AMENDMENT NO. 2 TO TECHNICAL SERVICES AGREEMENT 
WITH THE ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT 
AGENCY FOR ENGINEERING AND REDEVELOPMENT PLANNING 
ASSISTANCE FOR THE FORMER JONES AND LAUGHLIN ORE 
PROCESSING FACILITY

Whereas, pursuant to Resolution No. 2015-06-75, the Development Authority of 
the North Country (Authority) and the St. Lawrence County Industrial Development 
Agency (SLCIDA) entered into an Agreement dated October 2, 2015 to provide 
Engineering Services and Redevelopment Planning services for the former Jones and 
Laughlin (J&L) Ore Processing Facility, for an amount not to exceed $30,000, and

Whereas, the scope of that Agreement involved providing coordination, 
ingineering, and redevelopment planning through completion of the engineering phase 
of the project in accordance with the tasks outlined in the Empire State Development 
(ESD) contract dated June 7, 2013 which required the completion of a structural 
demolition assessment and engineering study to remove the buildings on the J&L site, 
and

Whereas, the SLCIDA requested that the Authority provide construction phase 
services during the Phase 1 project to include part-time site inspection, review of 
contractor payment applications and submittals, review of proposed changes in scope 
of work, coordination with regulatory agencies, scheduling of construction progress 
meetings with contractor and project team, coordination with funding agencies, MWBE 
reporting required by funding agencies, and monthly project status reporting to project 
stakeholder, for an additional cost of $28,300 in accordance with Amendment No. 1, 
and

Whereas, the Phase 1 project was scheduled to be completed in December 2016 
but due to the contractor requesting to terminate their contract, the project will not 
proceed until the 2017; and the SLCIDA has requested that the Authority assist with the 
resolution of closing out the existing contractor’s contract in accordance with funding 
agency requirements, revising the project budget, revising the project MWBE 
compliance plan, and overseeing the re-bidding of the remainder of the Phase 1 project 
in 2017, for an additional cost of $7,700.
Now, upon the recommendation of the Facilities Committee, therefore be it

RESOLVED, that the Technical Services Agreement Amendment No. 2, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $66,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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

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

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. 2017-02-01 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]
Gary Turck
Board Chairman
AMENDMENT NO. 2

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
FORMER JONES & LAUGHLIN ORE PROCESSING FACILITY

WHEREAS, the Development Authority of the North Country (Authority) and the St. Lawrence County Industrial Development Agency (SLCIDA) entered into an Agreement dated October 2, 2015 to provide Engineering Services and Redevelopment Planning services for the former Jones & Laughlin (J&L) Ore Processing Facility for an amount not to exceed $30,000, and

WHEREAS, the scope of that Agreement involved providing coordination, engineering, and redevelopment planning through completion of the engineering phase of the project in accordance with the tasks outlined in the Empire State Development (ESD) contract dated June 7, 2013 which required the completion of a structural demolition assessment and engineering study to remove the buildings on the J&L Site, and

WHEREAS, the SLCIDA requested that the Authority provide construction phase services during the Phase 1 project to include part-time site inspection, review of contractor payment applications and submittals, review of proposed changes in scope of work, coordination with regulatory agencies, scheduling of construction progress meetings with contractor and project team, coordination with funding agencies, M/WBE reporting required by funding agencies, and monthly project status reporting to project stakeholder, for an additional cost of $28,300 in accordance with Amendment No. 1, and

WHEREAS, the Phase 1 project was scheduled to be completed in December 2016 but due to the contractor requesting to terminate their contract, the project will not proceed until the 2017; and the SLCIDA has requested that the Authority assist with the resolution of closing out the existing contractor’s contract in accordance with funding agency requirements, revising the project budget, revising the project M/WBE compliance plan, and overseeing the re-bidding of the remainder of the Phase 1 project in 2017, for an additional cost of $7,700.

NOW THEREFORE BE IT RESOLVED, that Technical Services Agreement Amendment No. 2, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $66,000, 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
TECHNICAL SERVICES AGREEMENT FOR TOWN OF FINE
WATERFRONT REVITALIZATION PROJECT PLANNING
AND GRANT ADMINISTRATION

Whereas, the Town of Fine has been awarded several New York State Department of State
(DOS) Waterfront Revitalization Grants to be utilized for projects that will improve tourism, and
aid in the redevelopment of the Clifton-Fine community. These grants have been used
successfully to complete several successful projects. The Town has lost key personnel that
previously administered these grants and no longer has the support staff to complete waterfront
revitalization projects without external assistance, and

Whereas, the Development Authority has extensive knowledge of the Towns of Clifton and
Fine and has successfully supported multiple projects in the Towns including the Wanakena
Footbridge Reconstruction project, water/sewer improvement projects, GIS data development
and hosting, Operation and Maintenance of the Newton Falls Water and Sewer Plants, as well
as completion of the Clifton-Fine Efficiency/Consolidation Study, and

Whereas, the Town has requested technical services from the Authority to provide
assistance with the Town's Waterfront Revitalization Grants, and

Whereas, the scope of the Authority's services will consist of the following tasks:
1) Grant Administration; 2) Project Management; 3) Design Phase Services; and
4) Construction Phase Services with a total cost to deliver these services that shall not exceed
$35,000.

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 $35,000, is hereby
approved. The Executive Director is hereby authorized and directed to execute said
Agreement.

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

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

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.
2017-02-02 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 23rd day of
February, 2017, and that same is a true and correct copy of such resolution. In testimony
whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATERFRONT REVITALIZATION PROJECT PLANNING & GRANT ADMINISTRATION,

WITH THE

TOWN OF FINE

This Agreement entered into this ____ day of _________ 2016, 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 has been awarded several NYS Department of State (DOS) Waterfront Revitalization grants to be utilized for projects that will improve tourism, and aid in the redevelopment of the Clifton-Fine community. These grants have been used successfully to complete several successful projects. The Town has lost key personnel that previously administered these grants and no longer has the support staff to complete waterfront revitalization projects without external assistance.

B. The Development Authority has extensive knowledge of the Towns of Clifton and Fine and has successfully supported multiple projects in the Towns including the Wanakena Footbridge Reconstruction project, water/sewer improvement projects, GIS data development and hosting, Operation and Maintenance of the Newton Falls Water and Sewer Plants, 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 Town’s Waterfront Revitalization Grants. 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
In consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Project will involve the following tasks: 1) Grant Administration; 2) Project Management; 3) Design Phase Services; and 4) Construction Phase Services. A description of each of these tasks follows. Tasks 2 through 4 will focus on the first phase of the project; Golf Course Visitor Center improvements. Future phases may address other Waterfront Revitalization Project priorities such as a Mountain Bike Connection Trail and a Branding Strategy. Additional services related to future phases will be authorized by separate amendment.

1.1 Grant Administration

The Authority will review existing Waterfront Revitalization contracts, budgets, Work Programs, progress reports and other project related documents to gain a thorough understanding of the baseline conditions for each grant. The Authority will modify budgets with the NYS Department of State to reflect current Town project priorities, complete progress reports required by NYSDOS, track and report on M/WBE compliance and other grant stipulations, maintain current project budgets versus actual costs, completing disbursement requests for reimbursement, completing project close-out documents, and other reports as required by the Town’s NYS Department of State Waterfront Revitalization grants.

