RESOLUTION IN SUPPORT OF FORT DRUM AS THE PREFERRED SITE FOR AN EAST COAST MISSILE DEFENSE AGENCY GROUND-BASED INTERCEPTOR

Whereas, the Development Authority of the North Country was created as a state public benefit corporation to assist the region in managing the expansion of Fort Drum, and

Whereas, for over 30 years, the Authority has provided infrastructure and services in support of Fort Drum, including but not limited to, water, waste water, telecommunications, housing, and land use planning, and

Whereas the federal government’s Missile Defense Agency (MDA) has been charged with the preparation of an Environmental Impact Statement (EIS) for the location of Continental United States Interceptor Site (CIS) and to evaluate sites for this additional ground-based interceptor site, and

Whereas, Fort Drum, New York is currently one of three pre-identified locations currently under consideration, and

Whereas, on May 9, 2016, the draft EIS was issued for public release and public comments are being accepted, and

Whereas, in discussions with Fort Drum leaders it has been confirmed that the location of the ground-based interceptor site on Fort Drum does not impede the training capabilities on the installation, and

Whereas, the Authority also recognizes that locating the project at Fort Drum will further distinguish Fort Drum as a strategic federal installation to the nation as well as a vibrant part of the North Country economy, and

Whereas, the Authority recognizes that the project will provide significant economic benefits to the surrounding communities including estimated short-term job creation of 400-600 jobs, estimated long-term job creation of 650-850 jobs, increase annual sales tax of $1.65 million, and overall $27 million annual long-term economic value to the region, and

Whereas, upon review of the EIS, the Authority is of the belief the identified impacts can be readily mitigated, working with New York State and local governments in the region.

Now, upon the recommendation of the Governance Committee, therefore be it
RESOLVED, that the Board of the Development Authority of the North Country herewith affirms its support for Fort Drum, New York as the preferred location for an east coast missile defense ground-based interceptor site, and be it further

RESOLVED, the Development Authority of the North Country is prepared to work with the MDA in a similar manner it has provided shared services to the U.S. Army in support of Fort Drum.

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

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<tr>
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<td>Calligaris</td>
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<td>Carter</td>
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<td>Doheny</td>
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<td>Heffernon</td>
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<td>Mastascusa</td>
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<td>Turck</td>
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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. 2016-08-82 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]

Gary Turck  
Board Chairman
AUTHORIZING AN ADDENDUM TO THE LETTER OF ENGAGEMENT FOR OUTSIDE LEGAL COUNSEL FOR THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Whereas, the Development Authority of the North Country conducted a competitive search for a law firm to provide legal counsel to the Authority, and

Whereas, pursuant to Resolution No. 2014-05-01, the Development Authority of the North Country selected Mackenzie Hughes LLP Law Firm as the Authority's general counsel, and

Whereas, pursuant to Resolution No. 2014-05-01, the Executive Director was authorized to enter into a letter of engagement with the Mackenzie Hughes LLP Law Firm, and

Whereas, the Authority has utilized said law firm in excess of two years and by all reasonable standards has been satisfied with the work of the Mackenzie Hughes attorneys assigned to the Authority, and

Whereas, the engagement letter for professional legal services grants, "The Authority, in its sole discretion, may extend the term for additional periods not to exceed two successive years."

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

RESOLVED, the Development Authority of the North Country does hereby authorize the extension of the letter of engagement with Mackenzie Hughes LLP Law Firm for professional legal services for an additional two successive years, effective September 1, 2016, and be it further
RESOLVED, the Executive Director is hereby authorized to enter into an addendum to the letter of engagement subject to the review and concurrence of the Authority Chairman.

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

Calligaris - Yes  Hefferon - Yes  Johnson – Yes  Mastascusa - Yes
Carter – Yes  Hollenbeck - Present  MacKinnon – Yes  Murray - Yes
Doheny – 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. 2016-08-83 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
APPROVING MODIFICATIONS TO PERSONNEL POLICY

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

Whereas, the Authority has been in existence for 30 years, and some employees are reaching continuous employment of between 25 and 30 years, and

Whereas, Executive Management has recommended modifications to the Personnel Policy to reflect changes to the accrued vacation rates for eligible employees, reflected in the attached annotated policy, and

Whereas, Executive Management has recommended modifications to the Personnel Policy to reflect changes in the accrued sick leave rate for eligible employees, reflected in the attached annotated Policy, and

Whereas, the modifications will further the abilities of the Authority to recruit and retain experienced senior licensed professionals, and

Whereas, the Authority is desirous of fair and equal treatment of all its employees.

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

RESOLVED, that the Development Authority of the North Country does hereby approve the attached amended Personnel Policy, and incorporates them as Authority Policy, effective immediately.

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

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. 2016-08-84 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turk
Board Chairman
Alternative or limited duty may be provided by the Authority, as available and/or appropriate, to employees able to return to work on such a basis.

3. Retirement Plan
   a. The Authority participates in the New York State Employees' Retirement System. In addition, the Authority has elected to provide additional credit toward retirement through an Allowance for Unused Sick Leave [RSSL Sec. 41(j)].
   b. Participation by Authority employees is required under Article 15 of the Retirement and Social Security Law of New York State.

4. New York State Deferred Compensation Plan (Optional)
   The Authority participates in this optional plan. The New York State Deferred Compensation Plan provides employees with additional retirement savings and investment opportunities. Contributions to the Deferred Compensation Plan are on a pre-tax basis, and the earnings in employee accounts are tax deferred. The Authority encourages its employees to participate in this program.

5. Section 125 Flexible Benefits Plan (Optional)
   The Authority participates in this optional plan which allows each employee to establish a pre-tax account to fund: (1) existing medical insurance employee contributions, and a (2) Flexible Spending Account (FSA) to pay qualifying health care and dependent care expenses. Information on the Section 125 Plan is distributed to each employee.

6. Other Benefits
   The Authority may from time to time provide for additional benefits, fully paid for by an employee and at no cost to the Authority (e.g., supplemental insurance, dental coverage, vision coverage, etc.).

C. Sick Leave; Disability
   1. Sick leave is provided for the benefit of Authority employees. Leave time to care for dependents or family members may be from accrued sick time, personal time and vacation time, or Family and Medical Leave Act time as provided for in Section D, subject to the approval of the Executive Director.
   2. Employees accrue sick leave at the rate of 3.08 hours per pay period or an equivalent of ten (10) workdays per year.
      a. Maximum accrual cannot exceed 200 days.
      b. The Executive Director is authorized to modify the applicable accruals and accrual rate for the purposes of recruitment and retention of personnel, or other extenuating circumstances.
   3. Employees must notify their unit manager or the Executive Director of an absence due to sickness within two (2) hours of the start of that workday. Failure to properly notify the Authority will result in absence without leave and may result in pay being reduced accordingly.
3. Vacation accrual is based upon hire date and length of service; accrual begins on the hire date.

4. Eligible employees accrue vacation at the following rates:

   a. **Hire date through completion of five (5) years of service** - accrual rate 3.08 hours per pay period, equivalent to two (2) workweeks per year.

   b. **Five (5) years through completion of fifteen (15) years of service** - accrual rate 4.62 hours per pay period, equivalent to three (3) workweeks per year.

   c. **Fifteen (15) years through completion of twenty-five (25) years of service** - accrual rate 6.15 hours per pay period, equivalent to four (4) workweeks per year.

   d. **Twenty-five (25) years through completion of thirty (30) years of service** - accrual rate 7.69 hours per pay period, equivalent to five (5) workweeks per year.

   e. **Thirty (30) plus years of service** - accrual rate 9.23 hours per pay period, equivalent to six (6) workweeks per year.

   f. The Executive Director is authorized to modify the applicable accruals and accrual rates for the purposes of recruitment and retention of personnel, or other extenuating circumstances.

5. Employees who have completed the orientation period may use any paid vacation time they have accrued.

6. Employees may accumulate unused vacation up to a maximum of one and one half times (1 and 1/2) the annual entitlement at year-end as long as all other provisions of the vacation policy are met.

7. Employees are not permitted to take paid vacation in excess of hours accrued.

8. Eligible employees will be paid at the then effective rate for any unused accrued vacation (up to 1½ times the annual entitlement) upon resignation, retirement, death, or other termination of employment.

9. Accrued vacation paid upon termination may not be used to extend length of service beyond the last day worked.

10. Employees who are on vacation when the Authority is forced to close during any part of a regularly scheduled business day will have their vacation time credited with the appropriate number of hours that the Authority was closed. All employees' time, charged as vacation time, will be equal to the normal business hours that the Authority's offices are generally scheduled to be open.

G. **Bereavement Leave, Jury Duty, and Military Leave**

   1. If a death occurs in an employee's or their spouse's immediate family, defined as mother, father, legal guardian, brother, sister, grandparent, spouse, or child, the employee may be granted bereavement leave with pay for up to five (5) days. Up to three (3) days of paid bereavement leave may be granted for the death of other relatives.
AUTHORIZING FINANCIAL INVESTMENT FOR COUNTY SINGLE STREAM RECYCLING

Whereas, the Development Authority of the North Country is desirous of reducing solid waste volume and diverting waste from landfill disposal, and

Whereas, the Development Authority has invested significantly in a regional recycling rebate program, education and public information advertising campaign, assumption of costs for household hazardous waste pharmaceuticals and cathode ray tube (CRT) recycling, and

Whereas, pursuant to Authority Resolution No. 2015-12-132, the Authority Board established financial incentives for single stream recycling initiatives, and

Whereas, all three Counties are considering capital investments to establish and/or enhance single stream recycling programs, and

Whereas, the Authority believes it is in the best interest of the Authority and its regional partners to comply with the New York State Department of Environmental Conservation (NYSDEC) waste hierarchy, enhance waste diversion, and utilize less expensive landfill airspace.

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

RESOLVED, the Development Authority of the North Country herewith amends its single stream recycling initiative as stated in Resolution No. 2015-12-132 to a.) increase the Authority capital cost participation to 50% of the capital investments by the partner county, not to exceed $600,000 per County, provided said investment advances the Authority’s regional goals for waste diversion and single stream recycling, and be it further
RESOLVED, said funding shall come from the solid waste capital reserve funds and determined by the Executive Director and Comptroller, and said funds shall be available upon submission of documentation of actual county expenditures to be reimbursed upon approval by Executive Director.

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. 2016-08-85 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]

Gary Turck  
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR MUNICIPAL DISSOLUTION
STUDY WITH THE VILLAGE OF HARRISVILLE

Whereas, the Village of Harrisville is a small community in Lewis County 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 Diana, 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 Harrisville is desirous of receiving technical assistance related to completing a dissolution study, and at the Village's board meeting on August 2, 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 Harrisville, 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: T. Hefferon
Seconded by: A. MackKinnon

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. 2016-08-86 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR CROSSTOWN CANAL PROJECT WITH THE VILLAGE OF POTSDAM

Whereas, the Development Authority is providing technical assistance to the Village under several existing contracts including a wastewater treatment plant capital 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 of Potsdam has completed a preliminary engineering study to evaluate improvements needed for the crosstown storm water collection canal; has received combined grant funding through the Office of Community Renewal Community Development Block Grant program, and the St. Lawrence River Valley Redevelopment Agency of $557,500; and the Village has committed to providing the additional funding needed to complete an up to $725,000 improvement project, and

Whereas, receiving technical services to provide project management services, assistance with grant administration, create a bid package and oversee the construction phase services as it pertains to the improvements. At its Board Meeting held on August 1, 2016, the Board selected the Authority to provide these services to the Village, and

Whereas, the total cost to deliver these services shall not exceed $30,000.

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 Potsdam, for a total not to exceed contract amount of $30,000 is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

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. 2016-08-87 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
CROSSTOWN CANAL PROJECT

WITH THE

VILLAGE OF POTSDAM

This Agreement entered into this ____ day of ___________ 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 wastewater treatment plant capital 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.

B. The Village will be undertaking a project to address necessary capital improvements of its Crosstown Stormwater Canal at an approximate cost of $725,000.

C. The Village is desirous of receiving technical services to provide project management services, assistance with grant administration, create a bid package and oversee the construction phase services as it pertains to the improvements. At its Board meeting held on ______________, 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:

a. **Project Management:**
   The Authority will coordinate all aspects of the project. This task will include coordinating with bond council to develop a resolution and securing short-term financing, coordinating with the engineer, communicating with the Village board, attendance at Village board meetings (as requested) to report on project status, coordinating with Village staff prior to and during project, and coordinating with the funding agency throughout the project to ensure proper approvals are obtained.

b. **Development of Bid Documents:**
   The Authority will provide the Village a customized bid package that incorporates all necessary items to competitively bid the project per General Municipal Law and include a work scope complete with payment items. An engineering firm, hired directly by the Village, will complete the design of the project and develop the technical specifications and drawings.

c. **Bid Oversight:**
   The Authority will answer contractor questions during the bid phase, attend and administer a pre-bid meeting, attend and administer the opening of bids, and provide a bid tabulation along with a recommendation of award for Village Board consideration. The Authority will consult with the design engineer on questions related to their design or technical specifications.

d. **Construction Oversight:**
   The Authority will oversee construction and perform construction administration services as needed for the duration of the project. It is assumed that the Authority will provide 24 days of inspection or 192 hours of inspection services.

e. **Grant Administration:**
   The Authority will assist the Village with progress reports, disbursement requests and M/WBE tracking and reporting as required by their Community Development Block Grant (Project No. 947PR72-15).

