AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR AUDIT SERVICES

Whereas, the Development Authority of the North Country has solicited competitive proposals for audit services for the fiscal year ending 2017 through 2021, and

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

Whereas, the Audit Committee has reviewed the audit proposals and recommends the Development Authority award the audit services contract to The Bonadio Group.

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

RESOLVED, the Development Authority herewith authorized the Executive Director to enter into an agreement with The Bonadio Group to provide audit services, as specified in the Request for Proposal, for the five years ending March 31, 2021.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-111 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 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
APPROVING AMENDMENT TO THE FY 2017 ARMY WATER LINE OPERATING BUDGET FOR WATER PURCHASE COSTS

Whereas, the Development Authority of the North Country adopted an Operating budget for the Army Water Line for FY 2017 pursuant to Resolution No. 2016-03-30, and

Whereas, the Budget authorized expenditures of $731,140 for the purchase of approximately 335 million gallons of water from the City of Watertown, and

Whereas, the United States Army at Fort Drum purchases approximately 50% of its water supply from the Authority and produces the remainder from well fields at Fort Drum, and

Whereas, subsequent to Budget approval, the United States Army at Fort Drum took its well field at Fort Drum off line and purchased additional capacity from the Authority, and

Whereas, it is estimated that the additional water needs of the United States Army at Fort Drum will increase the Budget for Water Purchases to 460 million gallons of water at a cost of $1,001,880. The additional cost of water will be offset by Increased Revenue of $270,740.

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

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Army Water Line to increase the budget for Water Purchases from $731,140 to $1,001,880 and increase Customer Billings from $1,870,606 to $2,141,346.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-112 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 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]
Gary Turck
Board Chairman
Board Resolution No. 2016-10-113
October 27, 2016

APPROVING AMENDMENT TO THE FY 2017 SOLID WASTE MANAGEMENT DIVISION CAPITAL BUDGET FOR FLAT BED TRUCK ACQUISITION

Whereas, the Development Authority of the North Country adopted a Capital Budget for the Solid Waste Management Division for FY 2016, pursuant to Resolution No. 2015-03-23, and

Whereas, such Resolution authorized the acquisition of a Grader (Project 20142) at a cost not to exceed $400,000, and

Whereas, pursuant to a competitive procurement process, the Grader was purchased from Milton Cat at a total cost of $284,511, resulting in the project being under budget by $115,489, and

Whereas, pursuant to Resolution No. 2016-03-25, the Administrative Capital Budget included the replacement of a Ford F350 Flat Bed Truck at an estimated cost of $37,000, and

Whereas, the actual cost to replace such vehicle is $55,000, and

Whereas, Executive Management recommends that the Ford F350 Flat Bed Truck be purchased from the savings generated from the purchase of the Grader and recorded within the Solid Waste Management Facility's Project 20142.

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 the Ford F350 Flat Bed Truck as previously authorized in the Administrative Budget be purchased from the savings generated from the purchase of the Grader (Project 20142) and recorded within the Solid Waste Management Facility's Project 20142, and be it further

RESOLVED, the Comptroller is hereby authorized to make the necessary capital budget adjustments.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-113 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]

Gary Turck
Board Chairman
APPROVING AMENDMENT TO THE FY 2017
ARMY SEWER CAPITAL PLAN FOR CCTV EQUIPMENT

Whereas, the Development Authority of the North Country adopted a Capital Budget for the Army Sewer Line for FY 2016 pursuant to Resolution No. 2015-03-25, and

Whereas, such Resolution authorized the replacement of the Emergency Back-Up Generator (Project 41042) at the Warneck Pump Station at a cost of $425,000. The current generator is in excess of 25 years old and is critical to the continuous operation of the Army Sewer Line in the event of a power outage, and

Whereas, pursuant to a competitive procurement process, the replacement cost of the generator, to include installation, is $325,000; resulting in the project being under budget by $100,000, and

Whereas, pursuant to Resolution No. 2014-03-06, the Army Sewer Capital Budget included the purchase of CCTV Equipment (Project 41045) at a cost of $100,000, and

Whereas, pursuant to a competitive procurement process, the actual cost to purchase the CCTV Equipment is $130,000, and

Whereas, Executive Management recommends that $30,000 be transferred from the Emergency Back-Up Generator (Project 41042) to CCTV Equipment (Project 41045).

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 $30,000 be transferred from Project 41042 (Emergency Generator) to Project 41045 (CCTV Equipment).

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

<table>
<thead>
<tr>
<th>Calligaris - Yes</th>
<th>Hefferon - Yes</th>
<th>Johnson – Yes</th>
<th>Mastascusa - Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carter – Yes</td>
<td>Hollenbeck - Present</td>
<td>MacKinnon – Yes</td>
<td>Murray - Yes</td>
</tr>
<tr>
<td>Doheny – Present</td>
<td>Hunt - Present</td>
<td>McGrath - Absent</td>
<td>Turck - Yes</td>
</tr>
</tbody>
</table>

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. 2016-10-114 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck  
Board Chairman
APPROVING AMENDMENT TO THE FY 2017 ARMY WATER CAPITAL PLAN FOR WATER METER REPLACEMENT

Whereas, the Development Authority of the North Country adopted a Capital Budget for the Army Water Line for FY 2017 pursuant to Resolution No. 2016-03-30, and

Whereas, such Resolution authorized a multi-year Mainline Valve Replacement Project (Project 42036) in the amount of $150,000, and

Whereas, the Water Meter located at Booster Pump Station 2 on Fort Drum has failed and requires replacement at a cost of $30,000, and

Whereas, Executive Management authorized the lead time ordering for the Water Meter to be purchased from within the Mainline Valve Replacement Project (Project 42036), and

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

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

RESOLVED, that the Capital Budget scope for Project 42036 be modified to include the Water Meter Replacements, in addition to valve replacements, and be it further

RESOLVED, by the Development Authority of the North Country that the Water Meter for Booster Pump Station 2, be purchased from within the $150,000 Mainline Valve Replacement Project 42036.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-115 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR 2016 NORTHERN BORDER REGIONAL COMMISSION LOCAL DEVELOPMENT DISTRICT GRANT ADMINISTRATION

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

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

Whereas, four municipalities and one Land Trust have received NBRC grants in the Authority's LDD region for the 2016 funding cycle, and

Whereas, all of the grant awardees have selected the Authority to provide grant administration services as outlined in the table below.

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Type of Project</th>
<th>Amount of NBRC Award</th>
<th>Amount of Authority Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Canton</td>
<td>Water/Sewer Line Extension</td>
<td>$250,000</td>
<td>$6,500</td>
</tr>
<tr>
<td>Village of Clayton</td>
<td>Sewer Main and Lateral Replacement</td>
<td>$250,000</td>
<td>$6,500</td>
</tr>
<tr>
<td>Village of Lyons Falls</td>
<td>Water Line Extension</td>
<td>$164,300</td>
<td>$5,643</td>
</tr>
<tr>
<td>Village of Tupper Lake</td>
<td>Water Line Extension</td>
<td>$250,000</td>
<td>$6,500</td>
</tr>
<tr>
<td>Tug Hill Tomorrow Land Trust</td>
<td>Conservation Easement Working Farms</td>
<td>$246,250</td>
<td>$6,462</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$1,160,550</td>
<td>$31,605</td>
</tr>
</tbody>
</table>
Now, upon the recommendation of the Facilities Committee, therefore be it

RESOLVED, that Technical Services Agreements for NBRC Grant Administration by and between the Authority and the Village of Canton, Village of Clayton, Village of Lyons Falls, Village of Tupper Lake, and the Tug Hill Tomorrow Land Trust, are hereby ratified.

Motion by: F. Carter  
Seconded by: T. Hefferon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-116 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]

Gary Turck  
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION

WITH THE

VILLAGE OF CANTON

This Agreement entered into this _____ day of _________ 2016, by and between:

VILLAGE OF CANTON, a municipal corporation of the State of New York having an
office building and principal place of business located at 60 Main Street, Canton,
New York 13617, herein after referred to as "Village" or "Grantee",

And

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

Recitals

A. The Village will be undertaking a $1,183,050 infrastructure system improvement
project that will involve the installation of 1,100 feet of 10" water and 6" sewer
pipe from Lincoln Street to the east bank of the Grasses River, including two
400' borings under the river to transmit municipal water and sewer to the
Maple Hill Subdivision. The Village was awarded a $250,000 grant from the
Northern Border Regional Commission to help co-fund this project
(NBRC16GNY02).

B. The Development Authority of the North Country is designated as the Local
Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin
counties by the Northern Border Regional Commission (NBRC). The NBRC has
designated the LDDs as the preferred entity to administer NBRC grants.