1.2 Project Management

The Development Authority will assist the Towns with the management of the project by:
- Facilitating Project Stakeholder Committee Meetings;
- Developing detailed project budgets;
- Developing project scoping documents;
- Coordinating with vendors to obtain quotes, and facilitating execution of contracts with the Town to complete project tasks.

1.3 Design Phase Services

The Authority will provide limited design services for the Golf Course Visitor Center. This proposal assumes that the scope of the improvements to the Golf Course visitor center will be limited to the following: 1) new septic system; 2) new single handicap accessible bathroom; 3) new roof; 4) new electrical service (to be designed by others); 5) parking lot improvements; 6) new sign; and 7) non-structural façade improvements.

The Authority will also assist the Town with the completion of permitting and planning activities associated with the project including completion of basic SEQR, SHPO, and Jurisdictional Inquiry Form (JIF) submittal to the Adirondack Park Agency.
1.4 Construction Phase Services

The Authority will compile bid documents for construction activities, facilitate bid process, review bids and recommend award, oversee construction contracts, provide periodic inspection during construction, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punchlist, complete construction contract closeout.

2. 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>
<thead>
<tr>
<th><strong>Employee Wage Rate</strong></th>
<th><strong>Standard</strong></th>
<th><strong>Overtime</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$67</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer II</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
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<td>GIS Specialist</td>
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<tr>
<td>GIS Technician</td>
<td>$41</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
</tbody>
</table>

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.

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 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.

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.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  TOWN OF FINE

By: ___________________________  By: ___________________________

James W. Wright  Susan Westbrook
ACKNOWLEDGEMENTS

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

     On this ___ day of ____________, 2016, before me personally came Michael Dalton, who being duly sworn, did dispose and says that he resides in Canton, New York; that he is the duly authorized representative of the Town described herein, and which executed the foregoing instrument; and that he signed her name thereto by order of said Town.

___________________________
NOTARY PUBLIC

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

     On this ___ day of ____________, 2016, 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
FOR ASSET MANAGEMENT PLAN WITH THE VILLAGE OF CANTON

Whereas, the Village of Canton requested technical services from the Authority to conduct an inventory of water, wastewater, and general fund infrastructure; and to develop a plan for the Village to manage these assets, and

Whereas, the Authority previously developed Geographic Information System (GIS) datasets for wastewater collection and water distribution systems under a separate agreement with the Village and the Authority currently provides GIS hosting services for the Village under an agreement dated July 25, 2013, and

Whereas, the scope of the Authority’s services will consist of three tasks: 1) Research and Data Acquisition; 2) Plan Development; and 3) Presentation of results with a total cost to deliver these services that shall not exceed $14,500.

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 Canton, for a total not to exceed contract amount of $14,500, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2017-02-03 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]

Gary Turck
Board Chairman
BOARD OF DIRECTORS

TECHNICAL SERVICES AGREEMENT FOR GROUNDWATER TREATMENT AND DISTRIBUTION SYSTEM IMPROVEMENT PROJECT WITH THE VILLAGE OF HEUVELTON

Whereas, the Village contracts with the Authority for the operations and maintenance of their groundwater treatment and distribution system, wastewater treatment plant, and wastewater pump stations, and

Whereas, the Village has completed a preliminary engineering report which defines improvements that will be undertaken to improve their groundwater treatment and distribution system, and

Whereas, the Village is pursuing USDA Rural Development and New York State Environmental Facilities Corporation funding, and

Whereas, the Village has selected the Authority, at its board meeting on January 11, 2017, to assist with the Village’s water system improvement project, 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 Heuvelton, 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: A. MacKinnon
Seconded by: M. Murray

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

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. 2017-02-04 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]
Gary Turck
Board Chairman
SCADA SERVICES AGREEMENT FOR GROUNDWATER TREATMENT AND DISTRIBUTION SYSTEM IMPROVEMENT PROJECT WITH THE VILLAGE OF HEUVELTON

Whereas, the Village contracts with the Authority for the operations and maintenance of their groundwater treatment and distribution system, wastewater treatment plant, and wastewater pump stations, and

Whereas, the Authority has designed, installed, and maintained the Village’s existing SCADA (Supervisory Control and Data Acquisition) system, and

Whereas, the Village is desirous of receiving SCADA services in conjunction with their groundwater treatment and distribution system improvement project and selected the Authority to provide these services at their board meeting on January 11, 2017, and

Whereas, the total cost to deliver these services shall not exceed $20,000.

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

RESOLVED, that the SCADA Services Agreement, by and between the Authority and the Village of Heuvelton, for a total not to exceed contract amount of $20,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

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. 2017-02-05 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]
Gary Turck
Board Chairman
REGIONAL RECYCLING RECOGNITION OF WASTE DIVERSION MUNICIPAL PROJECTS WITH EFFECTIVE RECYCLING RESULTS

Whereas, the Development Authority of the North Country has responsibility for increasing waste diversion under the Local Materials Management Plan, and

Whereas, the Development Authority is achieving results through cooperative efforts with its county partners and municipalities, and

Whereas, during the year 2016, there were three successful initiatives which are worthy of acknowledgement and recognition on a regional basis, and

Whereas, these municipalities and their programs have produced a positive impact and increase in the volume of recyclables being diverted from the landfill.

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

RESOLVED, the Development Authority of the North Country's Board of Directors does herewith recognize and commend the following three municipalities for their successful programs:

Lewis County – Lewis County government for the successful implementation of a conversion to clear bags, start-up of single stream recycling and the construction of a single stream transfer station.

St. Lawrence County – Village of Massena for the successful implementation of a conversion to clear bags and enhanced oversight of their single stream recycling, saving the Village in excess of $40,000 in one year.

Jefferson County – Village of Black River for the successful commencement of Village-wide single stream recycling and transport, and be it further

RESOLVED, a certificate of recognition and a copy of this resolution shall be forwarded to the chief elected official of each municipality.

Motion by: T. Hefferson
Seconded by: J. Johnson, Jr.

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

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. 2017-02-06 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
APPROVING AMENDMENT TO THE FY 2017 MATERIALS MANAGEMENT DIVISION CAPITAL BUDGET FOR USED FORKLIFT

Whereas, the Development Authority of the North Country adopted a Capital Budget for the Materials Management Division for FY 2017, pursuant to Resolution No. 2016-03-28, and

Whereas, such Resolution authorized the acquisition of a Waste Dozer (Project 20151) at a cost not to exceed $400,000, and

Whereas, pursuant to a competitive procurement process, the Waste Dozer was purchased at a total cost of $282,573 resulting in the project being under budget by $117,427, and

Whereas, the Materials Management Facility owns a forklift which has reached the end of its useful life and has features that compromise the safe operation for tasks it performs, and

Whereas, the actual cost to replace such forklift is not to exceed $30,000, and

Whereas, Executive Management recommends that a used Forklift be purchased from the savings generated from the purchase of the Waste Dozer and recorded within the Materials Management Facility’s Project 20151.

Whereas, the Facilities Committee has reviewed Executive Management’s recommendation and concurs with such recommendation.

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

RESOLVED, by the Development Authority of the North Country that a used Forklift be purchased from the savings generated from the purchase of the Waste Dozer and recorded within the Materials Management Facility’s Project 20151, and be it further
RESOLVED, the Comptroller is hereby authorized to make the necessary capital budget adjustments.