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 $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.
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 )
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

STATE OF NEW YORK )
COUNTY OF ST. LAWRENCE )

On this ___ day of ____________, 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.

________________________________________
NOTARY PUBLIC
AMENDMENT NO. 1 TO TECHNICAL SERVICES AGREEMENT
WITH THE ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY FOR ENGINEERING AND REDEVELOPMENT PLANNING
ASSISTANCE FOR THE FORMER JONES & LAUGHLIN ORE
PROCESSING FACILITY

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

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

Whereas, the engineering work to move forward with removal of the buildings is now complete, and a funding strategy has been developed that identifies the first phase of the project which includes the demolition and abatement of eleven buildings with a project duration of 90 days, and

Whereas, the SLCIDA has requested that the Authority provide construction phase services during the Phase 1 project to include part-time site inspection, review of contractor payment applications and submittals, review of proposed changes in scope of work, coordination with regulatory agencies, scheduling of construction progress meetings with contractor and project team, coordination with funding agencies, M/WBE reporting required by funding agencies, and monthly project status reporting to project stakeholder, and

Whereas, the additional scope of work will result in additional costs of $28,300.
Now, upon the recommendation of the Facilities Committee, therefore be it

RESOLVED, that Technical Services Agreement Amendment No. 1, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $58,300, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

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. 2016-08-88 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
AMENDMENT NO. 1
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT
WITH THE
ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FOR
ENGINEERING AND REDEVELOPMENT PLANNING ASSISTANCE FOR THE
FORMER JONES & LAUGHLIN ORE PROCESSING FACILITY

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

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

WHEREAS, the engineering work is now complete and a funding strategy has been developed that identifies the first phase of the project which includes the demolition and abatement of eleven buildings with a project duration of 90 days, and

WHEREAS, the SLCIDA has requested that the Authority provide construction phase services during the Phase 1 project to include part-time site inspection, review of contractor payment applications and submittals, review of proposed changes in scope of work, coordination with regulatory agencies, scheduling of construction progress meetings with contractor and project team, coordination with funding agencies, M/WBE reporting required by funding agencies, and monthly project status reporting to project stakeholder, and

WHEREAS, the additional scope of work will result in additional costs of $28,300.

NOW THEREFORE BE IT RESOLVED, that Technical Services Agreement Amendment No. 1, by and between the Authority and the St. Lawrence County Industrial Development Agency, for a total not to exceed contract amount of $58,300, is hereby approved.

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

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ______________________
James W. Wright
Executive Director

SLCIDA

By: ______________________
Patrick Kelly
Chief Executive Officer
TECHNICAL SERVICES AGREEMENT
TO DEVELOP MODIFIED WASTEWATER BILLING STRUCTURE
WITH THE VILLAGES OF CARTHAGE AND WEST CARTHAGE

Whereas, the Development Authority has been under contract by the Villages of Carthage and West Carthage ("Villages") since June 19, 1998, providing Operator of Record Services and Management Services and support of the Water Pollution Control Facility, and

Whereas, the Villages are undertaking a capital improvement project at their Water Pollution Control Facility (WPCF), located at 20 Hewitt Drive, and have been considering modifying their current billing structure to more fairly distribute costs and additional sewer debt that will be incurred as a result of the capital improvement project, and

Whereas, the Villages have requested the Authority provide additional services as identified in Section B “Management Services” of the Authority and Villages Operator of Record Services and Management Services contract to develop a modified wastewater billing structure that incorporates equivalent dwelling units (EDUs), and

Whereas, the total cost to deliver these services shall not exceed $7,000.

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

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Villages of Carthage and West Carthage, for a total not to exceed contract amount of $7,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - Yes Hefferon - Yes
Carter – Yes Hollenbeck - Present
Doheny – Present Hunt - Present
Johnson – Yes MacKinnon – Yes
Mastascusa - Yes Murray - Yes
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. 2016-08-89 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
WATER POLLUTION CONTROL FACILITY

WITH THE

VILLAGES OF CARTHAGE & WEST CARTHAGE

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

VILLAGE OF CARTHAGE, municipal corporation with offices at 120 South Mechanic Street, Carthage, New York 13619, and the VILLAGE OF WEST CARTHAGE, a New York municipal corporation with offices at 61 High Street, Carthage, New York 13619, ("Villages"),

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 has been under contract by the Villages of Carthage and West Carthage since June 19, 1998, providing Operator of Record Services and Management Services and support of the Water Pollution Control Facility.

B. The Villages have requested the Authority provide additional services as identified in Section B “Management Services” of the Authority and Villages Operator of Record Services and Management Services contract.

C. The Villages are undertaking a capital improvement project at their Water Pollution Control Facility (WPCF), located at 20 Hewitt Drive, and have been considering modifying their current billing structure to more fairly distribute costs and additional sewer debt that will be incurred as a result of the capital improvement project.

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 is as follows:
a) **Research & Data Collection**

The Authority will work with Villages' staff to acquire historical customer billing records, review water and sewer use laws pertaining to various customer rates, historical water and, if available, sewer flow data, water and sewer budgets and end of year financial reports for the last two years, and other pertinent documents pertaining to rate structure including the EDU tables that were developed by GHD as part of the Villages' New York State Clean Water State Revolving Fund Hardship Financing Application and USDA Rural Development Rural Utility Services Preliminary Eligibility Determination Request Application.

b) **Equivalent Dwelling Unit (EDU) Based Billing Model**

Many costs associated with water and sewer operations are fixed and do not change based on reduced flows. The Villages' current billing structures place most of the costs on variable billing based on flows. As the Villages incur additional debt to complete necessary capital improvements, it will be increasing important to ensure all customers fairly share in the allocation of debt. The Authority will develop an EDU-based sewer billing model, that can also be used for water, so the Villages can ensure that fixed costs are covered by revenues regardless of changes in customer usage.

c) **Microsoft Excel Rate Model**

Develop an Excel spreadsheet model so the Villages' personnel can evaluate the impacts of various rate scenarios on projected revenues.

d) **Letter Report**

Summarize results of rate assessment and recommendations in a letter report to the Villages' Joint Water/Sewer Board.

e) **Implementation**

Work with the Village clerks to modify the Villages' billing software so it can incorporate the new EDU-based billing system.

f) **Meeting Attendance**

Conduct two progress update meetings and attend joint board meetings to provide updates on project status.

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 $7,000. 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 2 – AUTHORITY LABOR RATES

<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>Facilities Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>Environmental Coordinator</td>
<td>$70</td>
<td>$92</td>
</tr>
<tr>
<td>Controls Engineer</td>
<td>$69</td>
<td>NA</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$65</td>
<td>NA</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$41</td>
<td>NA</td>
</tr>
</tbody>
</table>

3. The Villages shall provide the reasonable support services of its 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 Villages as additional insured on the liability policy.

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

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

8. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Villages 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 Villages 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.

9. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Villages. 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.

10. The parties acknowledge that the Authority has undertaken and may undertake various unrelated projects. 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 Villages 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 Villages arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.

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

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

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

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

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

16. The Villages and its authorized representatives retain all rights of access to the Water Pollution Control Facilities.
All of the above is established by the signatures of the authorized representatives of the parties.

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ____________________________  Date: ____________________________
     James W. Wright
     Executive Director

VILLAGE OF CARTHAGE

By: ____________________________  Date: ____________________________
     G. Wayne McIlroy
     President

ACKNOWLEDGEMENTS

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

On this ___ day of _____________, 2016, before me personally came Wayne McIlroy, who being duly sworn, did dispose and says that he is the President in the Village of Carthage, New York; that he is the President of the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

__________________________
NOTARY PUBLIC

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

On this ___ day of _____________, 2016, before me personally came Scott Burto, who being duly sworn, did dispose and says that he is the Mayor in the Village of West Carthage, 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.

__________________________
NOTARY PUBLIC
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
AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF LOWVILLE FOR GIS TECHNICAL SERVICES

Whereas, the Development Authority of the North Country (Authority) conducted a Geographic Information Systems (GIS) Needs Assessment in January 2016, recommending development of a web-based GIS for the Village of Lowville and the partnering communities of the Villages of Carthage and Turin; the Town of Watson; and Lewis County, and

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

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

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

Whereas, Management recommends entering into this Technical Assistance Service Agreement, for a not to exceed amount of $78,892.

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 Lowville, for a total not to exceed contract amount of $78,892, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: M. Murray
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. 2016-08-90 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]

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

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

VILLAGE OF LOWVILLE, a New York municipal corporation with offices at 5535 Bostwick St., Lowville, NY 13367, hereinafter referred to as "Village",

and

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

Recitals

1. In January of 2016, the Authority conducted a Geographic Information System (GIS) Needs Assessment for the Village and partnering communities of the Villages of Carthage and Turin; the Town of Watson; and Lewis County (hereafter "Partners"). The assessment recommended the Village and its Partners implement a web-based GIS to manage their water and sewer infrastructure and existing GIS data.

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

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

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

5. The Village, acting as lead agency for its Partners, has selected the Authority to provide these services at a meeting held on ______________, 2016. A Resolution from the Village’s board, selecting the Authority to provide these services and authorizing this agreement, is attached as Exhibit A.

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

The Authority will develop a web-based GIS comprising water, wastewater, gas, railroad, and other existing GIS datasets for the Village and Partners. The scope of services is outlined in 4 Phases below.

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

<table>
<thead>
<tr>
<th>Dataset Name</th>
<th>Data Type</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary/Storm Sewer Flow Direction Arrows</td>
<td>Point</td>
<td>Point file that is symbolized as an arrow. Symbol is assigned a degree direction of rotation based on the direction of wastewater flow in a sewer pipe.</td>
</tr>
<tr>
<td>Sanitary Sewer Grinder Pumps</td>
<td>Point</td>
<td>Point locations corresponding to areas where a grinder pump assembly is installed</td>
</tr>
<tr>
<td>Hydrography</td>
<td>Polygon</td>
<td>Areas covered by bodies of water (either lakes or streams)</td>
</tr>
<tr>
<td>Incident Points</td>
<td>Point</td>
<td>Incidents as identified by communities</td>
</tr>
<tr>
<td>Orthoimagery</td>
<td>Raster</td>
<td>High resolution aerial, color imagery showing ground conditions</td>
</tr>
<tr>
<td>Parcels</td>
<td>Polygon</td>
<td>Extent of customer’s property</td>
</tr>
<tr>
<td>Sanitary Sewer Pump Stations</td>
<td>Point</td>
<td>Point corresponding to sanitary sewer pump station.</td>
</tr>
<tr>
<td>Roads</td>
<td>Line</td>
<td>Road centerlines</td>
</tr>
<tr>
<td>Sewer Cleanouts</td>
<td>Point</td>
<td>Points that correspond to cleanouts which are perpendicular stubs that come off laterals above grade to allow access for cleaning instruments</td>
</tr>
<tr>
<td>District Boundaries</td>
<td>Polygon</td>
<td>Physical boundary of community’s water/sanitary sewer district</td>
</tr>
<tr>
<td>Wastewater Lines</td>
<td>Line</td>
<td>Sanitary Sewer/Storm water line, either gravity or force main</td>
</tr>
<tr>
<td>Sanitary/Storm Sewer Lines</td>
<td>Line</td>
<td>Sewer lines &amp; laterals, conveying wastewater from customer’s edifice to WWTP. Only extent of community-owned lines.</td>
</tr>
<tr>
<td>Wastewater Manholes</td>
<td>Point</td>
<td>Point location of manhole opening to gravity sanitary/storm sewer line</td>
</tr>
<tr>
<td>Sanitary Sewer/Water Meters</td>
<td>Point</td>
<td>Points at which water or wastewater is metered</td>
</tr>
<tr>
<td>Water Curbstops</td>
<td>Point</td>
<td>Points at which customer water service can be cutoff</td>
</tr>
<tr>
<td>Hydrants</td>
<td>Point</td>
<td>Points corresponding to water hydrants</td>
</tr>
<tr>
<td>Water Lines/Laterals</td>
<td>Line</td>
<td>Water lines &amp; laterals distributing water from WTP to customers. Only extent of community-owned lines</td>
</tr>
<tr>
<td>Water Valves</td>
<td>Point</td>
<td>Locations where water mains are isolated</td>
</tr>
<tr>
<td>Treatment Plant</td>
<td>Polygon</td>
<td>Water Treatment Plants and Wastewater Treatment Plants</td>
</tr>
<tr>
<td>Water Source</td>
<td>Point</td>
<td>Points at well sites, intake pipes, and other water sources</td>
</tr>
<tr>
<td>City/Town/Village Boundaries</td>
<td>Polygon</td>
<td>Physical extent of City, Village or Town.</td>
</tr>
<tr>
<td>Gas Lines</td>
<td>Line</td>
<td>Gas lines distributing gas through transmission or customer lines</td>
</tr>
<tr>
<td>Gas Valves</td>
<td>Point</td>
<td>Locations of valves along gas lines</td>
</tr>
<tr>
<td>Railroads</td>
<td>Line</td>
<td>Railroad lines, both active and inactive</td>
</tr>
<tr>
<td>Railroad Mileposts</td>
<td>Point</td>
<td>Locations of railroad milepost identifiers</td>
</tr>
</tbody>
</table>
2. **Phase 2 – Conversion of Hardcopy Records to GIS Format:** The Authority will populate the GIS data model using the Partners’ existing hardcopy water/wastewater and other infrastructure records. These records include engineering drawings. Per requirements set by the New State Archives, the scanning portion of the project will be completed by New York State Industries for the Disabled Member Continuum Services, Inc. in a separate contract between the Village and Continuum Services, Inc. The records will be digitized (i.e. scanned) at a resolution of 400 dots per square inch (DPI) by Continuum Services, and the digital record images will be delivered to the Authority. The Authority will georectify the digital records to the New York State Plane Central coordinate system using desktop GIS software and digitize the infrastructure details. Specifications, such as pipe diameter, material, etc., as contained in the records, will be input into the model. Lastly, the Authority will conduct a quality control of the georeferencing procedure. Quality control will involve locating a sample of infrastructure features with high-accuracy GPS and making adjustments accordingly so that features are within < 3 feet of their actual field-located position.