C. The Village has requested the Authority provide technical service for the
administration of NBRC grant 16GNY02 for its Infrastructure Improvement
Project. At its Board meeting held on September 19, 2016, the Board
selected the Authority to assist the Village with this task. A copy of this
Resolution has been attached as Exhibit A.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as
follows:
1. The scope of services that will be performed by the Authority consists of the follows:

- **Quarterly Reporting**: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

- **Reimbursement Requests**: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

- **Final Reporting**: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

- **General Assistance**: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed $6,500. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</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>
<tr>
<td>Employee Wage Rate</td>
<td>Standard</td>
<td>Overtime</td>
</tr>
<tr>
<td>--------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<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 Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: [Signature]

James W. Wright

VILLAGE OF CANTON

By: [Signature]

Michael Dalton
ACKNOWLEDGEMENTS

STATE OF NEW YORK  
COUNTY OF ST. LAWRENCE  

On this 20th day of September, 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 Village described herein, and which executed the foregoing instrument; and that he signed her name thereto by order of said Village.

SALLY NOBLE  
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF JEFFERSON  

On this 5th day of October, 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.

JOANNE F. YOLOUZ  
NOTARY PUBLIC

SALLY NOBLE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 4945005  
Qualified in St. Lawrence County  
Commission Expires December 12, 2019

JOANNE F. YOLOUZ  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 4945005  
Qualified in Jefferson County  
Commission Expires Sept. 20, 2017
September 22, 2016

Carrie Tuttle, PhD, PE, CSP
Director of Engineering
Development Authority of the North Country
23557 State Route 37
Watertown, NY 13601

RE: Northern Border Regional Commission Grant
Technical Services Agreement

Dear Carrie:

Enclosed please find the original signed Technical Services Agreement for the Village of Canton’s Northern Border Regional Commission Grant.

Please forward a copy of the document after it has been executed by DANC.

Thank you.

Sincerely,

Leigh Rodriguez
Director of Economic Development

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

WITH THE

VILLAGE OF CLAYTON

This Agreement entered into this 19th day of September 2016, by and between:

VILLAGE OF CLAYTON, a municipal corporation of the State of New York having an office building and principal place of business located at 425 Mary Street, Clayton, New York 13624, herein after referred to as "Village" or "Grantee".

And

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

Recitals

A. The Village will be undertaking an infrastructure improvement project in its historic shopping district that includes upgrades to street, water, wastewater and utility lines. The Village was awarded a $250,000 grant from the Northern Border Regional Commission to replace 703' of sewer main and 68' of sewer laterals, improving reliable infrastructure and retaining jobs in the historic shopping district (NBRC16GNY04).

B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.

C. The Village has requested the Authority provide technical service for the administration of NBRC grant 16GNY04 for its Infrastructure Improvement Project. At its Board meeting held on September 12, 2016, the Board selected the Authority to assist the Village with this task. A copy of this Resolution has been attached as Exhibit A.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:
1. The scope of services that will be performed by the Authority consists of the follows:

- **Quarterly Reporting**: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

- **Reimbursement Requests**: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

- **Final Reporting**: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

- **General Assistance**: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed $6,500. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

<table>
<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>
</tbody>
</table>

**TABLE 1**
<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<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 Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: [Signature]

James W. Wright

VILLAGE OF CLAYTON

By: [Signature]

Norma Zimmer
ACKNOWLEDGEMENTS

STATE OF NEW YORK  }  
COUNTY OF JEFFERSON  }  ss:

On this 12th day of September, 2016, before me personally came Norma Zimmer, who being duly sworn, did dispose and says that she resides in Clayton, New York; that she is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

   
   NOTARY PUBLIC

STATE OF NEW YORK  }  
COUNTY OF JEFFERSON  }  ss:

On this 29th day of September, 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

JOANNE T. YADDO
NOTARY PUBLIC, State of New York
No. 01Y6030898
Qualified in Jefferson County
Commission Expires Sept. 20, 2017
STATE OF NEW YORK  )
COUNTY OF JEFFERSON ) ss:

I, Michelle E. Gaeta, the undersigned Clerk of the Village of Clayton, in the County of Jefferson, New York,

DO HEREBY CERTIFY that I have compared the following excerpt from the minutes of a regular meeting of the Village of Clayton Board of Trustees held on September 12, 2016, with the original thereof filed in my office, and that the same is a true and correct copy of the original and of the whole thereof so far as the same relates to the subject matters referred to therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Clayton, New York the 19th day of September, 2016.

Michelle E. Gaeta, Village Clerk

(SEAL)

[Excerpt from September 12, 2016 Regular Meeting Minutes]

Sanitary Sewer Laterals Project: The Board approved the Technical Services Agreement with The Development Authority of the North County (DANC) not to exceed $6,500 to administer the Northern Border Regional Commission Grant 16GNY04 in the amount of $250,000, with administration fees to be paid from the grant proceeds.
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION

WITH THE

VILLAGE OF LYONS FALLS

This Agreement entered into this _____ day of __________ 2016, by and between:

VILLAGE OF LYONS FALLS, a municipal corporation of the State of New York having an office building and principal place of business located at 4059 Cherry Street, Box 368, Lyons Falls, New York 13368, herein after referred to as "Village" or "Grantee",

And

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

Recitals

A. The Village will be undertaking a $205,375 water system improvement project that will involve the installation of 550 feet of water line to a site on Park Place for construction of a residential facility for the United Cerebral Palsy. The Village was awarded a $164,300 grant from the Northern Border Regional Commission to help co-fund this project (NBRC16GNY05).

B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.

C. The Village has requested the Authority provide technical service for the administration of NBRC grant 16GNY05 for its Infrastructure Improvement Project. At its Board meeting held on __________, 2016, the Board selected the Authority to assist the Village with this task. A copy of this Resolution has been attached as Exhibit A.

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

Agreement

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

1. The scope of services that will be performed by the Authority consists of the following:
• **Quarterly Reporting**: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

• **Reimbursement Requests**: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

• **Final Reporting**: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

• **General Assistance**: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed $5,643. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</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>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$41</td>
<td>NA</td>
</tr>
<tr>
<td>Employee Wage Rate</td>
<td>Standard</td>
<td>Overtime</td>
</tr>
<tr>
<td>--------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VILLAGE OF LYONS FALLS

By:__________________

Catherine Liendecker
ACKNOWLEDGEMENTS

STATE OF NEW YORK  
                    )
                    ) ss:
COUNTY OF LEWIS    

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

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

WITH THE

VILLAGE OF TUPPER LAKE

This Agreement entered into this 21st day of September 2016, by and between:

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

And

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

Recitals

A. The Village will be undertaking a $1,500,000 water system infrastructure improvement project that will support the Adirondack Club and Resort and ancillary development. The Village was awarded a $250,000 grant from the Northern Border Regional Commission to help co-fund this project (NBRC16GNY01).

B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.

C. The Village has requested the Authority provide technical service for the administration of NBRC grant 16GNY01 for its Infrastructure Improvement Project. At its Board meeting held on September 21, 2016, the Board selected the Authority to assist the Village with this task. A copy of this Resolution has been attached as Exhibit A.

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

Agreement

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

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

   • Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

   • Reimbursement Requests: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved
budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

- **Final Reporting:** Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

- **General Assistance:** Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1; provided, however, that the total cost of such services shall not exceed $6,500. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee’s Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</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>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<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 Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

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

5. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.

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

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

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

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

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

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

13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: [Signature]

James W. Wright

VILLAGE OF TUPPER LAKE

By: [Signature]

Paul Maroun
ACKNOWLEDGEMENTS

STATE OF NEW YORK )
COUNTY OF FRANKLIN ) ss:

On this 21st day of September, 2016, before me personally came Paul Maroun, who being duly sworn, did dispose and says that he resides in Tupper Lake, New York; that he is the duly authorized representative of the Village described herein, and which executed the foregoing instrument; and that he signed her name thereto by order of said Village.

________________________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF JEFFERSON ) ss:

On this 5th day of October, 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

JOANNE T. YADDOW
NOTARY PUBLIC, State of New York
No. 01YA603089
Qualified in Jefferson County
Commission Expires Sept. 20, 2019
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
NORTHERN BORDER REGIONAL COMMISSION GRANT ADMINISTRATION

WITH THE

TUG HILL TOMORROW LAND TRUST

This Agreement entered into this 24th day of October 2016, by and between:

TUG HILL TOMORROW LAND TRUST, a 501(c)(3) of the State of New York having an office building and principal place of business located at 1 Thompson Park, PO Box 6063, New York 13601-6063, herein after referred to “Grantee”.

And

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

Recitals

A. The Tug Hill Tomorrow Land Trust will be undertaking completion of easements (purchasing the development rights) on two working farms in Jefferson and St. Lawrence County, NY near the Fort Drum installation totaling 604 acres. The projects will secure the farming land base, adding on to 6,914 acres of protected farmland in the area and help secure the training capabilities of Fort Drum. Tug Hill was awarded a $246,250 grant from the Northern Border Regional Commission to help co-fund this project (NBRC16GNY07).

B. The Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants.

C. The Tug Hill Tomorrow Land Trust has requested the Authority provide technical service for the administration of NBRC grant 16GNY07 for its Infrastructure Improvement Project. At its Board meeting held on October 13, 2016, the Board selected the Authority to assist the Tug Hill Tomorrow Land Trust with this task. A copy of this Resolution has been attached as Exhibit A.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:
1. The scope of services that will be performed by the Authority consists of the follows:

- **Quarterly Reporting**: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.