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

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

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. 2017-02-07 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck  
Board Chairman
Whereas, Resolution No. 2016-05-62 authorized the Executive Director to enter into an agreement with the Village of Massena to provide housing office administration and program delivery services, and

Whereas, Development Authority staff submitted an application to the New York State Office of Community Renewal’s Community Development Block Grant (CDBG) Program on behalf of the Village of Massena, and

Whereas, the Village was notified on December 19, 2016 that it was awarded $400,000 in CDBG funds to administer a village-wide first-time homebuyer program, and

Whereas, the application identified the Development Authority as sub-recipient of funding to provide grant administration and program delivery, and

Whereas, the Sub-Recipient Agreement between the Development Authority and the Village sets forth the roles and responsibilities of each, as identified in the application to the New York State Office of Community Renewal, in delivering the CDBG Program, and

Whereas, the Regional Development and Engineering Division staffs will work together with Village staff to administer this program, and

Whereas, the Authority is a sub-recipient of CDBG funds on behalf of the Village of Massena in administering and delivering their 2016 CDBG award and will be required to pass all CDBG funds through the Authority’s books.
Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the Sub-Recipient Agreement between the Village of Massena and the Development Authority of the North Country to administer CDBG funds and authorizes the Executive Director to execute all appropriate documents necessary to execute the agreement and administer and deliver the program.

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

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

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. 2017-02-08 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]
Gary Turck
Board Chairman
SUB RECIPIENT AGREEMENT

Made this ___ day of ______, 2017 by and between Development Authority of the North Country with principal offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York, 13601, hereinafter referred to as the “Authority” and the Village of Massena located at 60 Main Street, Massena, New York 13662, hereinafter referred to as the “Village”.

WHEREAS, the Authority is a Public Benefit Corporation created by the New York State Legislature in 1985 to serve the common interests of Jefferson, Lewis & St. Lawrence Counties. The Development Authority has the capacity to provide technical services and personnel for administering and delivering a housing rehabilitation program as related to this agreement; and

WHEREAS, the Village has been awarded a $400,000 grant from the New York State Office of Community Renewal Community Development Block Grant Small Cities Program, hereinafter referred to as the “CDBG Program,” to run a first time homebuyer housing program, for low and moderate-income individuals; and

WHEREAS, the Village, acting through its duly constituted Village Board of Trustees, desires to engage the Authority to provide grant administration and program delivery services; and

WHEREAS, the Authority agrees to provide services for the purposes set forth in Appendix “A” annexed hereto, and made a part thereof, hereinafter referred to as the Sub-Recipient Agreement

WITNESSETH:

IT IS MUTUALLY AGREED, between the parties as follows:

1. **TERM** – The term of this agreement shall begin December 15, 2016 and end on December 15, 2018, unless extended for a period by agreement of the Authority, Village, and the New York State Office of Community Renewal.

2. **STATEMENT OF WORK** – The Authority, as sub-recipient, shall provide grant administrative and program delivery services necessary to carry out a program of housing rehabilitation, as described in the Statement of Work, annexed hereto and referred to as “Appendix A”. The Village, in its role as grant recipient, shall carry out its responsibilities as described in Appendix “A”.

3. **CONSIDERATION** – In consideration of Authority’s services maintained and provided hereunder, the Village, subject to the provisions hereinafter set forth, shall pay to the Authority for the services provided in amounts not to exceed,

   i.) Grant Administrative Services: $10,000.00
   ii.) Program Delivery Services: $48,000.00

1
The Village agrees to accept, in full consideration of the grant recipient services to be performed under this Agreement as described in Appendix “A” annexed hereto, an amount not to exceed $5,000.0

a. These amounts are subject to modification upon subsequent agreement among the Village, Authority, and the Office of Community Renewal.

b. All payments made by the Village to the Authority during the term of this Agreement shall be made following the submission, by the Authority, of a request for payment accompanied by appropriate documentation substantiating the work completed, and for which payment is requested.

4. RECORDS AND REPORTS – The Authority shall furnish the Village, a monthly progress report, outlining the activities completed during the previous month, and a general accounting of the costs of said activities. This report shall be prepared in a format agreed upon by Authority and the Village. The Authority will also submit all necessary information to assist the Village in the preparation of the CDBG Small Cities Project Status Report and Semi-Annual Progress Report.

At least on a semi-annual basis, the Authority shall provide to the Village in hard copy or electronic copy all documents related to the grant.

5. UNIFORM ADMINISTRATIVE REQUIREMENTS – The Authority shall comply with all applicable uniform administrative requirements as described in Small Cities Rules and Regulations Section 570.502.

6. CONSTRUCTION CONTRACT PROVISIONS – All contracts entered into by the Authority or the Village in implementing the housing rehabilitation program described herein, shall include the following, as appropriate:


b. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) – All contracts and subgrants in excess of $2000 for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or
subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

c. **Davis Bacon Act, as amended (40 U.S.C. 276a to a-7) –** When required by Federal grant program legislation, all construction contracts awarded by recipients and subrecipients of more than $2000 shall include provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a-a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.

d. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) –** Where applicable, all contracts awarded in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. **Breach of Contract –** All contracts between the Authority and contractors for services pursuant to the housing rehabilitation program described herein shall contain contractual provisions that allow for all available administrative, contractual, or legal remedies in instances by which a
contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.

f. **Applicable Federal Law and Regulations** – This contract and all contracts between Development Authority and contractors are subject to Section 3 of the Housing and Community Development Act of 1968, as amended, and the regulations promulgated there under found at 24 CFR Subtitle B, Ch. 1, Subpart A, Part 135.

g. **Access to Records** – The Village, Office of Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Development Authority which are directly pertinent to the housing rehabilitation program described herein for the purpose of making audits, examinations, excerpts and transcriptions. Likewise, all contracts between Development Authority and contractors shall include a provision to the effect that the Village, Development Authority, Office of Community Renewal, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the housing rehabilitation program described herein for the purpose of making audits, examinations, excerpts and transcriptions.

7. **OTHER PROGRAM REQUIREMENTS** – The Authority shall carry out all activities under this Agreement in compliance with all Federal laws and regulations described in Small Cities Rules and Regulations Subpart K, except that:

A. The Authority does not assume the Village’s environmental responsibilities described in Small Cities Rules and Regulations Section 570.604; and

B. The Authority does not assume the Village’s responsibilities for initiating the review process under the provisions of 24 CFR Part 52.

8. **SUSPENSION AND TERMINATION** – In accordance with 24 CFR 85.43, suspension or termination of this agreement may occur if the Authority materially fails to comply with any term of the grant award, and further, the award may be terminated for convenience in accordance with 24 CRF 85.44.

9. **REVERSION OF ASSETS** - Upon the expiration of the Agreement, the Authority shall transfer to the Village any NYS CDBG funds on hand at the time of expiration and any accounts receivable that are attributable to the use of NYS CDBG funds. Any real property under the Authority’s control that was acquired or improved in whole or in part with NYS CDBG funds, including NYS CDBG funds provided to the Authority in the form of a loan, in excess of $25,000 is either: a. Used to meet one of the national objectives until five (5)
years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the Village; or b. Not used in accordance with meeting a national objective, in which event the Authority shall pay to the Village an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-NYS CDBG funds for the acquisition of, or improvements to, the property. The payment is program income to the Village. (No payment is required after period of time specified.)

10. **PROGRAM INCOME** – The receipt and expenditure of program income as defined in Section 570.500(a) shall be recorded as part of the financial transactions of the grant program.

