Development Authority of the North Country

Board Resolution No. 2026-10-70
October 22, 2026

AUTHORIZING THE ESTABLISHMENT OF INVESTMENT BANK ACCOUNTS WITH RBC WEALTH MANAGEMENT, A DIVISION OF RBC CAPITAL MARKETS, LLC.

Whereas, investments owned by the Development Authority of the North Country (the Authority) shall be held by a custodian, and

Whereas, the Authority recently issued a Request for Proposal for an investment advisor and custodial services, and

Whereas, the Board of Directors approved **Resolution 2026-08-69** authorizing RBC Wealth Management, a division of RBC Capital Markets, LLC (RBC) to continue to serve as the Authority's investment advisor and approving the transition of custodial services to RBC, and

Whereas, it is necessary to establish custodial accounts with RBC for the following Authority investment funds:

Administration:
- General Operating
- Other Post Employee Benefits
- Fees Only

Materials Management:
- Closure/Post Closure Reserve
- Liner Reserve
- Replacement Reserve
- Tip Fee Reserve
- Wetlands Management Reserve

Regional Development:
- Affordable Rental Housing Program
- Community Rental Housing Program
- Economic Development Fund
- Housing Loan Revolving Fund
- North Country Economic Development Fund

Telecommunications:
- Operating & Repair Reserve

Water Quality:
- Army Water & Sewer Reserve

, and

Whereas, it is necessary to designate authorized signatories for such investment accounts, and

Whereas, it is desirable to provide for electronic or telephonic transfers of Authority funds by designated Authority representatives, subject to appropriate authorization and internal controls.

Now, therefore be it

RESOLVED, that the Board Chair, Board Treasurer, Executive Director, Chief Financial Officer, and Comptroller of the Authority are hereby designated as authorized signatories on each of the Authority's custodial accounts maintained by RBC Capital Markets, LLC; and that authorized signatories will execute all agreements, forms, and other documents necessary or appropriate to establish and maintain such accounts, and further be it

Resolved, that the Deputy Comptroller, Senior Accountant and Accounting Associate are hereby designated as authorized representatives for the limited purpose of initiating electronic or telephonic transfers of Authority funds for such investment accounts, provided that such transfers have been authorized in accordance with the Authority's applicable policies, procedures and internal controls by an authorized signatory.

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

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
* - indicates voting member attending using audio only, unable to vote.

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. 2026-10-70 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-10-71
October 22, 2026

AUTHORIZING THE SELECTION OF A SENIOR MANAGING UNDERWRITER FOR THE ISSUANCE OF UP TO $17,000,000 IN SOLID WASTE MANAGEMENT SYSTEM REVENUE BONDS

Whereas, pursuant to **Resolution No. 2026-05-40**, the Board of Directors of the Development Authority of the North Country (the "Authority") authorized the Issuance and Sale of the Solid Waste Management System Revenue Bonds in an aggregate principal amount not to exceed $17,000,000, and

Whereas, pursuant to the Authority's policy for the Sale and Reporting of Bonds, the Board Chairperson appointed Board members to serve on the Evaluation Committee for the review and recommendation of a Senior Managing Underwriter, and

Whereas, the Authority has conducted a competitive search for the selection of a Senior Managing Underwriter to assist in the sale of such Bonds, and

Whereas, the Evaluation Committee reviewed all proposals received in response to the Request for Proposals for a Senior Managing Underwriter in consultation with the Authority's municipal advisor from Fiscal Advisors & Marketing, Inc.

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

RESOLVED, that the Development Authority of the North Country does hereby select Roosevelt & Cross Inc. as the Senior Managing Underwriter for the Issuance and Sale of Authority Solid Waste Management System Revenue Bonds in an aggregate principal amount not to exceed $17,000,000.

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

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-71 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-10-72
October 22, 2026

APPROVING PROCUREMENT POLICY

Whereas, the Development Authority of the North Country operates in accordance with Board policies and administrative guidelines as may be amended from time to time, and

Whereas, Public Authorities Law requires that the Procurement Policy of the Development Authority of the North Country be reviewed and approved annually, and

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

Whereas, effective May 27, 2026, New York State increased the formal competitive purchase and Contract Reporter advertisement threshold to $150,000, and

Whereas, Executive Management has reviewed the increased thresholds prescribed by New York State under State Finance Law section 163(6) and recommends incorporation of those revised thresholds, together with clarifying language relating to discretionary purchases and aggregate expenditures for the same commodity or service, into the Development Authority of the North Country's Procurement Policy as reflected in the attached revised Procurement Policy.

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

RESOLVED, that the Development Authority of the North Country does hereby approve the Procurement Policy, attached hereto and incorporated in this Resolution.

Motion by: M. Murray
Seconded by: K. Bibbins

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-72 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Subject: **Procurement Policy**
Adopted: ~~February 26, 2026~~October 22, 2026
Resolution: ~~2026-02-03~~2026-10-72

PROCUREMENT POLICY

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SECTION 1.0 PURPOSE

It is the policy of the Development Authority of the North Country ("the Authority") to procure goods and services in a manner which assures: (i) compliance with all applicable provisions of law governing procurements by the Authority; (ii) the acquisition of quality goods and services which meet the Authority's needs; (iii) fairness and open competition; (iv) the wise and prudent use of the resources of the Authority; (v) opportunities for certified Minority and Women-Owned Business Enterprises in accordance with law; and (vi) the avoidance of favoritism, extravagance, fraud and corruption.

The Authority shall maintain written procedures consistent with this Policy concerning the solicitation, evaluation and selection of Contractors. These procedures shall among other things, provide for the utilization of certified Minority and Women-Owned Business Enterprises, Service-Disabled Veteran Owned Businesses, New York State Business Enterprises, New York State Residents and Small Businesses. Such procedures shall be developed by the Administrative Division and recommended to the Executive Director for approval.

This Policy is adopted in accordance with the Act (as defined below); applicable provisions of Public Authorities Law; and applicable Federal and State laws.

SECTION 2.0 DEFINITION OF TERMS

The following terms shall, for purposes of this Policy, have the following meanings unless the context shall clearly indicate otherwise:

1. "Act" shall mean the Development Authority of the North Country Act found at Title 29, Article 8 of the New York State Public Authorities Law.

2. "Authority" shall mean the Development Authority of the North Country.

3. "Competitive Basis" shall mean the utilization of any of the competitive procurement methods enumerated in Section 3.1 of this Policy.

4. "Contract for Professional Services" shall mean any written agreement for services involving the exercise of discretion, knowledge or expertise that are performed for fee, commission or other compensation by persons or organizations, not providing such services in their capacities as an Officer or employee of the Authority. Professional Services include, but are not limited to, legal, accounting, management consulting, investment banking, financial services, insurance, planning, training, statistical research, public relations, architectural, engineering, surveying or any other services of a consulting, technical or professional nature.

5. "Contractor" shall mean any contractor, consultant or vendor who enters into a Procurement Contract to provide goods, materials, equipment or services to the Authority.

6. "Exempt Contracts" shall mean any written agreement for goods or services for which a procurement process is impractical and may be awarded on other than a competitive basis. Such exempt contacts may include services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.

7. "Minority-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended.

8. "New York State Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of

exchange, goods which are substantially manufactured, produced or assembled in New York State, or services which are substantially performed within New York State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business in New York State.

9. "New York Resident" shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located elsewhere, always intends to return.

10. "Officer" shall mean any person so defined in the By-Laws of the Authority.

11. "Procurement Contract" shall mean any written agreement to which the Authority is a party for the acquisition of goods or services of any kind, including construction and public works.

12. "Procurement Policy" shall mean the Procurement Policy of the Authority that is developed and authorized by the Board of Directors of the Authority.

13. "Service-Disabled Veteran-Owned Business" shall have the same meaning ascribed thereto by Article 3 of the Veterans' Services Law, as same may be amended.

14. "Small Business" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law, as same may be amended, and shall include a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Minority and Women's Business Development, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto.

15. "Women-Owned Business Enterprise" shall have the same meaning ascribed thereto by Article 15-A of the Executive Law as same may be amended.

SECTION 3.0 COMPETITIVE PROCUREMENT METHODS

3.1 All procurements of goods and services shall be made by the Authority on a Competitive Basis except as otherwise provided in this Policy. The competitive methods used to make procurements shall include:

A. **Centralized Contracts**. Services, goods or materials may be obtained through contracts or other arrangements of the New York State Office of General Services or the United States General Services Administration or contracts or other arrangements of local government provided that the procurement complies with applicable procurement laws, regulations and guidelines for the use of such contracts.

B. **Comparative Pricing.** Solicitation and compilation of qualified potential contractor quotes and comparative analysis of the cost of each good, material or service required.

C. **Sealed Competitive Bid.** Solicitation of sealed price bids by invitation and advertising for specified services (other than Professional Services), goods, materials, to be awarded to the lowest responsible bidder after the submission of a responsive bid.

D. **Requests for Proposals**. Solicitation of specific proposals for services and materials to determine the proposer's understanding of identified financial, organizational, logistical and technical requirements. Request for Proposals may also be used when there are problems

detailing elements of performance including techniques and procedures as well as prices. Award of a Procurement Contract using this method is made on the basis of a formal evaluation of the qualifications of the proposers and the characteristics, quality and cost of such proposals.

E. **Other Competitive Method**. Any other competitive method of procurement that is consistent with the purposes of this Policy.

3.2 For every contract awarded pursuant to sealed competitive bids, the Authority shall maintain procedures designed to ensure that the contract is awarded to the lowest responsible bidder submitting a bid that meets the specifications. In determining responsibility, staff shall consider factors such as financial responsibility, reliability, skill, past performance by the contractor on Authority projects, judgment and integrity. The written procedures shall further require, among other things, that: (i) to the extent required by law, there be separate specifications for major categories for work; (ii) all advertisements for sealed bids be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; and (iii) the rationale for awarding the contract to other than the apparent low bidder be documented and retained in the procurement file.

3.3 For every contract awarded pursuant to a request for proposal process, the Authority shall maintain procedures governing the solicitation, evaluation and selection of consultants and contractors designed to ensure that the contract is awarded to a responsible contractor evidencing proven experience with projects of the scope, magnitude and complexity of the type that are the subject of the contract and that the contractor has the ability to perform all work required in a professional and timely manner. The written procedures shall require, among other things, that: (i) there be a written request for proposals setting forth the criteria and standards upon which the award is to be based; (ii) the notice of request for proposals be published in the manner required by law and in such other publications as are appropriate to ensure reasonable competition; (iii) the rationale for awarding the contract be documented and retained in the procurement file; and (iv) any competitive negotiations with a proposer be in the best interests of the procurement and documented in the procurement file.

3.4 The Authority shall, in addition to the procedures required above, maintain written procedures for any other method of competitive procurement to be used by the Authority. These procedures shall, among other things: (i) identify the category of procurement to which the procedure relates; (ii) ensure reasonable competition given the cost and type of procurement; and (iii) require written documentation of the rationale for awarding the procurement.

3.5 The Authority shall implement and maintain a procedure for reviewing inquiries from unsuccessful bidders and proposers. Such process shall ensure that unsuccessful bidders and proposers are treated in a fair and equitable manner.

SECTION 4.0 NON-COMPETITIVE PROCUREMENT METHODS

4.1 The Authority, subject to the provisions of Section 4.2 of this Policy, shall not be required to use a competitive method of procurement in the following instances:

A. Emergency Purchase. In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting property or other interests of the Authority, or the life, health or safety of persons require immediate action, the Executive Director or his or her designee may authorize the procurement on other than a competitive basis. For each such procurement, there shall be a written record setting forth the basis for concluding that there was an emergency and the methods used to identify the selected contractor.

B. Discretionary Purchases - SB/MWBE/SDVOB. In accordance with New York State Procurement Guidelines, the Executive Director, or designee, of the Authority may authorize the purchase of commodities or services from Small Business concerns, certified Minority or Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, or commodities or technology that are recycled or remanufactured, in an amount not exceeding the threshold established per State Finance Law §163-6 without a formal competitive process.

C. Discretionary Purchases – Small Purchases. The Authority may purchase commodities or services from the same vendor without requiring competitive quotations, provided that ~~costing less than fifteen thousand dollars ($15,000), in~~ the aggregate amount spent with that vendor for the same commodity or service~~per vendor during the fiscal year~~is less than fifteen thousand dollars ($15,000) during the fiscal year~~, without requiring competitive quotations~~.

D. Preferred Sources. Goods or materials may be obtained from any provider which has been afforded Preferred Source status in accordance with Section 162 of the State Finance Law, such as the New York State Department of Correctional Services Division of Industries-Corcraft, Industries of the Blind of New York State, New York State Industries for the Disabled and New York State Office of Mental Health, which, by law, are exempt from competitive bidding or similar requirements.

E. Single Source: A procurement in which, even though two or more firms can supply the required commodities or services, the Executive Director, or designee, upon written findings setting forth the material and substantial reasons therefore, may award the contract to one offerer over the other. For each such procurement, there shall be documented in the procurement record the circumstances leading to the selection of the vendor, including the alternatives considered, the rationale for selecting the specific vendor, and the basis upon which it determined the cost was reasonable (State Finance Law § 163(h)).

F. Sole Source. A procurement in which only one offerer is capable of supplying the required commodities or services (State Finance Law § 163 (g)). The Executive Director, or designee, may authorize the award of a contract for that commodity or service on other than a competitive basis. A written record shall be made of the facts supporting such a sole source determination.

G. Exempt Contracts. Other types of goods or services for which a competitive procurement process is impractical may be solicited on other than a competitive basis. Such exempt contacts may include; services provided by legal monopolies, for example utilities. Exempt Contracts require the approval of the Executive Director or his or her designee.

4.2 All procurements made pursuant to this Section shall be done in accordance with law and in furtherance of the purposes enumerated in Section 1.0 of this Policy. In addition, even if procurements need not be made on a competitive basis under this Policy, the Authority will seek competition to the maximum extent practicable under the circumstances.