- **Reimbursement Requests**: Provide guidance to grantee on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.

- **Final Reporting**: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.

- **General Assistance**: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

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

2. The Tug Hill Land Tomorrow Land Trust 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 $6,462. This agreement will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee and NBRC or the completion of the project, whichever comes first. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Tug Hill Tomorrow Land Trust within 30 days of receipt of each invoice.

**TABLE 1**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</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>
<tr>
<td>Employee Wage Rate</td>
<td>Standard</td>
<td>Overtime</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<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 Tug Hill Tomorrow Land Trust shall provide the reasonable support services of its attorney, and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Tug Hill Tomorrow Land Trust as additional insured on the liability policy.

5. The Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust, 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust. 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust 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 Tug Hill Tomorrow Land Trust or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: [Signature]
James W. Wright

TUG HILL TOMORROW LAND TRUST

By: [Signature]
Linda M. Garrett

Page 4 of 5
ACKNOWLEDGEMENTS

STATE OF NEW YORK )
COUNTY OF JEFFERSON )

On this 21st day of October 2016, before me personally came Linda Garrett, Executive Director, who being duly sworn, did dispose and says that she resides in Beltsville, New York; that she is the duly authorized representative of the Tug Hill Tomorrow Land Trust described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Board of Directors.

NOTARY PUBLIC

JOANNE T. YADDOW
NOTARY PUBLIC, State of New York
No. 01YA6030898
Qualified in Jefferson County
Commission Expires Sept. 20, 2017

STATE OF NEW YORK )
COUNTY OF JEFFERSON )

On this 21st day of October 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

JOANNE T. YADDOW
NOTARY PUBLIC, State of New York
No. 01YA6030898
Qualified in Jefferson County
Commission Expires Sept. 20, 2017
Resolution of the
Board of Directors of
Tug Hill Tomorrow Land Trust

WHEREAS, Tug Hill Tomorrow Land Trust was awarded a $246,250 grant from the Northern Border Regional Commission (NBRC16GNY07) to complete two Army Compatible Use Buffer (ACUB) program easements (purchasing the development rights) on two working farms in Jefferson and St. Lawrence County, NY near the Fort Drum installation totaling 604 acres; and

WHEREAS, Tug Hill Tomorrow Land Trust was also awarded a grant from the FY 15-16 NYS Environmental Protection Fund through the NYS Department of Agriculture and Markets of $1 million for ACUB Projects (C011726), and a second $1 million appropriated but not yet under contract from FY 16-17 with the Board of Directors of Tug Hill Tomorrow agreeing to use $827,500 from these grants to complete these two ACUB projects; and

WHEREAS, the Development Authority of the North Country is designated as the Local Development District (LDD) for Jefferson, Lewis, St. Lawrence and Franklin counties by the Northern Border Regional Commission (NBRC). The NBRC has designated the LDDs as the preferred entity to administer NBRC grants; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Tug Hill Tomorrow Land Trust requests the Development Authority of the North Country to provide technical service for the administration of NBRC grant 16GNY07 for its Infrastructure Improvement Project, and.

BE IT FURTHER RESOLVED, that the Board of Directors appoints Linda M. Garrett as the Authorized Representative for this project.

Cary Fassler, Secretary Date

10/13/16
TECHNICAL SERVICES AGREEMENT FOR CLIFTON-FINE WATER IMPROVEMENT PROJECT PHASE 2 – NEWTON FALLS INTERCONNECT WITH THE TOWN OF CLIFTON

Whereas, the Development Authority is providing technical assistance to the Town of Clifton under several existing contracts including an Efficiency/Consolidation Study agreement entered into August 14, 2014, a water and wastewater operations and maintenance agreement entered into January 20, 2015, and

Whereas, the Town of Clifton has completed a preliminary engineering study to evaluate improvements needed for the Newton Falls Water System, and

Whereas, the Town has received combined grant funding through the New York State Environmental Facilities Corporation and the New York State Department of State totaling $2,740,000 and a low interest loan for the balance of the $3,900,000 project, and

Whereas, the Town has requested technical services from the Development Authority to assist with the Town’s water system improvement project. At its Board Meeting held on September 14, 2016, the Board selected the Authority to provide these services to the Town, 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 Town of Clifton, for a total not to exceed contract amount of $25,000. is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-117 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
SCADA SERVICES AGREEMENT FOR WASTEWATER TREATMENT PLANT CAPITAL IMPROVEMENT PROJECT WITH VILLAGE OF POTSDAM

Whereas, the Development Authority is providing technical assistance to the Village under several existing contracts including a Wastewater Treatment Plant (WWTP) improvement project entered into on November 4, 2013; a water/sewer rate analysis entered into on November 2, 2015, and Geographic Information System development and hosting services entered into on September 21, 2015, and

Whereas, the Village is undertaking a capital improvement project at the WWTP that will include upgrades to all areas of the treatment facility, and

Whereas, the Village is desirous of receiving Supervisory Control and Data Acquisition (SCADA) services to provide a reliable and effective monitoring, control, trending, alarming and reporting system for the WWTP, and

Whereas, the total cost to deliver these services shall not exceed $50,000.

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 Potsdam, for a total not to exceed contract amount of $50,000 is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-118 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SCADA SERVICES AGREEMENT FOR
WASTEWATER TREATMENT PLANT
CAPITAL IMPROVEMENT PROJECT

WITH THE

VILLAGE OF POTSDAM

This Agreement entered into this 19th day of Sept. 2016, by and between:

VILLAGE OF POTSDAM, a municipal corporation of the State of New York having an office building and principal place of business located at Civic Center, Potsdam, New York 13676, herein after referred to as "Village",

And

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

Recitals

A. The Authority is providing technical assistance to the Village under several existing contracts including a WWTP (Wastewater Treatment Plant) assessment project entered into on November 4, 2013; a water/sewer rate analysis entered into on November 2, 2015, and Geographic Information System development and hosting services entered into on September 21, 2015.

B. The Village is undertaking a capital improvement project at the WWTP that will include upgrades to all areas of the treatment facility.

C. The Village is desirous of receiving SCADA (Supervisory Control and Data Acquisition) services to provide a reliable and effective monitoring, control, trending, alarming and reporting system for the WWTP. At its Board meeting held on 9/19/2016, the Board selected the Authority to provide these services to the Village. A copy of this Resolution has been attached as Exhibit A.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:
1. The Scope of Services to be performed by the Authority consists of purchase, installation, and programming of SCADA equipment and software as follows:


B. Purchase and install Kepware OPC Server software for OEM PLCs.

C. Purchase and install Proficy IFIX SCADA software and Proficy Historian Software. IFIX software is based upon a maximum 900 data tag system and Historian is based upon a 300 data tag system.

D. Purchase and install WIN911 Alarm Notification Software with email, SMS, and voice notification options.

E. Purchase and install Excel Reporter reporting software.

F. Provide technical services, control engineering, and programming to integrate the new PLC Control Panels with the SCADA system. This will include defining and integrating data tags, designing graphical interfaces, defining and configuring alarms, defining and configuring historical trend points, and designing various daily, weekly, or monthly reports. The SCADA system will provide graphical interface and control of all processes that are linked to the PLC Control Panels. The PLC Control Panels and communications network are to be provided by the general contractor and/or electrical contractor.

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

**TABLE 1 – AUTHORITY LABOR RATES**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Prof. Engineer</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$67</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
</tbody>
</table>
TABLE 2 – NOT TO EXCEED (NTE) COSTS FOR BASE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>NTE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase, configure and install a SCADA Server with online UPS backup, Purchase and install OPC server, Proficy I/FIX, Proficy Historian, WIN911 and Excel Reporter.</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Provide technical services, control engineering, and programming to design graphical interface, historical trends, alarms, and reports for new PLCs and critical processes.</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

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

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

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

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

7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
By: James W. Wright
   Executive Director

VILLAGE OF POTSDAM
By: Reinhold Tischler
   Mayor

ACKNOWLEDGEMENTS

STATE OF NEW YORK  
   ) ss:
COUNTY OF JEFFERSON  

On this 2nd day of November, 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.

JOANNE T. YADDOw
NOTARY PUBLIC

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

On this 19th day of Sept., 2016, before me personally came Reinhold Tischler, who being duly sworn, did dispose and says that he resides in Potsdam, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.
RESOLUTION

Trustee Warr Moved and Trustee Hopke Seconded a resolution authorizing the Mayor to sign the SCADA Services Agreement for Wastewater Treatment Plant Capital Improvement Project with Development Authority of the North Country for an amount not to exceed $50,000.

AYES 4 (Mayor Tischler)
(Trustee Warr, Hopke & Sheehan) NAYS 0

CERTIFICATION

I, LORI S. QUEOR, clerk of the Village of Potsdam, County of St. Lawrence and State of New York, DO HEREBY CERTIFY that the above is a true and exact copy of a Resolution duly passed by the Village of Potsdam Board of Trustees at their Regular Meeting held on September 19, 2016.