Any Program Income or accounts receivable attributable to the use of CDBG funds or any real property under the Authority’s control that was acquired or improved in whole or in part with CDBG funds shall be returned to the Village. The Village will dispose of the funds in accordance with Section 570.504(2).

Any Program Income on hand when the agreement expires, or received after the agreement’s expiration, shall be paid to the Village as required by Section 570.503(b)(8).

11. **INSURANCE** – The Authority agrees to maintain insurances as specified by attached Appendix “B” and shall provide the Village Risk Manager or designee with a certificate of insurance naming Village as an additional insured.

12. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS** – It is mutually agreed that all rules, regulations and laws pertaining hereto, including but not limited to, 24 CFR Parts 85 and 570, shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

In acceptance of this Agreement, the Authority covenants and certifies that it will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto, including but not limited to, 24 CFR Parts 85 and 570, regarding work on municipal contracts, matters of employment, length of hours, works’ compensation and human rights.

The Laws of the State of New York shall control the within agreement.

The parties to this agreement further agree that all activities pursuant to this contract shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended
(33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. **CONFLICT OF INTEREST** – The Authority will refer any apparent conflicts of interest that may occur in its delivery of the work entailed by this agreement, whether involving a person who applies for a benefit assisted by CDBG funds, or a contractor bidding for work under the grant, to the Village to examine and satisfy necessary compliance with the office of Community Renewal Conflict of Interest requirements.

14. **LICENSES** – The Authority hereby agrees that it will assure that contractors working as part of this program obtain all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work. Fees for building permits necessary for any project done pursuant to this program shall be considered project costs, and paid form the budget for “Housing Rehabilitation” as described in Section 3.a. of this agreement.

15. **INDEPENDENT CONTRACTOR STATUS** – The Authority covenants and agrees that it will conduct itself consistent with its status, said status begin that of a sub recipient and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Village, for such purposes as, but not limited to, Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

16. **HOLD HARMLESS** – The Authority shall at all times save harmless the Village, its agents and employees, and the New York State Office of Community Renewal, its agents and employees, from all claims, damages or judgments based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the other and in particular as may arise from the performance under this contract.

The Village shall at all times save harmless the Authority, its agents and employees, and the New York State Office of Community Renewal, its agents and employees, from all claims, damages or judgments based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the other and in particular as may arise from the performance under this contract.

17. **AUDIT** – The Village shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Authority shall provide the Village with appropriate documentation should the Village wish to conduct an audit relative to the expenditure of the funds pursuant to this agreement.

18. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS** – It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Program Budget. The Authority specifically acknowledges its responsibility to examine the
Program Budget to assure itself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Village Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. This contract shall be deemed executory only to the extent of money available to the Village for the performance of the terms hereof and no liability on account thereof shall be incurred by the Village beyond monies available for the purpose thereof.

In accordance with Section 41 of the State Finance Law, the Village shall have no liability under this Sub Recipient Agreement to the Authority or to anyone else beyond funds appropriated and available for this contract.

19. **ASSIGNABILITY** – This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Village and the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the day and year first above written.

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**VILLAGE OF MASSENA**

By: __________________________

Title: MAYOR

Date: ________________________

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

By: __________________________

Title: Executive Director

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

On this _____ day of _______, 2017, before me personally came _______________ to me known, who being by me duly sworn, did depose and say that he resides in ___________, New York; that he is the Village Mayor, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Village of Massena Board of Trustees.

________________________________________________________________________
Notary Public

STATE OF NEW YORK) ss:
COUNTY OF JEFFERSON)

On this _____ day of _______, 2017, before me personally came _______________ to me known, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

________________________________________________________________________
Notary Public
APPENDIX A

STATEMENT OF WORK

I.) In its role as Grant Administrator, the Authority shall:

a. Prepare all necessary paperwork for submission to the Village for fund drawdowns;
b. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program,
c. Assist local officials with the organization of books and accounts required,
d. Establish a filing system for the program and maintain records,
e. Assist the Village with the Environmental Review Requirements necessary for program,
f. Application intake and processing for eligibility,
g. Review pool of contractors for eligibility and market for new contractors to expand pool of eligible firms, if necessary,
h. Scheduling of inspections with in-house Construction Consultant and others, if necessary,
i. Assist Village with all reporting necessary during and at program completion.

II.) In its role in providing Program Delivery, the Authority shall be responsible for all of the day-to-day activities surrounding the rehabilitation components of this housing program, including but not limited to, the following:

a. Solicit through a public outreach process, consistent with the application criteria, potential clients to the CDBG program;
b. Screen potential clients for income eligibility and other program criteria;
c. Identify and recommend eligible clients for assistance through the CDBG program;
d. Conduct inspections and take photographs to identify and describe structural, mechanical or other building system defects in accordance with program policy guidelines;
e. Review and coordinate scope of work items identified by the Lead Based Paint Risk Assessment, Weatherization Program Assessment, and/or Green Jobs/Green New York or other NYSERDA program audits as identified on a project by project basis, if necessary;
f. Develop a written set of specifications to include items identified in Section II.e. above, if necessary;
g. Prepare an Environmental Review Form for each project file, and prepare and submit project packet to be sent to New York State Office of Historic Preservation and local Codes Office for review and clearance;
h. Upon receipt of approvals, prepare final work items and in-house cost estimate for bidding purposes, if necessary,
i. Meet with homeowner to go through scope of work items;
j. Send bid packets to qualified contractors (3);
k. Review contractor proposals for completeness and prepare comparison sheet;
l. Review contractor proposals and make recommendations based on program guidelines;
m. Schedule meeting with homeowner to select contractor;
n. Draft project agreement;
o. Meet with homeowner and contractor to review work items and sign projector agreement. The Agreement is between the Homeowner and the Contractor. Notice to proceed is issued.
p. Conduct 50% completion inspection and obtain photos, and approve payment requests;
q. Conduct final inspection and obtain photos, approve payment requests;
r. Close out project file.

III. In its role as grant recipient, the Village shall:

a. Establish a non-interest bearing checking account specifically for CDBG eligible activities;
b. Process payment requests to OCR;
c. Maintain bank records and accounts for CDBG;
d. Perform the Environmental Review as required in the Small Cities Rules and Regulations Section 570.604;
e.Monitor compliance with CDBG and Office of Community Renewal requirements, as outlined in the Small Cities Grant Administration Manual;
f. Complete all necessary reporting to OCR;
g. Upon project completion, record Note and Mortgage in Clerk’s Office;
h. Assist Development Authority in marketing the program to potential clients.
APPENDIX B

INSURANCE REQUIREMENTS
APPROVING SUB-RECIPIENT AGREEMENT BETWEEN THE
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND THE TOWN OF WILNA TO IMPLEMENT CDBG PROGRAM

Whereas, Resolution No. 2016-05-64 authorized Development Authority staff to submit
an application to the New York State Office of Community Renewal’s Community Development
Block Grant (CDBG) Program on behalf of the Town of Wilna, and

Whereas, the Town was notified on December 19, 2016 that it was awarded $400,000 in
CDBG funds to administer a town-wide owner-occupied rehabilitation program, and

Whereas, the application identified the Development Authority as sub-recipient of
funding to provide grant administration and program delivery, and

Whereas, the Sub-Recipient Agreement between the Development Authority and the
Town sets forth the roles and responsibilities of each, as identified in the application to the New
York State Office of Community Renewal, in delivering the CDBG Program, and

Whereas, the Regional Development and Engineering Division staffs will work together
with Town staff to administer this program, and

Whereas, the Authority is a sub-recipient of CDBG funds on behalf of the Town of Wilna
in administering and delivering their 2016 CDBG award and will be required to pass all CDBG
funds through the Authority’s books.

