FINANCIAL POLICY
CUSTOMER CREDIT CARDS
PAYMENT ACCEPTANCE

Whereas, the Development Authority of the North Country has not accepted payment (financial credit) cards as a form of payment for services provided, and

Whereas, the federal government has converted some payment applications to credit card systems, and

Whereas, the Authority has federal contracts with the U.S. Army and U.S. Customs Services which have expressed a preference for billing payments utilizing authorized payment cards.

Whereas, it is advantageous to the Development of the North County to establish a separate bank account at Community Bank to receive such payments and to designate signatories for such account. Further, it is desirable to provide for electronic or telephonic transfers of Development Authority of the North Country Funds by appropriate Authority representatives.

Now, upon the recommendation of the Management, with approval of the Governance Committee, be it therefore

RESOLVED, the Development Authority of the North Country herewith authorizes the Authority Comptroller to select an appropriate credit card processing company for the purposes of accepting and receiving payment utilizing payment cards, and be it further

RESOLVED, the Executive Director is herewith authorized to enter into an agreement to secure said services upon the recommendation of the Comptroller, and be it further

RESOLVED, the Chairman, Treasurer, Executive Director, Comptroller and Deputy Comptroller of the Development Authority of the North Country be named as authorized signatories on the Credit Card Repayment Bank Account and that all documents required as evidence of this authority be executed by appropriate Authority Officers and/or personnel. Further, the Accountant I and Accounting Associate be designated authorized representatives for the purpose of executing transfers of Authority funds, electronically or telephonically, when authorized by designated Authority Officers and/or personnel, and that all documents required as evidence of such authority be executed by Authority Officers and/or personnel.
RESOLVED, the Comptroller is herewith authorized to establish procedures for the implementation of this policy subject to the approval of the Executive Director.

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

Calligaris - Yes  Hefferon - Yes  Johnson - Yes  Mastascusa - Yes  
Carter - Yes  Hollenbeck - Present  MacKinnon - Yes  Murray - Yes  
Doheny - Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-01 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 February, 2018, 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 February, 2018.

Gary Turck  
Board Chairman
Board Resolution No. 2018-02-02
February 22, 2018

MODIFICATION
PERSONNEL POLICY
PAID LEAVE – CANCER SCREENING

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

Whereas, pursuant to New York State Civil Service Law Section 159-b, effective March 18, 2018, all public employees are entitled to take up to a maximum of four (4) hours of paid leave per year for any type of cancer screening without deducting from any other leave time (i.e., sick, person, or vacation).

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

RESOLVED, that the Development Authority does hereby approve the attached amended Personnel Policy.

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

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-02 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
Board Resolution No. 2018-02-03
February 22, 2018

PASS-THROUGH EXPENDITURES
OPERATING BUDGET AMENDMENT
ENGINEERING DIVISION

Whereas, the Development Authority of the North Country adopted an Operating Budget for
the Engineering Division for FY 2018 pursuant to Resolution No. 2017-03-15, and

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

Whereas, the FYE 2018 Engineering Resale Parts and Materials account was estimated to
include planned work on Engineering Service contracts, and

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

Now, upon the recommendation of Executive Management and the Facilities Committee, be
it therefore.

RESOLVED, that the Development Authority of the North Country hereby authorizes
an increase in the revenue and expense account of the Engineering Division to continue
pass-through expenditures and amends the FYE 2018 Engineering Budget as follows:

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Original FYE 2018 Budget</th>
<th>Amended FYE 2018 Budget</th>
<th>Budget Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Billings</td>
<td>$984,988.00</td>
<td>$1,024,988.00</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Resale Parts and Materials</td>
<td>$39,123.16</td>
<td>$79,123.16</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Motion by: M. Murray
Seconded by: F. Carter

Calligaris - Yes  Hefferon - Yes  Johnson - Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North
Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-03 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 February, 2018, 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 February, 2018.

[Signature]
Board Chairman
TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
GIS SERVICES

Whereas, the Development Authority of the North Country (Authority) conducted a Geographic Information Systems (GIS) Needs Assessment in December 2017, recommending development of a web-based GIS for the Village of Malone and the partnering communities of the Town of Malone, Town of Bellmont, and Franklin County, and

Whereas, the Village of Malone, acting as lead and fiscal agent for the Partners, has since applied for grant funding from the New York State Archives Local Government Records Management Improvement Fund (LGRMIF) to implement the recommended web-based GIS, and

Whereas, the Village of Malone has requested Technical Services from the Authority to: 1) Develop a GIS data model; 2) Convert water, wastewater and other infrastructure records to GIS format and populate the model; and 3) develop and host a web-based GIS, and

Whereas, the Village of Malone has determined that the Authority is qualified to perform these services and authorized execution of a Technical Services Agreement with the Authority, pending award of grant funds, and

Whereas, Management recommends entering into this Technical Assistance Service Agreement, for a not to exceed amount of $98,102.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Malone, for a total not to exceed contract amount of $98,102, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: D. Mastascusa
Seconded by: F. Carter

Calligaris - Yes Hefferon - Yes Johnson - Yes Mastascusa - Yes
Carter - Yes Hollenbeck - Present MacKinnon - Yes Murray - Yes
Doheny - Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-04 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
GIS TECHNICAL SERVICES AGREEMENT
WITH THE
VILLAGE OF MALONE

This Agreement entered into this _____ day of ______________, 2018, by and between:

VILLAGE OF MALONE, a New York municipal corporation with offices at 343 W. Main St., Malone, NY 12953, hereinafter referred to as “Village”,

and

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

Recitals

1. In December of 2017, the Authority conducted a Geographic Information System (GIS) Needs Assessment for the Village and partnering communities of the Villages of Malone and Bellmont and Franklin County (hereafter “Partners”). The assessment recommended the Village and its Partners implement a web-based GIS to manage their water and sewer infrastructure and existing GIS data.

2. The Village has since applied for and is anticipating grant funding from the New York State Archives Local Government Records Management Improvement Fund (LGRMIF) to implement the recommended web-based GIS.

3. The Village is desirous of receiving technical assistance with matters related to GIS database development, records conversion, and web-based interface development and hosting for water and/or wastewater infrastructure and other existing GIS data owned by the Village and its municipal Partners.

4. The Partners have each executed Cooperative Agreements with the Village for the purposes of developing GIS datasets. These agreements identify the Village as fiscal agent for the Partners.

5. The Village, acting as lead agency for its Partners, has selected the Authority to provide these services at a meeting held on ______________, 2018. A Resolution from the Village's board, selecting the Authority to provide these services and authorizing this agreement, is attached as Exhibit A.

6. This Agreement is authorized under Section 2704(17) of the Public Authorities Law and is contingent upon the Village’s receipt of an official grant award from the New York State Archives’ LGRMIF.
Agreement

The Authority will develop a web-based GIS comprising water, wastewater, and other infrastructure GIS datasets for the Village and Partners. The scope of services is outlined below.

1. **Data Model Development**: The Authority will develop a GIS data model for applicable infrastructure. This model will be based on Environmental Systems Research Institute's (ESRI) File Geodatabase. The database will include the following datasets outlined in Table 1.

<table>
<thead>
<tr>
<th>Dataset Name</th>
<th>Data Type</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary/Storm Sewer Flow Direction Arrows</td>
<td>Point</td>
<td>Point file that is symbolized as an arrow. Symbol is assigned a degree direction of rotation based on the direction of wastewater flow in a sewer pipe.</td>
</tr>
<tr>
<td>Sanitary Sewer Grinder Pumps</td>
<td>Point</td>
<td>Point locations corresponding to areas where a grinder pump assembly is installed.</td>
</tr>
<tr>
<td>Hydrography</td>
<td>Polygon</td>
<td>Areas covered by bodies of water (either lakes or streams)</td>
</tr>
<tr>
<td>Incident Points</td>
<td>Point</td>
<td>Incidents as identified by communities</td>
</tr>
<tr>
<td>Orthoimagery</td>
<td>Raster</td>
<td>High resolution aerial, color imagery showing ground conditions</td>
</tr>
<tr>
<td>Parcels</td>
<td>Polygon</td>
<td>Extent of customer’s property</td>
</tr>
<tr>
<td>Sanitary Sewer Pump Stations</td>
<td>Point</td>
<td>Point corresponding to sanitary sewer pump station.</td>
</tr>
<tr>
<td>Roads</td>
<td>Line</td>
<td>Road centerlines</td>
</tr>
<tr>
<td>Sewer Cleanouts</td>
<td>Point</td>
<td>Points that correspond to cleanouts which are perpendicular stubs that come off laterals above grade to allow access for cleaning instruments</td>
</tr>
<tr>
<td>District Boundaries</td>
<td>Polygon</td>
<td>Physical boundary of community’s water/sanitary sewer district</td>
</tr>
<tr>
<td>Wastewater Lines</td>
<td>Line</td>
<td>Sanitary Sewer/Storm water line, either gravity or force main</td>
</tr>
<tr>
<td>Sanitary/Storm Sewer Lines</td>
<td>Line</td>
<td>Sewer lines &amp; laterals, conveying wastewater from customer’s edifice to WWTP. Only extent of community-owned lines.</td>
</tr>
<tr>
<td>Wastewater Manholes</td>
<td>Point</td>
<td>Point location of manhole opening to gravity sanitary/storm sewer line</td>
</tr>
<tr>
<td>Sanitary Sewer/Water Meters</td>
<td>Point</td>
<td>Points at which water or wastewater is metered</td>
</tr>
<tr>
<td>Water Curbstops</td>
<td>Point</td>
<td>Points at which customer water service can be cutoff</td>
</tr>
<tr>
<td>Hydrants</td>
<td>Point</td>
<td>Points corresponding to water hydrants</td>
</tr>
<tr>
<td>Water Lines/Laterals</td>
<td>Line</td>
<td>Water lines &amp; laterals distributing water from WTP to customers. Only extent of community-owned lines</td>
</tr>
<tr>
<td>Water Valves</td>
<td>Point</td>
<td>Locations where water mains are isolated</td>
</tr>
<tr>
<td>Treatment Plant</td>
<td>Polygon</td>
<td>Water Treatment Plants and Wastewater Treatment Plants</td>
</tr>
<tr>
<td>Water Source</td>
<td>Point</td>
<td>Points at well sites, intake pipes, and other water sources</td>
</tr>
<tr>
<td>City/Village/Boundaries</td>
<td>Polygon</td>
<td>Physical extent of City, Village or Village.</td>
</tr>
</tbody>
</table>

2. **Conversion of Hardcopy Records to GIS Format**: The Authority will populate the GIS data model using the Partners’ existing hardcopy water/wastewater and other infrastructure records. These records include engineering drawings. Per requirements set by the New State Archives, the scanning portion of the project will be completed by a New York State
Industries for the Disabled (NYSID) Associate Member, Image Data, in a separate contract between the Village and NYSID. The records will be digitized (i.e. scanned) at a resolution of 400 dots per square inch (DPI) by NYSID, and the digital record images will be delivered to the Authority. The Authority will georectify the digital records to the New York State Plane Central coordinate system using desktop GIS software and digitize the infrastructure details. Specifications, such as pipe diameter, material, etc., as contained in the records, will be input into the model. Lastly, the Authority will conduct a quality control of the georeferencing procedure. Quality control will involve locating a sample of infrastructure features with high-accuracy GPS and making adjustments accordingly so that features are within < 3 feet of their actual field-located position.