LORI S. QUEOR, VILLAGE CLERK
VILLAGE OF POTS DAM, NEW YORK
SCADA SERVICES AGREEMENT FOR MAIN STREET PUMP STATION
REMOTE TERMINAL UNIT (RTU) UPGRADE
WITH VILLAGE OF SACKETS HARBOR

Whereas, the Village contracts with the Authority for the operations and maintenance of their water plant, wastewater treatment plant and wastewater pump stations. This service includes the use of the Authority’s Supervisory Control and Data Acquisition (SCADA) system for monitoring, control, and alarming; and

Whereas, the Village is undertaking a capital improvement project at the Main Street Pump Station including installation of a new channel grinder. The channel grinder includes new alarms to be tied into the RTU; however the existing RTU has no additional inputs available necessitating an upgrade to the RTU; and

Whereas, the Village is desirous of receiving SCADA (Supervisory Control and Data Acquisition) services to upgrade the Main Street Pump Station RTU and connect the new channel grinder alarms to the RTU; and

Whereas, the total cost to deliver these services shall not exceed $6,500.

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 Sackets Harbor, for a total not to exceed contract amount of $6,500 is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-119 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
SCADA SERVICES AGREEMENT FOR
MAIN STREET PUMP STATION
REMOTE TERMINAL UNIT (RTU) UPGRADE

WITH THE

VILLAGE OF SACKETS HARBOR

This Agreement entered into this _2_ day of November 2016, by and between:

VILLAGE OF SACKETS HARBOR, a municipal corporation of the State of New York with offices at 112 North Broad Street, Sackets Harbor, New York 13685, herein after referred to as “Village”,

And

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

Recitals

A. The Village contracts with the Authority for the operations and maintenance of their water plant, wastewater treatment plant and wastewater pump stations. This service includes the use of the Authority’s Supervisory Control and Data Acquisition (SCADA) system for monitoring, control, and alarming.

B. The Village is undertaking a capital improvement project at the Main Street Pump Station including installation of a new channel grinder. The channel grinder includes new alarms to be tied into the RTU; however the existing RTU has no additional inputs available necessitating an upgrade to the RTU.

C. The Village is desirous of receiving SCADA (Supervisory Control and Data Acquisition) services to upgrade the Main Street Pump Station RTU and connect the new channel grinder alarms to the RTU. At its Board meeting held on ____________, 2016, the Board selected the Authority to provide these services to the Village. A Resolution from the Village’s board, selecting the Authority to provide these services and authorizing this agreement, is attached as Exhibit A.

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

Agreement

In consideration of the mutual covenants herein contained, the parties agree as follows:
1. The Scope of Services to be performed by the Authority consists of purchase, installation, and programming of SCADA equipment and software as follows:

A. Purchase a new Bristol ControlWave Micro RTU for the Main Street Pump Station.

B. Provide technical services, control engineering, and SCADA programming to install RTU, terminate wiring and convert software program from existing ACCOL based programming to ControlWave programming. Terminate new channel grinder alarms and verify correct operation of new installation and integrate into the Authority's telemetry system.

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

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Prof. Engineer</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$67</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
</tbody>
</table>

TABLE 1 – AUTHORITY LABOR RATES

<table>
<thead>
<tr>
<th>Service</th>
<th>NTE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase new ControlWave Micro RTU for Main Street Pump Station.</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Provide technical services, control engineering, and programming to</td>
<td></td>
</tr>
<tr>
<td>install RTU, convert program, connect channel grinder alarms, and</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>integrate with the Authority's SCADA system.</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$6,500.00</td>
</tr>
</tbody>
</table>
3. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.

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

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

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

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

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

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

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

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

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: [Signature]

James W. Wright
Executive Director

VILLAGE OF SACKETS HARBOR

By: [Signature]

Vincent Battista
Village Mayor

ACKNOWLEDGEMENTS

STATE OF NEW YORK  
) 
COUNTY OF JEFFERSON  
) ss:

On this 2nd day of November, 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.

JOANNE T. YADDO 
NOTARY PUBLIC, State of New York 
No. 01YA6030888 
Qualified in Jefferson County 
Commission Expires Sept. 20, 2019

STATE OF NEW YORK  
) ss:
COUNTY OF JEFFERSON  

On this 11th day of October, 2016, before me personally came Vincent Battista, who being duly sworn, did dispose and says that he resides in Sackets Harbor, New York; that he is the Mayor of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

MARGARET E KELLY 
Notary Public, State of New York 
No. 01KE8333905 
Qualified in Jefferson County 
Commission Expires December 07, 2019

Page 5 of 5
TECHNICAL SERVICES AGREEMENT FOR MUNICIPAL DISSOLUTION STUDY WITH THE VILLAGE OF MORRISTOWN

Whereas, the Village of Morristown is a small community in Northern New York that has been faced with declining populations, loss of commercial institutions, and loss of financial resources over the last several decades, and

Whereas, the Village has become aware of the potential benefits that could accrue to Village residents by dissolving and becoming part of the Town of Morristown, and

Whereas, the Village would like to complete a study to quantify the potential benefits of dissolution and educate Village residents about the results of the study, and

Whereas, the Village of Morristown is desirous of receiving technical assistance related to completing a dissolution study, and at the Village’s board meeting on October 11, 2016, the board selected the Authority to complete the Village’s Dissolution Study, 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 Morristown, 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: D. Mastascusa
Seconded by: A. MacKinnon

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-120 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR
COMPLETION OF DISSOLUTION STUDY

VILLAGE OF MORRISTOWN

This Agreement entered into this __ day of October, 2016, by and between:

VILLAGE OF MORRISTOWN, a municipal corporation of the State of New York having an office building and principal place of business located at 402 Gouverneur Street, Morristown, NY 13664 herein after referred to as "Village",

And

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

Recitals

1. The Village is desirous of receiving technical assistance related to completing a dissolution study. The Village, at a meeting held on October 11, 2016, selected the Authority to provide these services. A copy of this Resolution is included as Exhibit A.

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

Agreement

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

1. The Authority will provide project management assistance services to proceed with the pursuit of a dissolution study. Services provided shall include:
   a. Funding agency coordination and assistance, including submittal of a Local Government Citizens Re-Organization Empowerment Grant (CREG).
   b. Completion of a Dissolution Study and Implementation Report meeting the requirements of the NYS Department of State. The Study will include the elements included in Exhibit B.
   c. Coordination with the Village’s attorney to assist with legal aspects of the dissolution study.
   d. Attendance at public informational meetings.
   e. Attendance at board meetings to discuss project updates.

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

**TABLE 1 – AUTHORITY STAFF CHARGE OUT RATES FISCAL YEAR ENDING 2017**

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Professional Engineer</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor I</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$70</td>
<td>NA</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$67</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$45</td>
<td>NA</td>
</tr>
<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 Village shall provide the reasonable support services of its attorney, DPW Staff, Village 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 with respect to its performance of this contract in amounts and coverage maintained on its general operations.

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
By: James W. Wright
   Executive Director

VILLAGE OF HARRISVILLE
By: Cheryl Shatraw
    Mayor

ACKNOWLEDGEMENTS

STATE OF NEW YORK
COUNTY OF JEFFERSON

On this 2nd day of November, 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.

JOANNE T. YADDOw
NOTARY PUBLIC, State of New York
No. 01YA0230898
Qualified in Jefferson County
Commission Expires Sept. 20, 2019

STATE OF NEW YORK
COUNTY OF ST. LAWRENCE

On this 11th day of October, 2016, before me personally came Cheryl Shatraw, who being duly sworn, did dispose and says that she resides in the Village of Morristown, New York; that she is the Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Village.

CAROL A. WOODCOCK
NOTARY PUBLIC

CAROL A WOODCOCK
Notary Public, State of New York
No. 01W05013821
Qualified in St. Lawrence County
Commission Expires July 15, 2019
Dissolution Study Elements

The Dissolution Study is intended to provide a foundation for the project. The study will include a comprehensive list of the Village’s services, including information on a per-service basis which shall include budget allocation, employment allocation, per-resident cost, inventory of equipment, complexities of delivery of services, specialized knowledge of personnel and necessary capital investments as well as the opportunity for cost savings and/or service enhancement. The study shall consider the general perception of the feasibility of possible options and the public’s concerns and likely reactions to restructuring service delivery and potential impact on service quality.