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

RESOLVED, the Development Authority of the North Country does hereby approve
the Sub-Recipient Agreement between the Town of Wilna and the Development Authority
of the North Country to administer CDBG funds and authorizes the Executive Director to
execute all appropriate documents necessary to execute the agreement and administer
and deliver the program.

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

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

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.
2017-02-09 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 23rd day of
February, 2017, and that same is a true and correct copy of such resolution. In testimony
whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
SUB RECIPIENT AGREEMENT

Made this ___ day of _____, 2017 by and between Development Authority of the North Country with principal offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York, 13601, hereinafter referred to as the “Authority” and the Town of Wilna located at 414 State Street, Carthage, New York 13619, hereinafter referred to as the “Town”.

WHEREAS, the Authority is a Public Benefit Corporation created by the New York State Legislature in 1985 to serve the common interests of Jefferson, Lewis & St. Lawrence Counties. The Development Authority has the capacity to provide technical services and personnel for administering and delivering a housing rehabilitation program as related to this agreement; and

WHEREAS, the Town of Wilna has been awarded a $400,000 grant from the New York State Office of Community Renewal Community Development Block Grant Small Cities Program, hereinafter referred to as the “CDBG Program,” to run a housing rehabilitation program, for low and moderate-income individuals; and

WHEREAS, the Town, acting through its duly constituted Town Board, desires to engage the Authority to provide grant administration and program delivery services; and

WHEREAS, the Authority agrees to provide services for the purposes set forth in Appendix “A” annexed hereto, and made a part thereof, hereinafter referred to as the Sub-Recipient Agreement

WITNESSETH:

IT IS MUTUALLY AGREED, between the parties as follows:

1. TERM – The term of this agreement shall begin December 15, 2016 and end on December 15, 2018, unless extended for a period by agreement of the Authority, Town, and the New York State Office of Community Renewal.

2. STATEMENT OF WORK – The Authority, as sub-recipient, shall provide grant administrative and program delivery services necessary to carry out a program of housing rehabilitation, as described in the Statement of Work, annexed hereto and referred to as “Appendix A”. The Town, in its role as grant recipient, shall carry out its responsibilities as described in Appendix “A”.

3. CONSIDERATION – In consideration of Authority’s services maintained and provided hereunder, the Town, subject to the provisions hereinafter set forth, shall pay to the Authority for the services provided in amounts not to exceed,

   i.) Grant Administrative Services: $10,000.00
   ii.) Program Delivery Services: $48,000.00
The Town agrees to accept, in full consideration of the grant recipient services to be performed under this Agreement as described in Appendix “A” annexed hereto, an amount not to exceed $5,000.0

a. These amounts are subject to modification upon subsequent agreement among the Town, Authority, and the Office of Community Renewal.

b. All payments made by the Town to the Authority during the term of this Agreement shall be made following the submission, by the Authority, of a request for payment accompanied by appropriate documentation substantiating the work completed, and for which payment is requested.

4. RECORDS AND REPORTS – The Authority shall furnish the Town, a monthly progress report, outlining the activities completed during the previous month, and a general accounting of the costs of said activities. This report shall be prepared in a format agreed upon by Authority and the Town. The Authority will also submit all necessary information to assist the Town in the preparation of the CDBG Small Cities Project Status Report and Semi-Annual Progress Report.

At least on a semi-annual basis, the Authority shall provide to the Village in hard copy or electronic copy all documents related to the grant.

5. UNIFORM ADMINISTRATIVE REQUIREMENTS – The Authority shall comply with all applicable uniform administrative requirements as described in Small Cities Rules and Regulations Section 570.502.

6. CONSTRUCTION CONTRACT PROVISIONS – All contracts entered into by the Authority or the Town in implementing the housing rehabilitation program described herein, shall include the following, as appropriate:


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The Laws of the State of New York shall control the within agreement.

The parties to this agreement further agree that all activities pursuant to this contract shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
13. **CONFLICT OF INTEREST** – The Authority will refer any apparent conflicts of interest that may occur in its delivery of the work entailed by this agreement, whether involving a person who applies for a benefit assisted by CDBG funds, or a contractor bidding for work under the grant, to the Town to examine and satisfy necessary compliance with the office of Community Renewal Conflict of Interest requirements.

14. **LICENSES** – The Authority hereby agrees that it will assure that contractors working as part of this program obtain all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work. Fees for building permits necessary for any project done pursuant to this program shall be considered project costs, and paid from the budget for “Housing Rehabilitation” as described in Section 3.a. of this agreement.

15. **INDEPENDENT CONTRACTOR STATUS** – The Authority covenants and agrees that it will conduct itself consistent with its status, said status begin that of a sub recipient and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Town, for such purposes as, but not limited to, Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit.

16. **HOLD HARMLESS** – The Authority shall at all times save harmless the Town, its agents and employees, and the New York State Office of Community Renewal, its agents and employees, from all claims, damages or judgments based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the other and in particular as may arise from the performance under this contract.

The Town shall at all times save harmless the Authority, its agents and employees, and the New York State Office of Community Renewal, its agents and employees, from all claims, damages or judgments based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the other and in particular as may arise from the performance under this contract.

17. **AUDIT** – The Town shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Authority shall provide the Town with appropriate documentation should the Town wish to conduct an audit relative to the expenditure of the funds pursuant to this agreement.

18. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS** – It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Program Budget. The Authority specifically acknowledges its responsibility to examine the Program Budget to assure itself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Town Legislature, should the contract price exceed the amount appropriated for the
object purpose of the contract. This contract shall be deemed executory only to the extent of money available to the Town for the performance of the terms hereof and no liability on account thereof shall be incurred by the Town beyond monies available for the purpose thereof.

In accordance with Section 41 of the State Finance Law, the Town shall have no liability under this Sub Recipient Agreement to the Authority or to anyone else beyond funds appropriated and available for this contract.

19. **ASSIGNABILITY** – This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Town and the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the day and year first above written.

**TOWN OF WILNA**

By: [Signature]

Title: Town Supervisor

Date: 1/2/17

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

By: [Signature]

Title: Executive Director

Date: [Signature]
STATE OF NEW YORK)  
COUNTY OF JEFFERSON)

On this 26th day of January, 2017, before me personally came to me known, who being by me duly sworn, did depose and say that he resides in Carthage, New York; that he is the Town Supervisor, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Town of Wilna Board.

______________________________  
Notary Public

LORI BORLAND
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4765542
QUALIFIED IN JEFFERSON COUNTY
COMMISSION EXPIRES 6/30/19

STATE OF NEW YORK)  
COUNTY OF JEFFERSON)

On this _____ day of ______, 2017, before me personally came to me known, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is the Executive Director of the Development Authority of the North Country, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

______________________________  
Notary Public
APPENDIX A

STATEMENT OF WORK

I.) In its role as Grant Administrator, the Authority shall:

a. Prepare all necessary paperwork for submission to the Town for fund drawdowns;
b. Review grant award documents and advise local officials regarding any special conditions that might affect the design or operation of the local program,
c. Assist local officials with the organization of books and accounts required,
d. Establish a filing system for the program and maintain records,
e. Assist the Town with the Environmental Review Requirements necessary for program,
f. Application intake and processing for eligibility,
g. Review pool of contractors for eligibility and market for new contractors to expand pool of eligible firms.
h. Scheduling of inspections with in-house Construction Consultant and others,
i. Assist Town with all reporting necessary during and at program completion.