3. **Phase 4 – Web-based Interface, Hosting & Training** – Once the records are converted to GIS format, the Authority will upload them into its Internet Mapping Application (IMA), a web-based GIS developed from ESRI’s ArcServer and JavaScript architecture. The Partners will each have their own separate, password-protected portal to access their water GIS data. Access to the IMA will be provided to the Partners for a period of one year (known hereafter as the “initial hosting period”). The initial hosting period will begin the day after the project is closed. At the conclusion of the project, the Authority will provide the Partners with GIS Hosting Agreements containing provisions for hosting services and costs to continue hosting services after the initial hosting period.

4. The Village shall pay the Authority for such services at the labor hour burdened rates for the specific job classification performing the services as shown in Table 2 below; provided, however, that the total cost of such services shall not exceed $78,892. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice. The Authority reserves the right to update the hourly rates on an annual basis each April 1st to accommodate cost of living adjustments which are made in conjunction with the beginning of the Authority’s fiscal year.

<table>
<thead>
<tr>
<th>Employee Grade</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Manager</td>
<td>$100</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>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>
5. The Village shall provide the reasonable support services of its staff as appropriate in implementing the project and shall assign a person as the primary point of contact with the Authority.

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

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

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

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

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

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

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

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

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

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

17. The scheduled project completion date is June 30, 2017.

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

VILLAGE OF LOWVILLE

By: ______________________
   Donna Smith
   Village Mayor

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ______________________
   James W. Wright
   Executive Director

ACKNOWLEDGEMENTS

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

On this ____ day of ______________, 2016, before me personally came Donna Smith, who being duly sworn, did dispose and says that she resides in Lowville, New York; that she is authorized to sign this Agreement on behalf 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
AMENDMENT NO. 2 TO TECHNICAL SERVICES AGREEMENT WITH THE TOWN OF FINE FOR ENGINEERING ASSISTANCE WITH THE WANAKENA FOOTBRIDGE PROJECT

Whereas, the Development Authority of the North Country (Authority) and the Town of Fine (Town) entered into an Agreement dated November 11, 2015 to provide Technical Services for the Town of Fine Wanakena Footbridge Project (Project), for an amount not to exceed $15,000, and

Whereas, the Town entered into Amendment No. 1 on May 11, 2016 for an additional cost of $7,500, which entailed additional services to perform construction inspection, generally consisting of 2 site visits per week for an estimated 6 hours per visit for an estimated 8 – 10 weeks, and

Whereas, the scope of the Project has been increased to include replacement of the anchor supports for the bridge, which will increase the construction schedule by an estimated 6 weeks, require additional support time to obtain competitive quotes, review submittals, coordinate with the Town's architect, perform site visits, and oversee construction activities, and

Whereas, the additional scope of work will result in additional costs of $5,000.

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

RESOLVED, that Technical Services Agreement Amendment No. 2, by and between the Authority and the Town of Fine, for a total not to exceed contract amount of $27,500, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment.

Motion by: M. Murray
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. 2016-08-91 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
AMENDMENT NO. 2

TO TECHNICAL SERVICES AGREEMENT BETWEEN

TOWN OF FINE

AND

THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

WHEREAS, the Development Authority of the North Country (Authority) and the Town of Fine (Town) entered into an Agreement dated November 11, 2015 to provide Technical Services for the Town of Fine Wanakena Footbridge Project (Project), for an amount not to exceed $15,000, and

WHEREAS, the Town entered into Amendment No. 1 on May 11, 2016 for an additional cost of $7,500 which entailed additional services to perform construction inspection, generally consisting of 2 site visits per week for an estimated 6 hours per visit for an estimated 8 – 10 weeks, and

WHEREAS, the scope of the Project has been increased to include replacement of the anchor supports for the bridge, which will increase the construction schedule by an estimated 6 weeks, require additional support time to obtain competitive quotes, review submittals, coordinate with the Town’s architect, perform site visits, and oversee construction activities; which will result in added costs of $5,000.

NOW, THEREFORE, the Authority and the Town agree to increase the Authority’s contract by $5,000 with Amendment No. 2, bringing the total not to exceed amount of this Agreement to $27,500.

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

AUTHORITY

By: ____________________________
James W. Wright

Title: Executive Director

Date: __________________________

TOWN OF FINE

By: ____________________________
Susan N. Westbrook

Title: Supervisor

Date: __________________________
TECHNICAL SERVICES AGREEMENT
FOR UNITED CEREBRAL PALSY RESIDENTIAL FACILITY
WATER MAIN EXTENSION PROJECT
WITH THE VILLAGE OF LYONS FALLS

Whereas, the Village of Lyons Falls (Village) is undertaking a Water Line Extension Project to serve a new residential facility for the United Cerebral Palsy (UCP). This Project will create 16 new jobs and has received funding from the Northern Border Regional Commission, and

Whereas, the Village is interested in receiving technical assistance related to project management, regulatory coordination, construction administration and inspection for the extension of its water main to serve the new UCP facility, and

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

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

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

Motion by: 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. 2016-08-92 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
UNITED CEREBRAL PALSY WATER LINE EXTENSION PROJECT

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, Lyons Falls, New York 13668, 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 is undertaking a Water Line Extension Project to serve a new residential facility for the United Cerebral Palsy. This Project will create 16 new jobs and has received funding from the Northern Border Regional Commission.

B. The Village has requested technical services from the Authority to assist the Village with this project. At its Board meeting held on August 22, 2016, the Board approved the Authority to assist the Village with this task. A copy of this Resolution has been attached as Exhibit A.

C. 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 is as follows:

   a. Project Management:

      The Authority will coordinate all aspects of the project. This task will include coordinating with the engineer, communicating with the Village board, attendance at Village board meetings (as requested) to report on project status, coordinating with Village staff prior to and during
project, and coordinating with the funding and regulatory agencies throughout the project to ensure proper approvals are obtained.

b. **SEQR/SHPO and NYS Department of Health Review:**

The Authority will assist the Village in completing State Environmental Quality Review (SEQR) as well as submitting a request to the NYS Historic Preservation Office (SHPO) to obtain approval. It is assumed that the SHPO will issue a “no adverse impacts” letter without additional investigation since the water line will be installed in previously disturbed areas of the County road right of way. The Authority will also coordinate with the NYS Department of Health to ensure any regulatory approvals are obtained prior to and after construction.

c. **Development of Bid Documents:**

The Authority will provide the Village a customized bid package that incorporates all necessary items to competitively bid the project per General Municipal Law and include a work scope complete with payment items. An engineering firm, hired directly by the Village, will complete the design for the project and develop the technical specifications and drawings.

d. **Bid Oversight:**

The Authority will answer contractor questions during the bid phase, attend and administer a pre-bid meeting, attend and administer the opening of bids, and provide a bid tabulation along with a recommendation of award for Village Board consideration. The Authority will consult with the design engineer on questions related to their design or technical specifications.

e. **Construction Oversight:**

The Authority will oversee construction and perform construction administration services as needed for the duration of the project. It is assumed that the Authority will provide up to 5 days of inspection or 40 hours of inspection services. The Authority will also update the Village’s GIS Mapping System with the newly installed water main, including any valves and hydrants.

f. **Grant Administration:**

Grant administration is not covered in this Agreement.

2. The Village shall pay the Authority at the labor hour burdened rate for the specific job classification performing the services (see Table 1) and for mileage to attend meetings, perform site visits etc. at the federal reimbursement rate; provided, however, that the total cost of such services shall not exceed $10,000. 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 LYONS FALLS

By:______________

Catherine Liendecker
Mayor
ACKNOWLEDGEMENTS

STATE OF NEW YORK
COUNTY OF ST. 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 Mayor of the Village described herein, and which executed the foregoing instrument; and that she signed his name thereto by order of said Village.

__________________________
NOTARY PUBLIC

STATE OF NEW YORK
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
AUTHORIZING AGREEMENTS WITH U.S. NORTHERN BORDER REGIONAL COMMISSION NEW YORK STATE DEPARTMENT OF STATE AND LOCAL MUNICIPALITIES AS A LOCAL DEVELOPMENT DISTRICT

Whereas, the Northern Border Regional Commission (NBRC) is a federal regional economic development partnership between federal, state, and local governments established in 2003 by Congress, and

Whereas, the NBRC works with the New York State Department of State (DOS) for the administration of projects and funding, utilizing certified Local Development District (LDD), and

Whereas, the counties of Jefferson, Lewis, St. Lawrence, and Franklin are the only counties in New York State not included within a LDD, and

Whereas, the New York Department of State suggested the Development Authority serve as the region’s LDD, and

Whereas, the Development Authority submitted an application for said designation to the NBRC, completed the necessary training to be certified as a LDD and will be certified as the LDD for the four county region, and

Whereas, upon receipt of the LDD certification, the Authority will be requested to provide project and financial management for NBRC projects and to collect administrative revenues for the grant administration and any engineering services.

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

RESOLVED, the Development Authority of the North Country herewith reaffirms its interest and intent to serve as a Local Development District for the Northern Border Regional Commission, and be it further
RESOLVED, the Executive Director is herewith authorized to enter into any related agreements for program and project implementation, provided said agreements are with the NBRC, the New York State Department of State, and any municipality within the four-county certified Local Development District, and be it further

RESOLVED, upon the NBRC awarding contracts annually, the Development Authority will annually report to its Board the municipal contracts received and administered.

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

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. 2016-08-93 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR SEWER DISTRICT CONSOLIDATION STUDY WITH THE TOWN OF TUPPER LAKE

Whereas, the Development Authority has been working with the Village and Town of Tupper Lake since 2015 to expand water and sewer capacity to support economic development projects within the Town, and

Whereas, the Town of Tupper Lake is interested in receiving technical assistance related to completing a consolidation study of its sewer districts, and

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

Whereas, the Town at its board meeting held on July 14, 2016 selected the Authority to provide technical services to complete a sewer district consolidation study, and

Whereas, the total cost to deliver these services shall not exceed $35,000.

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

RESOLVED, that the Technical Services Agreement by and between the Authority and the Town of Tupper Lake, for a total not to exceed contract amount of $35,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

Motion by: A. MacKinnon
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. 2016-08-94 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
TECHNICAL SERVICES AGREEMENT FOR WATER DISTRICT CONSOLIDATION STUDY WITH THE TOWN OF TUPPER LAKE

Whereas, the Development Authority has been working with the Village and Town of Tupper Lake since 2015 to expand water and sewer capacity to support economic development projects within the Town, and

Whereas, the Town of Tupper Lake is interested in receiving technical assistance related to completing a consolidation study of its water districts, and

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

Whereas, the Town at its board meeting held on July 14, 2016 selected the Authority to provide technical services to complete a water district consolidation study, and

Whereas, the total cost to deliver these services shall not exceed $35,000.