3. Web-based Interface, Hosting & Training — Once the records are converted to GIS format, the Authority will upload them into its Internet Mapping Application (IMA), a web-based GIS developed from ESRI’s ArcServer and JavaScript architecture. The Partners will each have their own separate, password-protected portal to access their water GIS data. Access to the IMA will be provided to the Partners for a period of one year (known hereafter as the “initial hosting period”). The initial hosting period will begin the day after the project is closed. At the conclusion of the project, the Authority will provide the Partners with GIS Hosting Agreements containing provisions for hosting services and costs to continue hosting services after the initial hosting period.

4. The Village shall pay the Authority for such services at the labor hour burdened rates for the specific job classification performing the services as shown in Table 2 below; provided, however, that the total cost of such services shall not exceed $98,102. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority’s fiscal year.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$50</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

5. The Village shall provide the reasonable support services of its staff as appropriate in implementing the project and shall assign a person as the primary point of contact with the Authority.
6. 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.

7. 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.

8. 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 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 this Agreement.

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

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

11. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to Geographic Information System development. 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.

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

13. 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.
14. 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.

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

16. 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.

17. The scheduled project completion date is June 30, 2019.

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

VILLAGE OF TUPPER LAKE

By: ______________________________
    Joseph Riccio
    Village Mayor

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ______________________________
    James W. Wright
    Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of ____________, 2018, before me personally came Joseph Riccio, who being duly sworn, did dispose and says that he resides in Malone, New York; that he is authorized to sign this Agreement on behalf of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

_________________________________
NOTARY PUBLIC
STATE OF NEW YORK

COUNTY OF JEFFERSON

On this ___ day of ______________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

_________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE
SEWER DISTRICT CONSOLIDATION IMPLEMENTATION

Whereas, the Development Authority has been working with the Town of Tupper Lake since July 14, 2016 to complete a Town Sewer District Consolidation Study, and

Whereas, the Town of Tupper Lake Board approved a Sewer District Consolidation Implementation Plan on December 14, 2017 whereby the Town sewer districts will be consolidated, and

Whereas, the Town will be applying for a Local Government Citizens Re-Organization Empowerment Grant (CREG) application through the New York State Department of State to help fund the implementation, and

Whereas, the Town at its board meeting held on February 8, 2018 selected the Authority to provide technical services to complete a sewer district consolidation implementation, and

Whereas, the total cost to deliver these services shall not exceed $15,000.

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

RESOLVED, that the Technical Services Agreement by and between the Authority and the Town of Tupper Lake, for a total not to exceed contract amount of $15,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes    Hefferon - Yes    Johnson - Yes    Mastascua - Yes
Carter – Yes        Hollenbeck - Present    MacKinnon – Yes    Murray - Yes
Doheny – Absent    Hunt - Present    McGrath - Present    Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-05 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 February, 2018, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereeto set my hand this 22nd day of February, 2018.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR
SEWER DISTRICT CONSOLIDATION IMPLEMENTATION

TOWN OF TUPPER LAKE

This Agreement entered into this ___ day of _____________ 2018, by and between:

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

And

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

Recitals

1. The Development Authority of the North Country (Authority) and the Town of Tupper Lake entered into an Agreement dated July 14, 2016 for an amount not to exceed $35,000 to provide technical services related to the Town’s Sewer District Consolidation Study.

2. The Town Board approved a Sewer District Consolidation Implementation Plan at a Town Board Meeting held December 14, 2017 whereby the Town sewer districts will be consolidated according to the Implementation Plan effective December 31, 2018.

3. The Town is eligible for a $50,000 grant through the New York State Department of State’s Local Government Citizens Re-Organization Empowerment Grant (CREG) for implementation tasks and the Town is required to contribute 10% of the total costs as local match to the State grant.

4. The Town is desirous of receiving technical assistance related to completing a sewer district consolidation implementation. The Town, at a meeting held on _____________, 2018, selected the Authority to provide these services.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:
1. The Authority will provide project management assistance services to proceed with Town sewer district consolidation implementation. Services provided shall include:

   a. Funding agency coordination and assistance; including submittal of a Local Government Citizens Re-Organization Empowerment Grant (CREG) for implementation.
   b. Coordination with the Town's consultants to complete specific tasks required as part of the Sewer District Implementation Plan as outlined in Table 1 (Town Tasks).
   c. Coordination with the Town's attorney to assist with legal aspects of the implementation.
   d. Attendance at public informational meetings.
   e. Attendance at board meetings to discuss project updates.

### Table 1 – Implementation Tasks & Budget

<table>
<thead>
<tr>
<th>Sewer District Consolidation Implementation Grant Budget</th>
<th>Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town/Village Office Accessibility Improvements</td>
<td>$27,000</td>
</tr>
<tr>
<td>Sewer District formation</td>
<td>$5,000</td>
</tr>
<tr>
<td>Sewer Billing Software/Hardware Updates, digitizing Sewer billing records</td>
<td>$10,000</td>
</tr>
<tr>
<td>Local Sewer Law Revision</td>
<td>$8,000</td>
</tr>
<tr>
<td>Asset Management Plans for Sewer Infrastructure</td>
<td>$5,000</td>
</tr>
<tr>
<td>Totals</td>
<td>$55,000</td>
</tr>
</tbody>
</table>

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $15,000. The Authority will not proceed with implementation tasks until the CREG notice of funding award has been issued by the Department of State. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

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

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

5. The Town will at all times indemnify and save harmless the Authority against all
liabilities, judgments, costs, damages, expenses and attorney's fees for loss,
damage or injury to persons or property resulting in any manner from the willful
malfeasance or negligent acts or omissions of the Town, its agents or
employees pertaining to the activities to be carried out pursuant to the
obligations of this Agreement. The Authority will at all times indemnify and save
harmless the Town against all liabilities, judgments, costs, damages, expenses
and attorney's fees for loss, damage or injury to persons or property resulting in
any manner from the willful malfeasance or negligent acts or omissions of the
Authority, its agents or employees pertaining to the activities to be carried out
pursuant to the obligations of this Agreement.

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

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

8. The parties acknowledge that the Authority has undertaken and may
undertake various 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 Town shall have no right to, or claim upon, the assets,
insurance proceeds or income of the Authority other than those associated
with the performance of this Agreement, in satisfaction of any claim by the
Town arising hereunder. A similar restrictive clause is contained and will be
provided in all service agreements made by the Authority with others.

9. The Authority is an independent contractor with the Town and this Agreement
does not create and shall not be construed as creating a relationship of
principal and agent, landlord and tenant, or employer and employee.
10. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By:____________________

James W. Wright
Executive Director

TOWN OF TUPPER LAKE

By:____________________

Patricia Littlefield
Town Supervisor
ACKNOWLEDGEMENTS

STATE OF NEW YORK )
COUNTY OF ST. FRANKLIN )

On this ___ day of ____________, 2018, before me personally came Patricia Littlefield, who being duly sworn, did dispose and says that she resides in Tupper Lake, New York; that she is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Town.

__________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF JEFFERSON )

On this ___ day of ____________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

__________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE
WATER DISTRICT CONSOLIDATION IMPLEMENTATION

Whereas, the Development Authority has been working with the Town of Tupper Lake since July 14, 2016 to complete a Town Water District Consolidation Study, and

Whereas, the Town of Tupper Lake Board approved a Water District Consolidation Implementation Plan on December 14, 2017 whereby the Town water districts will be consolidated, and

Whereas, the Town will be applying for a Local Government Citizens Re-Organization Empowerment Grant (CREG) application through the New York State Department of State to help fund the implementation, and

Whereas, the Town at its board meeting held on February 8, 2018 selected the Authority to provide technical services to complete a water district consolidation implementation, and

Whereas, the total cost to deliver these services shall not exceed $15,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Tupper Lake, for a total not to exceed contract amount of $15,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: F. Carter
Seconded by: D. Mastascusa

Calligaris - Yes  Hefferon - Yes  Johnson - Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-06 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR
WATER DISTRICT CONSOLIDATION IMPLEMENTATION

TOWN OF TUPPER LAKE

This Agreement entered into this ___ day of ____________ 2018, by and between:

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

And

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

Recitals

1. The Development Authority of the North Country (Authority) and the Town of
Tupper Lake entered into an Agreement dated July 14, 2016 for an amount not
to exceed $35,000 to provide technical services related to the Town’s Water
District Consolidation Study.

2. The Town Board approved a Water District Consolidation Implementation Plan
at a Town Board Meeting held December 14, 2017 whereby the Town water
districts will be consolidated according to the Implementation Plan effective
December 31, 2018.

3. The Town is eligible for a $50,000 grant through the New York State Department
of State’s Local Government Citizens Re-Organization Empowerment Grant
(CREG) for implementation tasks and the Town is required to contribute 10% of
the total costs as local match to the State grant.

