLGRP B Datasets hosted on the IMA will remain the property of the LCLGRP B. The LCLGRP B Datasets are defined as those that the LCLGRP B develops, on its own or through contract. In the event that this Agreement is not renewed, the Authority will provide the LCLGRP B with all the LCLGRP B Datasets in electronic format within not more than 15 business days.
- 7) The Authority will provide Hosting Services for Datasets other than those currently existing (referred to hereafter as "Other Datasets"). Other Datasets must be developed by the Authority (under Section 202, Additional Services), the LCLGRP B, or a third party. Other Datasets not developed by the Authority must be provided by the LCLGRP B in "shapefile" or "geodatabase" format.
- 8) Base services provided by the Authority shall include: 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 LCLGRP B will be reimbursed as described in Section 402.

### ARTICLE III – TERMS

Section 301. Term. The term of this Agreement shall be three (3) years beginning on September 1, 2022 and ending August 31, 2025, provided that the LCLGRP B and/or the Authority shall have the right to terminate this agreement as specified in Section 501.

**ARTICLE IV – Compensation**

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

TABLE 1 – ANNUAL COST OF BASE SERVICES BY YEAR

Year	Period	Annual Fee
1	9/1/22 – 8/31/23	\$1,600
2	9/1/23 – 8/31/24	\$1,600
3	9/1/24 – 8/31/25	\$1,700
Total Contract Amount		\$4,900

Section 402. Additional Services. The LCLGRP shall pay the Authority for Additional Services at the labor hour burdened rate for the specific job classification performing the services (see Table 2). Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority's fiscal year (April 1<sup>st</sup> of the present year to March 31<sup>st</sup> of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The LCLGRP will provide the reasonable support services of its staff as appropriate to assist in implementing Additional Services. The Authority will conduct all work under the sole direction of a single, primary point of contact at LCLGRP, designated as the Director for this agreement.

TABLE 2 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2023

Employee Wage Rate	Standard	Overtime
Engineering Director	\$132	NA
Controls Engineer	\$90	NA
GIS Supervisor	\$85	NA
Project Engineer	\$85	NA
GIS Analyst	\$60	NA

**ARTICLE V - Termination**

Section 501. Termination. The LCLGRP and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided however, that the LCLGRP 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 LCLGRP as additional insured on the liability policy. The LCLGRP 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 LCLGRP 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 LCLGRP 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 LCLGRP 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 LCLGRP 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 LCLGRP. 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 LCLGRP 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 LCLGRP

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 LCLGRP, 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 LCLGRP or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

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

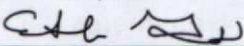
All of the above is established by the signatures of the authorized representatives of the parties set forth below.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

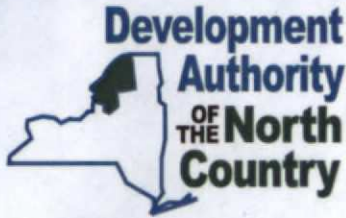
By: \_\_\_\_\_  
Carl E. Farone, Jr.  
Executive Director

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

**LAKE CHAMPLAIN - LAKE GEORGE REGIONAL PLANNING BOARD**

By:  \_\_\_\_\_  
Beth Gilles  
Director

Date: July 29, 2022



**Board Resolution No. 2022-08-65**  
**August 25, 2022**

**TECHNICAL ASSISTANCE SERVICES AGREEMENT**  
**VILLAGE OF MALONE**  
**WATER SYSTEM IMPROVEMENTS PROJECT**

Whereas, the Village of Malone has determined the Development Authority of the North County (Authority) is qualified and equipped to provide technical assistance and project management services and desires to engage the Authority to assist with planning and management for a water system capital improvement project, and

Whereas, the Authority began working with the Village of Malone in 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities, and

Whereas, it is the intent of the Village of Malone to retain an engineering firm and bid the construction work, with the Authority working in an advisory capacity to the Village Mayor and Board, and

Whereas, the total cost of the services to be provided by the Authority through completion of the funding, design and bid phase of the project shall not exceed \$18,000.