The study will contain at least the following elements:

1. The name of the local government to be dissolved;
2. The territorial boundaries of the Village to be dissolved;
3. The type and/or class of the local governments impacted;
4. The Village’s assets, including but not limited to real and personal property, and the fair value thereof in current money of the United States;
5. The Village’s liabilities and indebtedness, bonded and otherwise, and the fair value thereof in current money of the United States;
6. Terms for the disposition of the entity's assets and the disposition of its liabilities and indebtedness, including the levy and collection of the necessary taxes and assessments re-fore;
7. Any plan for the transfer or elimination of public employees;
8. Any agreements entered into by the Village;
9. Whether any local laws, ordinances, rules or regulations of the entities shall remain in effect after the effective date of the consolidation or shall remain in effect for a period of time other than as provided by state law;
10. The manner and means by which the residents of the Village will continue to be furnished municipal services following dissolution;
11. A fiscal analysis of the effect of dissolution on the Village and Town of Diana;
12. A fiscal estimate of the cost of dissolution;
13. Alternatives to dissolution;
14. Any other matters desirable or necessary to carry out the dissolution.
VILLAGE OF MORRISTOWN

RESOLUTION TO APPLY FOR A LOCAL GOVERNMENT CITIZENS RE-ORGANIZATION PLANNING GRANT

WHEREAS, the Village of Morristown is a small community in Northern New York that has been faced with declining populations, loss of commercial institutions, and loss of financial resources over the last several decades, and

WHEREAS, the Village has become aware of the potential benefits that could accrue to Village residents by dissolving and becoming part of the Town of Morristown, and

WHEREAS, the Village would like to complete a study to quantify the potential benefits of dissolution and educate Village residents about the results of the study, and

WHEREAS, the Village would like to apply for a Local Government Citizens Re-Organization Empowerment Grant (CREG) for an amount not to exceed $30,000 through the New York State Department of State to provide financial assistance with this study, and

WHEREAS, the Village understands that they will be required to pay the local government required 50% local share of the project cost. However, upon subsequent implementation of the re-organization plan or study, the original required local matching funds for developing the plan or study will be refunded, through a future contract, except for 10% of the total cost of activities under the previously approved and completed grant work-plan for the plan or study.

NOW THEREFORE, Be it Resolved, that the Village of Morristown does hereby authorize the Mayor, Cheryl A. Shatraw, to execute all financial and/or administrative processes relating to the implementation of the program on behalf of the Village as lead applicant for a Local Government CREG grant application.

Resolution: Record and certify the vote of the members of the governing body.

Mayor: Cheryl A. Shatraw

Vote: Aye/Nay

Trustee:

Vote: Aye/Nay

Trustee:

Vote: Aye/Nay

Trustee:

Vote: Aye/Nay

Trustee:

Vote: Aye/Nay

Clerk Certification:

Date: 10-11-16
MUNICIPAL RESOLUTION
12-2016

Motion by Trustee Paquette to adopt Resolution 12-2016, seconded by Trustee Colby.

BE IT RESOLVED the Village of Morristown Board of Trustees voted to enter into by executing a Technical Services Agreement with the Development Authority of The North County for completion of a dissolution study at a meeting held on October 11, 2016.

Voting: Mayor Shatraw Aye
         Trustee Colby Aye
         Trustee Paquette Aye

CERTIFICATION

I, Sandra A. Warren, certify that Resolution No 12-2016, was duly adopted and entered into the minutes by the Village of Morristown, Board of Trustees, at a regular meeting held on October 11, 2016.

Sandra A. Warren, Clerk
Board Resolution No. 2016-10-121
October 27, 2016

AUTHORIZING USE OF FUNDS FROM THE COMMUNITY DEVELOPMENT LOAN FUND TO BRIDGE NORTH COUNTRY REDEVELOPMENT FUNDS UNTIL PROCEEDS RECEIVED FROM EMPIRE STATE DEVELOPMENT

Whereas, Resolution No. 2015-08-91 established the North Country Redevelopment Fund, and

Whereas, the Development Authority of the North Country executed a Grant Disbursement Agreement (Agreement) with Empire State Development for the North Country Redevelopment Fund project number Z940 in the amount of $5 million, and

Whereas, the Authority received an advance per the Agreement in the amount of $1 million from Empire State Development, and

Whereas, the Authority has committed to loans/grants totaling $2 million which will need to close on funding in the next 45 days, and

Whereas, per the Agreement the Authority cannot request subsequent disbursements until we provide documentation verifying that the Authority has disbursed at least 75%, or $750,000, of the advance, and

Whereas, once the documentation is submitted to Empire State Development it may take 60-90 days to receive payment from the State, and

Whereas, the use of the Community Development Loan Funds is consistent with economic and community development, and

Whereas, the Community Development Loan Funds will be utilized as needed to bridge financing until we receive the final disbursement from Empire State Development, and

Whereas, the proceeds from the Empire State Development Grant will be used to repay the Community Development Loan Fund.
Now, upon the recommendation of the Project Development Committee, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the use of up to $1 million in funding from the Community Development Loan Fund to bridge North Country Redevelopment Funds until proceeds are received from Empire State Development associated with Project Number Z940 and further authorizes the Executive Director to execute all documents necessary for the transfer of funds.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-121 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]
Gary Turck
Board Chairman
RATIFYING LOAN ISSUED THROUGH NORTH COUNTRY REDEVELOPMENT LOAN FUND FOR RICKEY L. HAMELIN

Whereas, Resolution No. 2015-08-91 established the North Country Redevelopment Fund, and

Whereas, the Regional Loan Review Committee can make commitments for loans up to $250,000, and grants up to $250,000, for a total combined grant/loan amount of $500,000 with the Authority Board ratifying the request at its next meeting, and

Whereas, the Regional Loan Review Committee met on September 29, 2016 to review an application from Rickey L. Hamelin, and

Whereas, Mr. Hamelin proposes to renovate the former Slavin Building located in downtown Massena into two 4,000 square foot commercial spaces and three upper mid-level 1,300 square foot apartments, and

Whereas, the Village of Massena is submitting a RESTORE NY grant to the state in the amount of $500,000 for this project, and

Whereas, the Regional Loan Committee is recommending a commitment of $205,000, comprised of a $102,500 loan and a $102,500 grant consistent with the program guidelines, and

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

RESOLVED, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of $205,000 ($102,500 loan/$102,500 grant) from the North Country Redevelopment Fund to Rickey L. Hamelin at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

Motion by: F. Carter  
Seconded by: T. Hefferon  

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-122 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck  
Board Chairman
TERM SHEET

Borrower: Rickey L. Hamelin

Loan Fund: North Country Redevelopment Fund

Amount: $205,000 ($102,500 loan/$102,500 grant)
(New York State Empire State Development Funding)

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only during construction; then principal and interest to fully amortize the loan over remaining term

Collateral: First mortgage on real estate located at 2 and 4 Water Street, Massena, NY 13662 [second mortgage position during construction until bank construction loan of $500,000 is paid down by RESTORE NY Grant]
Assignment of rents and leases

Conditions: Owner cash of $22,885
RESTORE NY Grant of $500,000
Third party broker opinion or as completed appraisal with minimum value of $102,500
Acceptable MWBE Utilization Plan
Recapture provision over 10 years on grant portion
Funds to be utilized on commercial space
Funds will be disbursed as a construction loan
BORROWER: Rickey L. Hamelin

PERSONAL ADDRESS: 10 West Orvis Street, Massena NY 13662

PROJECT ADDRESS: 2 & 4 Water Street, Massena, NY 13662

PROGRAM: North Country Redevelopment Fund

AMOUNT REQUESTED: $205,000 ($102,500 loan/$102,500 grant)

LOAN TERM: Interest-only during construction; 240 months

INTEREST RATE/PAYMENTS: 1% monthly payments

PRIMARY COLLATERAL: First mortgage on real estate located 2 & 4 Water Street, Massena, NY 13662 [second mortgage position during construction until bank construction loan of $500,000 is paid down by RESTORE NY Grant]

GUARANTORS: Rickey L. Hamelin

SOURCES:

| Development Authority of the North Country | 205,000 |
| RESTORE NY Grant | 500,000 |
| Owner Cash | 22,885 |
| **Total Sources** | **$727,885** |

USES:

| Renovations | **$727,885** |

PROJECT OVERVIEW:

The Village of Massena owns the property known as the Slavin Building. The blighted building has been empty for over 10 years and is located in the center of downtown Massena. Mr. Hamelin proposed to turn the property into a multi-use building that can be a staple for the community. The Village is submitting an application to the RESTORE NY program on behalf of this project.

The Village provided an option on the building to Downtown Massena LLC to purchase it for $1. The current partners in the LLC are not going to renovate the building. Mr. Hamelin proposes to acquire the LLC from the current partners and take ownership of the building if the project is funded.

The current design calls for two, four thousand square foot retail spaces and three upper mid-scale thirteen hundred square foot apartments. They currently have a written commitment from Sears Hometown Stores to take one of the retail spaces. They also have a verbal commitment from a local dance studio that was the last tenant in the building ten years ago. Based on his
research, Mr. Hamelin feels he could be at 100% occupancy when the 6-8 month construction phase is completed.

The owner of the Sears store has told Mr. Hamelin that based on his projections for this location, he would go from 4 employees to around 8 over the course of the first two years.

The total renovation budget is $727,885. The Village will be applying for $500,000 from the Restore NY program for this project. In addition the property is eligible for a 485-a exemption which would keep the building’s assessed value at $75,000 for 8 years. It would then gradually increase to 100% valuation over the 3 years with full taxation in year 12.