SECTION 5.0 MONETARY THRESHOLDS FOR PROCUREMENT METHODS

The table below represents the minimum procurement methods that must be utilized with the associated monetary thresholds for purchases, unless using a non-competitive procurement method per Section 4.1

Estimated Amount of Purchase	Procurement Method
Discretionary Purchases – Small Purchase: aggregate purchases of the same commodity or service < $15,000 per vendor, per fiscal year	Non – Competitive Procurement
Medium Purchase: aggregate purchase: ≥$15,000 and <$150,000	Written Quote(s)
Large Purchase: aggregate ≥ $150,000.00	Formal Bid, Request for Proposals, Centralized Contract, Preferred Source

SECTION 6.0 PUBLICATION REQUIREMENTS FOR PROCUREMENT METHODS

6.1 The following publication requirements shall apply to solicitations for Procurement Contracts:

A. **Methods of obtaining Bids and Proposals**. The solicitation of bids, proposals or submissions of qualification data or offers for Procurement Contracts shall be made by the Authority in a manner determined by the Authority to be the most cost effective or providing reasonable competition. For Procurement Contracts that must be awarded on a Competitive Basis, the requirements may include advertisement in appropriate newspapers or trade journals and may also include direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with this Policy, including the Minority and Women-Owned Business Enterprise and Service-Disabled Veteran-Owned Business Enterprise provisions herein.

B. **Contracts $150,000 or More**. In the case of Procurement Contracts in the actual or estimated amount of one hundred fifty thousand dollars ($150,000) or more, the Authority will place a notice of all such opportunities in the New York State Contract Reporter and shall post the full bid/proposal documents on the Authority's website for downloading.

The link to the NYS Contract Reporter is: https://www.nyscr.ny.gov
The link to the Authority's bid listings is: https://www.danc.org/bids

C. **Exemptions from Publication Requirement** - The requirements above, relative to publications in the Contract Reporter, shall not apply to Procurement Contracts awarded pursuant to; 1) Centralized Contracts, 2) Emergency Contracts, 3) Exempt Contracts, 4) Preferred Sources, 5) Single Source, or 6) Sole Source.

SECTION 7.0 REQUIREMENTS REGARDING THE SELECTION OF PROCUREMENT CONTRACTORS

7.1 **Contracts for Professional Services.** The Authority shall award Contracts for Professional Services on a Competitive Basis unless the Procurement Contract is an Exempt Contract or is awarded using any of the non-competitive Source Selection Methods. Before entering into a Procurement Contract for Professional Services, the Authority should consider whether the contemplated services are best provided by Authority staff or external consultants. Capacity, expertise and cost shall be considered in making the determination. In addition, the Authority shall assure that the award of such contract is made to a Procurement Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. The Authority shall also consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. As part of the competitive process, the Authority shall:

A. Solicit proposals from several firms known to be qualified in the area of the service to be provided;

B. Evaluate those proposals received on the basis of the proposers' qualifications and other appropriate factors recited in the Request for Proposals. Contract price and fee may be the subject of Competitive Negotiation;

C. Document the deliberative processes by which Contractors providing Professional Services are selected;

D. Maintain written procedures to be used in connection with Requests for Proposals and Competitive Negotiations that are consistent with this Policy and that contain provisions relating to the solicitation, evaluation and selection of service contractors to which Procurement Contracts for Professional Services are to be awarded.

E. Document the deliberative process in which the Procurement Contractor was determined to be Responsive and Responsible. Contractors are required to submit completed New York State Vendor Responsibility Questionnaires.

7.2 **Contracts for Construction**. The award of construction contracts by the Authority will require contracts to be awarded pursuant to Competitive Bids. The award of separate contracts for the major categories of work, i.e., general contracting; plumbing; electrical, and heating, ventilating, and air conditioning, may be required. The Authority shall select its construction contractors competitively unless the Procurement Contract is an Exempt Contract or is made using any of the following Source Selection Methods: Emergency Contract or Sole Source. All Public Works Contracts will require compliance by contractors and subcontractors with the provisions of the Labor Law requiring the payment of prevailing wage rates. In addition, contractors and subcontractors shall provide updated NYSDOL certificates of registration pursuant to Article 8 of the State Labor Law, Section 220-i, as same may be amended.

Any method of procurement employed for any construction contract shall assure that the work is done by qualified and experienced Contractors at the lowest price to the Authority. If a contract is awarded on a Competitive Basis, the Authority shall assure that the award of such contract is made to a Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. In addition, the Authority shall consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity.

The Authority shall document the deliberative process in which the Contractor was determined to be responsive and responsible, and shall require contractors to submit completed New York State Vendor Responsibility Questionnaires.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of Contractors to which Procurement Contracts for construction services are to be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

7.3 **Procurement Contracts for Goods and Materials**. The Authority shall award Procurement Contracts for goods, materials, fixtures, furnishings, equipment and service contracts such as maintenance services and waste disposal (other than for Professional Services and construction) on a Competitive Basis (including Competitive Bids) unless the Procurement Contract is an Exempt Contract or is made using one of the following Source Selection Methods: Centralized

Contracts, Emergency Contracts, Preferred Source, Discretionary Purchases, Single Source or Sole Source.

The Authority shall maintain written procedures that are consistent with this Policy concerning the solicitation, evaluation and selection of vendors and suppliers to which Procurement Contracts for goods and materials shall be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, Service-Disabled Veteran-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses.

7.4 Standardization. Where the Authority has determined that it is in its best interests to standardize on a particular service, make, manufacturer, model or licensed product for the efficient operation of its business, the Board may resolve to standardize on the specified make, manufacturer, model or licensed product for purchase. In that event any competitive procurement will identify in the bid or proposal's specifications the standardized items that must be provided by the vendor, or source.

7.5 Bidder Debriefing. In the event that an unsuccessful bidder or proposer requests the Authority to review the award of a Contract, the Authority shall afford the unsuccessful bidder or proposer the opportunity to review its bid or proposal with the Authority and provide the unsuccessful bidder or proposer with the basis for decision and award of the Procurement Contract. In the process of reviewing the bid or proposal of an unsuccessful bidder or proposer the Authority shall treat each bidder or proposer in a fair and equitable manner.

7.6 Promotion of Minority and Women-Owned Business Enterprises. It is the goal of the Authority to (a) promote and assist participation by Certified Minority and Women-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Minority and Women-Owned Business Enterprises. It is also the Authority's goal to award contracts to those contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment. The Authority recognizes that this goal may be achieved by awarding Procurement Contracts to those firms who have demonstrated that they do not discriminate in employment. Furthermore, if a Contractor utilizes a subcontractor(s) in the performance of any Procurement Contract, said Procurement Contract, where required pursuant to Article 15-A of the Executive Law, shall require the Contractor to act affirmatively to secure participation by Certified Minority and Women-Owned Business Enterprises in such subcontract and to report the nature and extent of such efforts to the Authority. All Procurement Contracts, where required, shall be in compliance with Article 15-A of the Executive Law, as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Minority and Women-Owned Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation of Minority and Women-Owned Business Enterprises in Procurement Contracts and for the utilization of Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 15-A of the Executive Law, as same may be amended.

2. Solicit offers from Minority and Women-Owned Business Enterprises known to have experience in the area of the goods or service to be provided on Procurement Contracts in accordance with Article 15-A of the Executive Law, as same may be amended.

3. Provide notice of any procurement to appropriate professional organizations that serve Minority and Women-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.

4. Consult any list maintained by any State agency or department known to the Authority, including the Department of Economic Development, which identifies Minority and Women-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Minority and Women-Owned Business Enterprises listed therein to solicit their offers.

5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (i) participation by certified Minority or Women-owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (ii) the utilization of certified Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (iii) the utilization of partnerships, joint ventures or other similar arrangements between certified Minority and Women-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.

6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.1 above and that eliminates barriers to participation by Minority and Women-Owned Business Enterprises on Procurement Contracts.

7.7 **Promotion of Service-Disabled Veteran-Owned Business Enterprises.** It is the goal of the Authority to (a) promote and assist participation by Certified Service-Disabled Veteran-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Service-Disabled Veteran-Owned Business Enterprises. All Procurement Contracts, where required, shall be in compliance with Article 3 of the Veterans' Services Law, as same may be amended.

A. In furtherance of the above, and to promote the use of Certified Service-Disabled Veteran-Owned Business Enterprises in Procurement Contracts, the Authority shall:

1. Establish appropriate goals for participation with Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having Procurement Contracts with the Authority in accordance with Article 3 of the Veterans' Services Law, as same may be amended.

2. Solicit offers from Service-Disabled Veteran-Owned Business Enterprises known to have experience in the area of goods or service to be provided on Procurement Contracts in accordance with Article 3 of the Veterans' Services Law, as same may be amended.

3. Provide notice of any procurement to appropriate professional organizations that serve Service-Disabled Veteran-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with the Authority.

4. Consult any list maintained by any State agency or department known to the Authority, including the Office of General Services, which identifies Service-Disabled Veteran-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Service-Disabled Veteran-Owned Business Enterprises listed therein to solicit their offers.

5. Designate appropriate staff to oversee the Authority's programs established to promote and assist: (1) participation by Service-Disabled Veteran-Owned Business Enterprises in the Authority's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (2) the utilization of certified Service-Disabled Veteran-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with the Authority; and (3) the utilization of partnerships, joint ventures or other similar arrangements between certified Service-Disabled Veteran-Owned Business Enterprises and other entities having procurement contracts with the Authority. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by the Authority either directly or through their designees participation in the procurement process.

6. Establish requirements to conduct procurements in a manner that will enable the Authority to achieve the maximum feasible portion of the goals established pursuant to subsection A.1 above.

7.8 Promotion of New York State Business Enterprises and New York State Residents. It is the goal of the Authority to promote the participation of New York State Business Enterprises and New York State Residents in Procurement Contracts. Accordingly, the following procedures shall apply:

A. The Authority shall collect and consult the specifications of New York State Business Enterprises in developing specifications for any Procurement Contract for the purchase of goods where possible, practicable, feasible and consistent with open bidding.

B. The Authority shall include in all bid documents provided to potential bidders a statement that information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development and it is the policy of New York State to encourage the use of New York State subcontractors and suppliers.

7.9 Approval and Annual Review of Certain Contracts. The Authority may enter into Procurement Contracts for Professional Services for periods of longer than one year in accordance with this Policy provided such contractors are presented to the Board of the Authority for approval and reviewed annually as part of the approval of the Annual Report on Procurement Contracts. Such Procurement Contracts may also be terminated by the Board of the Authority.

7.10 Budget. The Authority Board of Directors shall approve budgets on an annual basis. The Authority shall not enter into a Procurement Contracts where budgeted funds are not available.

7.11 Limitations on Contracts with Former Officers and Employees. The Authority shall not enter into a Procurement Contract with a former Officer or employee of the Authority or any entity in which such Officer or employee has an interest (including a position of employment with such entity) unless there has been compliance with the applicable provisions of the Public Officers Law.

SECTION 8.0 STANDARD PROVISIONS FOR PROCUREMENT CONTRACTS

8.1 Procurement Contracts for Professional Services. Procurement Contracts for Professional Services shall detail the scope of services to be performed and the time frame for performance, the monitoring or reviewing of that performance by Authority personnel and, where appropriate, any permitted use of Authority supplies, facilities or personnel. Such contracts shall also state the compensation for the services, the schedule of payment, the pre-conditions for receiving

payment from the Authority, procedures for termination of the contract and any other provisions deemed necessary or appropriate for each particular Contract.

8.2 All Procurement Contracts which require a formal competitive solicitation (Competitive Bid, Request for Proposal) under this Policy shall include the current Authority's "Standard Terms, Conditions and Mandatory Clauses".

8.3 **Compliance with State Finance Law §§ 139-j and 139-k (the Procurement Lobbying Law).** In order to comply with the Procurement Lobbying Law, the Authority has established Policy and Procedures pertaining to contacts regarding Procurement Contracts. Consistent with the Procurement Lobbying Law and the Authority's Policies and Procedures, the Authority shall designate one or more persons who may be contacted by Contractors regarding a given procurement and shall require disclosure from Contractors of persons or organizations designated, retained or employed to attempt to influence the procurement process. The Authority shall incorporate a summary of the Policy and Procedures in all solicitation of proposals, bid documents or specifications. Procurement Contracts must contain a certification by the Contractor that all information provided to the Authority with respect to the Procurement Lobbying Law is complete, true and accurate, and a provision authorizing termination of the Procurement Contract where it is found that the Contractor intentionally violated the Procurement Lobbying Law. The Authority shall consider as part of its determination of responsibility of a Contractor whether there has been past or present non-compliance with the Procurement Lobbying Law.

8.4 Pursuant to Public Authorities Law (PAL) section 2879-A and Title 2, Chapter V of New York Code of Rules and Regulation (NYCRR) Part 206, the Comptroller of the State of New York, at his or her discretion and upon notification to a public Authority, is authorized to review and approve such Authority's contracts in excess of one million dollars ($1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York. The Comptroller of the State of New York has provided official notification to the Authority that such statutory authority is being exercised and that all contracts meeting the requirements specified in Public Authorities Law (PAL) section 2879-A and Title 2, Chapter V of New York Code of Rules and Regulation (NYCRR) Part 206 shall be subject to prior approval by the Comptroller of the State of New York.

SECTION 9.0 REPORT ON PROCUREMENT CONTRACTS

9.1 Within ninety (90) days after the end of its fiscal year, the Authority shall prepare a report on Procurement Contracts pursuant to Public Authority Law 2879. Such a report may be a part of any other annual report that the Authority is required to make, such as the Public Authorities Reporting Information System (PARIS) report. The Authority Chief Financial Officer and Procurement Coordinator are responsible for completing and submitting the PARIS report to the Office of the State Comptroller and the Authority Budget Office. The report shall include:

A. A copy of the Procurement Policy of the Development Authority of the North Country,

B. An annual report on procurement contracts which is available to the public.

C. An annual report explaining this Policy on Procurement Contracts and any amendments hereto.

D. Any other reports required by law.

9.2 **Availability to Public**. Copies of the annual report on Procurement Contracts shall also be available to the public on the Authority's website or upon reasonable request at the Authority's main office.