4. The Town is desirous of receiving technical assistance related to completing a
water district consolidation implementation. The Town, at a meeting held on
______________, 2018, selected the Authority to provide these services.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as
follows:
1. The Authority will provide project management assistance services to proceed with Town water district consolidation implementation. Services provided shall include:

   a. Funding agency coordination and assistance, including submittal of a Local Government Citizens Re-Organization Empowerment Grant (CREG) for implementation.
   b. Coordination with the Town’s consultants to complete specific tasks required as part of the Water District Implementation Plan as outlined in Table 1 (Town Tasks).
   c. Coordination with the Town’s attorney to assist with legal aspects of the implementation.
   d. Attendance at public informational meetings.
   e. Attendance at board meetings to discuss project updates.

   Table 1 – Implementation Tasks & Budget

<table>
<thead>
<tr>
<th>Water District Consolidation Implementation Grant Budget</th>
<th>Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Villego Office Accessibility Improvements</td>
<td>$27,000</td>
</tr>
<tr>
<td>Water District formation</td>
<td>$5,000</td>
</tr>
<tr>
<td>Water Billing Software/Hardware Updates, digitizing water billing records</td>
<td>$10,000</td>
</tr>
<tr>
<td>Local Water Law Revision</td>
<td>$8,000</td>
</tr>
<tr>
<td>Asset Management Plans for Water Infrastructure</td>
<td>$5,000</td>
</tr>
<tr>
<td>Totals</td>
<td>$55,000</td>
</tr>
</tbody>
</table>

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits, etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $15,000. The Authority will not proceed with implementation tasks until the CREG notice of funding award has been issued by the Department of State. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

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

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

5. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

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

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

8. The parties acknowledge that the Authority has undertaken and may undertake various 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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

9. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
10. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

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

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By:____________________
James W. Wright
Executive Director

TOWN OF TUPPER LAKE

By:____________________
Patricia Littlefield
Town Supervisor
ACKNOWLEDGEMENTS

STATE OF NEW YORK } ss:
COUNTY OF ST. FRANKLIN }

On this ___ day of __________, 2018, before me personally came Patricia Littlefield, who being duly sworn, did dispose and says that she resides in Tupper Lake, New York; that she is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Town.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK } ss:
COUNTY OF JEFFERSON }

On this ___ day of __________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

______________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT
VILLAGE OF TUPPER LAKE
INFLITRATION AND INFLOW PROJECT

Whereas, the Village is undertaking a study to identify the sources of infiltration and inflow within the sanitary sewer collection system so they can develop projects that will enhance the capacity of the system to handle new developments within the Village and expanded sewer service in the Town, and

Whereas, the Village applied for and received funding through the New York State Environmental Facilities Corporation (NYSEFC) Clean Water State Revolving Fund (CWSRF) Engineering Planning Grant program in 2017 to undertake an infiltration and inflow study, and

Whereas, this Infiltration and Inflow Study is related to a separate project that the Village is undertaking to complete capital improvements at the Village’s Wastewater Treatment Plant and within its collection system, and

Whereas, the Authority has been providing technical assistance associated with the Village’s sanitary sewer improvements since March 23, 2016, and

Whereas, the Village has requested that the Authority provide assistance with the oversight of an Infiltration and Inflow Study, and

Whereas, the total cost to deliver these services shall not exceed $10,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Tupper Lake, for a total not to exceed contract amount of $10,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: F. Carter
Seconded by: M. Murray

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-07 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 February, 2018, 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 February, 2018.

Gary Turck,
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
INfiltration & INFLOW STUDY

WITH THE

VILLAGE OF TUPPER LAKE

This Agreement entered into this _____ day of _________ 2018, by and between:

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

And

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

Recitals

1. The Village is undertaking a study to identify the sources of infiltration and inflow within the sanitary sewer collection system so they can develop projects that will enhance the capacity of the system to handle new developments within the Village and expanded sewer service in the Town.

2. The Village applied for and received funding through the New York State Environmental Facilities Corporation (NYSEFC) Clean Water State Revolving Fund (CWSRF) Engineering Planning Grant program in 2017 to undertake an infiltration and inflow study.

3. At its Board meeting held on ______________, 2018 the Village selected the Authority to provide technical assistance with the oversight of this project. A copy of this Resolution has been attached as Exhibit A. At its Board meeting held on ______________, 2018.

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

Agreement

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

1. The scope of services to be performed by the Authority consist of the following:

   Study Phase: During the study phase, the Authority will serve as the Village's professional consultant to review engineering documents and ensure that
proposed preliminary engineering report meets operational needs of the facility and the municipality and includes the level of detail necessary to pursue additional funding sources to move forward with project implementation.

**Grant Administration:** The Authority will provide grant administration services to the Village to include the compilation of required documentation for NYSEFC, submittal of disbursement requests, maintaining project budgets, compiling and submitting M/WBE reports, and other funding agency submittals as required to ensure that the Village receives their reimbursements in accordance with the terms of their grant agreements.

2. The Authority will invoice the Village and the Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services **shall not exceed $10,000.** The scope of services may be adjusted as the work progresses, by mutual consent of the parties, through amendment. This agreement will terminate when the scope of services for the project are completed or at which time the Village elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village as set forth herein, within 30 days of receipt of each invoice.

**TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2018**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor I</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor II</td>
<td>$78</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor Trainee</td>
<td>$60</td>
<td>$74</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$50</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

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

3. 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.
4. 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.

5. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

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

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

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

9. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
10. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By:__________________________

James W. Wright
Executive Director

VILLAGE OF TUPPER LAKE

By:__________________________

Paul Maroun
Mayor
ACKNOWLEDGEMENTS

STATE OF NEW YORK  }
COUNTY OF JEFFERSON  }

ss:

On this ___ day of ____________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

__________________________________________
NOTARY PUBLIC

STATE OF NEW YORK  }
COUNTY OF FRANKLIN  }

ss:

On this ___ day of ____________, 2018, before me personally came Paul Maroun, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

__________________________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT
VILLAGE OF TUPPER LAKE
SEWER SYSTEM IMPROVEMENT PROJECT

Whereas, the Village is undertaking a joint wastewater system improvement project to address existing system needs, improve efficiency, and provide service to the proposed Adirondack Club and Resort (ACR) south of the Village of Tupper Lake, located in the Town of Tupper Lake, and Franklin County, and

Whereas, the Development Authority has been working with the Village of Tupper Lake since March 23, 2016 to complete a Preliminary Engineering Report and to obtain funding to pursue a sewer system improvement project, and

Whereas, the Preliminary Engineering Report has been completed and approved by the New York State Department of Environmental Conservation; and the Village has received funding from the NYS Environmental Facilities Corporation to improve the feasibility of the project and to minimize sewer district user costs, and

Whereas, the Authority has been providing technical assistance for this project through a separate contract that was executed on March 23, 2016, and

Whereas, the Village has requested that the Authority continue to provide support for this project through the design and construction phase, and

Whereas, the total cost to deliver these services shall not exceed $25,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Village of Tupper Lake, for a total not to exceed contract amount of $25,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: F. Carter
Seconded by: M. Murray

Calligaris - Yes    Hefferon - Yes    Johnson - Yes    Mastascusa - Yes
Carter – Yes    Hollenbeck - Present    MacKinnon – Yes    Murray - Yes
Doheny – Absent    Hunt - Present    McGrath - Present    Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-08 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 February, 2018, 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 February, 2018.

[Signature]
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
SEWER SYSTEM CAPITAL IMPROVEMENT PROJECT

WITH THE

VILLAGE OF TUPPER LAKE

This Agreement entered into this _____ day of _________ 2018, by and between:

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

And

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

Recitals

1. The Village and Town of Tupper Lake have an existing shared services agreement to provide sewer services to Town and Village customers.

2. The Village is undertaking a joint wastewater system improvement project to address existing system needs, improve efficiency, and provide service to the proposed Adirondack Club and Resort (ACR) south of the Village of Tupper Lake, located in the Town of Tupper Lake, Franklin County.

3. The Village and Town have worked cooperatively to complete a Preliminary Engineering Report and to apply for and received funding from the NYS Environmental Facilities Corporation to improve the feasibility of the project and to minimize sewer district user costs.

4. Given the Authority’s expertise in implementing municipal sewer projects to support regional economic development priorities, the Village requested and the Authority provided technical assistance during the preliminary engineering phase of the project, under a separate contract that was executed on March 23, 2016.

5. At its Board meeting held on ________________, 2018 the Village selected the Authority to provide technical assistance with the design and construction phase of the project. A copy of this Resolution has been attached as Exhibit A. At its Board meeting held on ________________, 2018.

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:

1. The scope of services to be performed by the Authority consist of the following:

   **Design Phase:** During the design phase, the Authority will serve as the Village's professional consultant to review engineering documents and ensure that proposed design meets operational needs of the facility and the municipality.

   **Construction Phase:** During the construction phase, the Authority will provide assistance to Village Clerk/Treasurer, Operators, and Board members with various project related tasks including coordination with legal counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties.

   **Grant Administration:** The Authority will provide grant administration services to the Village to include the compilation of required documentation for funding agencies, submittal of disbursement requests, maintaining project budgets, compiling and submitting M/WBE reports, and other funding agency submittals as required to ensure that the Village receives their reimbursements in accordance with the terms of their grant agreements.

2. The Authority will invoice the Village and the Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $25,000. The scope of services may be adjusted as the work progresses, by mutual consent of the parties, through amendment. This agreement will terminate when the scope of services for the project are completed or at which time the Village elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village as set forth herein, within 30 days of receipt of each invoice.

**TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2018**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
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</tr>
<tr>
<td>Water Quality Supervisor I</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor II</td>
<td>$78</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor Trainee</td>
<td>$60</td>
<td>$74</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
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</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

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

3. 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.

4. 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.

5. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

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

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

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: ____________________

James W. Wright
Executive Director

VILLAGE OF TUPPER LAKE

By: ____________________

Paul Maroun
Mayor
ACKNOWLEDGEMENTS

STATE OF NEW YORK  
) ss:
COUNTY OF JEFFERSON  

On this ___ day of __________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

__________________________
NOTARY PUBLIC

STATE OF NEW YORK  
) ss:
COUNTY OF FRANKLIN  

On this ___ day of __________, 2018, before me personally came Paul Maroun, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

__________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT
TOWN OF FINE
LITTLE RIVER BRIDGE IMPROVEMENTS

Whereas, the Town of Fine requested services from the Authority to provide technical assistance to complete a project to study the feasibility of implementing improvements to the deteriorated Town of Fine Little River Bridge, and

Whereas, the study will identify repair alternatives and develop a recommended plan for repair/replacement, and

Whereas, the Authority’s scope of work for the first phase of the project will involve developing a Request for Proposal to solicit engineering/architectural firms to complete the proposed scope of work and facilitation of the consultant selection process, and

Whereas, the total cost to deliver these services shall not exceed $5,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Fine, for a total not to exceed contract amount of $5,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes  Heffron - Yes  Johnson – Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-09 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
LITTLE RIVER BRIDGE ASSESSMENT

WITH THE

TOWN OF FINE

This Agreement entered into this _____ day of _________ 2018, by and between:

TOWN OF FINE, a municipal corporation of the State of New York having an office
building and principal place of business located at 4078 State Highway 3, Star Lake,
New York 13690, herein after referred to as "Town",

And

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

Recitals

A. The Town of Fine Little River Bridge has suffered significant deterioration and
is currently in a state of disrepair. The Town would like to complete an
engineering study of the bridge to identify repair alternatives and develop
a recommended plan for repair/replacement.

B. The Development Authority has successfully supported multiple projects in
the Town including the Wanakena Footbridge Reconstruction project,
water/sewer improvement projects, GIS data development and hosting, as
well as completion of the Clifton-Fine Efficiency/Consolidation Study.

C. The Town has requested technical services from the Authority to provide
assistance with the Little River Bridge Study. At its board meeting held on
______________, 20____, the Board selected the Authority to assist
the Town with this task. A copy of this Resolution has been attached as
Exhibit A.

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

Agreement

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

The scope of services that will be performed by the Authority is as follows:
A. Develop Request for Proposal (RFP) and Facilitate Selection Process:

The Authority will meet with the Department of Public Works Supervisor and Town Staff to assess the needs for the project improvements. This information will be incorporated into a RFP. The RFP will be routed to the Town for review. The Authority will review and comment on proposals, facilitate interviews with firms, develop questions on the proposals, etc. to facilitate the selection process. The Authority will not select the firm but rather will provide assistance to the Town in completing this process.

2. The Town shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $5,000.00. This agreement will terminate when the scope of services is completed or at which time the Town elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

3. Optional Service: The Authority will provide part or all of the following services, at the request of the Town, by amendment to this agreement.

   a) Project Management
   b) SEQR/SHPO Review
   c) Development of Bid Documents
   d) Bid Oversight
   e) Construction Oversight

4. The Town shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed the amounts outlined in Table 2. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2018

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor I</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor II</td>
<td>$78</td>
<td>NA</td>
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<tr>
<td>Water Quality Supervisor Trainee</td>
<td>$60</td>
<td>$74</td>
</tr>
<tr>
<td>Controls Engineer</td>
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<td>NA</td>
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<tr>
<td>Environmental Coordinator</td>
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<td>$98</td>
</tr>
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</tbody>
</table>

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

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

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

8. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from 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.

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

10. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
11. 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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

14. 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.

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By:__________________________
   James W. Wright
   Executive Director

TOWN OF FINE

By:__________________________
   Connie Snider
   Town Supervisor
ACKNOWLEDGEMENTS

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

On this ___ day of ____________, 2018, before me personally came Connie Snider, who being duly sworn, did dispose and says that she resides in the Town of Fine, New York; that she is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Town.

________________________________________
NOTARY PUBLIC

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

On this ___ day of ____________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

________________________________________
NOTARY PUBLIC
TECHNICAL SERVICES AGREEMENT AMENDMENT
ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
ENGINEERING AND REDEVELOPMENT PLANNING ASSISTANCE
NEWTON FALLS RAILROAD PROJECT PHASE 3

Whereas, pursuant to Resolution No. 2015-06-85, the Development Authority of the North Country (Authority) and the St. Lawrence County Industrial Development Agency (SLCIDA) entered into an Agreement dated June 25, 2015 to provide Technical Services for Engineering and Redevelopment Planning, for an amount not to exceed $60,000, and

Whereas, the SLCIDA has requested that the Authority provide redevelopment planning, engineering and administrative services, and reporting, under Amendment No. 1, during for the next and final phase of the project (i.e., Phase 3), and

Whereas, this additional work will increase the Authority’s level of effort, resulting in additional expenses of $40,000, bringing the not to exceed amount of the contract to $100,000.

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

RESOLVED, that the Technical Services Agreement Amendment No. 1, by and between the Authority and the St. Lawrence County Industrial Development Agency, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

Calligaris - Yes  Hefferon - Yes  Johnson –Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-10 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 February, 2018, 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 February, 2018.

[Signature]
Board Chairman
AMENDMENT NO. 1

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT

WITH THE
ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FOR
ENGINEERING AND REDEVELOPMENT PLANNING ASSISTANCE FOR THE
NEWTON FALL RAILROAD PROJECT PHASE 3

WHEREAS, the Development Authority of the North Country (Authority) and the St. Lawrence County Industrial Development Agency (SLCIDA) entered into an Agreement dated June 25, 2015 to provide Engineering Services and Redevelopment Planning services for the Newton Fall Railroad Project for an amount not to exceed $60,000, and

WHEREAS, the scope of that Agreement involved providing redevelopment planning, engineering and administrative services, and reporting through completion of Phase 2 of the project, and

WHEREAS, the Phase 2 project work has been completed. However, there is an outstanding issue with materials installed on the project that is ongoing. The issue includes leaking creosote from railroad ties installed on the project. Due to the issue, the retainage for the general contractor is being withheld and will be used to address the railroad ties as necessary. The additional project oversight, meetings, cost tracking and disbursement requests will be required until the problem is resolved. It is anticipated that this work will be performed throughout 2018, and

WHEREAS, the SLCIDA requested that the Authority provide redevelopment planning, engineering and administrative services, and reporting during the Phase 3 project in accordance with the descriptions of work outlined in the original Agreement between the SLCIDA and the Authority dated June 25, 2015, and

WHEREAS, the project contingencies are available to allow the addition of additional scope of work included in Phase 3 project, and

WHEREAS, the cost for the additional requested services is $40,000.

NOW THEREFORE BE IT RESOLVED, that Technical Services Agreement Amendment No. 1, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $100,000, is hereby approved.

All of the above is established by the signatures of the authorized representatives of the parties.
DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ______________

James W. Wright
Executive Director

SLCIDA

By: ______________

Patrick Kelly
Chief Executive Officer
LANDFILL GAS CONVEYANCE UPSIZING
CAPITAL BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION

Whereas, the Development Authority of the North Country has previously established a capital project for the increased sizing and construction of a landfill gas conveyance system as part of its landfill gas collection system, and

Whereas, the Authority, by prior Resolution No. 2017-06-66 and Resolution No. 2017-08-90, transferred capital funds to provide funding for the landfill gas project, and

Whereas, the Authority has two capital accounts for the landfill gas project, one account 20111 - LCRS/LFG Development annual appropriates for well operation and maintenance, and a second account 20147 - Landfill Gas Conveyance Upsizing, for the new construction of wells and the connecting collection system, and

Whereas, in the preparation of the two resolutions authorizing the transfer of funds, the wrong account number was referenced, resulting in the funds being transferred to operations rather than new construction, and

Whereas, the funding is required for a new construction project and requires Authority Board reauthorization to transfer said funds to the appropriate capital account, and

Whereas, the coordination of all landfill gas accounts into a single account would be advantageous.

Now, upon the recommendation of Executive Management and the Facilities Committee, be it therefore

RESOLVED, the Development Authority authorizes the Comptroller to transfer funds from the following capital projects in the following amounts:

20111 - LCRS/LFG Development $356,189
20149 - LFG 18” (Inch) By Pass $ 16,333
Said total of $372,522 to the capital project account 20147 – Landfill Gas Conveyance Upsizing, providing a combined capital appropriation remaining balance of $852,028 in account 20147.

Motion by: A. Calligaris
Seconded by: A. MacKinnon

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-11 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 February, 2018, 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 February, 2018.

[Signature]
Gary Turck
Board Chairman
Board Resolution No. 2018-02-12
February 22, 2018

LEACHATE COST
FYE 2018 BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Materials Management Facility for FY 2018 pursuant to Resolution No. 2017-03-17, and

Whereas, the Budget authorized expenditures of $270,000 for the treatment and disposal of approximately 18 million gallons of leachate, and

Whereas, through January 31st 2018, the Authority has transported 19,547,600 gallons of leachate to the City of Watertown for treatment and disposal at a cost of $303,238, and

Whereas, the additional leachate volume is due to the combination of increased precipitation and an increase in uncapped acreage, and

Whereas, it is estimated that the volume of leachate generated at the Materials Management Facility for FY 2018 will be approximately 25,000,000 gallons, at a total cost of approximately $387,500.

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

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Materials Management Facility to increase the budget for Leachate Disposal from $270,000 to $387,500.

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

Calligaris - Yes   Hefferon - Yes   Johnson – Yes   Mastascusa - Yes
Carter – Yes   Hollenbeck - Present   MacKinnon – Yes   Murray - Yes
Doheny – Absent   Hunt - Present   McGrath - Present   Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-12 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
AUTHORIZING ACCEPTANCE OF FUNDS
NYS GROWN & CERTIFIED AGRICULTURE PRODUCERS GRANT

Whereas, Resolution No. 2017-06-71 authorized the submission of a Consolidated Funding Application in the amount of $500,000 to New York State Agriculture and Markets ("Ag and Markets") for funding through the NYS Grown & Certified Agriculture Producers Grant Program ("Program"), and

Whereas, the Authority was notified in December 2017 that it was the recipient of $500,000 from Ag and Markets to fund the Program, and

Whereas, in order to implement the grant the Authority is partnering with the 7-County Cornell Cooperative Extension Offices and the 7-County Soil and Water Conservation Offices ("Partners"), and

Whereas, it may be necessary to enter into Memorandums of Understanding with the Partners in order to deliver the grant, and

Whereas, the Authority will be receiving $45,000 over four years to administer the grant, and

Whereas, the Program will provide grants to producers to purchase capital items in order to become certified in the NYS Grown & Certified Program, and

Whereas, Ag and Markets must approve all recipients receiving grant funds, and

Whereas, in order to have an efficiently run program the Project Development Committee will be delegated the authority to approve grant recipients upon approval from Ag and Markets, and

Whereas, the Authority has long supported agriculture and agribusinesses in the North Country through its Farmland Drainage Fund, North Country Value-Added Agriculture Fund, and Farm Profitability Teams, and

Whereas, the Program meets the mission of the Authority.