II.) In its role in providing Program Delivery, the Authority shall be responsible for all of the day-to-day activities surrounding the rehabilitation components of this housing program, including but not limited to, the following:

a. Solicit through a public outreach process, consistent with the application criteria, potential clients to the CDBG program;
b. Screen potential clients for income eligibility and other program criteria;
c. Identify and recommend eligible clients for assistance through the CDBG program;
d. Conduct inspections and take photographs to identify and describe structural, mechanical or other building system defects in accordance with program policy guidelines;
e. Review and coordinate scope of work items identified by the Lead Based Paint Risk Assessment, Weatherization Program Assessment, and/or Green Jobs/Green New York or other NYSERDA program audits as identified on a project by project basis;
f. Develop a written set of specifications to include items identified in Section II.e. above;
g. Prepare an Environmental Review Form for each project file, and prepare and submit project packet to be sent to New York State Office of Historic Preservation and local Codes Office for review and clearance;
h. Upon receipt of approvals, prepare final work items and in-house cost estimate for bidding purposes;
i. Meet with homeowner to go through scope of work items;
i. Send bid packets to qualified contractors (3);
k. Review contractor proposals for completeness and prepare comparison sheet;
l. Review contractor proposals and make recommendations based on program guidelines;
m. Schedule meeting with homeowner to select contractor;
n. Draft project agreement;
o. Meet with homeowner and contractor to review work items and sign projector agreement. The Agreement is between the Homeowner and the Contractor. Notice to proceed is issued.
p. Conduct 50% completion inspection and obtain photos, and approve payment requests;
q. Conduct final inspection and obtain photos, approve payment requests;
r. Close out project file.

III. In its role as grant recipient, the Town shall:

a. Establish a non-interest bearing checking account specifically for CDBG eligible activities;
b. Process payment requests to OCR;
c. Maintain bank records and accounts for CDBG;
d. Perform the Environmental Review as required in the Small Cities Rules and Regulations Section 570.604;
e. Monitor compliance with CDBG and Office of Community Renewal requirements, as outlined in the Small Cities Grant Administration Manual;
f. Complete all necessary reporting to OCR;
g. Upon project completion, record Note and Mortgage in Clerk’s Office;
h. Assist Development Authority in marketing the program to potential clients.
APPENDIX B

INSURANCE REQUIREMENTS
APPROVING LOAN MODIFICATION FOR CLARK DECKER

Whereas, at its meeting on February 25, 2016 the Project Development Committee approved an interest-only loan payment by Clark Decker on his Farmland Drainage Loan, and

Whereas, Mr. Decker made the interest-only payment, and

Whereas, Mr. Decker's loan ballooned on October 16, 2016 in the amount of $3,725.34, and

Whereas, Mr. Decker made a payment on November 7, 2016 in the amount of $470.56, and

Whereas, Mr. Decker is requesting an additional nine months in order to pay the balance of his loan as he works through cash flow issues associated with low milk prices.

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

RESOLVED, the Development Authority of the North Country does hereby approve a loan modification for Clark Decker to extend the term of his loan for an additional nine months through June 30, 2017, and authorizes the Executive Director to execute all necessary documentation.

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

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

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. 2017-02-10 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
Dear [Name],

Thank you for your communication of [Date].

Unfortunately, I am unable to assist at this time. In the event you have any questions or concerns, I will be in touch.

Attending this year, our main priority in [Organization].

The year 2015 and 2016 have seen [Organization].

On 11/1/16,

[Organization] and [Organization] have...
APPROVING LOAN TO NEIGHBORS OF WATERTOWN, INC. FROM COMMUNITY RENTAL HOUSING PROGRAM TO RENOVATE PROPERTY LOCATED AT 825 ACADEMY STREET, WATERTOWN

Whereas, Resolution No. 2015-10-109 established the Neighbors of Watertown, Development Authority of the North Country, and City of Watertown (NDC) Housing Rehabilitation Program within the Community Rental Housing Program, setting aside $200,000 in funding, and

Whereas, Resolution No. 2016-02-14 established the Regional Redevelopment Housing Program within the Community Rental Housing Program, and

Whereas, the City of Watertown is willing to sell to Neighbors of Watertown the property located at 825 Academy Street, and

Whereas, Neighbors of Watertown is willing to renovate the 2-family duplex to sell upon completion, and

Whereas, the Authority will provide a construction loan through the NDC Program in the amount of $68,934, and

Whereas, the Authority will provide a construction loan through the Regional Redevelopment Housing Program in the amount of $41,533, and

Whereas, the Authority will provide a grant subsidy from the Regional Redevelopment Housing Program in the amount of $41,533, and

Whereas, the Authority will be repaid its loans upon the sale of the property.

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

RESOLVED, the Development Authority of the North Country does hereby approve a loan not to exceed $110,467 from the Community Rental Housing Program to Neighbors of Watertown, Inc. for the renovation of 825 Academy Street, Watertown, and authorizes the Executive Director to execute all appropriate documents necessary to execute the loan, and be it further
RESOLVED, the Development Authority of the North Country does hereby approve a grant not to exceed $41,533 from the Community Rental Housing Program to Neighbors of Watertown, Inc. for the renovation of 825 Academy Street, Watertown, and authorizes the Executive Director to execute all appropriate documents necessary to execute the grant, 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 - Absent Hefferon - Yes Johnson – Yes Mastascusa - Absent
Carter – Yes Hollenbeck - Present MacKinnon – Yes Murray - Yes
Doheny – Present Hunt - Present McGrath - Absent Turck - Absent

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. 2017-02-11 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

[Signature]
Gary Turck
Board Chairman
TERM SHEET

Borrower: Neighbors of Watertown, Inc.

Loan Fund: Community Rental Housing Program

Amount: $152,000.00
Regional Redevelopment Housing Program –
$41,533.00 Loan/$41,533.00 Grant
NDC Program - $68,934

Loan Term: 24 months

Loan Rate: 1%, or 0%, if sold to an income-qualified homeowner. An
income-qualified household is being defined as a household
with an income at or below 90% of the area median income
at the time of the sale.

Loan Payment: Interest to accrue and be paid upon sale of the home

Collateral: First mortgage on real estate located at 825 Academy
Street, Watertown.
COMMUNITY RENTAL HOUSING PROGRAM

BORROWER: Neighbors of Watertown, Inc.

LOCATION:
Business: 112 Franklin Street, Watertown, NY 13601
Project: 825 Academy Street, Watertown, NY 13601

AMOUNT:
$152,000.00
Regional Redevelopment Housing Program - $41,533.00
loan/$41,533.00 Grant
NDC Program - $68,934

TERM: 24 Months

RATE: 1%, or 0%, if sold to an income-qualified homeowner. An income-qualified household is being defined as a household with an income at or below 90% of the area median income at the time of the sale.