9.3 Pursuant to PAL 2879-A and NYCRR 206.3, the Authority is required to submit a report to the Office of the State Comptroller annually within 30 days prior to the end of its fiscal year. The report will include a description of every eligible contract and eligible contract amendment which the Authority reasonably anticipates awarding in the following fiscal year. This requirement relates specifically to Authority contracts in excess of one million dollars ($1,000,000) which are awarded noncompetitively or which are to be paid in whole or part from monies appropriated by the State of New York.

SECTION 10.0 MISCELLANEOUS PROVISIONS

10.1 **Amendment of Policy**. Any modification or amendment of this Policy may be made by a Supplemental Resolution adopted at any duly constituted meeting of the Board of the Authority; provided, however, that no such modification or amendment shall abrogate the rights and duties of existing Authority contracts, the terms of which were established pursuant to this Policy.

10.2 **No Recourse under this Policy**. No provision contained solely in this Policy shall be the basis for any claim against any member, Officer or employee of the Authority or the Authority itself.

10.3 **Effect of Noncompliance of Policy.** Nothing contained solely in this Policy shall be deemed to alter, invalidate, modify, or impair the terms of any contract or agreement made or entered into in violation of, or not in compliance with, the provisions of this Policy.

10.4 In furtherance of this Policy, the Board of the Authority shall annually review this Policy, and may amend same at its pleasure.

10.5 The Authority shall utilize Executive Order No. 4, Establishing a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and implement sustainability initiatives.

SECTION 11.0 RECORD OF REVISIONS

Revision Date	Resolution #
March 19, 2015	2015-03-32
March 31, 2016	2016-03-39
March 23, 2017	2017-03-27
March 28, 2018	2018-03-33
February 28, 2019	2019-02-02
May 28, 2020	2020-05-50
February 25, 2021	2021-02-36
February 23, 2023	2023-02-03
February 22, 2024	2024-02-03
February 27, 2025	2025-02-03
February 26, 2026	2026-02-03
October 22, 2026	2026-10-72

Development Authority of the North Country

Board Resolution No. 2026-10-73
October 22, 2026

TECHNICAL ASSISTANCE SERVICES AMENDMENT 2
PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES
WATER & WASTEWATER INFRASTRUCTURE IMPROVEMENTS

Whereas, pursuant to **Resolution No. 2023-08-61,** the Development Authority of the North Country (Authority) and Paul Smith's College of Arts and Sciences (College) entered into an agreement dated August 17, 2023, for an amount not to exceed $15,000 to provide project management, solicitation of requests for proposals, environmental review assistance, and funding assistance related to the College's Water and Wastewater Infrastructure Improvement Project, and

Whereas, pursuant to **Resolution No. 2024-10-73**, the Authority and the College amended the agreement through Amendment No. 1 to provide additional services during the preliminary engineering and design phase, anticipated to be completed by October 2025, increasing the not-to-exceed contract amount by $15,000, from $15,000 to $30,000, and

Whereas, the College has the need to extend the project through September 30, 2028 due to delays in regulatory agency reviews and funding difficulties to complete the design and construction phases, and

Whereas, extending the Authority's services to September 30, 2028 will increase the Authority's level of effort resulting in additional expenses of $25,000, bringing the not-to-exceed amount of the contract to $55,000.

Now, therefore, be it

RESOLVED, that Amendment No. 2 to the Technical Services Agreement for Water and Wastewater Infrastructure Improvements, by and between the Authority and Paul Smith's College of Arts and Sciences, is hereby approved. The Executive Director is hereby authorized and directed to execute said Amendment.

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

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-73 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

AMENDMENT NO. 2

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS

WITH

PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES

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

WHEREAS, the College requested that the Authority provide additional technical services through the development of the preliminary engineering and design phase of the project under Amendment No. 1 dated December 4, 2024, resulting in an increase in the amount of the original agreement by $15,000, bringing the total not-to-exceed contract price to $30,000, and

WHEREAS, the College has the need to extend the project through September 30, 2028 due to delays in regulatory agency reviews and funding difficulties to complete the preliminary design phase, final design phase, and construction phase, and

WHEREAS, the College has requested that the Authority continue providing technical assistance during the preliminary engineering, final design, and construction phases of the College's Water and Wastewater Infrastructure Improvement Projects, and

WHEREAS, to extend the Authority's services to September 30, 2028 will result in additional work and will increase the Authority's level of effort resulting in additional expenses of $25,000, bringing the not-to-exceed amount of the contract to $55,000.

NOW, THEREFORE, the Authority and the College agree to amend the Agreement to extend the Authority's services through September 30, 2028, to continue technical assistance during the preliminary engineering, final design, and construction phases, and to increase the not-to-exceed contract amount by $25,000, from $30,000 to $55,000.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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

Date: _____

PAUL SMITH'S COLLEGE OF ARTS AND SCIENCES

By:_____
Daniel Kelting
Title: President

Date: _____

Development Authority of the North Country

Board Resolution No. 2026-10-74
October 22, 2026

TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF MALONE
WATER & WASTEWATER SYSTEM CYBERSECURITY RISK ASSESSMENT

Whereas, pursuant to **Resolution No. 2024-10-79**, the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an agreement to provide Operations, Maintenance, and Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, the Authority has been providing various technical services, including project management, grant administration, and funding assistance in support of the Village's ongoing capital improvement projects since 2017, and

Whereas, New York State has adopted new baseline cybersecurity regulations for municipal water and wastewater systems, and

Whereas, the Village received $50,000 in grant funding through the NYS Environmental Facilities Corporation (EFC) SECURE grant program to complete a cybersecurity risk assessment, and

Whereas, the Village has determined that the Authority is qualified and equipped to provide technical assistance and complete the cybersecurity risk assessment, including data acquisition, plan development, and reporting of findings, and

Whereas the total cost of services to be provided by the Authority to assess cybersecurity risks to the Village's water and wastewater cybersecurity systems shall not exceed $44,000.

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: T. Hefferon
Seconded by: M. Murray

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-74 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
ENGINEERING TECHNICAL SERVICES AGREEMENT FOR
WATER AND WASTEWATER SYSTEMS CYBERSECURITY ASSESSMENT

WITH THE

VILLAGE OF MALONE

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

VILLAGE OF MALONE, a New York municipal corporation with offices at 343 W. Main Street, Malone, New York 12953, herein after referred to as "Village",

And

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

Recitals

1. The Authority has been working with the Village of Malone since 2017 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.

2. In response to New York State newly adopting baseline cybersecurity regulations for wastewater and water systems, the Village is undertaking a cybersecurity assessment of its water and wastewater systems.

3. The Village has requested technical services from the Authority to assist the Village with this project. At its Board meeting held on _____, the Board approved the Authority to assist the Village with this task. **A copy of this Resolution has been attached as Exhibit A.**

4. The parties acknowledge that cybersecurity risks cannot be completely eliminated and that no cybersecurity assessment, review, recommendation, or remediation plan can guarantee the prevention, detection, or mitigation of all cybersecurity incidents, unauthorized access events, malware attacks, ransomware attacks, system failures, or other security breaches.

5. The Authority's services are based upon information made available by the Village and conditions existing at the time of the assessment. The Authority makes no warranty, express or implied, regarding the future security, operability, compliance, or performance of the Village's systems or networks.

6. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

Scope of Services

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

    a. Research and Data Acquisition

        The Authority will review existing equipment inventories and visit the Village's facilities to prepare a single comprehensive inventory of all water and wastewater equipment including Operational Technology (OT), equipment utilized to operate the Village's water and wastewater systems, and Information Technology (IT), equipment utilized for day-to-day administration. The assessment will evaluate all items connected to the network, score their risk probability, and outcomes if compromised.

        This phase will also document all users who have access to the systems, including third-party vendors, and review passwords and multi-factor authentication for security. The Authority will review the existing emergency response plan (ERP) for the facilities for compliance with new regulations.

        During this phase, the Authority will coordinate the procurement of and oversight of a third-party cybersecurity vendor to be directly contracted to the Village to perform penetration testing on the existing system to help identify vulnerabilities. The results of this penetration test will be added to the overall facility inventory.

    b. Plan Development

        The information gathered will be utilized to develop a written OT and IT equipment inventory, their risk level, and outcome of being compromised. The inventory will identify the current network structure and older equipment not compatible with newer control schemes and provide recommendations for compensating security and controls. The final deliverable will be a written cybersecurity risk report that outlines all found vulnerabilities, list of remediations, and plan of action to implement.

        The Authority will use the information gathered to update the Village's ERP to comply with cybersecurity regulations. This update will include list of responses to various cybersecurity attacks, list of contacts, and responsibilities of all staff in a cybersecurity emergency.

The Authority will provide a written executive summary that can be provided publicly for general cybersecurity needs and recommended remediation without revealing specific vulnerabilities discovered during the previous phase.

All assessments and final reports will comply with NIST CSF 2.0 guidelines.

c. Presentation/Review

The gathered data will be incorporated into a comprehensive risk assessment report for the Village's review. The risk assessment report will be finalized based on review comments. Copies of the bound report will be provided to the Village, as well as digital format containing the asset inventory in Excel Format, the risk assessment report in Word format, and copies of any maps developed as part of the documents. The Authority will make a formal PowerPoint presentation to the Village Board.

Terms and Conditions

1. The Authority will conduct work under the sole direction of a single, primary point of contact of the Village.

2. The Village shall pay the Authority for such services at the fully burdened hourly rate for the specific job classification performing the services as indicated in Table 1 below. The Authority reserves the right to update the hourly rates annually effective April 1, i.e. the beginning of the Authority's fiscal year. The Authority will provide an updated rate table at that time; noting however, the total cost of these services shall not exceed $44,000, except as hereinafter noted. In the event that actual costs incurred are expected to exceed $44,000 due to justifiable causes outside the Authority's control, the Authority in its reasonable discretion will require an amendment to this Agreement for such additional costs and the Village shall act in good faith with the Authority to resolve any such matters. In the event the parties, acting in good faith, are unable to reach an agreement with respect to such amendment, the Authority shall not be obligated to continue to provide the services after exhaustion of the initial budget. The Village will accept such partial services as complete satisfaction by the Authority of its obligations pursuant to this agreement. The Authority shall submit monthly invoices properly itemized and supported by appropriate documentation. The Village shall make payment thereof within 30 days of receipt of each invoice.

TABLE 1 – FYE2027 HOURLY RATES

Employee Wage Rate	Standard	Overtime
Director of Engineering	$140	NA
Assistant Director of Engineering	$110	NA
EHS Engineer	$100	NA
Controls Engineer	$97	NA
OSP Supervisor	$93	NA
Project Engineer	$90	NA
GIS Supervisor	$90	NA

Employee Wage Rate	Standard	Overtime
OSP Engineer	$89	NA
GIS Analyst	$80	NA
Engineering Specialist	$80	NA
Director of Water Quality	$130	NA
Assistant Director of Water Quality	$125	NA
Water Quality Supervisor II	$105	NA
Water Quality Supervisor I	$100	NA
Water Quality Coordinator	$89	NA
Water Quality Senior Operator	$91	$111
Administrative Specialist	$73	$93
Water Quality Operator	$83	$101
Water Quality Technician	$75	$91
Maintenance Technician Assistant	$54	$71

3. The Authority will complete the work specified within six months after authorization to proceed, with an estimated completion date of March 31st, 2027; in the event the Authority in its reasonable discretion requires an extension of the completion date / the need for additional services due to justifiable causes outside its control, Village shall act in good faith with the Authority to resolve any such matters.

4. The Village shall provide the reasonable support services of its attorney, clerk and other staff as appropriate to assist in implementing the project.

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

6. LIMITATION OF LIABILITY: Notwithstanding any provision of this Agreement to the contrary, the total cumulative liability of the Authority, its officers, directors, employees, agents, and consultants to the Village for any and all claims, losses, damages, costs, expenses, or causes of action arising out of or relating to this Agreement, whether in contract, tort (including negligence), strict liability, indemnification, or otherwise, shall not exceed the total compensation actually paid to the Authority under this Agreement, which amount shall in no event exceed Forty-Four Thousand Dollars ($44,000).

   In no event shall the Authority be liable for any indirect, special, incidental, consequential, punitive, or exemplary damages, including but not limited to loss of revenue, loss of profits, loss of data, business interruption, increased operating costs, regulatory penalties, cyber incident response costs, or claims of third parties, even if advised of the possibility of such damages.

7. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to

persons or property resulting in any manner from the willful malfeasance, intentional or negligent acts or omissions, of the Village, its officers, 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, provided, however, that the Authority's total liability and indemnification obligations under this Agreement shall be subject to the Limitation of Liability provision contained herein.

8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond 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.

9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or any renewal or extension of this Agreement.

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

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

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

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

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

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

16. The Village and/or Authority may terminate this Agreement with or without cause upon thirty (30) days' prior written notice provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

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: _____

VILLAGE OF MALONE

By: _____
Andrea Dumas
Mayor

Date: _____

Development Authority of the North Country

Board Resolution No. 2026-10-75
October 22, 2026

FISCAL YEAR 2027 OPERATING BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION

Whereas, the Development Authority of the North Country (Authority) adopted an Operating Budget for FY 2027 pursuant to **Resolution No. 2026-02-09,** and

Whereas, the current budgeted amount for fuel is $324,000, and

Whereas, at the time the budget was established the cost for diesel fuel was $2.45 per gallon and the September 14, 2026 receipt price for diesel was $5.21 per gallon, and

Whereas, global fuel supply constraints are expected to contribute to continued low inventories and elevated prices in the coming months, and

Whereas, the Authority expended approximately $250,000 on fuel during the first six months of the Authority's Fiscal Year (April -September), and

Whereas, an increase of $191,000 in the fuel budget, from $324,000 to $515,000, is anticipated to support operations through the end of fiscal year 2027.