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to execute the Grant Agreement with NYS Agriculture and Markets, and further authorizes the Executive Director to execute all documents necessary to administer the Grant, and be it further

RESOLVED, the Development Authority of the North Country does hereby authorize the Project Development Committee to approve awards to eligible applicants upon review and approval by NYS Agriculture and Markets, and be it further

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to enter into Grant Agreements with applicants approved by the Project Development Committee, and be it further

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

Motion by: F. Carter
Seconded by: D. Mastascusa

Calligaris - Yes  Hefferon - Yes  Johnson - Yes  Mastascusa - Yes
Carter - Yes  Hollenbeck - Present  MacKinnon - Yes  Murray - Yes
Doheny - Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-13 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 February, 2018, 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 February, 2018.

[Signature]
Gary Turck
Board Chairman
NYS Grown & Certified Agriculture Producer's Grant

The Development Authority of the North Country received $500,000 in 2017 from New York State Department of Agriculture and Markets to implement the NYS Grown & Certified Agriculture Program. The Program was established in order to assist NYS agricultural producers to meet food safety standards necessary for participation in the NYS Grown & Certified Program. The funding is available for eligible participants located in Jefferson, Lewis, St. Lawrence, Clinton, Essex, Franklin and Hamilton Counties.

TECHNICAL ASSISTANCE

In order to provide the necessary technical assistance to effectively implement the grant, the Development Authority is partnering with the 7-County Cornell Cooperative Extension Offices and the 7-County Soil and Water Conservation Offices. The Cornell Cooperative Extension Offices will provide technical assistance to producers to include assistance in Good Agricultural Practices (GAPs). The 7-County Soil and Water Conservation Offices will assist recipients with Agriculture Environmental Management (AEM). These technical assistance providers will work closely with recipients to determine the appropriateness of their project and assist them toward becoming certified in the NYS Grown & Certified Program.

GRANT CRITERIA

Eligibility: Agriculture producers looking to become certified through the NYS Grown & Certified Program. If already in the NYS Grown & Certified Program, applicants must provide justification for why the project is needed to maintain their food safety certification, or how it will increase the number of producers enrolled in the program.

Maximum Grant: $30,000.00

Cash Equity: 10% of the grant amount required as cash equity

Eligible Commodities: Produce, dairy, shellfish, eggs, beef, poultry and pork

Eligible Use of Funds: Must be used for real estate, improvements, machinery or equipment that will allow the producer to become certified in the NYS Grown & Certified Program. Funds cannot be used for working capital or soft costs associated with the certification process.

Reimbursement: Grants will be paid upon the recipient receiving their certification from the NYS Grown & Certified Program. NOTE-All Recipients must make short-term arrangements to pay eligible project costs prior to grant reimbursement. Recipient will be required to provide copies of invoices and cancelled checks/invoices for proof of expenditures.

Financial Underwriting: The Development Authority will review the applicant's proposed project, financial and business history, personal financial statement, and credit report.
SELECTION PROCESS:

The Authority will accept and review applications for financial capability and program compliance which will include a review confirming the applicant’s match requirement. The Cornell Cooperative Extension Office will complete a site visit to confirm that the proposed project is feasible and will meet the expected results leading to certification. If applicants pass the financial and feasibility review, the Authority will consider them for program funding and submit them for final approval to NYS Department of Agriculture and Markets. Upon the approval from Department of Agriculture and Markets the Authority will enter into a Grant Agreement with the recipient. Funding will be available to eligible applicants that pass the financial and feasibility review on a first-come, first-served basis

For more information contact:

Michelle Capone, Director of Regional Development, Development Authority of the North Country, (315) 661-3200, or mcapone@danc.org.
NYS Grown & Certified Agriculture Producers Grant

Memorandum of Understanding

I. Background: The Development Authority of the North Country received $500,000 in 2017 from New York State Department of Agriculture and Markets to implement the NYS Grown & Certified Agriculture Program. The Program was established in order to assist NYS agricultural producers to meet food safety standards necessary for participation in the NYS Grown & Certified Program. The funding is available for eligible participants located in Jefferson, Lewis, St. Lawrence, Clinton, Essex, Franklin and Hamilton Counties.

The New York State Grown & Certified is a multi-faceted food certification program designed to strengthen consumer confidence in New York products, address food product labeling, and assist New York farmers so they can take advantage of the growing market demand for foods locally grown and produced to a higher standard. The program is open to New York producers who adhere to the best practices in safe food handling and environmental stewardship. It is available to produce growers who are certified for Good Agricultural Practices (GAP) and are participating in Agricultural-Environmental Management (AEM) plans.

The Development Authority is partnering with the 7-County Cornell Cooperative Extension Offices in order to provide the necessary technical assistance to effectively implement the grant. The most effective and efficient way to continue to move the Grown & Certified Agriculture Producers Grant forward is by a Memorandum of Understanding with the 7-County Cornell Cooperative Extension Offices.

II. Statement of Understanding: In order to implement the Grown & Certified Agriculture Producers Program ("Program"), the parties as outlined below agree to the following:

a.) Development Authority of the North Country ("Development Authority")
   1. Will complete all necessary paperwork relating to the grant to include scope of work, program materials, application, marketing materials, and grant forms;
   2. Will report to NYS Department of Agriculture and Markets;
   3. Will manage Program grant funds;
   4. Will receive and review applications for Program compliance;
   5. Will submit final applications to NYS Department of Agriculture and Markets for final approval;
   6. Will enter into agreement with the grant recipients;
   7. Will disburse the funds upon completion of grant requirements;

b.) Cornell Cooperative Extension ("CCE")

   1. Will assist the Development Authority in marketing and promoting materials relating to the Program;
   2. Will conduct site visits of potential applicants to determine if they are eligible for the Program;
3. Will assist grant recipients in meeting GAPs;
4. Will assist grant recipients with technical questions relating to their product/process or project;
5. Will assist grant recipients throughout the process to become certified in the NYS Grown & Certified Program;
6. Will monitor project progress on behalf of the Development Authority.

III. For their work, the CCEs will receive compensation. For each grant funded, the respective CCE will be able to submit for expenses equal to the following: Recipient Grant/$440,000 x $15,000. The CCE will be responsible for submitting proper documentation acceptable to NYS Department of Agriculture and Markets to receive reimbursement. The amount of administrative funds available for the entire Program are $15,000.
HOUSING LOAN REVOLVING FUND
NORTHVIEW/LERAY ASSOCIATES, L.P.
LOAN

Whereas, Northview/LeRay Associates, L.P. has requested a loan in the amount of $495,376 from the Housing Loan Revolving Fund to assist with renovations to its Northview Apartments in Evans Mills, Jefferson County, and

Whereas, Northview Apartments has 24 units of affordable housing for families, and

Whereas, Northview/LeRay Associates, L.P. is also applying to New York State Homes and Community Renewal for funding through its Community Investment Fund, and

Whereas, the improvements are much needed to sustain the long-term viability of the project in the community.

Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize a loan from the Housing Loan Revolving Fund in the amount of $495,376 to Northview/LeRay Associates, L.P. at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further

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

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

Calligaris - Yes  Heff eron - Yes  John son – Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-14 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
TERM SHEET

Borrower: Northview/LeRay Associates, L.P.
Loan Fund: Housing Loan Revolving Fund
Amount: $495,376.00
Loan Term: 360 months
Loan Rate: 1%
Loan Payment: Interest only first 12 months, monthly principal and interest to amortize over remaining 348 months.
Conditions: $750 construction monitoring fee
The property was built in 1986. It is a USDA funded project. All of the buildings are slab on grade, wood frame construction with brick and vinyl clad exteriors. All 2-bedroom apartments have their own individual walk-up entrances, while the one-bedroom apartments share a common area to reach their apartments.

Conifer has secured a Weatherization Grant for the development which will provide funds for increasing insulation in the attic spaces and building attic access hatches; weather stripping the exterior doors; replacing some gas boilers in the apartments; replacing all light bulbs with LED bulbs; installing new exhaust fans in the bathrooms; installing some new range hoods; replacing flex ductwork for dryer venting with hard piping; and venting to the outside. This work is currently ongoing. It will be completed prior to the start of this preservation project.

In addition, mold remediation work within the buildings is currently underway, and is being covered by the insurance carrier. This work includes mold remediation; replacing all kitchen cabinets, most countertops and some interior doors; replacing damaged drywall; painting; replacing flooring in most units; replacing damaged electrical outlets; replacing most appliances; and replacing bathroom fixtures. This work is also currently ongoing. Any interior unit work not covered by insurance will be replaced and repaired by Conifer through Project costs. This work will be completed prior to the start of this preservation project.

The proposed Project being funded by the Authority will allow the preservation of the Development to allocate more funds on correcting higher cost items such as site work, roofs, and exterior elevations. Currently, the site does not have a storm water management system, which has caused flooding throughout the property. Conifer will install drain tiles and perforated piping around each building and direct it to catch basins around the site. Gutters will also be installed from the roofs and will tie into the drainage system. The entire site will also be regraded to allow for positive drainage to catch basins and swales. Roofs, fascia, soffits, and decking will all need to be replaced. Presently, there is a structure on site that is supposed to serve as a Manager’s Office and Maintenance Area. The structure is contaminated with mold, and will be demolished. A new structure within the same building footprint will be constructed in its place. Other improvements include new property signage, exterior doors, new windows, and new vinyl siding.

Conifer purchased the property in June 2013 from Fay-Helmer. The project has 12 units that have a USDA Rural Development Subsidy and 12 units with a NYS Rural Rental Assistance Program subsidy through HCR. The property falls under Rural Development’s rent restrictions which are for moderate income limits. Conifer has significant experience in owning and operating affordable housing projects in the North Country.