Mr. Hamelin is proposing higher end apartments in the downtown. Based upon his research he feels that there is a shortage of upper mid-scale apartments in the Village and with the view of the Grasse River and access to downtown amenities this project would be the right location for these types of units. The apartment rents will be between $1300-$1500 per month plus utilities. The retail space will be around $15 per square foot annually plus utilities.
MANAGEMENT: Mr. Hamelin has been an entrepreneur and business developer for the last 30 years. He opened his first business, a convenience store, 24 years ago on his Native American Indian territory of Akwesasne. Building and managing a wide variety of projects has given him the knowledge and experience to make this building a landmark in Massena.

FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Income Statement</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>FYE December 31</td>
<td>Projected</td>
<td>Projected</td>
<td>Projected</td>
</tr>
<tr>
<td>Revenues</td>
<td>$166,800</td>
<td>$166,800</td>
<td>$166,800</td>
</tr>
<tr>
<td>Expenses</td>
<td>$33,028</td>
<td>$34,010</td>
<td>$35,269</td>
</tr>
<tr>
<td>Net Income</td>
<td>$133,772</td>
<td>$132,790</td>
<td>$131,530</td>
</tr>
</tbody>
</table>

- Projected revenue assumes 100% occupancy. Projections also assume 8,000 s/f of commercial space at $15 per s/f annually ($120,000) and 3 1,300 s/f apartments at $1300 per month ($46,800).

- Primary expenses include insurance, $8,400, DANC loan, $5,656, utilities, $6,000, and taxes, $3,228.

- The property is eligible for a 485-a exemption which would keep the building's assessed value at $75,000 for 8 years. It would then gradually increase to 100% valuation over the 3 years with full taxation in year 12.

MANAGEMENT: Mr. Hamelin reported assets of $6.5 million primarily in real estate, $5,243,400, and liabilities of $1.5 million primarily in mortgages, $1 million. He reports a salary of $300,000. Much of his personal net worth is derived from his ownership of the Speedway Plaza located in Akwesasne, NY.

COLLATERAL:

- Building with improvements $727,885
- Less: DANC Loan $102,500

Rickey Hamelin
Development Authority of the North Country
October 18, 2016

LTV: 14%

CONDITIONS:
- Owner Cash of $22,885
- Restore NY Grant $500,000
- Third party broker opinion or as completed appraisal with a minimum value of $102,500.
- Acceptable MWBE utilization plan
- Recapture Provision over 10 years on grant portion
- Funds to be utilized on commercial space
Board Resolution No. 2016-10-123
October 27, 2016

AUTHORIZING APPLICATION TO THE NEW YORK STATE JOB
DEVELOPMENT AUTHORITY TO ADMINISTER A NORTH COUNTRY
AGRIBUSINESS LOAN PROGRAM

Whereas, the Development Authority of the North Country was approached by
the New York State Job Development Authority (JDA) to consider administration of a
new Agribusiness Loan Program (Program), and

Whereas, the Program is funded by JDA and JDA is looking for a qualified
organization to lend the funds across the North Country, and

Whereas, the Authority has expertise in administering regional loan programs
including the North Country Transformational Tourism Fund, North Country Value
Added Agriculture Fund, North Country Redevelopment Fund, and the North Country
Economic Development Fund, and

Whereas, the Program would be available to grow agribusinesses located in
Jefferson, Lewis, St. Lawrence, Clinton, Essex, Franklin and Hamilton Counties, and

Whereas, the funds from JDA would be in the form of a loan to the Authority at
1% annually in the form of interest only payments, and

Whereas, the Authority would request up to $2 million in funding from JDA to
capitalize the fund, and

Whereas, the Authority is responsible for creating all program guidelines and
criteria subject to JDA approval, and

Whereas, this resolution does not authorize the borrowing by the Authority of the
funds from JDA until such time as staff has reviewed the loan documents and will
present to the Board as a separate resolution at a future meeting, and

Whereas, the Program is consistent with the Authority’s goal to grow value-
added agriculture and agribusinesses across the North Country, and
Whereas, the Program would be administered by Regional Development staff.

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 submit an application to the New York State Job Development Authority requesting up to $2 million in a loan to capitalize a North Country Agribusiness Loan Program.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-123 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
Program Description: Founded in 2016 with monies from the New York State Job Development Authority to provide agribusinesses with access to low-cost financial resources to grow their business in northern New York State.

Eligible Projects: Projects for the purpose of establishing, maintaining, or expanding an agricultural operation or value-added agricultural operation, or for providing facilities and/or markets for the production, manufacturing, processing, warehousing, distribution or sale of crops, livestock and livestock products.

Eligible Applicants: Individual, farm or small business having 100 or fewer employees located in Jefferson, Lewis, St. Lawrence, Franklin, Essex, Clinton and Hamilton Counties.

Eligible Use of Funds: Real estate, improvements, machinery and equipment, furniture and fixtures. [Excludes residential uses]

Maximum Loan Amount: Loans will typically not exceed 40% of the total project cost, or $250,000, whichever is less. Loans may exceed 40% of the total project cost at the discretion of the Authority’s Board of Directors; however at no time will it exceed 90% of the total project cost.

Interest Rate: The greater of the prime rate fixed at closing, or a floor of 3.5%, whichever is higher at the time of closing.

Terms: Machinery and equipment – up to 10 years
Real estate – up to 20 years

Repayment: Traditional principal and interest payments; seasonal payments may be permitted; interest-only payments cannot exceed 12 consecutive months. Balloon payments may be permitted. No prepayment penalty.

Fees: $100 application fee; 1% commitment fee (one-half paid with return of commitment letter, and one-half paid at the loan closing.)

Program Requirements: Minimum 10% of the total project amount in owner cash.

Contact: Michelle Capone, Development Authority of the North Country, (315) 661-3200, or mcapone@danc.org.
Board Resolution No. 2016-10-124
October 27, 2016

APPROVING LOAN FROM AFFORDABLE RENTAL HOUSING PROGRAM TO WEST CARTAGH HOUSING AUTHORITY

Whereas, the West Carthage Housing Authority is requesting $21,500.00 from the Affordable Rental Housing Program to purchase two accessibility lifts for their affordable housing complexes known as William Dalton Estates, and

Whereas, the West Carthage Housing Authority owns two USDA Rural Development 24-unit housing complexes in West Carthage known collectively as William Dalton Estates, and

Whereas, the accessibility lifts in the two apartment complexes are over 25 years old, and

Whereas, the West Carthage Housing Authority will utilize $21,500 in cash from the projects' reserve accounts to match the Authority's funding, and

Whereas, this funding will improve the health and safety of the tenants in the apartment complexes.

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 from the Affordable Rental Housing Program to the West Carthage Housing Authority at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further

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

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-124 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]

Gary Turck
Board Chairman
TERM SHEET

Borrower: West Carthage Housing Authority
Loan Fund: Affordable Rental Housing Program
Amount: $21,500.00
Loan Term: 10 years
Loan Rate: 1%
Loan Payment: Annual principal and interest
Collateral: First lien on equipment to be purchased
Conditions: Owner cash of $21,500
Approval by USDA Rural Development to borrow from Authority
AFFORDABLE RENTAL HOUSING PROGRAM

BORROWER: West Carthage Housing Authority

LOCATION: 38 North Broad Street, West Carthage, NY 13619 (aka William Dalton Estates) and 40 North Broad Street, West Carthage, NY 13619 (aka Grandview Courts)

AMOUNT: $21,500.00

TERM: 10 Years

RATE: 1%

PAYMENTS: Annual principal and interest

COLLATERAL: Lien on new equipment to be purchased

USE OF FUNDS: Purchase of two accessibility lifts for each of the above referenced housing projects

<table>
<thead>
<tr>
<th>SOURCES OF FUNDS</th>
<th>USES OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Authority</td>
<td>Equipment</td>
</tr>
<tr>
<td>$21,500.00</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Project Reserves</td>
<td>Total Uses</td>
</tr>
<tr>
<td>$21,500.00</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>Total Sources</td>
<td></td>
</tr>
<tr>
<td>$43,000.00</td>
<td></td>
</tr>
</tbody>
</table>

PROJECT:

The West Carthage Housing Authority owns two USDA Rural Development 24-unit affordable housing complexes in West Carthage known collectively as Wm Dalton Estates. Wm Dalton Estates is composed of William Dalton Estates and Grandview Courts, built in 1988 and 1986 respectively. These units are for seniors age 62 and older and for persons with disabilities regardless of age.
AFFORDABLE RENTAL HOUSING PROGRAM

In 1992, Cheney accessibility lifts were installed in each building. Twenty-four years later, parts are either becoming obsolete or are obsolete. Numerous repairs have been required with multiple incidents of tenants being trapped inside the lifts.

United Helpers Management Company is currently managing these properties on behalf of the West Carthage Housing Authority. Since March of 2016, they have spent $6,648.42 alone on repairs to the lifts.

The associated quote was provided by Accessibility Solutions out of Syracuse. The quotes include removal and disposal of the existing lifts.

As of July 31, 2016, William Dalton Estates had reserves of $111,781; however there were significant bills outstanding that needed to be paid including a payment of $22,050 into the NYS Retirement System due December 2016. Balance of reserves of approximately $70,000 will be needed to cover current and future capital improvements. The use of the ARHP funds will leverage their own reserve funds to ensure that they don’t drain all of their cash resources for current and future needs.