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to amend the Materials Management Division's FY 2027 Operating Budget as follows:

Materials Management *(Company 20)*	**GL Number**	**Current Budget**	**Amended Budget**	**Change**
Fuel	5708	$ 324,000	$ 515,000	$ 191,000
Total Change in Expenditures				**$ 191,000**
Impact on Change In Net Position				**$ (191,000)**

Motion by: K. Bibbins
Seconded by: M. Murray

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-75 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-10-76
October 22, 2026

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

Whereas, the Development Authority of the North Country operates the Materials Management Facility, a regional landfill, under New York State Department of Environmental Conservation Operating Permit # 6-2252-00007/00024, and

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

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

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

Whereas, pursuant to **Resolution No. 2025-10-57** the Development Authority of the North Country's Operating Permit Rules and Requirements Policy was last revised, and

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

Whereas, modifications have been made to:

- Section 3 – clarified expiration date for permits received after April 1st, clarified that two decals will be provided per truck and other minor updates;
- Section 7 - insurance requirements updated;
- Section 8.3 – updated ANSI standards for hardhats and safety glasses;
- Section 10.4 – Clarified requirements for unloading/dig out assistance;
- Section 11 – minor grammatical updates and clarified radiation monitoring alarm limits above background; and
- Section 12 – clarified requirements for unloading assistance.

Now, therefore, be it

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

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

Motion by: T. Hefferon
Seconded by: K. Bibbins

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-76 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

MATERIALS MANAGEMENT FACILITY

Solid Waste Operating Permit Rules & Requirements Policy

NYSDEC Operating Permit # 6-2252/00007/000~~06~~24

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 2~~3~~2, 202~~5~~6

Development Authority of the North Country

Subject: Solid Waste Operating Permit Rules & Requirements Policy
Adopted: October 22, 2026
Resolution: 2026-10-~~xx~~76

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

SECTION 1.0 INTRODUCTION

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

1. Any permit issued by the Authority shall be subject to the terms, conditions, rules and regulations set forth hereunder, in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.

2. The Authority reserves the right to deny a permit to any hauler, company, partnership, municipality or other entity that it deems unfit based on prior activities, information submitted in the permit application or obtained from reliable sources.

3. The Authority reserves the right to revoke any permit for failure to comply with the terms, conditions, rules and regulations set forth hereunder and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.

4. The Authority reserves the right to refuse to renew a permit in the event the permit holder has failed or is failing to comply with terms, conditions, rules and regulations set forth hereunder, and/or set forth in the Local Laws, as well as any other applicable laws, statutes, ordinances, rules, regulations and procedures.

5. Failure to comply with the terms, conditions, rules and regulations, and requirements of a permit issued hereunder and/or failure to comply with the Local Laws, shall subject any such permit holder to penalties, including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

SECTION 2.0 PERMIT TERMS AND CONDITIONS

1. This permit shall be renewed in accordance with the provisions set forth in these procedures.

2. The permit holder must comply with all applicable Federal, State, County, municipal and Authority requirements, statutes, laws ordinances, rules and regulations.

3. Permit holders shall respond to any information requests from the Authority in the method and timeframe specified therein.

4. All loads of solid waste must be covered upon arrival at the Materials Management Facility. Failure to tarp, or cover, loads arriving at the landfill may result in penalties including, but not limited to, monetary fines and revocation of permits.

5. The permit holder shall use only the routes designated in the permit application for delivery of solid waste to the Authority's Landfill. (See Section 5.0)

6. Solid waste and recyclables shall not be co-mingled at any time. (See Section 6.0)

7. The permit holder shall procure and maintain vehicle and general liability insurance throughout the term of the Permit. (See Section 7.0)

8. Only waste originating from Jefferson, Lewis, and St. Lawrence Counties shall be accepted at the facility without prior authorization from the Authority. Authorization shall be determined by the Director of Materials Management based on beneficial use, and need for the proposed waste. Beneficial use waste from outside the tri-county area shall require approval from the Executive Director.

SECTION 3.0 PERMIT PROCESS

1. Companies, haulers, municipalities or other entities must apply for and be granted a MMF Waste Disposal Permit. Permits are valid for a period of one year, from April 1st through March 31st. Permit applications received after April 1st, ~~but before March 31st,~~ will be valid only through March 31st of the following year 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 may~~will~~ send a permit renewal reminder prior to the permit expiration date, as a courtesy, if the permittee remains in good standing. In the event a reminder is not sent/received, the account holder is ~~the~~ responsible ~~party~~ to obtain, complete, and return the renewal documentation which is available on the Authority's website. The renewal application must be completed and returned along with any required fees and documentation before February 15th of the expiration year of the current permit. Failure to submit the renewal application or provide the required fees and documentation will result in the expiration of the hauler's permit. A new and complete application must then be submitted for reinstatement.

4. Upon issuance of a permit, the hauler will be given ~~an~~ two identification decals for each vehicle that has been registered on the permit application and for which the registration fee has been submitted. The decal is specific to the vehicle and shall not be affixed to any other vehicle for any reason. The decal must be affixed to the appropriate vehicle prior to entry in the landfill. The hauler must complete the vehicle registration form and remit the appropriate fee for any vehicle that the hauler wishes to add to the permit. Only vehicles registered or leased to the applicant may be added to the applicant's permit. A copy of any lease agreements must be submitted with the application. The form may also be used to update any information about existing permitted vehicles, such as license plate changes. It is mandatory that all license plate changes are reported promptly. There will be no charge for modifications of that nature.

5. Permit application must be returned with a completed W-9 form.

6. Any applications that have not been completed, and have not responded to requests for additional information, will be deemed incomplete after sixty days. Haulers with a previously incomplete application must restart the process if they wish to be permitted in the future. If the permit payment was submitted along with the application, those funds will be returned to the applicant via US Postal Service.

SECTION 4.0 ENFORCEMENT

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

SECTION 5.0 APPROVED LANDFILL ROUTES

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

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

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

SECTION 6.0 RECYCLING

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

1. Offer customers recycling services in addition to solid waste disposal.

2. Inform customers that they are strictly prohibited from disposing of recyclable materials in their solid waste.

3. Provide information to customers about what materials are collected for recycling in this region and what is prohibited from being disposed of in the trash.

4. Provide updates to customers as new recycling laws are enacted or as new items are accepted for recycling at recycling facilities.

5. Spot check customer loads for compliance with recycling.

6. Disclose to the Authority how recyclables are collected, where the collected recyclables are disposed of, and provide annual tonnages of recyclables collected on the recyclable report form that is sent to the permit holder annually at the beginning of the year for the previous year's activities.

Additionally:

1. Loads containing 20% or more recyclable material, as determined by Authority staff, shall be subject to surcharges, fines, or rejection of the load. The surcharge will be double the tipping fee, with a minimum fee of $500. Since many loads can be identified as containing excessive recyclable material before they are tipped, a load that is rejected before it is tipped will be charged a $250 surcharge.

2. Companies with repeat violations of excessive recyclables in their loads are subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit, as outlined below.
    a. At the time of permit renewal, any hauler with more than six violations in the previous 12 months, will be assessed a $1,000 surcharge for their permit renewal.
    b. Haulers receiving excessive violations may have their permit suspended. Haulers shall be provided a written warning prior to permit suspension.
    c. There will be a $1,000 surcharge to reinstate a hauler's permit that has been suspended.

3. Permits will not be issued to waste haulers that collect solid waste and construction debris but do not offer recyclables collection.

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

SECTION 7.0 INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, the Permit Holder shall defend and indemnify the Authority, all of its officers, agents, and employees from and against all liability, claims, damages or losses in any way arising out of or resulting from the transporting or dumping of waste or the operation of the permit holder's vehicles or equipment whether or not such claim, damage, loss or expense is based in whole or in part [or solely] upon any negligent act or omission of the Authority or any of its officers, employees or agents. Proof of insurance is not required when the permitted account is a "bill only" with no permitted trucks.

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.~~
   - Additional Insured: 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 endorsement shall be provided under Insurance Services Office, Inc., form CG 20 12, ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS or equivalent form. 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.
   - Waiver of Subrogation: Waiver of subrogation applies in favor of the Development Authority of the North Country and all Additional Insureds to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage). Permit Holder waives all rights against the Authority and the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waiver 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. Attached to each applicable certificate of insurance shall be a copy of the Waiver of Subrogation endorsement.

- Notice of Cancellation: The General Liability policy must be endorsed to provide 30 days prior written notice of cancellation or reduction in coverage (10 days for cancellation due to non-payment of premium) to the Development Authority of the North Country. In the event that coverage is canceled, reduced or allowed to expire, then the Authority will have the right to suspend the Permit Holder's access to the premises until such time the coverage is reinstated. The Notice of Cancellation must be evidenced on the Certificate of Liability Insurance.
- A certified copy of the insurance policy with forms and endorsements shall be provided to the Development Authority upon request.

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.
   - No liability deductibles allowed.
   - If the Work involves transportation of regulated substances, regulated wastes and/or regulated materials, and the Permit Holder's vehicles are NOT registered/insured in New York State, then the Permit Holder shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
   - Additional Insured: 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.
   - Waiver of Subrogation: Waiver of subrogation applies in favor of the Authority and all Additional Insureds to the extent damages are covered by Commercial Auto Liability. Permit Holder waives all rights against the Authority and the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waiver of subrogation shall be effective even though the Authority and 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. Attached to each applicable certificate of insurance shall be a copy of the Waiver of Subrogation endorsement.
   - Notice of Cancellation: The Auto Liability policy must be endorsed to provide 30 days prior written notice of cancellation or reduction in coverage (10 days for cancellation due to non-payment of premium) to the Development Authority of the North Country. In the event that coverage is canceled, reduced or allowed to expire, then the Authority will have the right to suspend the Permit Holder's access to the premises until such time the coverage is reinstated. The Notice of Cancellation must be evidenced on the Certificate of Liability Insurance.
   - A certified copy of the insurance policy with forms and endorsements shall be provided to the Development Authority upon request.

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.
   - No deductibles allowed.
   - The Permit Holder must obtain ONE of the following forms as proof of Workers' Compensation coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

~~On forms where a certificate holder can be indicated, the name of the Development Authority of the North Country shall be entered in this field, as the insurance carrier will notify the certificate holder if a policy is canceled.~~

- Waiver of Subrogation: Waiver of subrogation applies in favor of the Development Authority of the North Country to the extent damages are covered by Workers Compensation or Employers Liability. Permit Holder waives all rights against the Authority and the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waiver of subrogation shall be effective even though the Authority and 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. Attached to each applicable certificate of insurance shall be a copy of the Waiver of Subrogation endorsement.
- Notice of Cancellation: The Workers Compensation policy must be endorsed to provide 30 days prior written notice of cancellation or reduction in coverage (10 days for cancellation due to non-payment of premium) to the Development Authority of the North Country. In the event that coverage is canceled, reduced or allowed to expire, then the Authority will have the right to suspend the Permit Holder's access to the premises until such time the coverage is reinstated. The Notice of Cancellation must be evidenced on the Certificate of Liability Insurance.
- A certified copy of the insurance policy with forms and endorsements shall be provided to the Development Authority upon request.

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.
   - No deductibles allowed.
   - Additional Insured: 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.
   - Waiver of Subrogation: Waiver of subrogation applies in favor of the Development Authority of the North Country and all Additional Insureds to the extent damages are covered by Commercial Excess Liability/Umbrella policy. Permit Holder waives all rights against the Authority and the State of New York. The policies shall provide such waivers of subrogation by endorsement or otherwise. The waiver of subrogation shall be effective even though the Authority and 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. Attached to each applicable certificate of insurance shall be a copy of the Waiver of Subrogation endorsement.
   - Notice of Cancellation: The Commercial Excess Liability/Umbrella policy must be endorsed to provide 30 days prior written notice of cancellation or reduction in coverage (10 days for cancellation due to non-payment of premium) to the Development Authority of the North Country. In the event that coverage is canceled, reduced or allowed to expire, then the Authority will have the right to suspend the Permit Holder's access to the premises until such time the

coverage is reinstated. The Notice of Cancellation must be evidenced on the Certificate of Liability Insurance.