FINANCIALS:
Northview/LeRay Associates LP

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
<th>12/31/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$172,066</td>
<td>$181,430</td>
<td>$199,518</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Administrative</td>
<td>$56,428</td>
<td>$60,021</td>
<td>$56,926</td>
</tr>
</tbody>
</table>

Northview/LeRay Associates L.P.
Housing Loan Revolving Fund

BORROWER: Northview/LeRay Associates, L.P.

BUSINESS LOCATION: c/o Conifer Realty, 1000 University Ave., Ste. 500,
Rochester, NY 14607

PROJECT LOCATION: 8100-8124 Schell Ave, Evans Mills, NY 13637

AMOUNT: $495,376.00

TERM: 12 months interest only during renovations/construction; amortize over remaining 348 months (30 year term consistent with affordable housing projects)

RATE: 1%

FEES: $750 construction management

PAYMENTS: Interest only first 12 months; Monthly principal and interest payments thereafter

COLLATERAL: Fourth mortgage position behind USDA Rural Development and NYS HCR

USE OF FUNDS:

<table>
<thead>
<tr>
<th>SOURCES OF FUNDS</th>
<th>USES OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authority Loan</td>
<td>Site Improvements</td>
</tr>
<tr>
<td>$495,376.00</td>
<td>$413,309.00</td>
</tr>
<tr>
<td>NYS HCR CIF</td>
<td>Rehabilitation</td>
</tr>
<tr>
<td>$2,000,000.00</td>
<td>$1,544,710.00</td>
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<tr>
<td>General Partner Loan</td>
<td>Engineering/Archit.</td>
</tr>
<tr>
<td>$274,581.00</td>
<td>$181,400.00</td>
</tr>
<tr>
<td>Total Sources</td>
<td>Interim Interest</td>
</tr>
<tr>
<td>$2,769,957.00</td>
<td>$134,754.00</td>
</tr>
<tr>
<td></td>
<td>Soft Costs</td>
</tr>
<tr>
<td></td>
<td>$221,203.00</td>
</tr>
<tr>
<td></td>
<td>Developer Fee</td>
</tr>
<tr>
<td></td>
<td>$274,581.00</td>
</tr>
<tr>
<td></td>
<td>Total Uses</td>
</tr>
<tr>
<td></td>
<td>$2,769,957.00</td>
</tr>
</tbody>
</table>

CIF-Interest Only payable from annual cash flow at .05%

PROJECT:

Conifer Realty is the managing partner is Northview/LeRay Associates, L.P. which owns and operates Northview Apartments in Evans Mills, NY. The property has 24 units of affordable family housing. It is comprised of 12 1-bedroom and 12 2-bedroom apartments. Conifer is looking to inject funds into the project to rehabilitate the property.

Northview/LeRay Associates L.P.
Housing Loan Revolving Fund

<table>
<thead>
<tr>
<th>Financials: Conifer Realty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>2015</td>
</tr>
<tr>
<td>Revenue</td>
</tr>
<tr>
<td>Expenses</td>
</tr>
<tr>
<td>Other Income/(Expenses)</td>
</tr>
<tr>
<td>Income before Equity in Partnership/LLC losses</td>
</tr>
<tr>
<td>Equity in partnership/LLC income</td>
</tr>
<tr>
<td>Net income</td>
</tr>
<tr>
<td>2016</td>
</tr>
<tr>
<td>Revenue</td>
</tr>
<tr>
<td>Expenses</td>
</tr>
<tr>
<td>Other Income/(Expenses)</td>
</tr>
<tr>
<td>Income before Equity in Partnership/LLC losses</td>
</tr>
<tr>
<td>Equity in partnership/LLC income</td>
</tr>
<tr>
<td>Net income</td>
</tr>
<tr>
<td>9/30/2017</td>
</tr>
<tr>
<td>Revenue</td>
</tr>
<tr>
<td>Expenses</td>
</tr>
<tr>
<td>Other Income/(Expenses)</td>
</tr>
<tr>
<td>Income before Equity in Partnership/LLC losses</td>
</tr>
<tr>
<td>Equity in partnership/LLC income</td>
</tr>
<tr>
<td>Net income</td>
</tr>
</tbody>
</table>

- While Conifer is not a borrower I thought it would be helpful to provide their financial information as they are the managing partner. They are a financially strong company.
- Construction revenues comprised about 15% of revenue in 2015, 11% in 2016, and 9% in 2017. Development fees comprised 50% of revenue in 2015, 35% in 2016, and 41% in 2017. Management fees comprised 34% of revenue in 2015, 38% in 2016, and 41% in 2017. Development fees and construction revenue are recognized on the percentage of completion basis.
- Payroll and related taxes and benefits comprises 69% of expenses in 2015, 65% in 2016, and 72% in 2017.
- Other income includes interest income, unrealized gain (loss) on interest rate swap agreement, interest expense, depreciation, and state business taxes.

<table>
<thead>
<tr>
<th>Northview/LeRay Associates Balance Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2017</td>
</tr>
<tr>
<td>Current Asset</td>
</tr>
<tr>
<td>Fixed Assets</td>
</tr>
<tr>
<td>Total Assets</td>
</tr>
<tr>
<td>Current Liabilities</td>
</tr>
<tr>
<td>Long Term Liabilities</td>
</tr>
<tr>
<td>Total Liabilities</td>
</tr>
<tr>
<td>Equity</td>
</tr>
<tr>
<td>Total Liabilities and Equity</td>
</tr>
</tbody>
</table>

- Project has a receivable outstanding from the insurance company for repairs to the property due to the flooding. Cash is low due to the repairs taking place at the property and the lag time in receiving the permanent funding sources.

Northview/LeRay Associates L.P.
Housing Loan Revolving Fund

<table>
<thead>
<tr>
<th>Description</th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities</td>
<td>$22,334</td>
<td>$22,155</td>
<td>$17,628</td>
</tr>
<tr>
<td>Repairs/Maintenance</td>
<td>$83,608</td>
<td>$86,168</td>
<td>$130,335</td>
</tr>
<tr>
<td>Taxes/Insurance</td>
<td>$17,969</td>
<td>$17,561</td>
<td>$17,424</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$180,939</td>
<td>$185,905</td>
<td>$222,313</td>
</tr>
<tr>
<td>Total Operating Income</td>
<td>$(8,273)</td>
<td>$(4,475)</td>
<td>$(22,795)</td>
</tr>
<tr>
<td>Other Income/(Expense)</td>
<td>$(47,579)</td>
<td>$(49,852)</td>
<td>$(19,965)</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>$(55,852)</td>
<td>$(54,327)</td>
<td>$(42,760)</td>
</tr>
</tbody>
</table>

- Rents for the 6 1-bedroom USDA units and the 6 1-bedroom RRAP units are $785; for the 6 2-bedroom USDA and 6 2-bedroom RRAP units the rents are $865.

- From 2015 to 2016, Rural Development had allowed a rent increase of almost 5%. In addition, "Other Income" increased by $1,965. That line item consists of charges such as application fees, late fees, and interest income. In 2017, RD had allowed a rent increase of approx. 3.5%. There was also a large decrease in vacancy of about $7,300.

- The Rental Revenue potential for 2017 was lower due to the vacancy. There was one apartment that had to be used as the office, as the office and maintenance building is filled with mold, and has flooding issues. There was also mold found in other apartments that needed to be remediated. With those units taken off-line, the rental revenue had decreased.

- The losses in 2015 and 2016 are due to the extensive repairs and maintenance the property needed, as well as a high vacancy.

### Projected Cash Flow

<table>
<thead>
<tr>
<th>Description</th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$225,994</td>
<td>$230,513</td>
<td>$235,124</td>
</tr>
<tr>
<td>Expenses</td>
<td>$142,336</td>
<td>$146,470</td>
<td>$150,726</td>
</tr>
<tr>
<td>Less: Taxes/PILOT</td>
<td>$(14,400)</td>
<td>$(14,832)</td>
<td>$(15,277)</td>
</tr>
<tr>
<td>Net Cash Avail for Debt</td>
<td>$69,258</td>
<td>$69,211</td>
<td>$69,121</td>
</tr>
<tr>
<td>Less: Debt-USDA RD</td>
<td>$(32,784)</td>
<td>$(32,784)</td>
<td>$(32,784)</td>
</tr>
<tr>
<td>Less: Debt-DANCO Loan</td>
<td>$(19,685)</td>
<td>$(19,685)</td>
<td>$(19,685)</td>
</tr>
<tr>
<td>Less: Debt-CIF</td>
<td>$(10,000)</td>
<td>$(10,000)</td>
<td>$(10,000)</td>
</tr>
<tr>
<td>Net Cash Flow</td>
<td>$6,789</td>
<td>$6,742</td>
<td>$6,652</td>
</tr>
<tr>
<td>DSC Ratio</td>
<td>1.1</td>
<td>1.1</td>
<td>1.1</td>
</tr>
</tbody>
</table>

- The operating budget in the application represents what the property should be operating at without the previous repairs and maintenance that have had to be completed prior to the preservation. After the first year, they are assuming a 3% increase in operating expenses annually. As noted above, in 2017 several apartments were offline due to mold and flooding issues. Conifer feels that with the improvements to the property and all apartments on-line the property has the potential to meet revenue projections.

Northview/LeRay Associates L.P.
Housing Loan Revolving Fund

- Current liabilities include accounts payable, $10,810, and accruals, $3,017.

Collateral Analysis

8100-8124 Schell Ave, Evans Mills
(From 2013 Appraisal-Market Value)
Improvements
Total

Full Market Value

$1,100,000
$1,145,659
$2,245,659

USDA RD Existing Balance
NEW-NYS HCR CIF
NEW-Development Authority HRLF
Total

$1,154,020
$2,000,000
$495,376
$3,649,396

Total LTV

1.62

Typically with affordable housing projects the debt exceeds the market value on the property; therefore an unfavorable loan-to-value.