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

RESOLVED, that the Technical Services Agreement by and between the Authority and the Town of Tupper Lake, for a total not to exceed contract amount of $35,000, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Calligaris - 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. 2016-08-95 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
AUTHORIZING MODIFICATION TO REGIONAL DEVELOPMENT DIVISION BUDGET TO IMPLEMENT FORT DRUM JOINT LAND USE STUDY

Whereas, Resolution No. 2015-06-70 authorized the application for funds to the U.S. Office of Economic Adjustment for the purposes of providing planning services in support of the Fort Drum Garrison and local communities, and

Whereas, Resolution No. 2015-06-70 authorized the Executive Director to submit the required application and documentation and to execute the appropriate contractual agreements for said funding, and

Whereas, the Authority was the recipient of $526,500 from the Office of Economic Adjustment to complete a Fort Drum Joint Land Use Study, and

Whereas, the Authority requested proposals from qualified firms from across the country to provide services to complete the Fort Drum Joint Land Use Study, and

Whereas, the Authority received responses from five firms of which a committee comprised of representation from the Authority, Fort Drum Garrison, and the Steering Committee interviewed three firms, and

Whereas, Matrix Design Group was selected to complete the Fort Drum Joint Land Use Study based upon their expertise in completing similar projects and their understanding of military mission, and

Whereas, the Regional Development Division budget requires modification to accept grant funds and to engage the consultant for projected expenditures in FYE 2017 as follows:

    Federal Grant Income: $175,000
    Consulting Expense: $175,000

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby authorize a modification to the Regional Development Division Budget to implement the Fort Drum Joint Land Use Study as follows:

Increase Federal Grant Income $175,000
Increase Consulting Expense $175,000

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

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. 2016-08-96 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
RATIFYING LOAN ISSUED THROUGH NORTH COUNTRY REDEVELOPMENT LOAN FUND FOR ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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 August 12, 2016 to review an application from the St. Lawrence County Industrial Development Agency, and

Whereas, the St. Lawrence County Industrial Development Agency proposes to complete hazardous materials abatement and demolition of several buildings located on the former Jones and McLaughlin site in the Town of Clifton, and

Whereas, the Authority recognizes the importance of this project as a North Country Regional Economic Development Council priority project and a priority to the Town of Clifton and St. Lawrence County, and

Whereas, Authority Engineering staff has an agreement with the St. Lawrence County Industrial Development Agency to oversee the work to be completed at the site, 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 Empire State Development funds are to be applied against capital project costs, which specifically excludes repayment of loan funds to the Development Authority of the North Country and/or project administration fees contracted with the Development Authority, said provisions shall be reflected in the Term Sheet as an additional contingency, 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 St. Lawrence County Industrial Development Agency 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: A. Calligaris
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. 2016-08-97 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
TERM SHEET

Borrower: St. Lawrence County Industrial Development Agency
Loan Fund: North Country Redevelopment Fund
Amount: $500,000 ($250,000 loan/$250,000 grant)
(New York State Empire State Development Funding)
Term: 12 months
Rate: 1%
Payment: Interest-only due upon receipt of the final payment
Collateral: Assignment of grant proceeds
Conditions: Minimum $88,125 owner cash/equity contribution
Proof of National Grid Grant in amount of $146,875
Proof of DASNY Grant in amount of $50,000
Proof of EPA Grant in amount of $15,000
Acceptable MWBE Utilization Plan
Loan will be disbursed as a construction loan
Recapture provision on the grant of $250,000-10 years with
10% declining balance annually.
Acceptable MOU between County and St. Lawrence County IDA
North Country Economic Development Fund  
August 17, 2016

BORROWER:  
St. Lawrence County Industrial Development Agency

BUSINESS ADDRESS:  
19 Commerce Lane, Suite 1  
Project Location: Intersection of State Route 3 and County Route 60 in the town of Clifton

OWNERSHIP:  
Industrial Development Agency

AMOUNT REQUESTED:  
$250,000, 12 months, or upon receipt of the grant funds, whichever occurs first, 1%/250,000 grant

PAYMENTS:  
Interest only due upon payment of the loan.

PRIMARY COLLATERAL:  
Assignment of Grant Proceeds

GUARANTORS:  
None

JOB CREATION:  
Existing: 0  
New-Year 1: 0  
New-Year 2: 0  
New-Year 3: 0  
Total Jobs: 0 FTE

SOURCES:  
USES:

**"N.C. Redevelopment Fund Loan will bridge National Grid, EPA and DASNY during construction and will be repaid upon completion of the project."

PROJECT OVERVIEW:

St. Lawrence County Industrial Development Agency (SLCIDA) is requesting $500,000 from the North Country Redevelopment Fund ($250,000 loan/$250,000 grant) to complete Phase I of the J&L site redevelopment project. The IDA is redeveloping the site on behalf of the owner of the site, St. Lawrence County. *This phase of the project will result in hazardous material abatement and demolition of buildings #1,4,5,6,8,10,11, and 12. The project also includes engineering and air monitoring and inspection services. This is a priority project of the North Country Regional Economic Development Council.*

The former Jones and Laughlin Steel ore processing site is a long-standing visual blight along the northern Gateway to the Adirondack Park along State Route 3 just east of the Hamlet of Star Lake. the 54-acre Jones and Laughlin (J&L) site was used as an iron ore processing facility as far back as 1889. The steel plant ceased operations in 1977 and the site has had a
long and varied history of ownership including as an asset of the Defense Plant Corporation and the Reconstruction Finance Corporation during and after World War II. Recent efforts to reuse the site have been hampered by the contamination present on the site as well as the continuing deterioration of structures.

Jones & Laughlin Remediation Site, State Highway 3
Town of Clifton, St. Lawrence County, New York
Environmental History

At the Benson Mines facility, iron ore was strip mined in an open pit, reduced in a crushing process, concentrated through physical processes, and mixed with coke and sintered in oil fired furnaces to produce clinkers which were shipped to Pennsylvania in rail cars. Former plant operations required large volumes of water that were pumped from the Little River. The enterprise also required large volumes of fuel oil to power the sintering plant. An estimated
Motion- North Country Economic Development Fund
Second- August 17, 2016
Approved

7,000 gallons per day of fuel oil were used during the plant's operation. The facility ceased operations in 1977.

A 1993 report titled, "Asbestos/Demolition Survey and Landfill Feasibility Study for the J&L Iron Ore Mine, Star Lake, New York" was completed by Jack Eisenbach Engineering, P.C. In 1993 a demolition and salvage contractor began work on some of the buildings, although work ceased before the buildings were completely dismantled. In 1995 the NYS Department of Labor informed the contractor of the requirements for handling friable asbestos and issued a license. The DEC indicated that specified construction and demolition debris could be disposed of on-site, and some materials were so disposed. It is unclear whether the contractor fully complied with the stipulations of the NYSDOL license and/or other state regulations.

Current Conditions

Current site conditions include abandoned buildings once used as part of the iron ore processing facility. The majority of the buildings are dilapidated. Many of the buildings have undergone partial or total demolition and are potentially dangerous to trespassers and/or work crews on the site. Piles of demolition debris including steel scrap, piles of black iron concentrate, concrete, asbestos siding and transite roofing are scattered throughout the site. Friable asbestos, waste rock and mine tailings are also present on site. Adjacent to the site is the formerly-active open pit iron ore strip mine (owned by the Benson Trust) that is now filled with water, forming a rather sizeable lake. The parcel extends into the formerly-mined area and therefore now includes some underwater lands and the submerged remains of some of the ore-conveyance structures. The site generally slopes toward the Little River that passes through the middle of the parcel. Estimates of more than 1,000,000 gallons of spilled fuel oil have accumulated in the ground beneath a portion of the site. This oil was undetected for at least ten years until some of it emerged from the ground and appeared as sheen on the water of the Little River in 1987. The DEC and the EPA have been overseeing an oil recovery program ever since. To date, more than 350,000 gallons of fuel oil have been recovered.

In 2002, the County applied to NYS DEC under the Environmental Restoration Program for funds to help finish assessing the contamination levels and remedial needs of the site and in 2005 was granted a "temporary incident of ownership" under the rules of the program to initiate that work. Several amendments to the initial contract were required as work progressed and in March 2013, the NYS DEC issued a Record of Decision (ROD) covering 18 acres of the site that were essentially determined to be re-developable subject to conditions and without further remedial efforts. As part of a tri-lateral arrangement, the County, the NYS DEC and the US EPA all agreed about how work would proceed on further remediation. Subsequently, conditioned in part upon the ROD and the removal of other environmental liabilities, the County completed its tax foreclosure and became the owner of record of the site in April, 2014.

In 2014, the US EPA undertook actions to remove some contamination from the remaining, contaminated 36-acre site and is now the entity responsible for the remainder of the oil spill.

The Engineering staff of the Development Authority of the North Country (DANC) is working under contract with the St. Lawrence County IDA to perform an engineering assessment of the costs to demolish the remaining 28 structures on the site as well as utility tunnels, paving and other deteriorated features in order to render the site "build ready" as a reclaimed brownfield area. A cursory estimate of the total cost of demolition, disposal and site grading at approximately 3-4 million dollars.
Economic Benefit

The ultimate goal of the site investigation and remediation work is to return the J&L property back to productive use and create jobs in this economically depressed community. Based on the 2010 Census:

1. Median household income in the Hamlet of Star Lake was $42,500 or 72 percent of the statewide median household income of $58,687. The town’s per capita income in 1999 was $20,211 or 61 percent of the state’s per capita income of $32,869.

2. Income and poverty status figures from American Community Survey (Census) indicate that 17.1 percent of the Hamlet’s population live below the federal poverty line. By comparison, 15.6 percent of the state’s population lives in poverty.

Proposed Future Use of the Property

The property is proposed for redevelopment as a business and light industrial park owned by either the St. Lawrence County Industrial Development Agency or the Clifton-Fine Economic Development Commission. The area is within the Adirondack Park and zoned for industrial uses.

A portion of the 18-acre parcel is currently employed as a boat washing station to help control the spread of aquatic invasive species in the Adirondacks and other NYS waterway and lakes.

The site has excellent access to NYS Rt. 3. There currently is an unused rail line that passes through the site that is maintained by GVT Rail, Inc. under an agreement with the St. Lawrence County Industrial Development Agency. This rail line between Newton Falls and Carthage, NY is currently being refurbished by a $10 million project.

The State and the County have already invested millions and hundreds of thousands of dollars respectively in the management and restoration of the site. Completing the work and eliminating this nearly 50 year blight and restoring it to appropriate, productive, industrial use within the Adirondack Park would be a notable accomplishment. The County is seeking the assistance of the State of New York for the demolition and restoration of the site to a reusable condition. However, local stakeholders seek guidance on the nature of the re-use of the site; a re-use framework or assessment, similar to that developed for the GM Massena Site in 2011, would provide direction and guidance for stakeholders and the demolition and remediation actions underway and/or proposed at the site.

MANAGEMENT:

St. Lawrence County IDA has a site access agreement with St. Lawrence County to redevelop the J&L site. The IDA has an agreement with the Development Authority of the North Country to oversee project management.
FINANCIAL ANALYSIS:

**Income Statement**

<table>
<thead>
<tr>
<th>FYE December 31</th>
<th>Actual 2013</th>
<th>Actual 2014</th>
<th>Actual 2015</th>
<th>Actual 6/30/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$898,154</td>
<td>$1,052,619</td>
<td>$1,646,792</td>
<td>$294,067</td>
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<tr>
<td>Total Expenses</td>
<td>$1,407,609</td>
<td>$1,739,668</td>
<td>$1,259,746</td>
<td>$641,461</td>
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<tr>
<td>Other Income/(Expenses)</td>
<td>$0</td>
<td>$0</td>
<td>($92,326)</td>
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<tr>
<td>Change in Net Assets</td>
<td>($509,455)</td>
<td>($687,049)</td>
<td>$294,720</td>
<td>($347,394)</td>
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<tr>
<td>+Depreciation</td>
<td>$115,669</td>
<td>$93,350</td>
<td>$91,558</td>
<td>N/A</td>
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<tr>
<td>+Loss on Sale of Fixed Assets</td>
<td>$212,471</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Available for Debt Service</td>
<td>($393,786)</td>
<td>($381,228)</td>
<td>$386,278</td>
<td></td>
</tr>
</tbody>
</table>

- Audits were provided for FYE 2013, 2014 and 2015. The 2014 figures were restated with the 2015 audit.

- Primary revenue in 2014 and 2015 was grant income for the Newton Falls Rail Repair project. This totaled $386,710 in 2014 and $913,290 in 2015. The IDA also received an administrative fee of $607,200 in 2014 and $607,200 in 2015. This is comprised of $400,000 from St. Lawrence County for economic development, $200,000 from the RVRDA for administrative services, and $7,200 from the Greater Massena Economic Development Fund for administrative services.

- Primary expenses are related to their ownership or involvement in eligible projects such as the Gouverneur Industrial Park, First Gouverneur Industrial Building, Massena-Lot 17 and Massena-Lot 20 in the Massena Industrial Park, Newton Falls Rail Repair, Potsdam Commerce Park, Canton Industrial Park, and Canton Industrial Building. Expenses for these projects totaled $795,518 in 2014 and $433,249 in 2015. Of these expenses, $686,137 and $284,754 were for the Newtown Falls Rail Repair in 2014 and 2015 respectively. These expenses are reimbursable through a NYS grant.

- The IDA also had Administrative Operating Expenses of $908,174 in 2014 and $821,246 in 2015. This was comprised primarily of salaries and wages of $426,104 in 2014 and $376,838 in 2015; employee benefits of $172,655 in 2014 and $157,239 in 2015; and other post employee benefits (OPEB) of $121,986 in 2014 and $130,288 in 2015.