- A certified copy of the insurance policy with forms and endorsements shall be provided to the Development Authority upon request.
-

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

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

~~**Additional Insureds:** All policies except Workers Compensation, the 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.~~

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

~~**Waiver of Subrogation**: Waivers of subrogation applies in favor of the Authority to the extent damages are covered by Commercial General Liability (including Products & Completed Operations Coverage), Automobile Liability, Pollution 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~~waives ~~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.~~
~~**Proof of Insurance**: Certificate of Insurance shall be issued in evidence of the aforementioned coverages showing Development Authority of the North Country as Certificate Holder.~~
~~The following endorsements and/or proof of coverage **must be included** with the Certificate of Insurance:~~

- ~~Additional Insured endorsements/forms showing coverage is provided on a Primary & Non-Contributory Basis for all policies except Workers Compensation~~
- ~~Waiver of Subrogation endorsement for all policies~~
- ~~30 Days' Notice of Cancellation for all policies~~
- ~~Excess/Umbrella – Schedule of Underlying Policies and Forms~~

PERMITS WILL NOT BE GRANTED OR RENEWED UNTIL ALL DOCUMENTATION IS RECEIVED AND APPROVED

Important*

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

SECTION 8.0 MATERIALS MANAGEMENT FACILITY REQUIREMENTS

1. **Materials Management Facility Information**

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

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

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

2. **Vehicle Requirements**

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

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

3. **Safety Requirements**

- Drivers and other personnel must wear approved reflective, high visibility safety attire at all times while outside their vehicles in the active landfill area. Approved apparel is a minimum of a safety vest. All outer garments (safety vest, t-shirt, sweatshirt, jacket if the outermost layer of clothing) must meet or exceed ANSI/ISEA 107-2020, Class II standards, with no obstructions and in a condition such that the reflectivity or visibility is not compromised.
- Drivers and other personnel are required to wear an **approved** hardhat, meeting a minimum of ANSI/ISEA Z89.1-2014 (R2019), 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 includes a safety toe and puncture resistance sole or insole.
- The use of safety glasses meeting ANSI Z87.1-2020 standards while outside the vehicle in the active landfill area is required.
- All vehicles are required to have a working CB radio set on Channel 2 to enable communication with MMF operations personnel and will be required to make contact with MMF staff before proceeding up to the working face. MMF personnel monitor Channel 2. No cursing or other foul language will be tolerated on CB or MMF radios.
- Backup alarms are required and must be in working condition.
- When entering the active landfill area, drivers will stop at the point ~~where~~ indicated by signage. The driver **will not** proceed to the tipping floor until he has been notified by MMF operations personnel (on the CB radio) to do so.
- **The use of cell phones, ear buds, company radios or any other non-authorized audio equipment while operating any motor vehicle is prohibited on Authority property**. CB use is permitted in the active landfill area for communication with operators ***only when the vehicle is not moving***.
- **No smoking** is allowed in the active landfill area or within 25 feet of any building at any time.
- Drivers must remain with their vehicle while at the MMF. No person under the age of 16 is permitted outside the vehicle.
- Spacing between vehicles while dumping is a minimum of 15 feet on either side. Dump trailers should have a minimum of 25 feet on each side of the truck.
- Drivers should not stand near the rear of the vehicle while unloading. Unless required to operate vehicle unloading controls, drivers should remain in their vehicle at all times at the working face. If necessary to exit the vehicle, drivers should make eye contact with landfill equipment operators or any other vehicle operator and wait for direction before approaching.
- The Authority reserves the right to detain any waste hauling vehicle and its driver on site for any reason deemed appropriate until the matter that warranted the detention is resolved.

4. **Stormwater Pollution Prevention**

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

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

SECTION 9.0 MATERIALS MANAGEMENT FACILITY SITE RULES AND REGULATIONS

1. The landfill site speed limit is 15 mph. The access road to the landfill site speed limit is 30 mph. Drivers exceeding the posted speed limit will be issued a verbal warning for the first offense. For additional offenses, the driver's company may be notified and/or the driver may be barred from the facility.

2. The speed limit while entering and exiting the scale is 5 mph.

3. 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.

4. No turnbuckles are to be undone prior to entering the staging area at the working face.

5. The scale operator will direct traffic flow via a traffic light.

6. When requested, the hauler will supply the scale operator with all the required information about the load that is to be disposed of. This includes the material type, the county from which the waste is coming, and any other information that the scale operator requests. Our automated system currently allows driver to enter this information at the kiosk before entering the active landfill. Tipping fees will be billed to the hauling firm unless alternate arrangements have been approved. Drivers unable to supply the required information about their load will not be allowed to dump until the information can be obtained.

7. All manifests, bills of lading or other written documents about the load will be presented to the scale operator during the inbound process before the driver leaves the scale.

8. Any hauler willfully misrepresenting required information about their load or attempting to deliver other than acceptable waste as defined herein by the MMF, may be subject to penalties including, but not limited to, monetary penalties and/or revocation of the permit holder's permit.

9. All loads are subject to inspection by MMF personnel. If directed, the hauler shall discharge his load in a designated area for verification purposes.

10. The MMF reserves the right to reject any load containing unacceptable or unauthorized waste, including recyclables. Additionally, MMF personnel may hold the driver, the vehicle and its contents until representatives of the N.Y.S. Department of Environmental Conservation, or other regulatory agency, has inspected the material. The MMF may also take any corrective action it deems appropriate, but not limited to, excavating, loading, transporting and disposing the unacceptable waste at proper facilities, all at the cost to the hauler. The hauler agrees to assist the MMF or other legally constituted enforcement agency in efforts to identify the origin of the unacceptable waste.

11. Prohibited materials found within the load may be returned to the hauler.

12. Scavenging of dumped waste will not be permitted at any time.

13. It is the driver's responsibility to be sure that their vehicle is on firm, level ground before dumping.

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

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

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

16. 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, 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~~All permit holders must first complete the Unloading Assistance/Dig Out Authorization ~~Form (included in this document~~which is part of the permit application). ~~(See Section 12. Unloading Assistance/Dig Out Policy included in this document for additional information.) The driver will be required to request the assistance. 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.~~See Section 12 details the unloading assistance/dig out process.

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.

C&D requirements:

- Concrete C&D should be no longer than 2' x 2' with no protruding rebar.
- Structural steel will only be accepted if ~~here~~there are no recycling options but must not exceed 8' lengths.
- Metal/PVC piping, dimensional wood, ties and poles should not exceed 8' lengths.
- Ties, poles, and any materials with contamination require analysis and completion of the Authority Special Waste Screening Profile Form located on our website.

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- including leaves, grass clippings, branches, limbs, tree stumps, or other landscaping materials or wastes
- Waste Tires (whole or shredded) - except solid rubber tires (non-pneumatic)
- Infectious waste and untreated regulated medical waste
- Lead acid batteries (including motor vehicle batteries)
- Source-separated rechargeable batteries
- White goods (refrigerators, stoves, air conditioners, etc.)
- Source-separated mercury containing products
- Mercury-added consumer products as defined in ECL section 27-2101 or mercury added thermostats as defined in ECL section 27-2901
- Source-separated household hazardous waste
- Any other source separated items that are subject to legislatively enacted product stewardship programs in New York State
- Low level radioactive waste, processed and concentrated naturally occurring radioactive material (NORM) waste.
- Source-separated electronic waste (computers, monitors, TV, computer peripherals, etc.)
- Source-separated recyclable materials (as noted on the list of acceptable recyclables (see www.NorthCountryRecycles.org)
- Waste from Designated Food Scrap Generators as defined by the New York State Food Scraps Recycling Law

3. **Radiation Detection**

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

The radiation monitoring system continuously measures background levels, and is activated when a vehicle passes through the system. The system issues a radiation alarm if the reading from a vehicle is ~~45~~ times the background level or more, and a speed alarm if the vehicle was moving faster than 5 mph. ~~If radiation is detected at a level greater than five times the background radiation level the system will alarm.~~ At this point the driver will be notified by customer service that their vehicle has triggered a radiation alarm and will receive further instructions. It may be necessary for the load to pass through the sensor array three times before proceeding to the next step.

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

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

4. **Special Waste**

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

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

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

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

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

SECTION 12.0 UNLOADING ASSISTANCE/ DIG OUT POLICY

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

1. The permit holder must have a signed *Unloading Assistance/Dig Out Authorization* form on file with the Authority.

2. The driver must request the assistance after exhausting all reasonable efforts to self-unload.

3. The permit holder assumes full liability for any damage to the vehicle or any of its parts during the dig out assistance that is not due to gross negligence on the part of Authority staff performing the dig out.

4. Dig out will only be performed from the rear of the vehicle and any waste not removed from this procedure will be the responsibility of the hauler.

5. The driver will remain in the vehicle during the dig out process.

6. The dig out assistance will be performed in accordance with the working face traffic. Managing traffic flow and tipping floor conditions takes precedence over digging out loads.

7. Dig out assistance is not a substitute for vehicles that are in disrepair and cannot self-unload. Any hauler vehicle for which repeated requests are made for unloading assistance due to a mechanical problem may be denied until the vehicle is repaired and in good working order.

8. There may ~~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, along with ~~our~~ gate rates and other surcharges. The charge for the assistance will be assessed on the scale ticket for the associated transaction. https://www.danc.org/departments/materialsmanagement/LandfillFees

9. There will be no charge for dig out assistance for frozen loads on days that Authority staff declares a weather day, for which one can reasonably expect incoming loads to be frozen.

10. The Development Authority of the North Country reserves the right to refuse unloading/dig out assistance at its discretion.

PERMIT APPLICATION

Application Fee $300.00

Official Use Only
Permit Number_____
Rec'd Date: _____Completed Date:_____
Check No._____
Total Fee:_____

Development Authority
of the North Country
Materials Management Facility

Waste Disposal Permit Application

Part 1: Applicant Information:

(Please type or print legibly)

Permit Type: _____Bill Only – No Trucks _____Pre-Paid Hauler _____Hauler with Credit

Business Name: _____

Business Address: _____

_____

County: _____

Telephone Number: _____Fax Number: _____

Contact Person: _____ Email Address: _____

Does applicant have a current NYS DEC Part 364 Permit, which is used for hauling regulated material? _____Yes _____No

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

Part 2: Organizational Profile

Legal Name of Company: _____

Taxpayer ID Number: _____

Type of Business: _____Corporation _____Partnership _____Proprietorship

_____LLC _____Municipality _____Other (please specify)_____

Billing statement/invoice email address(es):

_____

Scale Ticket email address (if desired):

_____

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

Is a PO required on tickets for payment? ☐ Yes ☐ No

Contact Email for Materials Management Correspondence:

_____

Additional Telephone Contacts:

Name	Phone Number	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Part 3: Waste Identification

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

_____Municipal Solid Waste (MSW)

_____ Bulk Asbestos*

_____Industrial Waste*

_____Construction/Demolition Debris (C&D)

_____Municipal / Industrial Sludge*

_____Contaminated Soil*

_____Asbestos*

_____Other (specify): _____

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

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

_____source separated

_____dual stream

_____single stream

_____other (specify)

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

_____

_____

The Authority is unable to accept recyclables unless contaminated or with prior approval. Please list facility where collected recyclables are taken to be disposed of (please list specific site locations):

_____

_____

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

____Jefferson _____Lewis _____St. Lawrence

____Other-Requires Pre-Authorization (please Specify) _____

Hauling Company Name (answer required for bill only accounts):

_____

Part 4: Industrial Waste Identifications (if applicable)

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

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

Generator Name:_____

Description of Waste:_____

Generator Name:_____

Description of Waste:_____

Generator Name:_____

Description of Waste:_____

Generator Name:_____

Description of Waste:_____

Generator Name:_____

Description of Waste:_____

Generator Name:_____

Description of Waste:_____

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

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

Hauling Company Name: _____

*Required for all accounts that will be for billing only.

Part 5: Vehicle Information ---$35.00 charge for each newly registered power unit.

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

☐ Check this box if no vehicles will be added to the permit

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

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

Part 6: Driver Information

Please list all drivers that are currently hauling material for you. Each driver is issued a 4-digit pin unique to them. You are welcome to select the pins, however some of them may already be in use. If the pin is in use a different one will be issued.

☐ Check this box if no drivers will be added to the permit

	Driver Pin	Driver Name	Remove Driver renewals only
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Part 7: UNLOADING ASSISTANCE/ DIG OUT AUTHORIZATION

~~Please report your intentions to authorize unloading assistance/dig outs when requested by the drivers of your company vehicles. If unloading assistance is NOT specifically declined, the account will automatically authorized~~authorize ~~dig out services~~Unloading assistance and dig out authorization must be specifically authorized. The Authority will not provide this service unless there is a signed authorization from the permit holder.

~~☐ Unloading assistance declined~~

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

Authorized Signature	Date
Printed Name	Title

Part 8: Application Fees

Renewal Fee without recycling violations	$ 0.00
Renewal with recycling violations surcharge ($1,000) (See Section 6 of Policy)	$_____
New/Reopen Permit Fee (includes credit application processing): *initial* ***$ 300.00***	$_____
New Vehicle Registration Fee: Number of Vehicles _____at $35.00 per vehicle (Vehicles previously registered no charge unless new decals and/or RFID are issued)	$ _____
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. Documents with zero fees due may be returned via USPS mail or returned electronically via mmfservices@danc.org.

Incomplete applications will not be processed. All required documents and fees must be submitted with the application.

Part 9: 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~~prosecution 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.

Part 10: Applicant Checklist :

☐ Application Completed
- Truck list complete
- Registration copies provided
- Unloading assistance completed
- Drivers listed

☐ Commercial General Liability
☐ Automobile Liability
☐ Commercial Umbrella Policy
☐ Workers Compensation Certificate
☐ Disability Certificate
☐ NYS DEC Part 364 Permit (if applicable)
☐ Payment
☐ Credit application (if applicable)

Part 11: Certificate of Insurance Checklist

DANC MMF PERMIT HOLDER: _____

Permit will not be approved for renewal or issued until the minimum insurance requirements are met.

PLEASE SEND THIS DOCUMENT TO YOUR INSURANCE AGENT.

General Liability:

1. ____ Bodily Injury & Property Damage $1,000,000 per occurrence
2. ____ General aggregate $2,000,000
3. ____ Additional Insured Endorsement(s) - **Forms must be attached**
4. ____ **Additional Insured is Primary & Non-Contributory – Form must be attached**
5. ____ Waiver of Subrogation – **Form must be attached**
6. ____ Copy of GL policy forms and Endorsements are required

Commercial Auto:

1. ____ Combined Single Limit $1,000,000
2. ____ Hired and Non-Owned Auto Liability $1,000,000
3. ____ Additional Insured – **Form must be attached**
4. ____ **Additional Insured is Primary & Non-Contributory – Form must be attached**
5. ____ Autos **NOT** registered or insured in NY state must have CA9948 Endorsement or provided Transportation Pollution coverage – Pollution Declaration Page and Schedule of Forms & Endorsement must ~~by~~ be attached.
6. ____ Waiver of Subrogation Form must be attached

Commercial Umbrella:

1. ____ Limit $1,000,000 per occurrence
2. ____ Provide Scheduled Underlying coverage verifying General Liability, Auto Liability & Workers Compensation/Employers Liability
3. ____ Additional Insured~~r~~ Endorsement(s) – **Form must be attached ***
4. ____ **Additional Insured Primary & Non-Contributory form must be attached***
5. ____ Waiver of subrogation – **Form must be attached ***

"This policy is subject to the same representations and warranties as are contained in the application for any controlling underlying insurance, and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable controlling underlying insurance, unless otherwise directed by this insurance." This is NOT a follow form Excess/Umbrella Policy that mirrors the Underlying.