STAFF RECOMMENDATION:

Staff recommends a commitment of up to $495,376 from the Housing Revolving Loan Fund. Staff also proposes charging the project $750 for construction management as it is a construction loan.
SERVICE AGREEMENT
CITY OF OGDensburg
INFORMATION TECHNOLOGY (IT) NETWORK UPGRADE

Whereas, the Technology Division of the Development Authority of the North Country met with the City of Ogdensburg to discuss constructing a municipal network for the City, and

Whereas, the City of Ogdensburg additionally requested the Development Authority of the North Country to assist with an upgrade to their IT network, and

Whereas, the City of Ogdensburg has requested the Development Authority of the North Country to install new IT equipment and enhanced security plus telecommunications circuits to all City locations, and

Whereas, the provision of these services will provide enhanced security and communications services for the City of Ogdensburg, and

Whereas, the deployment of this network will require a new capital project to be funded from the Telecommunications Repair and Upgrade Reserve in the amount of $65,000. The construction costs will be paid back to the Development Authority over a five year service agreement.

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

RESOLVED, the Development Authority of the North Country Board of Directors authorizes a new capital project in the amount of $65,000 for the City of Ogdensburg IT and telecommunications services project to be funded from the Telecommunications Repair and Upgrade Reserve.

Motion by: A. Calligaris
Seconded by: D. Mastascusa
Calligaris - Yes Hefferon - Yes Johnson - Yes Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-15 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
Board Resolution No. 2018-02-16
February 22, 2018

CUSTOMER NETWORK CONSTRUCTION
CAPITAL BUDGET AMENDMENT
TELECOMMUNICATIONS DIVISION

Whereas, the Board of Directors approved a capital project for Customer Network Construction at the March 2017 Board Meeting pursuant to Resolution No. 2017-03-18 to allow for the addition of new telecommunications customers, and

Whereas, during FYE 2018 there has been a significant increase in new circuit installs based on orders from several service providers, resulting in the addition of over 100 circuits to date in FYE 2018, and

Whereas, in excess of $250,000 has been spent of the current capital project of $300,000 with 15 orders in the system to complete prior to the end of FYE 2018, and

Whereas, the installation of the remaining circuits will require additional capital in the amount of $75,000 to complete the construction and implementation of the services, and

Whereas, the additional services will generate sufficient revenue over the service term to cover the construction and implementation costs.

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

RESOLVED, the Development Authority of the North Country does authorize an increase to capital project 30620 for Customer Network Construction in the amount of $75,000 to be funded from the Repair and Upgrade Reserve.

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

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Yes
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-16 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
SCADA SERVICES AGREEMENT  
TOWN OF CHAMPION  
ROUTE 3 SEWER CORRIDOR PUMP STATION  
CONTROLS UPGRADES  

Whereas, the Route 3 Sewer Board of Commissioners has contracted with the Authority for operation, maintenance, and administration services for the Route 3 Sewer Corridor since its inception in 1999, and  

Whereas, on behalf of the Route 3 Sewer Board of Commissioners, the Town of Champion has applied for a Dormitory Authority of the State of New York (DASNY) State and Municipal Facilities Program (SAM) grant to fund the upgrade of Remote Terminal Units (RTUs) in the ten oldest Route 3 Sewer Corridor pump stations, and  

Whereas, the Town has requested the Authority provide Supervisory Control and Data Acquisition (SCADA) services to upgrade the RTUs in ten pump stations, and  

Whereas, the total cost to perform these upgrades shall not exceed $100,000.  

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

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

Motion by: T. Hefferson  
Seconded by: A. Calligaris  

Calligaris - Yes Hefferon - Yes Johnson – Yes Mastascusa - Yes  
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes  
Doheny – Absent Hunt - Present McGrath - Present Turck - Yes  

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-17 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 February, 2018, 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 February, 2018.  

Gary Turck  
Board Chairman
SCADA SERVICES AGREEMENT WITH
TOWN OF CHAMPION FOR
UPGRADES TO ROUTE 3 SEWER CORRIDOR PUMP STATIONS

This Agreement entered into this ____ day of ______________ 2018, by and between:

TOWN OF CHAMPION, a New York municipal corporation with offices at 10 North Broad Street, West Carthage, New York 13619, herein after referred to as “Town”,

And

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

Recitals

A. The Town is a member of the Board of Commissioners for the Route 3 Sewer Corridor (herein after referred to as “Board of Commissioners”) as authorized under an Inter-Municipal Agreement dated May 15, 2003 between the Town of Champion, the Town of LeRay, the Town of Pamelia, the Town of Rutland and the Village of Black River.

B. The Board of Commissioners has contracted with the Authority for operation, maintenance, and administration services for the Route 3 Sewer Corridor since its inception in 1999.

C. The Route 3 Sewer Corridor includes 21 sewer pump stations that were constructed in several phases over multiple years. The first pump station was constructed in 2000 and the Remote Terminal Units (RTU) that control these pump stations are in need of replacement. The current RTUs in these pump stations are no longer made or supported and the programming software is obsolete.

D. On behalf of the Board of Commissioners, the Town of Champion has applied for a Dormitory Authority of the State of New York (DASNY) State and Municipal Facilities Program (SAM) grant to fund the upgrade of RTUs in the 10 oldest pump stations.

E. The Town is desirous of receiving SCADA services to update the Controls in the 10 oldest pump stations listed under the agreement. The Town, at its meeting held on ______________, 2018 selected the Authority to provide SCADA services. A Resolution from the Town’s Board,
selecting the Authority to provide these services and authorizing this agreement, is attached as Exhibit A.

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

**Agreement**

1. The Scope of Services to be performed by the Authority consists of purchase, installation, and programming of SCADA equipment and software as follows:

   A. Purchase, install, and integrate a new Bristol ControlWave Micro RTU and power supply into the existing Control Panel located at each pump station listed in Table 1.

   B. Provide technical services, control engineering, and programming to convert the existing ACCOL based RTU program to IEC 61131 structured text programming required of the new RTUs and integrate the new RTUs with the Authorities SCADA system.

   **TABLE 1 – RT3 SEWER CORRIDOR PUMP STATIONS TO BE UPGRADED**

<table>
<thead>
<tr>
<th>Location</th>
<th>Original Installation Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Great Bend PS1</td>
<td>2000</td>
</tr>
<tr>
<td>Great Bend PS2</td>
<td>2000</td>
</tr>
<tr>
<td>Great Bend PS3</td>
<td>2000</td>
</tr>
<tr>
<td>Great Bend PS4</td>
<td>2000</td>
</tr>
<tr>
<td>Black River PS2</td>
<td>2002</td>
</tr>
<tr>
<td>LeRay PS1</td>
<td>2003</td>
</tr>
<tr>
<td>LeRay PS2</td>
<td>2003</td>
</tr>
<tr>
<td>LeRay PS3</td>
<td>2003</td>
</tr>
<tr>
<td>Pamela PS1</td>
<td>2003</td>
</tr>
<tr>
<td>Pamela PS2</td>
<td>2003</td>
</tr>
</tbody>
</table>

2. The Town shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services (see Table 3) and for direct expenses such as mileage and postage; provided, however, that the total
cost of such services shall not exceed the amounts outlined in Table 2. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice.

### TABLE 2 – NOT TO EXCEED (NTE) COSTS FOR BASE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost per Pump Station</th>
<th>Quantity</th>
<th>NTE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase, install, and integrate new Bristol ControlWave Micro RTU and power supply for each pump station.</td>
<td>$6,000</td>
<td>10</td>
<td>$60,000</td>
</tr>
<tr>
<td>Technical services, control engineering and programming to convert existing ACCOL based RTU program to IEC 61131 structured text programming. Integrate the new RTUs with the Authorities SCADA system.</td>
<td>$4,000</td>
<td>10</td>
<td>$40,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
</tbody>
</table>

### TABLE 3 – AUTHORITY LABOR RATES

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer II</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$50</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

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

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

6. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.

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

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

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

10. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.
All of the above is established by the signatures of the authorized representatives of the parties.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

By: ______________________
   James W. Wright
   Executive Director

**TOWN OF CHAMPION**

By: ______________________
   Bruce R. Ferguson
   Town Supervisor

**ACKNOWLEDGEMENTS**

**STATE OF NEW YORK**

) ss:

**COUNTY OF JEFFERSON**

On this ___ day of _____________, 2018, before me personally came Bruce R. Ferguson, who being duly sworn, did dispose and says that he resides in Champion, New York; that he is the Supervisor of the Town described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Town.

__________________________________
NOTARY PUBLIC

**STATE OF NEW YORK**

) ss:

**COUNTY OF JEFFERSON**

On this ___ day of _____________, 2018, before me personally came James W. Wright, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.

__________________________________
NOTARY PUBLIC
OPERATIONS AND MAINTENANCE SERVICE AGREEMENT
TOWN OF PAMELIA
SEWER DISTRICT 9

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

Whereas, pursuant to Resolution No. 2017-06-80, the Authority entered into a one year agreement with the Town of Pamela, and

Whereas, the Town of Pamela desires to continue a new two (2) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of $6,464, and

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

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Town of Pamela, and be it further

RESOLVED, the Executive Director is hereby authorized to execute the required and necessary agreements.

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

Calligaris - Yes  Hefferon - Yes  Johnson – Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – Absent  Hunt - Present  McGrath - Present  Turck - Yes

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2018-02-18 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 February, 2018, 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 February, 2018.

Gary Turck
Board Chairman
OPERATIONS & MAINTENANCE SERVICE AGREEMENT
(TOWN OF PAMELIA - SEWER DISTRICT No. 9)

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
&
TOWN OF PAMELIA

This sets forth the Operation and Maintenance Service Agreement made effective March 1, 2018, by and between the TOWN OF PAMELIA, a New York municipal corporation with offices at 25859 NYS Route 37, Watertown New York 13601 ("Town") and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

1) The Town has determined that the Authority is qualified and equipped to provide Operation and Maintenance services for the Town Facilities and desires to engage the Authority for such services. The Town is authorized to enter into this Agreement by Resolution dated February 12, 2018 a certified copy of which is attached as Exhibit "A".

2) The Authority desires to provide Operations and Maintenance Services for the Town facilities described in this Agreement.