PAYMENTS: Interest to accrue and be paid upon sale of the home

COLLATERAL: First mortgage on real estate located at 825 Academy Street, Watertown, NY 13601

USE OF FUNDS: Renovate 2-family duplex

<table>
<thead>
<tr>
<th>SOURCES OF FUNDS</th>
<th>USES OF FUNDS</th>
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</thead>
<tbody>
<tr>
<td>RRHP Loan</td>
<td>Rehabilitation</td>
</tr>
<tr>
<td>$41,533</td>
<td>$142,500</td>
</tr>
<tr>
<td>RRHP Grant</td>
<td>Contingency</td>
</tr>
<tr>
<td>$41,533</td>
<td>$ 2,647</td>
</tr>
<tr>
<td>NDC Loan</td>
<td>Closing Costs</td>
</tr>
<tr>
<td>$68,934</td>
<td>$ 3,600</td>
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<tr>
<td></td>
<td>Interim Costs</td>
</tr>
<tr>
<td></td>
<td>$ 3,253</td>
</tr>
<tr>
<td>Total Sources</td>
<td>Total Uses</td>
</tr>
<tr>
<td>$152,000</td>
<td>$152,000</td>
</tr>
</tbody>
</table>

BACKGROUND:

Resolution #2015-10-109 established the Neighbors of Watertown, Development Authority, and City of Watertown (NDC) Housing Rehabilitation Program within the Community Rental Housing Program setting aside $200,000. The NDC Program allows Neighbors of Watertown to take ownership of tax delinquent properties in the City of Watertown in order to rehabilitate and sell to eligible homeowners or renters.

Resolution #2016-02-14 established the Regional Redevelopment Housing Program within the Community Rental Housing Program. The Board approved setting aside $1 million from the CRHP to establish this grant/loan program to be utilized with the NDC program. The program allows for a max grant per unit of $25,000 and a max loan per unit of $25,000 not to exceed $50,000 in total grant/loan per unit. It was created to reduce blight in communities across the
region by renovating these properties. In some instances, the projects may need subsidies in order to make the project affordable to the neighborhood or community.

PROJECT:

Neighbors of Watertown, the Development Authority, and the City of Watertown entered into a Memorandum of Understanding (NDC Program) in 2016 to work together on improving the housing stock in the City of Watertown. Per the Agreement, Neighbors acquires properties from the City and then renovates and sells them utilizing construction financing from the Authority.

The property located at 825 Academy Street, City of Watertown, is the first home to be selected for the newly created Regional Redevelopment Housing Program. It will also utilize construction financing through the NDC Program as well. The duplex will be completely renovated and ready for resale.

The property is a 2 family duplex. The first floor unit is planned as a 2 or 3 bedroom unit at approximately 1,700 square feet. The 2nd floor unit will likely be a 2 bedroom unit at approximately 1,400 square feet. An “After Rehab Value” (ARV) Appraisal was completed and the ARV for this property once renovated is $123,000.
COMMUNITY RENTAL HOUSING PROGRAM

Since acquiring the home, the City has provided legal assistance, paid back taxes to the County, maintained the property (snow removal and lawn care) and will be removing a large tree on the property that will make the parcel more valuable.

The Development Authority as Lender will provide construction/bridge financing in the amount of up to $152,000 to Neighbors of Watertown to redevelop and make the home ready for sale. Neighbors will continue in its role as Developer until the home is sold.

**Funding Analysis**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All in costs (rehabilitation, contingency, closing costs, interim)</td>
<td>$152,000</td>
</tr>
<tr>
<td>Neighbors of Watertown Administrative Fee</td>
<td>$5,153</td>
</tr>
<tr>
<td>Realtor Fees assuming 6% of $123,000</td>
<td>$7,380</td>
</tr>
<tr>
<td>Total All In Costs</td>
<td>$164,533</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Sale Price (as completed value)</td>
<td>$123,000</td>
</tr>
<tr>
<td>Project Subsidy</td>
<td>$41,533</td>
</tr>
<tr>
<td>Per unit subsidy</td>
<td>$20,767</td>
</tr>
</tbody>
</table>

The plan is to have all work completed and the home ready for sale in the next 6-8 months. The loan term is longer to take into consideration time for the home to sell.

**Staff Recommendation**

Staff recommends a loan in the amount of $152,000 to Neighbors of Watertown funded as follows: $41,533 from CRHP Regional Redevelopment Housing Program as a grant, $41,533 from CRHP Regional Redevelopment Housing Program as a loan, and $68,934 from the CRHP NDC Program as a loan. The funds will be used to renovate the duplex located at 825 Academy Street, Watertown.
AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY AND FORT DRUM FOR COMMUNITY PLANNING COORDINATION AND COMMUNICATION

Whereas, the Development Authority of the North Country hired a Community Planner in August 2015 to assist with planning efforts in the three-county region, and

Whereas, Fort Drum personnel reductions have resulted in the loss of a Community Planner that served as a liaison between Fort Drum and surrounding communities, and

Whereas, Resolution No. 2016-08-96 authorized the modification to the Regional Development budget to implement the Fort Drum Joint Land Use Study which provides funding for the Authority's Community Planner to act as a liaison between Fort Drum and surrounding communities, and

Whereas, Resolution No. 2016-10-125 authorized an Empire State Development Grant for Fort Drum base retention economic support in the amount of $100,000 which also provides funding for the Authority's Community Planner as a liaison between Fort Drum and communities, and

Whereas, Fort Drum and the Authority would like to formally recognize the role of the Authority's Community Planner as a liaison between Fort Drum and the surrounding communities.

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 Memorandum of Understanding between the Development Authority of the North Country and Fort Drum for community planning coordination and communication through the Authority's Community Planner position.

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

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

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. 2017-02-12 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
MEMORANDUM OF AGREEMENT
BETWEEN
THE US ARMY, FORT DRUM, NEW YORK
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

SUBJECT: Tri-County community planning coordination and communication between the Development Authority of the North Country (Authority) and Fort Drum

1. References:
   a. Legal review from the Judge Advocate General’s Office.

2. Purpose. To establish a relationship between the Authority’s community planner and the Fort Drum’s Plans, Analysis, and Integration (PAI) office to communicate, coordinate, and synchronize effort related to off-post community planning activities and project development proposals that potential put the installation at risk of encroachment.

3. Problem. Fort Drum personnel reductions resulting in the elimination of an organic community planner that served as a liaison to off-post county, town, and municipal planning and zoning boards and provided a single-point of entry to the installation for planning-related questions or project reviews. Loss of the community planner position resulted in communication gaps between the installation and local off-post planning and zoning boards significantly degrading the installation’s holistic approach to encroachment protection efforts.

4. Substance of Agreement. This memorandum between Fort Drum and the Authority codifies the relationship between the Authority community planner and the PAI by outlining the following roles and responsibilities of the community planner and the PAI:
   a. This agreement applies to current and future aspects of local community planning activities putting the installation at potential risk of encroachment and installation programs designed to minimize or mitigate encroachment (e.g. Army Compatible Use Buffer (ACUB) Program, participation in the Joint Land Use Study (JLUS), etc.).

   b. The Authority community planner regularly attends off-post county, town, and municipal planning and zoning boards and other related activities to communicate installation encroachment concerns and provide off-post entities with a known and accessible single-point of entry to the installation for planning-related questions or project reviews.
c. The Authority community planner provides the PAI with off-post project proposals for installation review. The PAI provides the community planner with installation review feedback. The Authority community planner provides installation feedback to the appropriate off-post entity.

d. The Authority community planner has direct liaison Authority with the appropriate installation program manager in order to ascertain or clarify installation feedback.

e. The Authority community planner refers all official media questions related to installation encroachment issues and with the intent of obtaining an official installation position to the Fort Drum Public Affairs Office.

f. The PAI, to the greatest extent possible, makes all installation encroachment activities and appropriate program activities accessible. Such activities may include, but are not limited to, the Installation Planning Board, the Real Property Board, the Airfield Operations Board, etc. The PAI conducts monthly liaison meetings with the community planner.