Now, therefore be it

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

Motion by: M. Hall

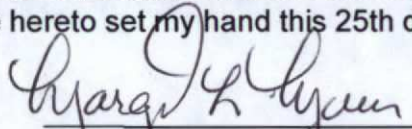
Seconded by: D. Mastascusa

Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2022-08-65 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson

**TECHNICAL SERVICES AGREEMENT FOR  
WATER SYSTEM IMPROVEMENTS PROJECT  
VILLAGE OF MALONE**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

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

And

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

**Recitals**

1. The Authority has been working with the Village of Malone since 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.
2. The Village is undertaking a water system capital improvement project and has completed a Preliminary Engineering Report.
3. The Village requested the Authority assist in preparing a NYS Water Infrastructure and Improvement Act (WIIA) application for grant funds to offset the loan cost to construct the required improvements, and
4. The Village has requested technical services from the Authority to assist in the implementation of this project. At its Board meeting held on August \_\_\_\_, 2022, the Village Board approved the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
5. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

**Agreement**

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

1. The Authority will provide the following services:

Phase 1

- a. **Project Management:** The Authority will coordinate aspects of the project during each phase. This task will include coordinating with the Village's project engineer-of-record, communicating with the Village Board, attending Village Board meetings (as requested) to report on project status,

coordinating with Village staff prior to and during the project, and coordinating with the Village's funding and legal consultants and regulatory agencies throughout the project to assist in obtaining proper approvals.

- b. **Funding Administration:** The Authority will provide funding administration services to the Village to assist in executing project financing agreements (PFA) and grant agreements, manage Village-retained professional services for short-term/interim financing.
- c. **Design and Bidding Phase:** The Authority will serve as the Village's technical representative to review engineering design and bidding documents for compliance with operational needs of the facility and the municipality. Conduct and lead project progress meetings including the various professional service representatives, as required.

Phase 2

- d. **Construction Administration Phase:** The Authority will provide assistance to the Village Mayor, Clerk/Treasurer, and Board members with various project related tasks including coordination with legal and bond counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties for the compilation of required documentation for EFC/DOH, submittal of disbursement requests, maintenance of project budgets, compilation and submittal of M/WBE reports, and generally facilitate Village reimbursement in accordance with the terms of their funding agreements.
  - e. **Project Close-Out Phase:** The Authority will provide assistance to coordinate the conversion of short-term/interim financing to long-term financing and administrative project close-out.
2. 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. The Authority publishes an adjusted rate at the beginning of each fiscal year, April 1; however, the total cost of such services through completion of Phase 1, as defined above shall not exceed \$18,000. An amendment to continue with Phase 2 services will be provided upon Village authorization to proceed with construction.

Employee Wage Rate	Standard	Overtime
Chief Operating Officer	\$132	NA
Director of Engineering	\$132	NA
Controls Engineer	\$90	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$60	NA

TABLE 1

1. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. The project PER estimates the project to be completed February 2024. 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.
2. The Village shall provide the reasonable support services of its attorney, Clerk, Treasurer and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority. The Authority will conduct all work under the sole direction of a single, primary point of contract, designated as the Village Mayor for this agreement.
3. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations, and shall name the Village as additional insured on the liability policy.
4. The Village shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
5. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
6. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
7. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
8. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts

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

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

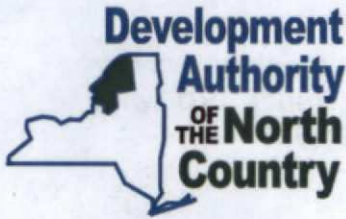
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**VILLAGE OF MALONE, NEW YORK**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andrea Dumas  
Mayor