### FINANCIALS:

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>10/15-7/16</th>
<th>10/16-9/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Income</td>
<td>$215,768</td>
<td>$202,846</td>
<td>$209,919</td>
<td>$284,360</td>
</tr>
<tr>
<td>Rental Subsidy</td>
<td>$143,758</td>
<td>$137,825</td>
<td>($2,450)</td>
<td></td>
</tr>
<tr>
<td>Other Government Grants</td>
<td>$38,837</td>
<td>$43,812</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$439</td>
<td>$442</td>
<td>$328</td>
<td>$166</td>
</tr>
<tr>
<td>Laundry &amp; Other Income</td>
<td>$7,340</td>
<td>$8,665</td>
<td>($1,833)</td>
<td>$3,661</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>$406,142</td>
<td>$393,590</td>
<td>$205,964</td>
<td>$288,187</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>10/15-7/16</th>
<th>10/16-9/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$80,469</td>
<td>$98,472</td>
<td>$84,710</td>
<td>$74,905</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>$1,267</td>
<td>$4,446</td>
<td>$1,090</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>$34,651</td>
<td>$30,780</td>
<td>$19,468</td>
<td>$30,734</td>
</tr>
<tr>
<td>Ordinary Maintenance</td>
<td>$84,999</td>
<td>$85,426</td>
<td>$65,973</td>
<td>$92,797</td>
</tr>
<tr>
<td>General Expense</td>
<td>$21,747</td>
<td>$22,173</td>
<td>$14,478</td>
<td>$14,150</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>$149,378</td>
<td>$147,670</td>
<td>$3,926</td>
<td>$19,450</td>
</tr>
<tr>
<td>Extraordinary Maintenance</td>
<td>$1,753</td>
<td>$1,848</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>$79,721</td>
<td>$73,245</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$453,985</td>
<td>$464,060</td>
<td>$189,645</td>
<td>$232,036</td>
</tr>
</tbody>
</table>

Total Operating Income  ($47,843) ($70,470) $16,319 $52,324

Cash available for debt $31,878 $2,775 $16,319 $52,324

### Debt:

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>10/15-7/16</th>
<th>10/16-9/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>RD Principal</td>
<td>$21,409</td>
<td>$21,409</td>
<td>$21,620</td>
<td>$28,468</td>
</tr>
<tr>
<td>Authority Loan</td>
<td>$2,270</td>
<td>$2,270</td>
<td>$1,892</td>
<td>$2,270</td>
</tr>
<tr>
<td>Total Debt</td>
<td>$23,679</td>
<td>$23,679</td>
<td>$23,512</td>
<td>$30,738</td>
</tr>
</tbody>
</table>
AFFORDABLE RENTAL HOUSING PROGRAM

Debt Service Coverage Ratio: 1.35X .12X .69X 1.70X

- Wm Dalton Estates is a component unit of the West Carthage Housing Authority.
- FYE 9/30/2015 audit completed by Nolan Certified Public Accounting Services, PLLC out of Saratoga Springs. Interim statements were internally prepared.
- Occupancy as of 8/12/2016 was at 96%. There were 2 vacancies out of 48 units.
- The accountant changed how she was reporting rental subsidy in 2016. It is now being netted against the rental income instead of as a separate line item. Therefore, rental income appears to be trending higher than historical figures. At full occupancy, the project will generate $285,696 in rental income net of subsidy.
- Interest expense is booked as the difference between the note interest rate and the rate in the interest credit agreement. For William Dalton Estates the mortgage was booked at 9.5% over 50 years but as part of the loan agreement the project entered into an Interest Credit Agreement which effectively lowers the rate to 1% over 50 years. For Grandview Estates the note rate is 8.5% over 50 years however this project entered into a similar agreement where the effective rate is 1% over 50 years. It appears that this entry is offset by the rental subsidy on the income side.
- Of significance to this project is that United Helpers Management Company took over management of the properties in August. United Helpers has a very good reputation in affordable housing management. They are still working through the financial statements but feel that they will be able to save the project money and increase cash flow through their management.
- The FYE 2015 audit listed several significant deficiencies that were not considered material weaknesses. The deficiencies had to do with management’s weakened control environment. This led to issues in financial reporting and overall review and financial management as well as with rural rental assistance payments. Management also had issues with improperly calculating tenant income and utilizing funds from incorrect accounts to make payments (for example funds received for Low Rent Public Housing Program were used to pay for expenses for other programs.) At the end of the fiscal year, the Rural Development program owed the Low Rent public Housing Program $25,393. These issues should be rectified with bringing on United Helpers to manage the properties.
- Over the past two years the West Carthage Housing Authority has utilized a combination of reserve funding, extending their payables and interprogram funding to pay bills. With United Helpers taking over management of the projects, they believe that they can operate the facilities at a profit while not having to increase rents. United Helpers plans to draw $77,097 from the Replacement Reserve in FYE 2017 to make improvements to the facility and pay the pension payable. Our funding will help them to maintain a safe Replacement Reserve account balance of approximately $53,000 at the end of 2017.

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>10/1/15-7/31/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>$153,160</td>
<td>$149,495</td>
<td>$164,279</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>$735,210</td>
<td>$668,056</td>
<td>$668,056</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$20,786</td>
<td>$25,280</td>
<td>$0</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$909,156</td>
<td>$842,831</td>
<td>$832,335</td>
</tr>
</tbody>
</table>
AFFORDABLE RENTAL HOUSING PROGRAM

<table>
<thead>
<tr>
<th>Current Liabilities</th>
<th>$42,066</th>
<th>$68,242</th>
<th>$92,394</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Term Liabilities</td>
<td>$1,658,645</td>
<td>$1,652,200</td>
<td>$1,601,254</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$1,700,711</td>
<td>$1,720,442</td>
<td>$1,693,648</td>
</tr>
<tr>
<td>Equity</td>
<td>($791,555)</td>
<td>($877,611)</td>
<td>($861,313)</td>
</tr>
<tr>
<td>Total Liabilities and Equity</td>
<td>$909,156</td>
<td>$842,831</td>
<td>$832,335</td>
</tr>
</tbody>
</table>

- Primary current assets as of 7/31/16 are in the form of reserve accounts. There was $137,125 in various accounts and investments for reserves. The replacement reserve has $111,780 in it. The project will take $21,500 from this fund to contribute to the purchase of the lifts.
- Primary current liability is an obligation to NYS Retirement in the amount of $22,292. With United Helpers taking over management of the properties this obligation to the properties will go away.

Collateral Analysis:

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Discount @ 50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$43,000</td>
<td>$21,500</td>
</tr>
<tr>
<td>DANC Loan</td>
<td>$21,500</td>
<td>$21,500</td>
</tr>
<tr>
<td>LTV</td>
<td>.50</td>
<td>1.0</td>
</tr>
</tbody>
</table>

CONDITIONS:

- Owner cash of $21,500
- Approval by RD to borrow from Authority

STAFF RECOMMENDATION:

Staff recommends a loan in the amount of $21,500 for 10 years at 1% with principal and interest payments due annually. The collateral will be a first lien on equipment to be purchased with the funds.
AUTHORIZING EMPIRE STATE DEVELOPMENT GRANT FOR FORT DRAUM BASE RETENTION ECONOMIC SUPPORT

Whereas, Resolution No. 2015-12-128 authorized an Empire State Development Grant for Fort Drum base retention economic support in the amount of $100,000, and

Whereas, the Development Authority of the North Country was notified that it was the recipient of an additional $50,000 from Empire State Development to support local government planning and coordination with Fort Drum authorities, and

Whereas, the Authority's Community Planner will serve as a liaison between Fort Drum Garrison and surrounding communities in regards to land use and zoning issues, and

Whereas, the Authority's Community Planner fills a key role formerly played by Army planners that were lost to federal budget cutbacks, and

Whereas, the Authority must complete an application to Empire State Development for funding associated with this position.