5. This agreement shall become effective upon the date hereof and remain in full effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party giving 30 days' notice of said cancellation. During any period of renewal, the terms of the agreement shall remain the same and in full force and effect as set forth in this agreement or any modification hereof reduced to writing and executed by the parties. This agreement shall be reviewed on an annual basis.

6. The Office of Plans, Analysis, and Integration is the USAG Fort Drum proponent for any additional coordination/revision.

______________________________    ______________________________
BRYAN J. LASKE  JAMES W. WRIGHT
Colonel, US Army  Executive Director
Garrison Commander  Development Authority of the North
                     Country

______________________________    ______________________________
                     (DATE)                     (DATE)
GRANT OF EASEMENT TO NIAGARA MOHAWK POWER CORPORATION FOR NATURAL GAS SERVICE INSTALLATION AT DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY ARMY WATER LINE BOOSTER PUMP STATION NO. 1 FOR USE IN RELATION TO THE WATER QUALITY MANAGEMENT DIVISION EMERGENCY GENERATOR UPGRADES

Whereas, the Development Authority of the North Country owns and operates Booster Pump Station No. 1, located at 25115 NYS Route 3, Watertown, New York, and

Whereas, the Development Authority of the North Country is currently undertaking capital project number (42035), previously authorized by Resolution No. 2016-03-36, for Booster Pump Stations 1 and 2 Generator Replacement to convert the existing diesel fueled emergency backup generators to natural gas fueled emergency backup generators, and

Whereas, the Niagara Mohawk Power Corporation has requested a standard form Underground Gas Distribution Easement ("Grant of Easement") for the installation, repair, maintenance, and operation of natural gas service over Authority property to serve Booster Pump Station No. 1 and other Authority facilities, and

Whereas, the Grant of Easement benefits the Authority, consideration for the Grant of Easement is only $1.00, and the Authority possesses the legal authority to transfer easements, such as the Grant of Easement, to Niagara Mohawk Power Corporation, and

Whereas, the Jefferson County SPCA has agreed to a Grant of Easement to the Niagara Mohawk Power Corporation to install the gas transmission line on their property in order to facilitate gas service to Booster Pump Station No. 1, and

Whereas, the Jefferson County SPCA consideration for the Grant of Easement is $7,500.00, payable by the Development Authority of the North Country, and

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

RESOLVED, after due deliberation and consideration of all information received concerning the proposed Grant of Easement, including the Grant of Easement and completed SEQRA Short Form, as well as a thorough review of the proposed Action under applicable regulations of the New York State Environmental Quality Review Act ("SEQRA"), including, but not limited to the regulations contained in 6 NYCRR 617.4), the Authority hereby finds and determines: (a) the Board designates itself lead agency for purposes of reviewing the action in accordance with SEQRA; (b) the proposed action is unlisted; (c) there are no other involved agencies; (d) the action will not have any significant adverse impact on the environment because (i) the proposed
perpetual easement, which provides for the provision of underground service to the Authority by a public utility, is in harmony with the area in the vicinity of the easement's location and will not result in any negative impact on the environment; and (ii) the action will help to preserve and enhance the health, safety and welfare of the public by increasing the ability of the Authority and the grantee of the easement to provide essential public services to the public; and (e) that the Authority directs the preparation and filing of a negative declaration consistent with this resolution and the requirements of SEQRA; and be it further

RESOLVED that the Development Authority of the North Country hereby finds that the Grant of Easement benefits the Authority as it is necessary for the construction and operation of Booster Pump Station generators which further Authority activities by providing security, economic, and efficiency benefits, and further be it

RESOLVED, that the Development Authority of the North Country hereby finds that the Grant of Easement, is in the best interests of the Authority, furthers the Authority’s purposes, and hereby approves the Grant of Easement in a form substantially similar to the subject utility’s standard form Underground Gas Distribution Easement, subject to review and approval by the Executive Director and counsel, and further be it

RESOLVED, that the Executive Director and Authority counsel are hereby authorized to execute and to file the Grant of Easement, as well as any and all other necessary documentation required to give effect to the Grant of Easement (including but not limited to TP 584), and to take such other lawful actions as may be required to give effect to the intent of this Resolution and the Grant of Easement, and it further

RESOLVED, that this Resolution shall take effect immediately.

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

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

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. 2017-02-13 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 23rd day of February, 2017, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of February, 2017.

Gary Turck
Board Chairman
GRANT OF EASEMENT

Development Authority of the North Country of 317 Washington St. Watertown, NY 13601 (hereinafter referred to as "Grantor"), for consideration of One Dollar ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

Section 1 – Description of the Easement. The “Easement” granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground gas distribution facilities including a line or lines of pipe, valves, fittings, handholes, manholes, conduit, vaults, housings, connectors, pedestals, closures, markers, cables, connections to aboveground facilities, braces, fittings, foundations, anchors, lateral service lines, and other fixtures and appurtenances (collectively, the “Facilities”), which the Grantee shall require now and from time to time, for the transmission and distribution of natural and manufactured gas for public or private use, in, upon, over, under, and across that portion of the Grantor’s Land described in Section 3 below (the “Easement Area”), and the highways abutting or running through the Grantor’s Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor’s Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor’s Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor’s Land. The “Grantor’s Land” is described in a certain Deed recorded in the Jefferson County Clerk’s Office on 8/2/1990 in Liber 1230 of Deeds at Page 205 and consists of land described as being part of Tax Parcel No. 83.11-2-25.2 of the Town of Pamela, County of Jefferson, New York, commonly known as 25115 NYS Rte 3 and/or Tax Parcel No. 83.11-2-25.2.

Section 3 – Location of the Easement Area. The “Easement Area” shall consist of a portion of the Grantor’s Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled 13-16-22200213, which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee’s prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the

Underground Gas Distribution Easement (11-07-05)
Grantee shall quietly enjoy the Grantor’s Land; and the Grantor will forever warrant title to the Grantor’s Land.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor’s Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, Development Authority of the North Country have hereunto set its hand(s) and seal(s) this _____ day of ______________, ____________.

DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY

________________________________________ (L.S.)
Signature of Grantor-
TITLE

State of New York )
ss:
County of ____________________ )

On the ___ day of ______________ in the year 20___, before me, the undersigned, personally appeared __________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

__________________________
Notary Public

Complete for ALL Grantors:
Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s): ________________________________

Company: Development Authority of the North Country
Title: ________________________________

Address: 317 Washington St.
City/Village/Town: Watertown
State: NY Zip Code: 13601
Jefferson County SPCA
Tax/Map Acct#
83.11-2.25.1

EXHIBIT A

24' Centerline to Edge of Pavement
64' centerline to middle of Gas trench

10' Easement
Gas line in 5' center of Trench

PER NYS DOT
100' Road ROW

National Grid to install 672' of 2" P7
Gas Main - 22 PSIG
to service
DANC Pump Station
25115 State Route 3
T/Pamela
Jefferson County

NATIONAL GRID USA
13-16-22200213 11-20

NY STATE ROUTE 3

DANC
83.11-2.25.2

DANC Pump Station

NATIONAL GRID USA