**Board Resolution No. 2022-08-66**  
**August 25, 2022**

**FY 2022-2023 OPERATING BUDGET AMENDMENT**  
**TELECOMMUNICATIONS DIVISION**  
**OFFNET CIRCUIT LEASE**

Whereas, the Development Authority of the North Country adopted a Fiscal Year 2022-2023 Telecommunications Division Budget pursuant to **Resolution No. 2022-02-12**, and

Whereas, the budget authorized \$674,564 for off network circuit leases, and

Whereas, **Resolution No. 2022-02-12** authorized capital project 30681 (187 Fiber Construction) in the amount of \$450,000 to construct 5.5 miles of fiber between Keeseville and Plattsburgh and 3 miles of fiber to connect to SLIC in Schroon Lake, and

Whereas, this capital project will enable the Authority to replace an existing Indefeasible Right of Use (IRU) of four fibers that provide critical connectivity of the Authority's network along Interstate 87 between Plattsburgh and Albany that expires on September 17, 2022, and

Whereas, capital project delays have occurred due to supply chain issues related to the pandemic and delays with the make-ready construction process, and

Whereas, due to such delays in construction of fiber optic facilities, the Authority will be unable to complete capital project 30681 prior to the expiration of the Fiber IRU on September 17, 2022, and

Whereas, it is anticipated that it will take up to 12 months to complete project 30681, which will require that the Authority extend the term of the existing Fiber IRU to ensure uninterrupted services, and

Whereas, the current service provider (Windstream) will extend the Fiber IRU for a period of twelve months at a cost of \$24,000 per month.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to increase the budget for Off Network Circuit Leases (GL5720) from \$674,564 to \$842,564, and be it further,

**RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to extend the term of the Fiber IRU with Windstream for a period of twelve months at a monthly cost of \$24,000.**

Motion by: D. Mastascusa

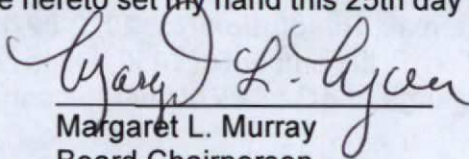
Seconded by: M. Hall

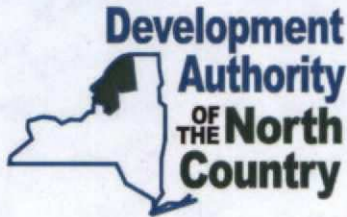
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2022-08-66 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2022-08-67**  
**August 25, 2022**

**FY 2022-2023 OPERATING BUDGET AMENDMENT**  
**WATERTOWN / FORT DRUM MULTI-FAMILY HOUSING**  
**MARKET STUDY**

Whereas, the Development Authority of the North Country last commissioned a comprehensive housing analysis of the Watertown / Fort Drum housing market in 2016, and

Whereas, the Development Authority of the North Country last commissioned a market study for senior market rate development in April 2020, and

Whereas, these studies assist staff in understanding the housing market needs surrounding Watertown and Fort Drum as they are approached by developers for funding assistance, and

Whereas, staff seeks to update these studies to gain a better understanding of affordable and market rate rental housing and senior housing needs in the Watertown / Fort Drum area, and

Whereas, Executive Management recommends modifying the Community Rental Housing Program budget to fund the updates to these above specified studies as follows:

	<u>Current Budget</u>	<u>Revised Budget</u>
Co. 55 / GL 5970 Consulting	\$0	\$15,000

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to fund Co. 55 Community Rental Housing Program account 5970 Consulting at \$15,000 to update the Watertown / Fort Drum Multi-Family Housing Market Study and Senior Housing Market Study.