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 submit an application to Empire State Development in the amount of $50,000 to support local government planning and coordination with Fort Drum authorities, and authorizes the Executive Director to sign the Grant Agreement accepting the funds and all associated documentation.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-125 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
DETERMINING SIGNIFICANCE UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT OF PROPOSED LOCAL MATERIALS MANAGEMENT PLAN

Whereas, the Development Authority of the North Country (the “Authority”) has prepared a draft local solid waste management plan entitled the Local Materials Management Plan for the Development Authority of the North Country (“LMMP”) covering the geographical area encompassing Jefferson, Lewis, and Saint Lawrence Counties, in accordance with the requirements of Article 27 of the New York State Environmental Conservation Law (“ECL”) and the implementing regulations set forth at 6 NYCRR Subpart 360-15, and

Whereas, the Authority is the designated “planning unit” for the LMMP, as the quoted term is defined under ECL § 27-0107(1)(a) and under 6 NYCRR § 360-15.2(d), and

Whereas, the adoption of the LMMP is an action subject to review under the State Environmental Quality Review Act (“SEQRA”) at Article 8 of the ECL (the “Action”); and

Whereas, the Authority desires to comply with the requirements of SEQRA and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation (“NYSDEC”), set forth at 6 NYCRR Part 617, as amended (the “Regulations”), with respect to the Action, and

Whereas, the Authority, as the planning unit, and NYSDEC pursuant to 6 NYCRR § 360-15.10(e), each have approval authority over the Action, and accordingly each is identified as an “involved agency” under SEQRA, as the quoted term is defined at 6 NYCRR § 617.2(s), and

Whereas, the LMMP is intended to be implemented in Jefferson, Lewis, and Saint Lawrence Counties, which, in addition to the Town of Rodman, are each considered an “interested agency” for purposes of the SEQRA review of the Action, as the quoted term is defined under 6 NYCRR § 617.2(t), and

Whereas, at its August 25, 2016 meeting, after declaring itself lead agency for purposes of a coordinated review of the Action under SEQRA, examining Part 1 of the Full Environmental Assessment Form (“FEAF”) for the SEQRA review of the Action, classifying the Action as a Type I action, and determining to provide a copy of the LMMP and Part 1 of the FEAF to the other involved agency and interested agencies for their review and comment, the Authority published notice of a 30-day public comment period and established public repositories where copies of the LMMP were made available for review and comment in addition to on-line availability on the Authority’s website, and
Whereas, the Authority did not receive any comments on the LMMP during the comment period, and

Whereas, the Authority is mindful of the criteria set forth in 6 NYCRR § 617.7 of the Regulations for determining the environmental significance of an action, and

Whereas, pursuant to the Regulations, the Authority has considered the significance of the potential environmental impacts of the Action by (a) using the criteria specified in 6 NYCRR § 617.7 of the Regulations, and (b) examining the FEAF for the Action, including the facts and conclusions in Part 1 of the FEAF, and completing Parts 2 and 3 of the FEAF, together with considering any other available supporting information, to identify the relevant areas of environmental concern, and (c) thoroughly analyzing the identified areas of relevant environmental concern.

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

RESOLVED, that the Action is subject to SEQRA, and be it further

RESOLVED, that the other involved agency with respect to this Action is the New York State Department of Environmental Conservation, and be it further

RESOLVED, that the Action is a Type I action and is described in the FEAF, and be it further

RESOLVED, that the Authority hereby adopts Parts 1, 2 and 3 of the FEAF, and be it further

RESOLVED, that the Authority has duly acted as lead agency for purposes of undertaking a coordinated review with respect to the Action, and be it further

RESOLVED, that the Action will not result in any significant adverse impacts on the environment, and therefore, an environmental impact statement need not be prepared, and be it further

RESOLVED, that a “negative declaration” (as this quoted term is defined in the Regulations) is hereby issued and the Executive Director of the Authority shall complete and sign the “Determination of Significance” certification section of Part 3 of the FEAF to indicate the Authority’s issuance of a negative declaration for the Action, and be it further

RESOLVED, that the Executive Director and staff of the Authority are authorized to file and publish the negative declaration for the Action in compliance with the Regulations, and be it further
RESOLVED, that the Executive Director and staff of the Authority are authorized to take whatever steps are necessary to carry out this Resolution; and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-126 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]
Gary Turck
Board Chairman
APPROVING LOCAL MATERIALS MANAGEMENT PLAN

Whereas, the Development Authority of the North Country (the “Authority”) has prepared a draft local solid waste management plan entitled the Local Materials Management Plan for the Development Authority of the North Country (“LMMP”) covering the geographical area encompassing Jefferson, Lewis, and Saint Lawrence Counties, in accordance with the requirements of Article 27 of the New York State Environmental Conservation Law (“ECL”) and the implementing regulations set forth at 6 NYCRR Subpart 360-15, and

Whereas, the Authority is the designated “planning unit” for the LMMP, as the quoted term is defined under ECL § 27-0107(1)(a) and under 6 NYCRR § 360-15.2(d), and

Whereas, the adoption of the LMMP is an action subject to review under the State Environmental Quality Review Act (“SEQRA”) at Article 8 of the ECL and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation (“NYSDEC”), set forth at 6 NYCRR Part 617, as amended (the “Regulations”), and

Whereas, the Authority has satisfied the requirements of SEQRA, and the Regulations with respect to the environmental impact review of the proposed LMMP, and

Whereas, the Authority, as the planning unit, and NYSDEC pursuant to 6 NYCRR § 360-15.10(e), each have approval authority over the proposed LMMP, which is intended to be implemented in Jefferson, Lewis, and Saint Lawrence Counties, which includes the Town of Rodman where the Authority’s solid waste management facility is located, and

Whereas, after the August 25, 2016 meeting of its Board of Directors, the Authority published notice of a 30-day public comment period and established public repositories where copies of the LMMP were made available for review and comment in addition to on-line availability on the Authority’s website, and

Whereas, the Authority did not receive any comments on the LMMP during the comment period, and

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

RESOLVED, that the Authority hereby adopts the version of the LMMP that was considered by the Authority at its August 25, 2016 meeting; and be it further
RESOLVED, that the Authority shall provide a copy to NYSDEC of the LMMP for NYSDEC’s review and approval together with a copy of this Resolution, the SEQRA resolutions and the Full Environmental Assessment Form relating to the LMMP; and be it further

RESOLVED, that, in compliance with 6 NYCRR § 360-15.10(d)(2), the Authority will:

(i) Implement the solid waste management programs, projects and plans as identified in the LMMP,

(ii) Submit compliance reports to NYSDEC every two years as required by 6 NYCRR § 360-15.12,

(iii) Submit a plan modification to NYSDEC when required by 6 NYCRR § 360-15.11, and

(iv) Submit updates to the NYSDEC-approved LMMP when required by NYSDEC under 6 NYCRR § 360-15.11, and be it further

RESOLVED, that the Executive Director and staff of the Authority are authorized to take whatever steps are necessary to carry out this Resolution, and be it further

RESOLVED, that this Resolution shall take effect immediately.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-127 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

Gary Turck
Board Chairman
AUTHORIZING OPERATIONS AND MAINTENANCE SERVICES FOR U.S. CUSTOMS AND BORDER PROTECTION WASTEWATER FACILITIES IN WELLESLEY ISLAND

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

 Whereas, the U.S Customs and Border Protection owns a wastewater facility in Wellesley Island and solicited proposals to operate and maintain this facility for a period of nine months plus two weeks, and

 Whereas, the Development Authority of the North Country submitted a proposal in response to this solicitation with an associated fee of $5,985, and

 Whereas, the U.S. Customs and Border Protection selected the Development Authority of the North Country proposal and awarded a purchase order to perform said work.

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

 RESOLVED, that the Executive Director is authorized to enter into a contract to provide Operations and Maintenance Services for U.S. Customs and Border Protection for their wastewater facilities in Wellesley Island.

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

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

 DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

 I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-128 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 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

 Gary Turck  
 Board Chairman
RATIFYING LOAN ISSUED THROUGH NORTH COUNTRY REDEVELOPMENT LOAN FUND FOR MCM DEVCO MALONE, LLC

Whereas, Resolution No. 2015-08-91 established the North Country Redevelopment Fund, and

Whereas, the Regional Loan Review Committee can make commitments for loans up to $250,000, and grants up to $250,000, for a total combined grant/loan amount of $500,000 with the Authority Board ratifying the request at its next meeting, and

Whereas, the Regional Loan Review Committee met on October 26, 2016 to review an application from MCM DevCo Malone, LLC, and

Whereas, MCM DevCo Malone, LLC proposes to renovate the currently vacant building located at 399-401 East Main Street in downtown Malone into commercial space for local businesses, and

Whereas, one of the developer's in the project successfully redeveloped The Richardson Building in Malone, and

Whereas, the Regional Loan Committee is recommending a commitment of $500,000, comprised of a $250,000 loan and a $250,000 grant consistent with the program guidelines, and

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

RESOLVED, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of $500,000 ($250,000 loan/$250,000 grant) from the North Country Redevelopment Fund to MCM DevCo Malone, LLC at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements and further authorizes the Executive Director to execute all documents necessary to make the loan, and be it further
RESOLVED, this is considered a Type II Action under the State Environmental Quality Review (SEQRA) and is considered an exempt activity requiring no further action.

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

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairman of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2016-10-129 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 27th day of October, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2016.

[Signature]

Gary Turck
Board Chairman
TERM SHEET

Borrower: MCM DevCo Malone, LLC

Loan Fund: North Country Redevelopment Fund

Amount: $500,000 ($250,000 loan/$250,000 grant) (New York State Empire State Development Funding)

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Interest-only during construction; then principal and interest to fully amortize the loan over remaining term

Collateral: Second mortgage on real estate located at 399-401 East Main Street, Malone, NY 12953
Assignment of rents and leases
Second lien on all assets of MCM Development Malone, LLC

Conditions: Owner cash of $55,000
Bank financing of $250,000 at acceptable rate and term
Third party broker opinion or as completed appraisal with minimum value of $500,000
Acceptable MWBE Utilization Plan
Recapture provision over 10 years on grant portion
Loan will be disbursed as construction loan
Available ESD funding