- As of 6/30/2016, primary revenue from St. Lawrence County, $150,000, and the IDA LDC and RVRDA administrative services revenue, $100,000. Expenses primarily related to the Newton Falls Rail Rehab project, $252,037, and payroll expenses, $300,020. Depreciation has not been booked to date. Grant revenue has not been received yet against expenses for the Newton Falls Rail Rehab project.

**Cash Flow Analysis**

- The ability to repay the debt will come from the National Grid grant of $146,875 and cash into the project. The IDA has received the following cash commitments: River Valley Redevelopment Agency, $18,000, Town of Clifton, $10,000, Darnot Fund, $10,000, and
St. Lawrence County, $15,125. They also have commitments from ESD in the amount of $87,500 and the Dormitory Authority in the amount of $50,000.

Balance Sheet

<table>
<thead>
<tr>
<th>FYE December 31</th>
<th>Actual 2013</th>
<th>Actual 2014</th>
<th>Actual 2015</th>
<th>Actual 6/30/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>$3,696,450</td>
<td>$4,395,098</td>
<td>$4,673,204</td>
<td>$4,314,861</td>
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<tr>
<td>Long-term Assets</td>
<td>$4,274,373</td>
<td>$4,247,082</td>
<td>$4,247,504</td>
<td>$4,274,356</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$7,970,823</td>
<td>$8,642,180</td>
<td>$8,920,708</td>
<td>$8,589,217</td>
</tr>
<tr>
<td>Deferred Outflows-Pension</td>
<td>$0</td>
<td>$70,529</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Assets plus Deferred</strong></td>
<td>$7,970,823</td>
<td>$8,642,180</td>
<td>$8,991,237</td>
<td>$8,589,217</td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>$76,572</td>
<td>$183,477</td>
<td>$110,684</td>
<td>$5,700</td>
</tr>
<tr>
<td>Long Term Liabilities</td>
<td>$784,660</td>
<td>$2,201,894</td>
<td>$2,309,712</td>
<td>$2,287,056</td>
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<tr>
<td><strong>Total Liabilities</strong></td>
<td>$861,232</td>
<td>$2,385,371</td>
<td>$2,420,396</td>
<td>$2,292,756</td>
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<tr>
<td>Deferred inflows-Pension</td>
<td>$0</td>
<td>$19,312</td>
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<td></td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td>$7,109,591</td>
<td>$6,256,809</td>
<td>$6,551,529</td>
<td>$6,296,481</td>
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<tr>
<td><strong>Total Liabilities &amp; Net Position</strong></td>
<td>$7,970,823</td>
<td>$8,642,180</td>
<td>$8,991,237</td>
<td>$8,589,237</td>
</tr>
</tbody>
</table>

Ratio Analysis

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Working Capital</td>
<td>$3,619,878</td>
<td>$4,211,621</td>
<td>$4,562,520</td>
<td>$4,309,161</td>
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<tr>
<td>Current Ratio</td>
<td>48.24</td>
<td>23.95</td>
<td>42.22</td>
<td>757</td>
</tr>
<tr>
<td>Debt/Worth</td>
<td>.12</td>
<td>.38</td>
<td>.37</td>
<td>.36</td>
</tr>
</tbody>
</table>

- Total assets increased in 2015 over 2014 due to an increase in cash due to grant proceeds received for the Newtown Falls Rail Repair project.

- Current assets comprised primarily of cash totaling $4,140,947 as of 12/31/14, and $4,395,079 as of 12/31/15.

- Long term assets primarily comprised of capital assets net of depreciation totaling $3,028,785 on 12/31/14 and $3,609,457 on 12/31/2015. The IDA also has capital leases receivable.

- Current liabilities comprised primarily of current portion of long term debt of $122,023 on 12/31/14 and $99,165 on 12/31/15. IDA has debt totaling $1,659,399 on 12/31/14 and $1,537,376 on 12/31/15. These debts are for buildings or land that the IDA owns in industrial parks.

- IDA implemented GASB 68, Accounting and Financial Reporting for Pension in 2015. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources and expenses.

- The IDA's unrestricted net position is classified as unassigned or assigned. The IDA's unassigned net position was $1,980,547 and $1,667,798 as of 12/31/15 and 12/31/14.

St. Lawrence County Industrial Development Agency
respective. Its assigned net position was $2,000,000 for both 12/31/15 and 12/31/2014.

- On 6/30/2016, current liabilities are $5700. It appears that the IDA does not reflect their current portion of long term debt on their interim financial statements. This would bring their current liabilities in-line with historic year-end figures.

COLLATERAL:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Grid Grant</td>
<td>$146,875</td>
</tr>
<tr>
<td>Owner Contribution</td>
<td>$ 88,125</td>
</tr>
<tr>
<td>DASNY Grant</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>EPA Grant</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Total Grants</td>
<td>$300,000</td>
</tr>
<tr>
<td>DANC Loan</td>
<td>$250,000</td>
</tr>
<tr>
<td>LTV</td>
<td>.83</td>
</tr>
</tbody>
</table>

1. Assignment of National Grid, EPA and DASNY Grant proceeds.

CONTINGENCIES:

1. Minimum $103,125 owner cash contribution
2. Proof of National Grid Grant in amount of $146,875
3. Proof of DASNY Grant in amount of $50,000
4. Acceptable MWBE Utilization Plan
5. Loan will be disbursed as a construction loan
6. Recapture provision on the grant of $250,000-10 years with 10% declining balance annually.
7. Acceptable MOU between County and St. Lawrence County IDA
AUTHORIZING LOAN FROM COMMUNITY DEVELOPMENT LOAN FUND TO LEWIS COUNTY DEVELOPMENT CORPORATION TO BRIDGE PHASE III OF A NATIONAL GRID GRANT FOR REDEVELOPMENT OF LYONS FALLS PAPER MILL

Whereas, Resolution No. 2012-05-09 authorized a loan in the amount of $330,000 to bridge an Empire State Development Grant in the amount of $330,000 to the Lewis County Development Corporation for engineering costs related to the redevelopment of the former Lyons Falls Pulp and Paper Mill ("Mill Project"), and

Whereas, Resolution No. 2013-12-12 authorized a loan in the amount of $500,000 to bridge an Empire State Development Grant in the amount of $500,000 to the Lewis County Development Corporation for demolition costs associated with the Mill Site, and

Whereas, Resolution No. 2015-08-95 authorized a loan in the amount of $250,000 to bridge a New York State grant for redevelopment of the Mill Site, and

Whereas, these loans have been repaid by the Lewis County Development Corporation in full, and

Whereas, Resolution No. 2016-06-74 ratified a loan issued through the North Country Redevelopment Loan Fund for Lewis County Development Corporation to complete Phase III of the Mill Site project, and

Whereas, the Lewis County Development Corporation is the recipient of a grant from National Grid in the amount of $222,500 to complete Phase III of the project, and

Whereas, the National Grid grant funds are paid upon completion of the project, and

Whereas, this request is a continuation of financing previously authorized by the Authority to complete Phases I and II of the Mill Site redevelopment project, and

Whereas, the Authority continues to provide contract engineering and redevelopment oversight of the project for the Village of Lyons Falls.

Now, upon the recommendation of the Project Development Committee, therefore be it
RESOLVED, the Development Authority of the North Country does hereby authorize a loan from the Community Development Loan Fund in the amount of $222,500 to the Lewis County Development Corporation at the terms and conditions outlined in the attached Term Sheet, and authorizes the Executive Director to execute all appropriate documents necessary to make the loan, therefore be it

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. 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. 2016-08-98 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
TERM SHEET

Borrower: Lewis County Development Corporation
Loan Fund: Community Development Loan Fund
Loan Amount: $222,500.00
Term: 12 months, or upon receipt of the final disbursement from National Grid, whichever occurs first
Rate: 1.5%
Payment: Interest-only due upon receipt of the final payment
Collateral: Assignment of grant proceeds
MODIFYING LOAN FROM NORTH COUNTRY REDEVELOPMENT LOAN FUND TO LEWIS COUNTY DEVELOPMENT CORPORATION

Whereas, Resolution No. 2016-06-74 ratified a commitment of $500,000, comprised of a $250,000 loan and a $250,000 grant consistent with the program guidelines to the Lewis County Development Corporation toward the redevelopment of the former Lyons Falls Pulp and Paper Mill site, and

Whereas, a condition of the loan was a second mortgage on the real estate known as the former Lyons Falls Pulp and Paper Mill site, and

Whereas, upon further consideration the Authority determined that due to the potential liabilities associated with the site that a second mortgage on the real estate known as the former Lyons Falls Pulp and Paper Mill site was not in the Authority's best interest, and

Whereas, the $250,000 loan is secured by the guaranty of the Lewis County Industrial Development Agency, and

Whereas, the Regional Loan Review Committee met on August 12, 2016 and is recommending this modification for your approval, and

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

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

RESOLVED, the Development Authority of the North Country does hereby remove as a condition of a commitment from the North Country Redevelopment Loan Fund in the amount of $500,000 to the Lewis County Development Corporation the requirement for a second mortgage on the real estate at the terms and conditions outlined in the attached Term Sheet and authorizes the Executive Director to execute all appropriate documents necessary to make the grant/loan, therefore be it
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. MacKinnon
Seconded by: F. Carter

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. 2016-08-99 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]

Gary Turck
Board Chairman
TERM SHEET

Borrower: Lewis County Development Corporation

Loan Fund: North Country Redevelopment Loan Fund

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

Term: Not to exceed 20 years

Rate: 1% (New York State Program Criteria)

Payment: Annual principal and interest

Collateral: Lewis County Industrial Development Agency loan guaranty

Contingencies: Owner cash contribution
Proof of National Grid grant in the amount of $222,500
ESD funds cannot be used to repay Authority loan or Authority project management
Lewis County Industrial Development Agency loan guaranty
Acceptable MWBE utilization plan
Recapture provision on grant portion-10 years with 10% declining balance
Commitment from Lewis County IDA for owner cash contribution
North Country Economic Development Fund
August 15, 2016

BORROWER: Lewis County Development Corporation

<table>
<thead>
<tr>
<th>BUSINESS ADDRESS:</th>
<th>P.O. Box 704, Lyons Falls, NY 13368</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNERSHIP:</td>
<td>501 (c)(3)</td>
</tr>
<tr>
<td>AMOUNT REQUESTED:</td>
<td>$250,000, 20 years, 1%/250,000 grant</td>
</tr>
<tr>
<td>PAYMENTS:</td>
<td>annual principal and interest</td>
</tr>
<tr>
<td>PRIMARY COLLATERAL:</td>
<td>Lewis County IDA guaranty</td>
</tr>
<tr>
<td>GUARANTORS:</td>
<td>Lewis County IDA</td>
</tr>
<tr>
<td>JOB CREATION:</td>
<td>Existing: 0</td>
</tr>
<tr>
<td></td>
<td>New-Year 1: 0</td>
</tr>
<tr>
<td></td>
<td>New-Year 2: 0</td>
</tr>
<tr>
<td></td>
<td>New-Year 3: 0</td>
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<tr>
<td></td>
<td>Total Jobs: 0 FTE</td>
</tr>
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</table>

SOURCES: Original Project:

<table>
<thead>
<tr>
<th>Fund/Grant</th>
<th>Amount</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>N. C. Redevelopment Fund-Grant</td>
<td>250,000</td>
<td>Haz Mat Abatement</td>
<td>$325,000</td>
</tr>
<tr>
<td>N. C. Redevelopment Fund-Loan**</td>
<td>250,000</td>
<td>Demolition</td>
<td>$400,000</td>
</tr>
<tr>
<td>National Grid Grant</td>
<td>222,500</td>
<td>Haz Mat Allowance</td>
<td>$50,000</td>
</tr>
<tr>
<td>Owner Cash</td>
<td>167,500</td>
<td>Air Monitoring</td>
<td>$35,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PCB Sample Testing</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Management</td>
<td>$50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electrical Line Reloc</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total Sources</td>
<td>$890,000</td>
<td>Total Uses</td>
<td>$890,000</td>
</tr>
</tbody>
</table>

PROJECT OVERVIEW:

Lewis County Development Corporation is requesting $500,000 from the North Country Redevelopment Fund ($250,000 loan/$250,000 grant) to complete Phase III of the Lyons Falls Mill redevelopment project. *Project will result in hazardous material abatement and demolition of Buildings 23, 23A, 23B, 23C, and 26; installation of security fencing at the site; Partial hazardous material abatement of Buildings 3 and 4; relocation of high voltage electric lines; asbestos air monitoring and PCB Analysis; and Authority project management services.*

The redevelopment of the former Lyons Falls Pulp and Paper mill is a complex and challenging project involving the assessment of environmental conditions and demolition of over twenty buildings and structures. Beginning in 2014, the LCDC utilized New York State grants, funding from Kruger Energy, Lewis County, US Environmental Protection Agency and National Grid to complete engineering assessment, remediation, and demolition of approximately 50% of the site. The Authority provided $1,080,000 in construction financing. We currently have $200,000 Lewis County Development Corporation
North Country Economic Development Fund
August 15, 2016

Motion-
Second-
Approved

outstanding. This will be repaid with the balance of an ESD grant. The work to date has totaled approximately $2,950,000.