* "Follow Form" language is not sufficient evidence of coverage in lieu of endorsements. Provide evidence of Additional Insured Primary Non-Contributory and Waiver of Subrogation with in the forms or endorsements will be required. Please direct us to the evidence of coverage by highlighting where coverage is provided in the policy form.

Workers Compensation:

1. ____ Proof of coverage: Form C-105.2, Form U-26.3, Form SI-12 or form GSI-105.2
2. ____ Exemption Form CE-200
3. ____ Waiver of Subrogation Form must be attached

NY State Disability & Paid Family Leave:

1. ____ Proof of Coverage Form DB-120.1, Form DB-155
2. ____ Exemption Form CE-200

Development Authority of the North Country

Board Resolution No. 2026-10-77
October 22, 2026

OPERATION, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT
VILLAGE OF MALONE
WATER AND WASTEWATER TREATMENT FACILITIES

Whereas, pursuant to **Resolution No. 2017-08-89,** the Development Authority of the North Country (Authority) entered into an agreement with the Village of Malone (Village) dated January 3, 2018, to provide Water Quality Management Services for the Village's Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2020-02-08,** the Authority expanded its services, under Amendment No. 1, to include Operator of Record and Management Services for the Village's Water Treatment Facility, and

Whereas, pursuant to **Resolution No. 2021-12-131**, the Authority and the Village of Malone entered into a new five-year agreement to provide Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2023-10-82, t**he Authority expanded its services, under Amendment No. 1, to provide Management Services for the Village's Water and Sewer department, which includes overseeing Village personnel that perform operation and maintenance tasks associated with the Village's water transmission/distribution and sewer collection systems, and

Whereas, pursuant to **Resolution No. 2024-10-79,** the Authority entered into a new five-year agreement, dated November 19, 2024, that expanded services to include operation of treatment facilities with Authority provided staff, in addition to the previously agreed upon Management Services, and

Whereas, Section 202.1, of the November 19, 2024 Agreement established a minimum staffing requirement of four Village employees within the Water and Sewer Department, and

Whereas, since 2024, the Village has been unable to meet the minimum staffing levels and the Authority has continued to work with the Village to explore options to address its staffing challenges, and

Whereas, inadequate staffing places an undue burden on Authority personnel and requires the allocation of resources beyond the scope contemplated under the Agreement, and

Whereas, the Authority notified the Village that effective November 1, 2026, it would discontinue providing management oversight of the Village's Water and Sewer department if the required minimum qualified staffing levels are not met, and a credit would be provided to the Village for these services, and

Whereas, the Authority has provided the Village with a revised contract to reflect the reduction in scope of work to remove Management Services for the Village's Water and Sewer department.

Now, therefore, be it

RESOLVED, that the Executive Director is hereby authorized and directed to negotiate and execute an amended Operation, Maintenance and Management Services Agreement with the Village of Malone reflecting a reduced scope of services that removes Management Services for the Village's Water and Sewer department, together with such additional terms and conditions as may be necessary and appropriate and approved by legal counsel.

Motion by: T. Hefferon
Seconded by: M. Murray

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
* - indicates voting member attending using audio only, unable to vote.

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. 2026-10-77 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-10-78
October 22, 2026

COMMUNITY DEVELOPMENT LOAN FUND
TUG HILL ARTISAN ROASTERS LLC
LOAN EXTENSION

Whereas, **Resolution No. 2023-09-75** authorized a loan of up to $200,000 from the Community Development Loan Fund to Tug Hill Artisan Roasters LLC to bridge New York State grant funding for improvements to its building located at 7514 S. State Street, Lowville, Lewis County, and

Whereas, **Resolution No. 2025-10-62** authorized a permanent loan of $130,000 for project cost overruns associated with the improvements made to the property not covered by the grant funds, and

Whereas, **Resolution No. 2026-02-18** extended the term of the construction loan to October 1, 2026, and

Whereas, Tug Hill Artisan Roasters has completed their project and received their reimbursement from New York State in September to pay down the loan, and

Whereas, staff is working with legal counsel to complete the loan documents necessary to convert to permanent financing, and

Whereas, Tug Hill Artisan Roasters LLC has formally requested an extension of the loan maturity for an additional three months, and

Whereas, all terms and conditions of the original loan will remain unchanged.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby extend the term of the Tug Hill Artisan Roasters LLC Community Development Loan Fund loan for an additional 3 months to mature January 1, 2027 subject to the attached Term Sheet.

Motion by: E. Virkler
Seconded by: T. Hefferon

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-78 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower:	Tug Hill Artisan Roasters LLC
Loan Fund:	Community Development Loan Fund
Loan Amount:	up to $200,000.00
Term:	24 months, or upon receipt of the final grant funds, whichever occurs first *(Matures January 1, 2027 with this Loan Extension)*
Rate:	5.25%, construction interest-only
Payment:	Monthly interest-only
Collateral:	Assignment of grant proceeds

Development Authority of the North Country

Board Resolution No. 2026-10-79
October 22, 2026

NORTH COUNTRY HOUSING CAPITAL REVOLVING LOAN FUND HOMESTEAD DEVELOPMENT CORP. SEQRA DETERMINATION & LOAN RATIFICATION

Whereas, **Resolution No. 2025-12-76** established the North Country Housing Capital Revolving Loan Fund, and

Whereas, **Resolution No. 2026-05-46** established the Regional Loan Review Committee with 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, 2026 to review an application from Homestead Development Corp. requesting $250,000.00 from the North Country Housing Capital Revolving Loan Fund in order to develop 22 units of workforce housing in the village of Lake Placid, town of North Elba (Essex County), and

Whereas, the Regional Loan Review Committee determined that the housing to be constructed by Homestead Development Corp meets the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approves an exception to the policy for a 0.5% processing fee as the applicant is a not-for-profit entity, and

Whereas, the Regional Loan Review Committee approved a loan commitment of $250,000 from the North Country Housing Capital Revolving Loan Fund for the first 20 units at the terms and conditions set forth in the attached Term Sheet.

Now, therefore be it

RESOLVED, Development Authority of the North Country considers this project a Type II Action under Section 617.5(c)(11) of the State Environmental Quality Review (SEQRA) and requires no further action, and further be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of $250,000 from the North Country Housing Capital Revolving Loan Fund to Homestead Development Corp., subject to the terms and conditions outlined on the attached Term Sheet, and authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and further be it

RESOLVED, Development Authority of the North Country does hereby delegate to the Regional Loan Review Committee the ability to release partial mortgages associated with the sale of units, and authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary for the partial release of mortgages.

Motion by: K. Bibbins
Seconded by: M. Murray

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-79 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower:	Homestead Development Corp.
Loan Fund:	North Country Housing Capital Revolving Loan Fund [Empire State Development Funds]
Amount:	$250,000.00, construction loan
Loan Term:	48 months, or upon receipt of funds from the sale of the final home, whichever occurs first.
Loan Rate:	½ Wall Street Journal Prime plus 1 set at the loan closing.
Loan Payment:	interest-only monthly; 5% payment toward principal on the sale of each unit.
Collateral:	Second mortgage on parcel #42.10-1-2.000 and #42.32-3-11.1.
Conditions:	• Bank construction financing of $1,500,000 • Adirondack Foundation financing of $300,000 • Uihlein Foundation financing of $300,000 • All required permits and approvals • 0.5% processing fee paid on $250,000 loan, due at loan closing (program exception) • Disbursed as construction loan • Financing first 20 units only

NORTH COUNTRY HOUSING CAPITAL LOAN FUND

BORROWER:	Homestead Development Corp.
BORROWER ADDRESS:	70 Trillium Way, Lake Placid, NY 12946
PROJECT LOCATIONS:	parcel #42.10-1-2.000 and 42.32-3-11.1 (off of Algonquin Drive and Saranac Ave, Lake Placid, town of North Elba)
OWNERSHIP:	Not-for-Profit
OFFICERS/DIRECTORS:	Steve Sama-President Whit Bissell-Vice President James Rogers-Secretary John Huttlinger-Treasurer Tim Seymour-Board member Maja Giambalvo-Board member Emily Kilburn Politi-Board member
AMOUNT:	$250,000 – construction loan
TERM:	Construction loan of up to 48 months, or upon sale of the final home, whichever occurs first
RATE:	½ Wall Street Journal Prime plus 1 fixed at loan closing
PAYMENTS:	Monthly interest payments, repay 5% with the sale of each unit
COLLATERAL:	Second mortgage on land behind senior lender
USE OF FUNDS:	Construction financing to build 20 new for-sale workforce housing units

SOURCES OF FUNDS		**USES OF FUNDS**	
Sale Price ($250,240 av. X 22)	$5,505,274.00	Construction	$4,814,524.00
		Project Management	$ 210,000.00
		Soft Costs	$ 177,000.00
		Interest Expense	$ 303,750.00
Total Sources	$5,505,274.00	Total Uses	$5,505,274.00

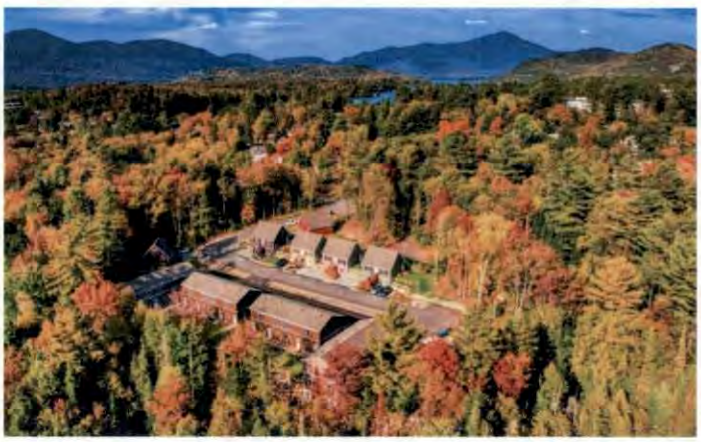
Construction financing:
DANC Loan: revolving line of credit
Adirondack Community Foundation-$300,000 loan-unsecured
Uihlein Foundation-$300,000 loan-unsecured
Champlain National Bank -$1,500,000-3 years at prime plus 1-line of credit secured

PROJECT:
Homestead Development Corp was founded in 2020 as a not-for-profit corporation. HDC builds workforce housing in the Adirondacks, primarily in Lake Placid. The organization is seeking a

revolving line of credit of $250,000 as it constructs approximately 22 units of for-sale workforce housing in Lake Placid. The fund can only assist the first 20 units of housing per the program criteria. The project is known as Fox Hill.

About Homestead Development Corp.

The mission of Homestead Development Corp (HDC) is to provide attainable and sustainable housing for essential workers and those who have served the community. Through its shared-equity model of homeownership, the organization ensures that this mission benefits both current and future buyers, preserving housing affordability for generations to come. The not-for-profit was created in response to the 2019 Housing Needs Assessment conducted for the Town of North Elba and the Village of Lake Placid. It became evident to stakeholders that local workers and retirees were increasingly unable to afford housing in the community. The rising cost of homes has left local residents without affordable options. This is in fact, an issue we are seeing across the North Country, and is the reason why the North Country Housing Capital Loan Fund was established.



From its website, Homestead Development Corporation was established to address the need for workforce housing. Its most recent project, Fawn Valley, exemplifies its commitment to creating homeownership opportunities. Located off West Valley Road on Pioneer Lane, this development includes six single-family homes and sixteen two-bedroom townhomes, designed for families earning up to 200% of the Area Median Income (AMI). Buyers of these homes include: teachers, nurses, state employees, and retired members of the community.

Homestead Development notes the many benefits of the Fawn Valley Development which include:

- Helping to make affordable housing available for those who provide essential services to the community.
- Attracting families who desire to become residents and part of the community – engaging in activities and the educational system.
- Supporting socioeconomic, trade and professional diversity of the middle class in Lake Placid, contributing to community sustainability.
- Providing additional property tax revenues to the Town of North Elba/Village of Lake Placid.
- Providing ownership possibilities to those who have been prevented from buying a home in the Community due to the high cost of homes.

- Providing well-paying jobs during construction as well as engage local professionals in its development and sales of properties.

The following highlights the types of homes built at Fawn Valley.



The single-family home is a 780 square foot, Simples Homes modular construction, Cape Cod model. The 780 sf does not include the unfinished upstairs space. The first floor offers two bedrooms and a full bath. Kitchen includes appliances including, fridge, dishwasher, electric range, and washer/dryer pair. The second level is unfinished with three electrical circuits and plumbing for another bathroom roughed in under the subfloor. It includes insulated partitions around the stairwell. Housing 1 and 6 have insulated walls with a 42" crawl space, while houses 2-5 have full walk-out basements.



The townhomes are two-bedroom, one and a half bath units with appliances. The townhomes are Simplex Homes modular construction. They are of similar square footage as the Cape Cod homes with the exception that they all have a full unfinished basement with washer/dryer hookup.