AGREEMENT

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

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article I</td>
<td>Definitions</td>
</tr>
<tr>
<td>Article II</td>
<td>Employment and Scope of Services</td>
</tr>
<tr>
<td>Article III</td>
<td>Emergency Procedures and Services</td>
</tr>
<tr>
<td>Article IV</td>
<td>Terms</td>
</tr>
<tr>
<td>Article V</td>
<td>Compensation</td>
</tr>
<tr>
<td>Article VI</td>
<td>Town Responsibilities</td>
</tr>
<tr>
<td>Article VII</td>
<td>Termination</td>
</tr>
<tr>
<td>Article VIII</td>
<td>Insurance and Liability</td>
</tr>
<tr>
<td>Article IX</td>
<td>Accounts</td>
</tr>
<tr>
<td>Article X</td>
<td>Miscellaneous</td>
</tr>
</tbody>
</table>
ARTICLE I - Definitions

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

1) "Authority Officer", the Chairman, any Vice Chairman, the Secretary, the Treasurer, the Executive Director, or any authorized representative of the Development Authority of the North Country.

2) "Town Official", means the Town Supervisor or his duly authorized representative.

3) "Department of Health", the regulatory agency administering the legal requirements for drinking water within New York State, referred to as the "DOH".

4) "Department of Environmental Conservation", the regulatory agency administering the legal requirements for clean water programs within New York State, referred to as the "DEC".

5) "Emergency", an unforeseen combination of circumstances or the resulting state that calls for immediate action.

6) "Fiscal Year" means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.

7) "Operations and Maintenance Expenses", charges incurred for day-to-day operation of the sewer facilities. It shall include such things as labor, materials, cost of utilities, cost of repairs to the facilities, and other day-to-day expenses associated with the normal operation of the facilities.

8) "Record Drawings", engineered drawings that have been prepared for construction and have been updated upon project completion to reflect any changes made to the original design.

9) "SCADA", Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor certain facilities.

10) "Town of Pamela", a municipal corporation with offices at 25859 NYS Route 37, Watertown New York 13601 (herein referred to as "Town of Pamela" or "Town").

11) "Warneck Pump Station", the office location of the Development Authority of the North Country's water/wastewater services group, physically located at 23557 NYS Route 37, Watertown, New York 13601.
12) “Wastewater Facilities”, the Town-owned wastewater facilities described in Town of Pamela Map, Plan and Report for Sewer District No. 9 and briefly described below:

Wastewater Collection System:

- One (1) Lift Station on Bradley Street
- Gravity Sewer Collection Piping, Valves, and Force Main

**ARTICLE II - Employment and Scope of Services**

Section 201. **Engagement.** The Town hereby engages the Authority to operate and maintain the Town’s Wastewater Facilities (hereinafter “Town Facilities”), employing licensed operators where required.

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

2) The Authority will take directions only from the Town designated representatives. The Town will be responsible for designating the representatives that will provide direction to the Authority. The Town will be responsible for responding to all calls from residents concerning the operation of the Town Facilities.

3) The Authority will seek approval from the Town for non-incidental expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 201.

4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday.

Section 202. **Scope of Services.** The Authority shall provide all necessary labor and equipment to perform the services as follows, and will perform work in accordance with manufacturer’s specifications to maintain warranties.
1) **Operations and Maintenance Services:**

<table>
<thead>
<tr>
<th>Wastewater Collection System Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Weekly Services</strong></td>
</tr>
<tr>
<td>- Visual inspection of sanitary sewer pump station for proper operation</td>
</tr>
<tr>
<td>- General housekeeping of pump station</td>
</tr>
<tr>
<td>- Record key operation parameters (flow, equipment run hours, pump pressures)</td>
</tr>
<tr>
<td>- Visual inspection of wet well for grease build-up</td>
</tr>
</tbody>
</table>

2) **Miscellaneous Services:**

The following miscellaneous services are provided by the Authority at no additional cost to the Town:

- Transportation for Authority employees to complete the routine tasks described above
- Incorporation of the Town Facilities equipment into the Authority's Computerized Maintenance Management System (CMMS)
- Development of written preventative maintenance plans for the Town Facilities equipment
- Attendance at monthly Town Meetings, as requested
- Limited snow removal services for snowfalls of up to six inches per event.

3) **Additional Services:**

Any other tasks not included in the scope of services described above, such as: response to customer complaints, response to emergency situations, inspection of service connections, other technical assistance as requested, etc., all as requested of the Authority by the Town will be reimbursed at the labor rates agreed upon in this contract. Mileage will be charged at the effective mileage rate to and from the Warneck Pump Station.

The Town will be responsible for the costs of all laboratory, vendor maintenance (i.e., generator service, electrical contractor services, etc.), heavy equipment rental charges, materials and supplies.

4) **Future Development:**

Scope and cost of services is based on facilities described in the Town of Pamela Map, Plan and Report for Sewer District No. 9. Future development or changes not presented in these reports will result in re-negotiation of compensation for this Contract.
ARTICLE III - Emergency Procedures and Services

Section 301. Procedures. The Authority will exercise due diligence and prudent judgment in response to any emergency situation that may occur. The Authority will utilize documented Standard and Emergency Operating Procedures, prepared by the Authority, during both regular and emergency operations. The Authority will notify the Town Representative of any emergency and actions taken, as soon as practicable.

Section 302. Payment. The Authority staff will provide 24-hour coverage for alarm and emergency responses. All responses to emergencies during non-duty hours will be billed at the employee’s overtime burden compensation rate with a two-hour minimum, and all equipment used for emergencies will be billed in accordance with the rates specified in Section 503 and the current Development Authority Equipment Rental Rates provided to the Town. Mileage from the Warneck Pump Station to and from the work site will be reimbursed at the current Federal Mileage Rate.

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be one (2) years commencing March 1, 2018 and ending February 29, 2020.

Section 402. Additional Term. The Town, by written notice to the Authority, on or before 30 days of the expiration of this Agreement, may extend the term of this Agreement for a period not less than one nor more than five years, upon the same terms and conditions except annual compensation, which shall be established by mutual agreement of the parties.

ARTICLE V - Compensation

Section 501. Compensation. For all services required under Section 202-1, 2, and 3 of this Agreement, the Authority shall be compensated as follows, payable one-twelfth thereof monthly, and within 30 days following receipt by the Town of a proper invoice covering the month in which such service was rendered. The cost of the contract will be reviewed and increased as additional connections are added to the system. Contract price will be reviewed and agreed upon prior to end of contract term.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Base DANC Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3/1/2018 to 2/28/2019</td>
<td>$3,184</td>
</tr>
<tr>
<td>2</td>
<td>3/1/2019 to 2/29/2020</td>
<td>$3,280</td>
</tr>
</tbody>
</table>

Section 502. Emergency-related equipment, labor and material. The Board shall pay the Authority the cost of equipment rental, labor and material used and incurred by the
Authority in coping with an emergency. The Board will make payment within 30 days following receipt by the Board of a proper invoice of such costs so incurred.

Section 503. **Additional Work.** The Town shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Town shall approve the cost of labor, equipment and materials in advance, unless the situation is deemed an emergency such that immediate response is required.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Engineer</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td>$105</td>
<td>NA</td>
</tr>
<tr>
<td>WQ Supervisor 1</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>WQ Supervisor 2</td>
<td>$78</td>
<td>NA</td>
</tr>
<tr>
<td>WQ Supervisor Trainee</td>
<td>$60</td>
<td>$74</td>
</tr>
<tr>
<td>Water Quality Coordinator</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$75</td>
<td>$98</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$75</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$55</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Tech</td>
<td>$50</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$60</td>
<td>$74</td>
</tr>
<tr>
<td>Lead Operator</td>
<td>$62</td>
<td>$78</td>
</tr>
<tr>
<td>Operator</td>
<td>$57</td>
<td>$71</td>
</tr>
<tr>
<td>Technician</td>
<td>$50</td>
<td>$63</td>
</tr>
<tr>
<td>Admin</td>
<td>$59</td>
<td>$76</td>
</tr>
</tbody>
</table>

**ARTICLE VI - Town Responsibilities**

Section 601. **Town Facilities.** The Town shall make available to the Authority the facilities described in this Agreement. The Town and its authorized representatives retain all rights of access to the facilities.
Section 602. Easements and Licenses. The Town shall maintain all easements, licenses and permits that have been granted as owner of the Town Facilities and procure all others necessary to operate and maintain such facilities.

Section 603. Purchases. The Authority will maintain an adequate inventory of equipment, chemicals, fuels, lubricants and supplies necessary to operate and maintain the Town Facilities, and shall advise the Town of necessary replacements and additions to such inventory. The Authority, in cooperation with the Town, shall order such inventory and the Town shall be invoiced by the Authority, for such inventory. The receipt, proper use and record keeping thereof, shall be the Authority’s responsibility.

Section 604. Snow Removal. The Town will be responsible for:

1) Major or excessive snow falls which cannot be handled by the Authority’s standard four-wheel drive pickup truck with plow.
2) Clearing after multiple plowing due to limited space.
3) In extreme conditions, snow removal as requested by the Authority.

ARTICLE VII - Termination

Section 701. Termination. The Town and/or Authority may terminate this Agreement with or without cause upon 90 days prior written notice, provided, however, that the Town shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VIII – Insurance/Liability

Section 801. Insurance. The Town shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Town, its officers, employees, agents or contractors pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority shall secure and maintain insurance satisfactory to the Town. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney’s fees for loss, damage or injury to persons or property resulting in any manner from 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.

Section 802. Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service.
occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

ARTICLE IX - Accounts

Section 901. Accounts and Audits. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

ARTICLE X – Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Town's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

Section 1002. Authority Status. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

Section 1003. Waiver. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself or of any subsequent breach thereof.

Section 1004. Governing Laws. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. Section 1006. Superseding. This Agreement supersedes former similar agreements between the parties, pertaining to the facilities described in this document.
All other agreements are hereby terminated, except as to those provisions intended to survive such termination.

Section 1007. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

EXHIBIT A – Resolution by Town Board to enter into this Agreement with the Development Authority of the North Country

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

TOWN OF PAMELIA

By: Scott Allen
   Town Supervisor

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: James W. Wright
   Executive Director

ACKNOWLEDGEMENTS:

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

On this 13 day of February, 2018, before me personally came SCOTT ALLEN, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Town of Pamela Supervisor described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

NOTARY PUBLIC

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

On this _____ day of ____________, 2018, before me personally came JAMES W. WRIGHT, who being duly sworn, did dispose and says that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the Authority described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Authority.