The LCDC has partnered with the Development Authority of the North Country for project administration. The financing for this project, given the funding noted above, has been complicated and involved short term loans from DANC and Community Bank. To date, the LCDC has managed to move this project forward and with investment of approximately $120,000 of its own funds has made significant progress in this redevelopment.

Next Steps

The LCDC has contracted with Ritter Paratore Construction, Inc. (RPCI) of Utica, NY for remediation and demolition of the mill buildings. This company has been on site for the last two construction seasons. Continuing to engage RPCI allows the LCDC to keep the project moving forward without new bid documents and public bidding. RPCI has provided the LCDC a proposal to remediate and demolish the remaining buildings for approximately $1,165,000.

The LCDC and DANC have reviewed funding available and different methods to phase the remaining work required. At the current time, they intend to complete hazardous material abatement and demolition of Buildings 23, 23A, 23B, 23C, and 26; installation of security fencing at the site; Partial hazardous material abatement of Buildings 3 and 4; relocation of high voltage electric lines; asbestos air monitoring and PCB Analysis; and Authority project management services.

Project Goals

The goal of the LCDC is to prepare the Lyons Falls mill site for redevelopment for a use that will benefit the community and potentially generate new economic development activity. Kruger Energy has a hydroelectric facility immediately adjacent to the mill property. Kruger is in the planning stages for a $40 million expansion of that facility. Demolition and cleanup at the mill has been important for Kruger to design their expansion effectively. In addition the potential exists to utilize low cost hydroelectric energy from Kruger for business operations on the mill site.

The Village of Lyons Falls is currently engaged in brownfield opportunity area program through NYS. This program will provide market and feasibility analysis of different uses for the mill property. This work will be initiated in 2016. The LCDC does not currently have any definitive use for the property and there is no job creation activity that can be tied to the project at this time. The Lyons Falls mill redevelopment has been designated as a priority project by the North Country Regional Economic Development Council and the past funding from the state and the other partners noted previously demonstrated the significance of continuing the work to bring this project to completion.

MANAGEMENT:

The mill property is owned by the Lewis County Development Corporation (LCDC) through its wholly owned subsidiary, Black Moose Development. The nine acre mill site sits at the junction of the Black and Moose rivers in downtown Lyons Falls. The LCDC acquired the property in 2011 with the intent of preparing the site for future development.

FINANCIAL ANALYSIS:

Lewis County Development Corporation
Income Statement

<table>
<thead>
<tr>
<th>FYE December 31</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Support and Revenue</td>
<td>$304,699</td>
<td>$1,290,105</td>
<td>$1,088,586</td>
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<tr>
<td>Total Expenses</td>
<td>$83,632</td>
<td>($1,127,790)</td>
<td>($1,026,677)</td>
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<tr>
<td>Other Income/(Expenses)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Change in Net Assets</td>
<td>$221,067</td>
<td>$162,315</td>
<td>$61,909</td>
</tr>
</tbody>
</table>

- Audits were provided for FYE 2013, 2014 and 2015.

- Primary revenue in 2014 was contributions, $489,652, and grants earned, $814,049. These were unrestricted funds used for the mill site redevelopment. Primary revenue in 2015 was contributions, $161,255, and grants and contracts earned, $967,197.

- Primary expenses are insurance, $12,202 and $15,651 and professional fees of $11,973 and $74,646 for 2014 and 2015 respectively, and interest paid on debt of $8,572 and $12,301 in 2014 and 2015 respectively.

- Financial statements for 2014 were reclassified to conform with current year presentation. Expenses associated with the rehabilitation of the property purchased by Black Moose Development, LLC on Center Street in the Village of Lyons Falls, New York were capitalized for the year ended December 31, 2013. It has been determined that the capitalized items should have been expensed. Accordingly, property and equipment were reduced by $57,208 at January 1, 2014. A corresponding adjustment of $57,208 was made to decrease beginning net assets to actual for the year ended December 31, 2014.

Expenses associated with the rehabilitation of the property purchased by Black Moose Development, LLC on Center Street in the Village of Lyons Falls, New York were capitalized for the year ended December 31, 2014. It has been determined that the capitalized items should have been expensed. Accordingly, an entry was made to reduce property and equipment by $1,086,784 at December 31, 2014. A corresponding adjustment of $1,086,784 was made to increase grants paid expense to actual for the year ended December 31, 2014.

Cash Flow Analysis

- No cash flow analysis was completed since the ability to repay the debt will come from the National Grid grant and approximately $106,239 from the LCDC’s cash. They will receive $200,000 from Lewis County for expenses associated with the mill site redevelopment.

Balance Sheet

<table>
<thead>
<tr>
<th>FYE December 31</th>
<th>Actual 2013</th>
<th>Actual Restated 2014</th>
<th>Actual 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>$471,311</td>
<td>$1,431,417</td>
<td>$1,065,605</td>
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</table>
**North Country Economic Development Fund**
August 15, 2016

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Assets – Net</td>
<td>$401,128</td>
<td>$305,440</td>
<td>$95,688</td>
</tr>
<tr>
<td>Other Assets</td>
<td>$21,155</td>
<td>$11,943</td>
<td>$9,212</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$422,283</td>
<td>$317,383</td>
<td>$104,900</td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>$98,089</td>
<td>$201,226</td>
<td>($103,137)</td>
</tr>
<tr>
<td>Long Term Liabilities</td>
<td>$243,513</td>
<td>$890,475</td>
<td>($646,962)</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$341,602</td>
<td>$1,091,701</td>
<td>($750,100)</td>
</tr>
<tr>
<td><strong>Total Shareholders Equity</strong></td>
<td>$551,992</td>
<td>$657,099</td>
<td>($105,107)</td>
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<tr>
<td><strong>Total Liabilities &amp; Shareholders Equity</strong></td>
<td>$893,594</td>
<td>$1,748,800</td>
<td>($855,206)</td>
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</tbody>
</table>

**Ratio Analysis**

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working Capital</td>
<td>$373,222</td>
<td>$1,230,191</td>
<td>($856,969)</td>
</tr>
<tr>
<td>Current Ratio</td>
<td>4.80</td>
<td>7.11</td>
<td>2.31</td>
</tr>
<tr>
<td>Debt/Worth</td>
<td>.61</td>
<td>1.66</td>
<td>.05</td>
</tr>
</tbody>
</table>

- Total assets increased in 2014 over 2013 due to an increase in cash, $198,600, and an increase in grants receivable, $764,155.

- Expenses associated with the rehabilitation of the former Lyons Falls Paper Mill purchased by Black Moose Development LLC were capitalized for the year ended December 31, 2013. It was determined that the capitalized items should have been expensed. Accordingly, property and equipment were reduced by $57,208 at January 1, 2014. A corresponding adjustment of $57,208 was made to decrease beginning net assets to actual for the year ended December 31, 2014. In addition, an entry was made to reduce property and equipment by $1,086,784 at December 31, 2014. A corresponding adjustment of $1,086,784 was made to increase grants paid expense to actual for the year ended December 31, 2014.

- The loans receivable are the funds that were transferred from the Town of Lyonsdale to the LCDC in 2008 and administered by the LCDC on the town’s behalf.

- The long term liabilities include a loan of $100,000 to the Lewis County IDA for acquisition of the mill site; as well as two notes to the Authority totaling $133,513 and $780,475 for 2013 and 2014 respectively. The current principal balance owed to the Authority is $200,000. The LCDC also owes $200,000 to Community Bank.

- As of 12/31/2015, the LCDC had $300,000 in notes payable. This was comprised of a loan from the Lewis County IDA in the amount of $100,000 and a loan from the Authority in the amount of $200,000.

**CORPORATE:**

LCDC has had three loans with the Authority. All were paid as agreed.

**COLLATERAL:**

Lewis County Development Corporation
Lewis County IDA guaranty of $250,000 loan.

CONTINGENCIES:
1. Minimum $50,000 owner cash contribution
2. Proof of National Grid Grant in amount of $222,500
3. Acceptable MWBE Utilization Plan
4. Letter from Lewis County IDA committing balance of funding of $167,500
5. Loan will be disbursed as a construction loan
6. Recapture provision on the grant of $250,000-10 years with 10% declining balance annually.
7. Lewis County IDA will guaranty loan.
APPROVING LOAN MODIFICATION FOR 51-53 MARKET STREET, L.P.

Whereas, Resolution No. 2002-04-09 approved a loan to 51-53 Market Street, L.P. in the amount of $200,000 from the Community Development Loan Fund, and

Whereas, this is a marginal project with 6 low income housing tax credit units and 2 commercial spaces located in downtown Potsdam, and

Whereas, the Project Development Committee approved a request on June 12, 2014 to reduce the interest rate from 4% to 1%, lowering the payments to $708.33 per month as the project was struggling with occupancy issues, and

Whereas, the Project Development Committee at its June 25, 2015 meeting extended the modification for an additional 12 months due to continued occupancy issues, and

Whereas, the borrower is requesting that the modified interest rate and payment amount be extended for an additional 24 months beginning with the July 1, 2016 payment and ending with the June 1, 2018 payment as they struggle to fill the low income housing tax credit units in the Village, and

Whereas, the borrower has been current on its payments to the Authority, and

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

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

RESOLVED, the Development Authority of the North Country does hereby approve the loan modification for 51-53 Market Street, L.P. to extend the interest rate for an additional 24 months at 1% at the monthly payment amount of $708.33 to begin with the July 1, 2016 payment and end with the June 1, 2018 payment, and authorizes the Executive Director to execute all necessary documentation.

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

Calligaris - Yes Hefferon - Yes Johnson - Yes Mastascusa - Yes
Carter - Yes Hollenbeck - Present MacKinnon - Yes Murray - Yes
Doheny - Present Hunt - Present McGrath - Absent Turk - 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. 2016-08-100 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Board Chairman
TO: Project Development Committee

FROM: Michelle L. Capone  
Director of Regional Development

DATE: August 15, 2016

SUBJECT: Loan Modification – 51-53 Market Street, LP

51-53 Market Street L.P. owns and operates the building located at 51-53 Market Street, Potsdam, NY. The St. Lawrence County Housing Council is the general partner in the project. In 2002, the Housing Council took on the task to redevelop the buildings located at 51-53 and 55-57 Market Street after they were destroyed by fire in 1998. 51-53 Market Street has 6 low-income housing tax units-3 2-bedroom and 3 3-bedroom. It has two commercial units.

In June 2014, the PDC approved reducing the interest rate on the loan from 4% to 1%. The payment went from $1,211.96 to $708.33. This modification was approved for twelve months. The PDC then extended the modification for an additional twelve months at its meeting on June 25, 2015. The SLCHC has submitted an additional request to the Authority that we consider extending this modification for an additional 24 months. The current principal loan balance is $112,771.31; the original loan was for $200,000.

As discussed last year, this is a marginal project with 6 units and 2 commercial spaces. The project lost $60,907 in 2014 after depreciation of $38,918. Net loss improved in 2015 due to a reduction in expenses, as residential rental revenues were down 6%. In 2015 the project lost $48,977 after depreciation of $39,032. Repairs and maintenance accounted for $17,259 in 2014 and $11,512 in 2015; utilities were $10,950 in 2014 and $9,176 in 2015; and interest was $16,160 in 2014 and $13,808 in 2015. The project is still not in a position for payments to return to the $1,211.96 per month at the 4% interest rate. The loan will balloon on March 1, 2020. The balloon would be approximately $79,599 if this modification is approved and if the Housing Council is able to return to full principal and interest payments on 7/1/2018 in the amount of $1,211.96.

The Housing Council did negotiate the PILOT with the Town of Potsdam. They paid $5,505 in 2015. They were $8,625 in 2014 and were projected to increase.

Recommendation: Staff recommends that we keep the monthly payment at $708.33 at a rate of 1% for an additional 24 months (July 1, 2016-June 1, 2018). Staff will continue to work with the Housing Council to position the project and would then review the finances to determine whether a longer term solution is required.
AUTHORIZING ADDITIONAL LOAN FROM COMMUNITY DEVELOPMENT
LOAN FUND TO ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT
AGENCY TO BRIDGE A NEW YORK STATE GRANT
FOR THE NEWTON FALLS RAIL PROJECT

Whereas, Resolution No. 2015-10-110 authorized a loan from the Community
Development Loan Fund in the amount of $750,000 to the St. Lawrence County
Industrial Development Agency (IDA) to bridge a New York State Grant for the Newtown
Falls Rail Project, and

Whereas, the construction work on the Newton Falls Rail Project is proceeding
much more quickly than what was first estimated by the contractor, and

Whereas, the draws from Empire State Development are taking longer to
process than what was first projected due to the level of documentation required with
each request, and

Whereas, the amount of cash flow needed by the St. Lawrence County IDA to
bridge the grant funds is much higher at this time than what was originally projected due
to these considerations, and

Whereas, the St. Lawrence County IDA is considering all options, including
private bank financing to bridge the funding, and

Whereas, the St. Lawrence County IDA may need to increase the amount of its
borrowing from the Authority by an additional $750,000, to a total amount not to exceed
$1.5 million in the form of a short term loan until reimbursements are received from
Empire State Development.