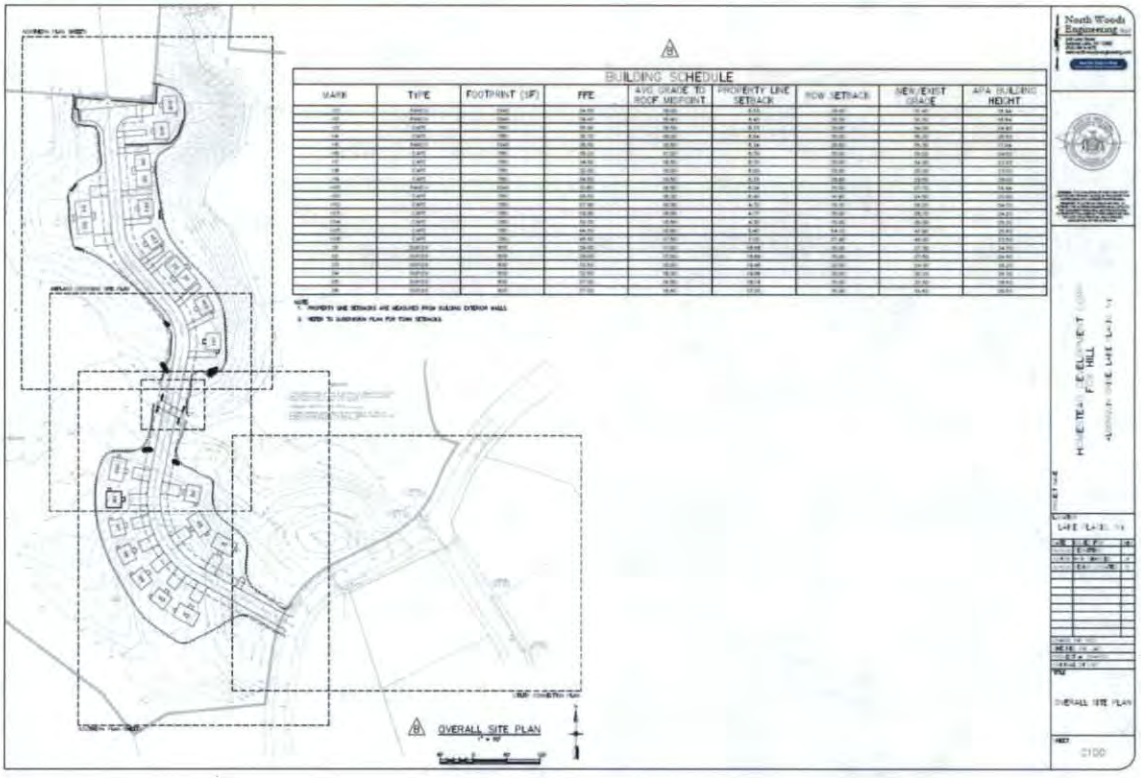
Fox Hill

The Fox Hill development is located off of Algonquin Drive in Lake Placid. The parcel is 30.89 acres with 12.76 acres identified as wetlands. The development itself will occupy 3.9 acres. The lots will be small. The current assessed value is $288,100. Below is the site plan for Fox Hill.

Homestead is proposing to construct 16 single-family homes and 3 two-family buildings (6 units) for a total of 22 owner-occupied homes. The North Country Housing Capital Program allows for up to 20 units to be constructed. Therefore, these funds, if approved, will go toward the first 20 units constructed. Homes will utilize efficient modular construction, like Fawn Valley with the exception of several ranches instead of cape cods, and will be served by public water, sewer, and municipal electric. Homes are subject to affordability and resale restrictions to preserve long-term affordability.

The developer expects to complete the project in two phases. Phase one will include the infrastructure to complete 10 homes of which 4 have been ordered. Once those are sold, the next 6 will be ordered. Phase two would then be started upon completion of those 6 units. The goal is to

have all 22 units completed within 36 months. To allow for all homes to sell, staff suggests that the term of the loan be for 48 months. They have a current waiting list with 22 individuals who have incomes below 200% AMI. HDC only confirms that they income qualify, they do not vet them for credit worthiness.



There will be no homeowners' association. Each person will own their own home. Through the use of deed restrictions and eligibility requirements, Fox Hill buyers have to earn below 200% of AMI, it has to be their primary residence, they cannot rent it short or long-term, and when they are ready to sell, the price is restricted through a resale formula (shared equity model). The 200% AMI for Essex County is around $188,400 for a 4-person household in 2026. The proposed model meets the criteria of the North Country Housing Capital Program.

A detailed development budget was provided in the application. The units are sold at cost. HDC has received several grants from Essex County totaling $450,000 in support of this development, and which helps to offset development costs. The funds come from occupancy tax funds that the county collects, and then through a competitive process, has awarded to HDC. HDC also pursues other grant resources to offset development costs.

MANAGEMENT: Homestead Development Corp was formed in NYS in April 2020. The HDC will oversee development and implementation of the project, working with its engineering, construction, lending, and municipal partners. The required Town of North Elba and Adirondack Park Agency approvals have been received. Construction will proceed in phases beginning with infrastructure and the first group of homes.

Steve Sama also owns Steve Sama Construction, Inc. which completes the much of the finish work on the homes.

FINANCIALS:

Homestead Development Corp.

	2023	2024	2025	1/1-8/31/26
Revenue	930,076	3,094,710	818,675	107,255
Expenses	770,077	3,765,766	1,042,621	59,926
Other Income/(Expense)	0	0	0	(7,321)
Total Income	159,999	(671,056)	(223,946)	40,008

- 2023 and 2024 figures are from the 2024 IRS form 990. An extension was filed for the 2025 tax returns, so internally prepared statements were provided for 2025, as well as for 2026.
- Primary revenue in 2024 was from the sale of homes, $2,375,000, while $717,526 was from other contributions, gifts, grants, and similar amounts. Primary expenses in 2024 were the cost of construction, $3,556,392, and interest $140,684.
- Primary revenue in 2025 is from the sale of homes, $760,000, and donations, $47,758. Primary expenses are the cost of the homes, $985,803.
- 2026 revenue is down as HDC is between projects. The homes that were completed in 2024 and 2025 were sold in 2025. All of the income, with the exception of $3,734 from dividends, came from grants and donations. The primary expenses were professional fees, $33,800, and insurance, $21,433. There was no construction related costs, other than surveying, in 2026 through August.
- Cashflow-for cashflow purposes, the interest payments are factored into the development budget and will be paid from loans until homes are sold, and the cash is recovered from the sale price.

Balance Sheet

	2024	2025	8/31/26
Current Assets	57,659	211,101	245,231
Fixed Assets	0	0	0
Other Assets	953,189	21,328	21,328
Total Assets	1,010,818	232,429	273,460
Current Liabilities	38,066	0	0
Long Term Liabilities	61,000	61,699	61,699
Other Liabilities	529,170	0	0
Total Liabilities	628,236	61,699	61,699
Equity	382,582	170,730	211,760
Total Liabilities and Equity	1,010,818	232,429	273,460

- In 2024, current assets were cash of $50,862, and accounts receivable of $6,767. Other assets are construction work in progress of $953,189. Other liabilities included: accrued interest of $25,170, and loans payable to Champlain National Bank, $329,000, Adirondack Foundation, $100,000, and the Village of Lake Placid, $75,000.
- In 2025, current assets were in cash and investments, with $29,863 in accounts receivable. The other assets were $21,328 for work in progress. The long-term liabilities are a $50,000 loan payable for private land, and $11,699 in accrued interest. Equity decreased due to the net loss of $223,945. These statements were internally prepared and not adjusted by the accountant for tax purposes.
- Through August, current assets are in cash and investments, with $6,901 in accounts receivable. Other assets are the work in progress of $21,328. The long-term liabilities carry-over the $50,000 loan payable for private land and the $11,699 in accrued interest. Equity increased due to the net income of $40,008. The HDC currently has no outstanding loans to lenders. These statements were internally prepared and not adjusted by the accountant for tax purposes.
- Grants from outside sources like foundations and the County subsidize the development of the housing in order to sell them at the current price points.

CREDIT ANALYSIS:

Homestead Development Corp has a Logic Score of 85 which is a low-risk score, with an average business failure assessment. The days beyond terms are 5 or fewer. It has no derogatory public records, collection accounts, or pending lawsuits.

COLLATERAL ANALYSIS:

- Second mortgage on parcel #42.10-1-2.000 and #42.32-3-11.1.

	Market Value	Discount
Parcel #42.10-1-2.000	$288,100	
Discounted @ 70%		$201,670
Parcel #42.32-3-11.1	$8,600	
Discounted @ 70%		$6,020
Champlain National Bank	$1,500,000	$1,500,000
Collateral Available	($1,203,300)	($1,292,310)
DANC	$250,000	$250,000
LTV	(.21)	(.19)

Market value from the County's tax records. Parcels were appraised in September 2026 with a market value of $770,000.

CONDITIONS:

- Bank construction financing of $1,500,000.
- Adirondack Foundation financing of $300,000.
- Uihlein Foundation financing of $300,000.
- 0.5% processing fee paid on $250,000 loan due at loan closing. (exception to policy)
- All required permits and approvals
- Delegate ability to partially discharge mortgages on parcels sold to regional loan review committee.
- First 20 units only

STAFF RECOMMENDATION:

Staff recommends a construction loan of up to $250,000 at ½ Wall Street Journal Prime plus 1 for up to 48 months.

Development Authority of the North Country

Board Resolution No. 2026-10-80
October 22, 2026

NORTH COUNTRY VALUE ADDED AGRICULTURE REVOLVING LOAN FUND ST LAWRENCE SUDS, LLC LOAN MODIFICATION

Whereas, **Resolution No. 2024-12-86** authorized a loan of up to $250,000 in financing from the North Country Value Added Agriculture Revolving Loan Fund to St Lawrence Suds LLC to construct a brewery/restaurant in Canton, St. Lawrence County, and

Whereas, St Lawrence Suds was awarded a RESTORE NY grant of $610,000 to demolish the former building and construct the new facility, and

Whereas, St Lawrence Suds borrowed funds from the North Country Economic Development Fund, North Country Alliance, and St. Lawrence County IDA LDC to bridge the RESTORE NY grant, and

Whereas, St Lawrence Suds LLC has completed the project and must submit paperwork to New York State for reimbursement of the RESTORE NY grant in order to pay down the bridge loans, and

Whereas, the additional interest-only payments on the bridge loans are affecting cash flow, and

Whereas, the North Country Value Added Agriculture Revolving Loan Fund loan provided interest-only payments during construction and then converted to permanent financing with regular principal and interest payments, and

Whereas, St Lawrence Suds LLC has requested four additional monthly interest-only payments starting on October 1, 2026, and ending January 1, 2027, with monthly principal and interest payments commencing February 1, 2027, and

Whereas, except as expressly modified herein, all other terms and conditions of the loan will remain the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the loan modification of the North Country Value Added Agriculture Revolving Loan Fund loan to St Lawrence Suds LLC to permit interest-only payments from October 1, 2026 through January 1, 2027, with monthly principal and interest payments commencing February 1, 2027, subject to the attached Term Sheet, and be it further

RESOLVED, that the Executive Director or Chief Financial Officer are authorized to execute all documents necessary to implement the modification.

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

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-80 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower:	St Lawrence Suds LLC
Loan Fund:	North Country Value Added Agriculture Revolving Loan Fund [Empire State Development Funds]
Loan Amount:	$250,000.00
Term:	Construction financing, permanent loan for 180 months
Rate:	½ Wall Street Journal Prime set at closing with a floor of 3% [closed at 3.75%]
Payment:	Monthly Interest-only payments during construction; upon conversion to permanent financing, 4 months of interest only payments, and then monthly principal and interest payments of $1818.06 with a balloon payment at the end of the loan.
Collateral:	Co-proportional second mortgage and assignment of rents and leases with public lenders on real estate; lien on all business assets.
Conditions:	- Satisfactory proof of owner cash equity contribution of $280,000 - Shareholder debt of $165,000 subordinated to the public loans. - NBT/Pursuit financing commitment of $820,250 - NCEDF loan commitment of $300,000 - St. Lawrence County IDA LDC construction loan commitment of $250,000, to be paid down to a permanent loan of $112,500 - NCA Construction loan commitment of $225,000 to be paid down to a permanent loan of $112,500 - Personal guaranties of David Warner, Joseph Erlichman, David Murphy, Gary Hammond, Bent Beam Brewing LLC

Development Authority of the North Country

Board Resolution No. 2026-10-81
October 22, 2026

REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY REVOLVING LOAN FUND
STONEFENCE LODGING, INC.
SEQRA DETERMINATION & LOAN RATIFICATION

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 8, 2026 to review an application from Stonefence Lodging, Inc requesting $200,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements to its facility located at 7191 State Highway 37, Ogdensburg (St. Lawrence County), and

Whereas, the Regional Loan Committee determined that the improvements to be made at Stonefence Lodging, Inc. Motel meet the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approved a commitment of $200,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions set forth in the attached Term Sheet.

Now, therefore be it

RESOLVED, Development Authority of the North Country considers this project a Type II Action under Section 617.5(c)(9) of the State Environmental Quality Review (SEQRA) and requires no further action, and further be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of $200,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Stonefence Lodging, Inc., subject to the terms and conditions outlined on the attached Term Sheet, and authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan.