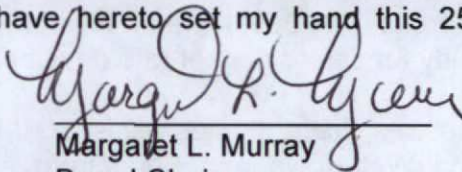
Motion by: E. Virkler  
Seconded by: M. Doheny

Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2022-08-67 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2022-08-68**  
**August 25, 2022**

**AMENDED SUBRECIPIENT AGREEMENT  
HOME AMERICAN RESCUE PLAN FUNDING**

Whereas, **Resolution No. 2020-08-102** approved the Subrecipient Agreement between the Authority and Jefferson County to administer the North Country HOME Consortium for the program years 2021, 2022, and 2023, and

Whereas, Jefferson County was notified in 2021 that it was the recipient of \$2,988,032 through the HOME American Rescue Plan Program to assist with eligible homeless housing issues in eligible communities in the three-county North Country HOME Consortium area, and

Whereas, Jefferson County has asked the Authority to administer these funds through the existing Subrecipient Agreement. Administrative services include grant compliance and reporting, collaborating with the County in developing the HOME-ARP Plan, and project oversight, and

Whereas, the existing Subrecipient Agreement will be amended to address the roles and responsibilities of both parties in administering the HOME ARP funds in accordance with federal requirements, and

Whereas, the grant expires 8/31/2030, and

Whereas, the Authority will receive up to \$175,000 over the term of the grant for these services.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to execute the amended North Country HOME Consortium Subrecipient Agreement to provide administrative services for the HOME American Rescue Plan Program in an amount not to exceed \$175,000.

Motion by: D. Mastascusa

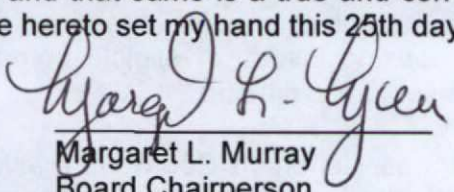
Seconded by: M. Hall

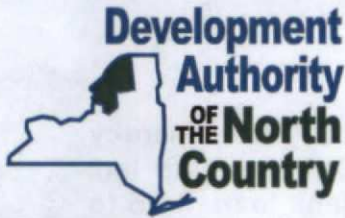
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2022-08-68 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2022-08-69**  
**August 25, 2022**

**AFFORDABLE RENTAL HOUSING PROGRAM**  
**POTSDAM SANDSTONE SENIOR CITIZENS CLUB INC.**  
**SUBORDINATION**

Whereas, **Resolution No. 2009-08-11** approved a loan from the Affordable Rental Housing Program for \$750,000 in permanent financing to Potsdam Sandstone Senior Citizens Club Inc. for improvements to their Midtown Apartments facility in Potsdam, and

Whereas, the \$750,000 was paid to Community Bank ("Bank") after improvements were completed to pay-down their \$2 million construction loan to \$1,250,000, and

Whereas, the current principal balance on their loan with the Authority is \$409,022.99 and they pay on-time, and

Whereas, the current principal balance on their existing Community Bank loan is approximately \$396,000 and they pay on-time, and

Whereas, the Borrower is requesting up to an additional \$618,500 from Community Bank for improvements to the Midtown Apartments, and

Whereas, the Bank is asking the Authority to subordinate to the new \$618,500 mortgage, and

Whereas, the 'as completed' market value of the property per the appraisal dated 7/23/2009 was \$3,250,000, and

Whereas, based upon the existing and new Bank debt totaling \$1,014,500, the Authority would have a favorable loan to value, and

Whereas, the Bank is requesting an updated appraisal and the Authority will require this prior to executing the Subordination Agreement in order to confirm the value of the property in order to maintain a 1:1 loan to value, and

Whereas, the minimum market value to assure a 1:1 loan to value is \$1,423,523, and

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

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby subordinate its \$750,000 loan to Potsdam Sandstone Senior Citizens Club Inc. from the Affordable Rental Housing Program to a Community Bank loan of up to \$618,500 subject to the property market value of at least \$1,423,523 being confirmed by the updated appraisal, and authorizes the Executive Director or Chief Financial Officer to execute all required documentation.**