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

RESOLVED, the Development Authority of the North Country does hereby
approve an additional loan in the amount of $750,000 to the St. Lawrence County
Industrial Development Agency to bridge a New York State Grant for the Newton
Falls Rail Project with the terms and conditions as attached, and authorizes the
Executive Director to execute all documentation, and be it further
RESOLVED, this is a Type II Action found under Part 617 of the State Environmental Quality Review Act (SEQRA) and is not subject to an environmental review under SEQRA.

Motion by: F. Carter  
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. 2016-08-101 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]

Gary Turck  
Board Chairman
TERM SHEET

Borrower: St. Lawrence County Industrial Development Agency

Loan Fund: Community Development Loan Fund

Loan Amount: $750,000.00

Term: 8 months, or upon receipt of like amount of funds from Empire State Development, whichever occurs first.

Rate: 1.5%

Payment: Interest-only due upon receipt of payment

Collateral: Assignment of grant proceeds
DECLARING INTENT TO COMPLY WITH THE REQUIREMENTS OF THE STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE ENVIRONMENTAL IMPACT REVIEW OF PROPOSED LOCAL MATERIALS MANAGEMENT PLAN, TO ACT AS LEAD AGENCY FOR THE REVIEW, TO CLASSIFY THE ACTION, AND OPENING A PUBLIC COMMENT PERIOD ON THE 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, NYSDEC is barred from acting as lead agency for the SEQRA review of a LMMP under ECL § 27-0107(1)(f); 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, the Authority has considered the criteria for Type I actions under 6 NYCRR § 617.4; and

 Whereas, the Authority desires to serve as lead agency for purposes of a coordinated review under SEQRA and to classify the type of action for which the adoption of the LMMP qualifies under SEQRA; and

 Whereas, the Authority, as sponsor for the Action, has prepared Part 1 of the Full Environmental Assessment Form ("FEAF") for the SEQRA review of the Action; and

 Whereas, the Authority desires 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; and
Whereas, the Authority also desires to receive public comments on the LMMP for a period of 30 days, to publish notice of such comment period, and to make the LMMP available for public review at public repositories; and

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

RESOLVED, because the Authority and NYSDEC are the only involved agencies for this Action, and because NYSDEC is precluded by statute from acting as lead agency for the SEQRA review of this Action, the Development Authority of the North Country hereby declares itself lead agency for purposes of a coordinated SEQRA review of the Action; and be it further

RESOLVED, that the Authority hereby classifies the adoption of the LMMP as a Type I Action under SEQRA; and be it further

RESOLVED, that the Executive Director of the Authority shall arrange for a copy of the LMMP and Part 1 of the FEAF to be sent to the other involved agency and interested agencies for their review and comment; and be it further

RESOLVED, that there shall be a 30-day public comment period for the LMMP and the Executive Director of the Authority shall arrange for the publication of a notice of the public comment period in the Watertown Daily Times, and resolves that the Authority shall accept written comments for 30 days from the date of publication of such notice; and be it further

RESOLVED, that the Authority establishes the following as public repositories for the review of the LMMP: (1) the Authority's website (www.danc.org), where an electronic copy of the LMMP will be available for public review, and (2) the Authority's office located at 317 Washington Street, Watertown, NY, where a hard copy of the LMMP will be made available for public review upon request during normal business hours; 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:  M. Murray
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. 2016-08-102 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
Local Materials Management Plan

Development Authority of the North Country

Full Environmental Assessment Form
Part 1

LEAD AGENCY:
Development Authority of the North Country
317 Washington Street
Watertown, NY 13601
315-661-3200

PREPARED BY:
CC Environment & Planning
23 Jackson Street
Batavia, NY 14020
585-219-4030

August 2016
Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>ADOPTION OF LOCAL MATERIALS MANAGEMENT PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a general location map):</td>
<td>Jefferson, Lewis, and St. Lawrence Counties</td>
</tr>
<tr>
<td>Brief Description of Proposed Action (include purpose or need):</td>
<td>The Development Authority of the North Country (the Authority) has prepared a local solid waste management plan pursuant to NY Environmental Conservation Law section 27-0107, titled the Local Materials Management Plan for the Development Authority of the North Country (“LMMP”). The LMMP covers the area of Jefferson, Lewis, and St. Lawrence Counties. The Authority, as the designated planning unit, is responsible for adopting and implementing the LMMP, which evaluates the current and future solid waste management practices in the covered region, discusses available alternatives, and sets out steps to implement the plan over a ten-year period. The LMMP addresses all solid waste within the three counties and proposes methods for waste reduction and increased reuse, recycling, and composting. The LMMP was prepared consistent with the State’s solid waste management policy, emphasizing a waste management hierarchy that identifies landfill disposal as the last option for dealing with waste materials after all reduction, reuse, and recycling measures have been implemented.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant/Sponsor:</th>
<th>Development Authority of the North Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>(315) 661-3200</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Dulles State Office Building, 317 Washington Street</td>
</tr>
<tr>
<td>City/PO:</td>
<td>Watertown</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>13601</td>
</tr>
<tr>
<td>Project Contact (if not same as sponsor; give name and title/role):</td>
<td>James W. Wright, Executive Director, Development Authority of the North Country</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(315) 661-3200</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:jwright@danc.org">jwright@danc.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Dulles State Office Building, 317 Washington Street</td>
</tr>
<tr>
<td>City/PO:</td>
<td>Watertown</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>13601</td>
</tr>
<tr>
<td>Property Owner (if not same as sponsor):</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
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<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City/PO:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
<td></td>
</tr>
</tbody>
</table>
## B. Government Approvals

### B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

<table>
<thead>
<tr>
<th>Government Entity</th>
<th>If Yes: Identify Agency and Approval(s) Required</th>
<th>Application Date (Actual or projected)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. City Council, Town Board, or Village Board of Trustees</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>b. City, Town or Village Planning Board or Commission</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>c. City Council, Town or Village Zoning Board of Appeals</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>d. Other local agencies</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>e. County agencies</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>f. Regional agencies</td>
<td>☑Yes ☐No</td>
<td>Development Authority of the North Country - approval of final LMMP October 2016 (anticipated)</td>
</tr>
<tr>
<td>g. State agencies</td>
<td>☑Yes ☐No</td>
<td>New York State Department of Environmental Conservation - approval of final LMMP October 2016 (anticipated)</td>
</tr>
<tr>
<td>h. Federal agencies</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>i. Coastal Resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?</td>
<td>☑Yes ☐No</td>
<td></td>
</tr>
<tr>
<td>ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
<tr>
<td>iii. Is the project site within a Coastal Erosion Hazard Area?</td>
<td>☐Yes ☑No</td>
<td></td>
</tr>
</tbody>
</table>

## C. Planning and Zoning

### C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No
- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1.

### C.2. Adopted land use plans.

a. Do any municipally-adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Comprehensive plans exist in covered region (e.g. Lewis County, various municipal plans). ☐Yes ☑No
   If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Project applies to 3-county region generally, not site-specific. ☐Yes ☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other)? ☑Yes ☐No
   If Yes, identify the plan(s): Project is LSWMP covering three counties (Jefferson, Lewis and St. Lawrence) not specific site. Various municipal plans exist in the 3-county region: Ogdensburg Waterfront BOA (St. Lawrence County); Lyons Falls BOA (Lewis County); Waterfront Revitalization Plans for municipalities in Jefferson County (Cape Vincent, Clayton, Dexter) and municipalities in St. Lawrence County (Morristown, Ogdensburg, Sackets Harbor, Waddington); Great South Woods of the Wilderness Critical Environmental Area (St. Lawrence County).

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No
   If Yes, identify the plan(s): Jefferson County Agricultural and Farmland Protection Plan St. Lawrence County Agricultural Development Plan.
C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. N/A ☐ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? N/A ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No

If Yes,

i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? N/A

b. What police or other public protection forces serve the project site?

N/A

c. Which fire protection and emergency medical services serve the project site?

N/A

d. What parks serve the project site?

N/A

D. Project Details  Section D is not applicable.

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? acres

b. Total acreage to be physically disturbed?

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? acres

c. Is the proposed action an expansion of an existing project or use? ☒ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? %

ii. Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No

iii. Number of lots proposed?

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will proposed action be constructed in multiple phases? ☐ Yes ☑ No

i. If No, anticipated period of construction: months

ii. If Yes:

• Total number of phases anticipated

• Anticipated commencement date of phase 1 (including demolition) month year.

• Anticipated completion date of final phase month year

• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:
f. Does the project include new residential uses?  
Yes □ No □

If Yes, show numbers of units proposed.

<table>
<thead>
<tr>
<th>One Family</th>
<th>Two Family</th>
<th>Three Family</th>
<th>Multiple Family (four or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Phase</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At completion of all phases</td>
<td></td>
<td></td>
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</table>

g. Does the proposed action include new non-residential construction (including expansions)?  
Yes □ No □

i. Total number of structures _______

ii. Dimensions (in feet) of largest proposed structure: ______ height; ______ width; and ______ length

iii. Approximate extent of building space to be heated or cooled: ______ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage?  
Yes □ No □

i. Purpose of the impoundment:

ii. If a water impoundment, the principal source of the water: 
- Ground water □
- Surface water streams □
- Other specify: _______

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment:

- Volume: ______ million gallons; surface area: ______ acres

v. Dimensions of the proposed dam or impounding structure: ______ height; ______ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _______

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both?  
Yes □ No □

(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _______

- Over what duration of time? _______

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them:

iv. Will there be onsite dewatering or processing of excavated materials?  
Yes □ No □

If yes, describe:

v. What is the total area to be dredged or excavated? ______ acres

vi. What is the maximum area to be worked at any one time? ______ acres

vii. What would be the maximum depth of excavation or dredging? ______ feet

viii. Will the excavation require blasting?  
Yes □ No □

ix. Summarize site reclamation goals and plan:


b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area?  
Yes □ No □

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _______
ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:


iii. Will proposed action cause or result in disturbance to bottom sediments?  
   If Yes, describe:

   iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?  
       If Yes:
       - acres of aquatic vegetation proposed to be removed:
       - expected acreage of aquatic vegetation remaining after project completion:
       - purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
       - proposed method of plant removal:
       - if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

---

c. Will the proposed action use, or create a new demand for water?  
   If Yes:
   i. Total anticipated water usage/demand per day: ___________________ gallons/day
   ii. Will the proposed action obtain water from an existing public water supply?  
       If Yes:
       - Name of district or service area:
       - Does the existing public water supply have capacity to serve the proposal?  
       - Is the project site in the existing district?  
       - Is expansion of the district needed?  
       - Do existing lines serve the project site?  

iii. Will line extension within an existing district be necessary to supply the project?  
   If Yes:
   - Describe extensions or capacity expansions proposed to serve this project:

   iv. Is a new water supply district or service area proposed to be formed to serve the project site?  
       If, Yes:
       - Applicant/sponsor for new district:
       - Date application submitted or anticipated:
       - Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), maximum pumping capacity: ___________ gallons/minute.

---

d. Will the proposed action generate liquid wastes?  
   If Yes:
   i. Total anticipated liquid waste generation per day: ___________ gallons/day
   ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):

iii. Will the proposed action use any existing public wastewater treatment facilities?  
   If Yes:
   - Name of wastewater treatment plant to be used:
   - Name of district:
   - Does the existing wastewater treatment plant have capacity to serve the project?  
   - Is the project site in the existing district?  
   - Is expansion of the district needed?
- Do existing sewer lines serve the project site?  □ Yes □ No
- Will line extension within an existing district be necessary to serve the project?  □ Yes □ No
  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project:

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site?  □ Yes □ No
  If Yes:
  - Applicant/sponsor for new district:
  - Date application submitted or anticipated:
  - What is the receiving water for the wastewater discharge?

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

<table>
<thead>
<tr>
<th>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction?  □ Yes □ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. How much impervious surface will the project create in relation to total size of project parcel?</td>
</tr>
<tr>
<td>_________ Square feet or _________ acres (impervious surface)</td>
</tr>
<tr>
<td>_________ Square feet or _________ acres (parcel size)</td>
</tr>
<tr>
<td>ii. Describe types of new point sources.</td>
</tr>
</tbody>
</table>

ii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

| - If to surface waters, identify receiving water bodies or wetlands: |
| - Will stormwater runoff flow to adjacent properties?  □ Yes □ No |
| iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater?  □ Yes □ No |

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations?  □ Yes □ No

| i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) |
| ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) |
| iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) |

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit?  □ Yes □ No

| If Yes: |
| i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year)  □ Yes □ No |
| ii. In addition to emissions as calculated in the application, the project will generate: |
| _________ Tons/year (short tons) of Carbon Dioxide (CO2) |
| _________ Tons/year (short tons) of Nitrous Oxide (N2O) |
| _________ Tons/year (short tons) of Perfluorocarbons (PFCs) |
| _________ Tons/year (short tons) of Sulfur Hexafluoride (SF6) |
| _________ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) |
| _________ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) |
h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? □ Yes □ No
   If Yes:
   i. Estimate methane generation in tons/year (metric):

   ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring):

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations?
   If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services?
   If Yes:
   i. When is the peak traffic expected (Check all that apply): □ Morning □ Evening □ Weekend
      □ Randomly between hours of ___ to ___.
   ii. For commercial activities only, projected number of semi-trailer truck trips/day:
   iii. Parking spaces: Existing _________ Proposed _________ Net increase/decrease _________
   iv. Does the proposed action include any shared use parking? □ Yes □ No
   v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

   vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? □ Yes □ No.
   vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? □ Yes □ No.
   viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? □ Yes □ No.