Motion by: K. Bibbins
Seconded by: T. Hefferon

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-81 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower:	Stonefence Lodging, Inc.
Loan Fund:	Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]
Amount:	$200,000.00
Loan Term:	20 years
Loan Rate:	1%
Loan Payment:	12 months interest-only, monthly principal and interest to term out loan over 228 months
Collateral:	Second mortgage and assignment of rents and leases on 31, 77 Acco Drive & 7221 State Highway 37, Ogdensburg, NY 13669 (parcel #58.051-2-20.1) Third lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Stonefence Lodging, Inc.
Conditions:	• Cash equity identified to be committed to the project. • Labor peace does not apply as it will have less than 15 FTE. • Personal Guaranty of Bruce LaRose • Disbursed as construction loan • Required permits and approvals

TRANSFORMATIONAL TOURISM FUND

Borrower:	Stonefence Lodging, Inc. (DBA Stonefence Motel)
Project Location:	7191 State Highway 37, Ogdensburg, NY 13669 (parcel # 58.051-2-16)
Borrower Address:	7191 State Highway 37, Ogdensburg, NY 13669
Ownership:	Bruce LaRose-100%
Loan Amount:	up to $200,000.00
Term:	20 years
Rate:	1%
Payments:	12 months interest-only, Monthly principal and interest thereafter to amortize over remaining 228 months
Guarantor:	Bruce LaRose
Use of Funds:	Improvements
Collateral:	Second mortgage and assignment of rents and leases on 31, 77 Acco Drive & 7221 State Highway 37, Ogdensburg, NY 13669 (parcel #58.051-2-20.1)
Jobs:	Existing: 7 FTE Years 1-3: 4 FTE

Total Project Costs

Sources of Funds			*Uses of Funds*	
Tourism Loan Fund	*$200,000.00*	*40%*	Improvements	$ 448,560.00
Cash equity	$300,000.00		Equipment	$ 10,000.00
			Professional fees	$ 41,440.00
Total	$500,000.00		Total	$ 500,000.00

Cash equity-Business reserve account, investments

Description of Project

Stonefence Lodging, Inc. is requesting $200,000 from the Tourism Fund to assist with an outdoor water park at their motel located at 7191 State Highway 37, Ogdensburg, NY. This would be a



transformational project to the greater Ogdensburg area that has the potential to bring people to the community for the day.

The facility is located on 13 acres along the St. Lawrence River outside of Ogdensburg. It is a three diamond AAA rated resort motel and century manor house with scenic balcony rooms, family units, waterfront and jacuzzi rooms plus two room suites.

Stonefence Lodging was purchased in 1984 by Bruce and Yvonne LaRose. Yvonne passed in July 2026. In 1987-1998 the facility underwent a major restoration expanding to a 54-unit lodging facility including 8 townhouses, riverfront motel, conversion of the stately manor house, restaurant addition, office complex, commercial and residential laundry facility, 18-slip marina, outdoor pool, tennis/pickleball courts and infrastructure update of 3-phase power and DEC approved septic sand filter. Two hundred feet of riverfront and several acres of land were added to the facilities purchased from Diamond International and Penn Central Railroad.

The business and facilities were sold in 2005 for $2.1 million to a group of professional lodging owners. It was repurchased in 2011 when the conglomerate dissolved.

The business is seasonal with lower bookings between January-April, and picking back up again in late April/May.

The LaRose's daughter, Beth, has assumed day-to-day operations and management. Beth was employed professionally by Dr. Brandy for 15 years as a medical assistant/office manager.

The Motel is located on Route 37 along the St. Lawrence River. It benefits from the Thousand Islands region, Massena Power Dam and the Seaway Development Museum, Akwesasne Casino, colleges, Ottawa, Black Lake, Frederic Remington Museum, and the world-famous Bass Tournaments.

Proposed Project

Mr. LaRose submitted an application to the Authority in November 2024 to build an indoor water park at his motel. Staff had questions regarding the plans and costs associated with the project. Since that time, he has hired a new engineering firm, Tisdale and Associates, to complete his plans. His stamped drawings were submitted to the NYS Department of Health in late November 2025. He will receive final approval from the NYS DOH once his engineer stamps the drawings noting that the lazy river was installed per the specs.

His plans now include:

- Installation of a fiberglass panel system 'lazy river.' The fiberglass panel system is from American Aqua Designs which includes two sets of stairs. The total cost including trucking was $150,000. Riverflow circulating pumps were purchased to circulate the water.
- Railing around the interperimeter of the lazy river, approximately 220 ft. (health code)
- Bridge over lazy river with 7' clearance connected to inner pool (health code)
- Handicapped bridge and wheelchair lifts on either end to connect to inner pool (ADA)

- PEX installation providing for possibility of infloor heat. Old concrete around the inner pool was not salvageable. PEX will be laid out for when the new concrete of forty-five yards is poured.
- Third set of stairs was added to the lazy river (new health code).
- In the absence of a building, a 4' high safety fence with three self-closing gates will be installed (health code).
- An inflow trench deck drain system around the inner and lazy river pools is to be constructed to prevent contamination between pools (health code).
- Cabana added to provide shade to the lounge around the inner pool.
- Convenient set of bathrooms for urgent use is planned at the inner pool. Patrons will not have to leave the area to use the bathroom.
- Two mechanical rooms constructed for all of the equipment required to operate the pools.
- 5' unobstructed walkway is mandated around the 250' lazy river (health code).

The costs to complete this project are $500,000. He hoped to have this all completed by May 31, 2026 to be open to customers in June 2026. The lazy river was not completed in 2026, however he was able to have the pool open. He is currently close to 65% complete on this work. The items left to finish are the concrete between the inner pool and the lazy river, electrical, plumbing, and the fencing. He estimates these costs to be around $200,000.

In addition to this investment, Mr. LaRose also undertook the following with the intention that these projects would enhance the 'water park' theme. These projects included:

- Expansion of the front parking lot along with subsequent landscaping improvements. Total cost-$42,000
- Construction of two roofed pavilions to provide needed shade at the river. Total cost-$16,000
- Renovation and reopening of the dining room, which had been idle for several years and was previously used extensively for serving complimentary breakfast. Improvements included: new patio covering, dining room remodel, acquisition of NYS beverage license, kitchen upgrades with DOH approval. Total cost-$27,000
- Completion of maintenance garage. Total cost-$24,000
- Engineering for final approval by the NYS Health Department-$22,250
- Inner pool construction completed, concrete installed, central drain system, and safety fence installed-$78,300.
- Front parking lot resurfaced and reshingling of out buildings-$65,000.



To date, from 2022-2026, $1,117,000 has been spent on the facilities.

Future phases **may** include formal bathrooms, dressing rooms and showers, exercise room, and splash pad. He is also exploring an 80'x140' stand-alone building to accommodate the lazy river, central pool, splash pad, observation room, and lounge. He estimates the building will cost over $500,000. As he notes, he needs to determine if these amenities will be cost effective and provide a satisfactory return on investment to the business.

Competitors- The applicant notes that there are several well run hotels and motels in the Canton-Potsdam area whose primary business is closely aligned with college-university activities. In this case location is the primary factor providing the competition. Locally, the Gran-View Hotel is a well-run facility and friendly competitor.

Management –
Bruce is the primary operator of Stonefence Lodging. He has also been completing much of the work on his own and with contractors. His daughter, Beth, assists with day-to-day operations. He has mentioned that his succession plan includes transferring the business to his three children. This has not been done yet. As Beth is a key employee at the business, it is recommended that key man life insurance be requested.

Financial Review

Stonefence Lodging

	2023	2024	2025	1/1-9/30/26
Sales	838,318	790,129	675,731	625,288
Gross Profit	838,318	790,129	675,731	566,545
Expenses	863,638	744,142	747,237	329,962
Other Income/(Exp)	25,610	0	59,973	0
Net Income (Loss) before Taxes	290	45,987	(11,533)	236,583
Add Back:				
Depreciation	1,588	953	953	0
Interest	51,949	45,000	44,020	0
Improvements	198,100	134,618	68,494	0
Cash for Debt Service	251,927	226,558	101,934	236,583
Tourism Fund	12,572	12,572	12,572	9,429
NBT Bank	34,760	34,760	34,760	26,070
SBA	30,264	30,264	30,264	22,698
Total Debt	77,596	77,596	77,596	58,197
Debt Service Coverage	3.25	2.92	1.31	4.07

Sales Inc (Dec.)	---	(6%)	(14%)	---
Gross Profit	1.0	1.0	1.0	.91
Expenses	1.03	.94	1.10	.53
Profit Ratio	0.0	.06	(0.02)	.38

Tourism Fund-$1,047.68/mo
NBT Bank-$2,896.67/mo
SBA-$2,522/mo

- 2023, 2024, and 2025 information was from the IRS Form 1120. The 2024 was amended in March 2026 to reflect an increase in income. The 2026 information was internally prepared with assistance from his accountant.
- Bruce noted that sales have been declining. He felt that this was due to greater competition from the Clayton/Alexandria Bay areas, specifically when major fishing tournaments have gone there rather than to Waddington or Massena. Additionally, there is less activity in the Ogdensburg area than in the past.
- In 2025, primary expenses were $232,025 for salaries and wages. In his application, he noted 3 full-time staff and 8 part-time staff for the motel. Taxes and licenses were $89,343, repairs and maintenance were $68,494, and interest was $44,020. Complimentary breakfast was $65,605, insurance was $47,874, and utilities were $104,986. Repairs and maintenance include the projects completed in the given year.
- Through 9/30/2026, sales are on pace to be around $833,000, however as the season begins to slow down, will likely come in around the $700,000 mark. Primary expenses are: payroll and

payroll expenses, $150,407, utilities, $87,203, real estate taxes, $30,081, and insurance, $20,498. It appears that the interest expense is missing from the figures.

- Historically, it has been a well-run business with cash being reinvested back into the business.

Cashflow

- Historical operations are sufficient to cash flow the new debt if it remains consistent. The new amenity may drive people to stay at the facility which could result in an increase in revenue.

	12/31/2024	**12/31/2025**
Assets		
Current	217,989	28,108
Fixed	1,705	534,628
Other	623,874	259,448
Total Assets	843,568	822,184
Liabilities		
Current	500	500
Long Term	757,512	758,616
Other Liabilities	0	1,545
Total Liabilities	758,012	760,661
Equity	85,556	61,523
Total Liabilities & Equity	843,568	822,184

Working Capital	$217,489	$27,608
Current Ratio	435.98	56.22
Debt to Equity	8.86	12.36

- Cash decreased by $189,000 between 2024 and 2025. Additionally, other assets, which includes investments decreased by $364,426. Bruce noted that he used business cash to pay for the improvements he made to the business. This is reflected in building and other depreciable assets increasing by $532,923. Overall, assets decreased by $21,384. It should be noted that the business showed a loss of $24,033 per the books in 2025. The difference between the loss on the books and the tax return loss of $11,533 is charitable contributions of $12,500.

- Liabilities include a NBT Bank loan with a balance of $209,000 and a SBA Disaster Loan. The SBA Disaster loan has a lien on equipment only. In 2024 there was a loan to shareholder of $235,061. It appears this loan was moved to long term debt in 2025. There were no accounts payable. The $500 is a state tax payable.

- Equity decreased by $24,033. Mr. LaRose has been using cash from the business to pay for improvements to the facility.

Personal Credit:
Bruce reported assets of slightly over $4 million and liabilities of $908,100. Primary assets in cash and other retirement accounts of $248,000, stocks and bonds, $215,000, and real estate, $3.3 million. The real estate assets include his personal residence and the motel which was appraised in 2021 with a value of $2,145,000. Primary liabilities are an EIDL loan with the SBA with a balance of $495,000

and mortgages totaling $401,640. There is a mortgage with an outstanding balance of $209,000 on the motel. Bruce has a credit score of 815. He has no derogatory comments on record. He lists open balances of $181,854 which includes a mortgage of $168,945 on his personal residence.

The business Logic Score is a medium-high risk score of 55, with a warning of a business failure assessment. It has no trade lines established; therefore, there are no days beyond terms. It has no derogatory public records, collection accounts, or pending lawsuits.

Collateral:

- Second mortgage on real estate and all improvements behind NBT Bank loan on 31, 77 Acco Drive & 7221 State Highway 37, Ogdensburg, NY 13669 (parcel #58.051-2-20.1)
- Assignment of Leases and Rents
- Third lien on all assets of Stonefence Lodging, Inc.

	Market	Discount
Real Property (75%)	$700,000	$525,000
Collateral Available	$700,000	$525,000
NBT Bank	$209,000	$209,000
Total Senior Debt	$209,000	$209,000
Collateral Available-DANC	$491,000	$316,000
Tourism Fund	$200,000	$200,000
Loan to Value	**41%**	**63%**

The market value is based on the assessed value reported by St. Lawrence County of $700,000. The market value is likely much higher. Bruce noted that an appraisal on the real estate was completed in 2021 with a value of $2,145,000. Based on the conservative market value, there is sufficient loan-to-value to secure the loan.

Contingencies:

- Cash equity has been committed to the project
- Labor Peace does not apply as it has less than 15 FTE employees
- Personal guaranty of Bruce LaRose
- Construction disbursement loan

Development Authority of the North Country

Board Resolution No. 2026-10-82
October 22, 2026

FISCAL YEAR 2027 OPERATING BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION

Whereas, the Development Authority of the North Country (Authority) adopted an Operating Budget for FY 2027 pursuant to **Resolution No. 2026-02-09,** and

Whereas, the current budgeted amount for Household Hazardous Waste (HHW) is $274,880, and

Whereas, the FY 2027 budget included a $96,000 increase in HHW expenditures over the FY 2026 budget, and

Whereas, the social media campaign implemented has positively impacted the advertising reach of the HHW events, and

Whereas, the Authority receives a grant from the New York State Department of Environmental Conservation (DEC) to cover 50% of the HHW event expenses, and

Whereas, an increase of $107,000 in the HHW budget, from $274,880 to $381,880, is anticipated to cover additional costs for HHW diversion efforts for FY 2027.

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to amend the Materials Management Division's FY 2027 Operating Budget as follows:

Materials Management *(Company 20)*	**GL Number**	**Current Budget**	**Amended Budget**	**Change**
Household Hazardous Waste	6009	$ 274,880	$ 381,880	$ 107,000
Total Change in Expenditures				**$ 107,000**
NY State Grants	4183	$ 154,776	$ 208,276	$ 53,500
Total Change in Revenue				**$ 53,500**
Impact on Change In Net Position				**$ (53,500)**

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

Voting:		Non-Voting:
Bibbins – **Yes**	MacKinnon - **Yes**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Absent**	Hunt – **Present**
Hall – **Absent**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - indicates attendance via videoconference.
+ - indicates voting member attending using audio only, unable to vote.

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. 2026-10-82 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 22nd day of October, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 22nd day of October, 2026.

Mary Doheny
Board Chairperson