Motion by: M. Hall

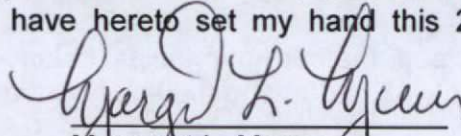
Seconded by: E. Virkler

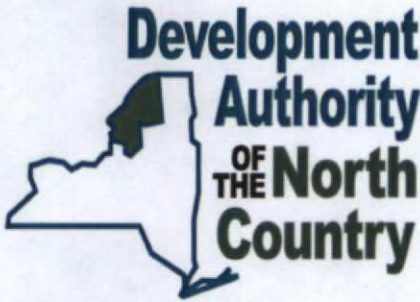
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2022-08-69 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson



ADMINISTRATION and REGIONAL DEVELOPMENT DIVISION

Dulles State Office Building • 317 Washington Street, Suite 414 • Watertown, New York 13601 • Telephone (315) 661-3200 • TDD (800) 662-1220

WATER QUALITY DIVISION  
Warneck Pump Station  
23557 NYS Route 37  
Watertown, New York 13601

Telephone (315) 661-3210  
Emergency Telephone (315) 786-4000

TELECOMMUNICATIONS DIVISION  
Dulles State Office Building  
317 Washington Street, Suite 406  
Watertown, New York 13601

Telephone (315) 661-3200  
Emergency Telephone (866) 669-3262

MATERIALS MANAGEMENT DIVISION  
Solid Waste Management Facility  
23400 NYS Route 177  
Rodman, New York 13682

Telephone (315) 661-3230

ENGINEERING DIVISION  
Warneck Pump Station  
23557 NYS Route 37  
Watertown, New York 13601

Telephone (315) 661-3210

**TO:** Board of Directors  
**FROM:** Michelle L. Capone  
**DATE:** August 11, 2022  
**SUBJECT:** Potsdam Sandstone Senior Citizens Club, Inc.

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Resolution No. 2009-08-11 approved a loan for \$750,000 to Potsdam Sandstone Senior Citizens Club, Inc. for permanent financing for improvements to their Midtown Apartments facility in Potsdam, NY. The \$750,000 was paid to Community Bank after improvements were completed to pay-down their \$2 million construction loan to \$1,250,000. The mortgage filed by Community Bank was for \$2 million. Midtown Apartments is a HUD Section 8 rental project for seniors and those with disabilities.

The current principal balance on their loan with the Authority is \$409,022.99. It is at 3% with a maturity date of 1/1/2032. They pay on time.

The outstanding balance on their existing Community Bank loan is approximately \$396,000 as of 7/25/22. They have a very favorable rate of 4.45% and it matures January 1, 2030.

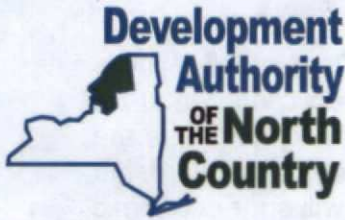
The Borrower is requesting up to an additional \$618,500 from Community Bank for improvements. The proposed rate is the 10-year Treasury Index rate plus 2.35%-2.75%, fixed for the first 10 years, then adjusted for the next 10 years. It would have a term/amortization of 20 years.

The Bank is asking the Authority to subordinate to the new \$618,500 mortgage. This would move the Authority behind an existing \$2 million mortgage and the new \$618,500 mortgage. However, looking at it in terms of total debt, the Authority would be behind only \$1,014,500. This is substantially lower than what we were originally behind when we made the loan.

The 'as completed' market value of the property per the appraisal dated 7/23/2009 was \$3,250,000. Community Bank will require an updated appraisal however this will not be available until early September. The total assessed value per the County's tax records is \$4,850,000. Based upon the \$3,250,000 value, the Authority would have an 18% LTV.

Staff is in receipt of their annual financial statements. The facility is performing well.

Staff recommendation: Staff recommends subordination of mortgage to the new \$618,500 loan.



**Board Resolution No. 2022-08-70**  
**August 25, 2022**

**AUTHORIZING SALE OF REAL PROPERTY**  
**8023 WASHINGTON STREET HARRISVILLE NEW YORK**

Whereas, the Development Authority of the North Country owns real property located at 8023 Washington Street, Harrisville, New York (Harrisville Site), and

Whereas, the Harrisville Site is identified as Tax Map Parcel Nos. 013.09-01-08.110 and 013.09-01-12 and consists of two adjacent parcels containing a total of 40.665± acres, and

Whereas, building improvements consist of four primary structures as follows: 1- and 2-story office/shop building containing 10,354 square feet; a 1- and 2-story recycling building containing 31,250 square feet; a 1-story warehouse containing 8,000 square feet; and a 1-story warehouse containing 6,750 square feet, and

Whereas, pursuant to **Resolution No. 2021-12-138**, the Authority will cease operation of the Recycling Transfer Station at the Harrisville Site on or before December 31, 2022 and would explore options for the beneficial re-use of the Harrisville Site in accordance with the Authority's mission, and

Whereas, the Authority purchased the Harrisville Site in 2019 from the Lewis County Industrial Development Agency for \$350,000, and

Whereas, the Harrisville Site appraised for \$580,000 on March 4, 2022, and

Whereas, the Authority issued a Request for Proposal (RFP) for the sale and redevelopment of the Harrisville Site. The goal of the RFP was to secure a buyer to purchase and redevelop the Harrisville Site in a way that aligns with the Authority's mission to promote the health and well-being of its communities, to foster and enhance environmental stewardship and to promote economic development through job creation. No formal proposals were received that were deemed responsive to the requirements of the RFP, and

Whereas, subsequent to the RFP process, two businesses expressed interest in purchasing the Harrisville Site. Authority staff commenced discussions with both businesses to gain an understanding of the intended use of the property, estimated job creation and alignment with the Authority's mission. Both businesses provided the Authority with a written proposal to purchase the Harrisville Site to include the intended use, and

Whereas, after careful consideration of both proposals, Geiter Done of WNY Inc.'s proposal to purchase the Harrisville Site for \$400,000 to establish a recycling center for hard to recycle materials is best aligned with the mission of the Authority and was the highest offer received. Geiter Done of WNY Inc. will promote environmental stewardship by providing a local outlet to dispose of hard to recycle materials and will spur economic development in Harrisville through the creation of approximately 25 jobs over 5 years, and

Whereas, the sale of the property to a private enterprise will place the property back on the Lewis County tax roll, and

Whereas, the intended use of the Harrisville Site as a result of the sale to Geiter Done of WNY Inc. is within the mission and enabling statute of the Development Authority of the North Country, and

Whereas, there are no reasonable alternatives to the below market sale that would achieve the same purpose.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize the Executive Director to enter into an Agreement to sell the Harrisville Site to Geiter Done of WNY Inc. for \$400,000 and thereafter to execute any documents or take any actions reasonably necessary to effectuate the sale of the property.

Motion by: D. Mastascusa

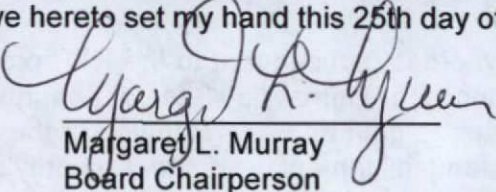
Seconded by: M. Doheny

Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon* - <b>Yes</b>	Murray - <b>Yes</b>
Hefferon* - <b>Yes</b>	Hollenbeck* - <b>Present</b>	McGrath* - <b>Present</b>	Virkler - <b>Yes</b>
Hall - <b>Yes</b>	Hunt* - <b>Present</b>	Mastascusa - <b>Yes</b>	

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2022-08-70 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 25th day of August, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2022.

  
Margaret L. Murray  
Board Chairperson