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy?
   If Yes:
   i. Estimate annual electricity demand during operation of the proposed action:

   ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

   iii. Will the proposed action require a new, or an upgrade to, an existing substation? □ Yes □ No

l. Hours of operation. Answer all items which apply.
   i. During Construction:
      • Monday - Friday:
      • Saturday:
      • Sunday:
      • Holidays:

   ii. During Operations:
      • Monday - Friday:
      • Saturday:
      • Sunday:
      • Holidays:
m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?
   If yes:
   i. Provide details including sources, time of day and duration:

   ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen?  Yes[] No[]
       Describe:

n. Will the proposed action have outdoor lighting?
   If yes:
   i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

   ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen?  Yes[] No[]
       Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day?
   If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?
   If Yes:
   i. Product(s) to be stored
   ii. Volume(s) _______ per unit time _______ (e.g., month, year)
   iii. Generally describe proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?
   If Yes:
   i. Describe proposed treatment(s):

   ii. Will the proposed action use Integrated Pest Management Practices?  Yes[] No[]

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)?
   If Yes:
   i. Describe any solid waste(s) to be generated during construction or operation of the facility:
      - Construction: ________________ tons per _____________ (unit of time)
      - Operation: ________________ tons per _____________ (unit of time)
   ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
      - Construction:
      - Operation:
   iii. Proposed disposal methods/facilities for solid waste generated on-site:
      - Construction:
      - Operation:
s. Does the proposed action include construction or modification of a solid waste management facility? □ Yes □ No
If Yes:
  i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities):

  ii. Anticipated rate of disposal/processing:
      • Tons/month, if transfer or other non-combustion/thermal treatment, or
      • Tons/hour, if combustion or thermal treatment

  iii. If landfill, anticipated site life: ___________________________ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? □ Yes □ No
If Yes:
  i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility:

  ii. Generally describe processes or activities involving hazardous wastes or constituents:

  iii. Specify amount to be handled or generated ______ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents:

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? □ Yes □ No
If Yes: provide name and location of facility:
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
  i. Check all uses that occur on, adjoining and near the project site.

☐ Urban  ☐ Industrial  ☐ Commercial  ☐ Residential (suburban)  ☐ Rural (non-farm)
☐ Forest  ☐ Agriculture  ☐ Aquatic  ☐ Other (specify): __________________________

  ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

<table>
<thead>
<tr>
<th>Land use or Covertype</th>
<th>Current Acreage</th>
<th>Acreage After Project Completion</th>
<th>Change (Acres +/-)</th>
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<tbody>
<tr>
<td>Roads, buildings, and other paved or impervious surfaces</td>
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<tr>
<td>Forested</td>
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<tr>
<td>Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td>
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<tr>
<td>Agricultural (includes active orchards, field, greenhouse etc.)</td>
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<tr>
<td>Surface water features (lakes, ponds, streams, rivers, etc.)</td>
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<tr>
<td>Wetlands (freshwater or tidal)</td>
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<tr>
<td>Non-vegetated (bare rock, earth or fill)</td>
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<tr>
<td>Other Describe: __________________________</td>
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</table>
c. Is the project site presently used by members of the community for public recreation? □ Yes □ No
  i. If Yes: explain: ____________________________

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed
day care centers, or group homes) within 1500 feet of the project site? □ Yes □ No
  If Yes,
  i. Identify Facilities: ____________________________

<table>
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<tr>
<th>e. Does the project site contain an existing dam?</th>
<th>□ Yes □ No</th>
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<tr>
<td>If Yes:</td>
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<tr>
<td>i. Dimensions of the dam and impoundment:</td>
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<tr>
<td>• Dam height: ________ feet</td>
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<tr>
<td>• Dam length: ________ feet</td>
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</tr>
<tr>
<td>• Surface area: ________ acres</td>
<td></td>
</tr>
<tr>
<td>• Volume impounded: ________ gallons OR acre-feet</td>
<td></td>
</tr>
<tr>
<td>ii. Dam's existing hazard classification:</td>
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<tr>
<td>iii. Provide date and summarize results of last inspection:</td>
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</tr>
</tbody>
</table>

| f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, | □ Yes □ No |
| or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? |
| If Yes:                                                        |           |
| i. Has the facility been formally closed?                      | □ Yes □ No |
| • If yes, cite sources/documentation:                          |           |
| ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: |         |
| iii. Describe any development constraints due to the prior solid waste activities: |           |

| g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now, or was at one time used to commercially treat, store and/or dispose of hazardous waste? | □ Yes □ No |
| If Yes:                                                        |           |
| i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: |         |

| h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? | □ Yes □ No |
| If Yes:                                                        |           |
| i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: |           |
| □ Yes – Spills Incidents database | Provide DEC ID number(s): | |
| □ Yes – Environmental Site Remediation database | Provide DEC ID number(s): | |
| □ Neither database | | |
| ii. If site has been subject of RCRA corrective activities, describe control measures: |           |
| iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? | □ Yes □ No |
| If yes, provide DEC ID number(s): |          |
| iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): |           |
v. Is the project site subject to an institutional control limiting property uses? □ Yes □ No
  - If yes, DEC site ID number: ____________________________
  - Describe the type of institutional control (e.g., deed restriction or easement): ____________________________
  - Describe any use limitations: ____________________________________________
  - Describe any engineering controls: ____________________________________________
  - Will the project affect the institutional or engineering controls in place? □ Yes □ No
  - Explain: ____________________________________________

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? ______ feet

b. Are there bedrock outcroppings on the project site? □ Yes □ No
   If Yes, what proportion of the site is comprised of bedrock outcroppings? ______ %

  c. Predominant soil type(s) present on project site: ____________________________ %
      ____________________________ %
      ____________________________ %

  d. What is the average depth to the water table on the project site? Average: ______ feet

  e. Drainage status of project site soils: □ Well Drained: ______ % of site
      □ Moderately Well Drained: ______ % of site
      □ Poorly Drained: ______ % of site

  f. Approximate proportion of proposed action site with slopes: □ 0-10%: ______ % of site
      □ 10-15%: ______ % of site
      □ 15% or greater: ______ % of site

  g. Are there any unique geologic features on the project site? □ Yes □ No
     If Yes, describe: ____________________________________________

  h. Surface water features.
     i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers,
        ponds or lakes)? □ Yes □ No
     ii. Do any wetlands or other waterbodies adjoin the project site? □ Yes □ No
         If Yes to either i or ii, continue. If No, skip to E.2.i.
     iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal,
         state or local agency? □ Yes □ No

     iv. For each identified regulated wetland and waterbody on the project site, provide the following information:
         • Streams: Name ____________________________ Classification ____________________________
         • Lakes or Ponds: Name ____________________________ Classification ____________________________
         • Wetlands: Name ____________________________ Approximate Size ____________________________

     v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired
        waterbodies? □ Yes □ No
        If yes, name of impaired water body/ bodies and basis for listing as impaired: ____________________________________________

  i. Is the project site in a designated Floodway? □ Yes □ No

  j. Is the project site in the 100 year Floodplain? □ Yes □ No

  k. Is the project site in the 500 year Floodplain? □ Yes □ No

  l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? □ Yes □ No
     If Yes: ____________________________________________
     i. Name of aquifer: ____________________________
m. Identify the predominant wildlife species that occupy or use the project site:

_________________________  ___________________________  ___________________________

n. Does the project site contain a designated significant natural community? □ Yes □ No
   If Yes:
   i. Describe the habitat/community (composition, function, and basis for designation):

   _____________________________

   ii. Source(s) of description or evaluation:

   _____________________________

   iii. Extent of community/habitat:
       - Currently: ___________________________ acres
       - Following completion of project as proposed: ___________________________ acres
       - Gain or loss (indicate + or -): ___________________________ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? □ Yes □ No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? □ Yes □ No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? □ Yes □ No
   If yes, give a brief description of how the proposed action may affect that use:

   _____________________________

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AAA, Section 303 and 304? □ Yes □ No
   If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? □ Yes □ No
   i. If Yes: acreage(s) on project site?

   ___________________________

   ii. Source(s) of soil rating(s):

   ___________________________

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? □ Yes □ No
   If Yes:
   i. Nature of the natural landmark: □ Biological Community □ Geological Feature
   ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

   ___________________________

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? □ Yes □ No
   If Yes:
   i. CEA name:

   ___________________________

   ii. Basis for designation:

   ___________________________

   iii. Designating agency and date:
c. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? □ Yes □ No

If Yes:

i. Nature of historic/archaeological resource: □ Archaeological Site □ Historic Building or District

ii. Name:

iii. Brief description of attributes on which listing is based:


f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? □ Yes □ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? □ Yes □ No

If Yes:

i. Describe possible resource(s):

ii. Basis for identification:


h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? □ Yes □ No

If Yes:

i. Identify resource:

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.):

iii. Distance between project and resource: ________ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? □ Yes □ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? □ Yes □ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name: Development Authority of the North Country

Date: August 25, 2016

Signature: [Signature]

Title: Executive Director
AUTHORIZATION OF RECYCLING – CLEAR BAG INITIATIVE
REIMBURSEMENT AND REDEMPTION FOR MUNICIPALITIES

Whereas, the Development Authority of the North Country, in compliance with
the New York State Environmental Conservation Law, Solid Waste Management policy
hierarchy, has consistently encouraged recycling, and

Whereas, in accordance with the Authority’s increasing enforcement effort and in
cooperation with the private haulers, the Authority has encouraged the use of clear bags
for trash disposal, and

Whereas, some counties and municipalities have enacted requirements for the
use of clear bags, the Authority has supported these efforts and also encouraged the
voluntary utilization of clear bags as well, and

Whereas, it is evident on both a national and regional level clear bags increase
recycling, deter the disposal of unacceptable or inappropriate waste, and provide for
greater handler safety, and

Whereas, in response to the Authority initiative, a number of municipalities have
commenced the process of requiring and converting to clear bags, and

Whereas, the Authority wishes to further support and encourage the clear bag
initiative and its positive results.

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

RESOLVED, the Development Authority will purchase surplus non-
transparent bags from any municipality which is utilizing and distributing non-
transparent bags in an effort to facilitate conversion to the municipalities’ use of
clear bags, and be it further

RESOLVED, the Authority will issue payment upon submission of an
invoice and inventory, identifying the volume and costs of the non-transparent
bags being redeemed, and be it further
RESOLVED, this redemption in no manner restricts the municipalities' ability to identify or collect payment for disposal (PAYT) utilizing the clear bags.

RESOLVED, the reimbursement of the clear bag purchases shall be charged to the funds designated to reimburse the counties for single stream recycling initiatives.

Motion by: D. Mastascusa
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. 2016-08-103 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
AUTHORIZING THE FILING OF AN APPLICATION
FOR STATE ASSISTANCE FROM THE HOUSEHOLD HAZARDOUS
WASTE (HHW) STATE ASSISTANCE PROGRAM
AND SIGNING OF THE ASSOCIATED STATE MASTER GRANT
CONTRACT UNDER THE APPROPRIATE LAWS
OF NEW YORK STATE

Whereas, the State of New York provides financial aid for household hazardous
waste programs; and

Whereas, the Development Authority of the North Country (herein called the
"Municipality") has examined and duly considered the applicable laws of the State of
New York, and the Municipality deems it to be in the public interest and benefit to file an
application under these laws; and

Whereas, it is necessary that a Contract by and between the People of the State
of New York (herein called the "State"), and the Municipality be executed for such State
Aid;

Whereas, the Authority also administers an e-waste program which also
assumes the local counties' costs and said expenses may also be eligible for
reimbursement by New York State.

Now, Therefore, Be It Resolved by the Board of Directors of the Development
Authority of the North Country:

1. That the filing of an application in the form required by the State of New York in
   conformity with the applicable laws of the State of New York, including all
   understanding and assurances contained in said application is hereby
   authorized.

2. That the Executive Director of the Development Authority of the North Country, or
   his designee is directed and authorized as the official representative of the
   Municipality to act in connection with the application, to sign the resulting contract
   if said application is approved by the State; and to provide such additional
   information as may be required.

3. That the Municipality agrees that it will fund the entire cost of said household
   hazardous waste program and will be reimbursed by the State for share of such
   costs as indicated in the contract.
4. That the municipality (Authority) agrees that it will find the entire costs of said e-waste collection program and will be reimbursed by the state for a share of such costs as indicated in the contract.

5. That two (2) Certified Copies of this Resolution be prepared and sent to the New York State Department of Environmental Conservation together with a complete application.

6. That this Resolution shall take effect immediately.

Motion by: D. Mastascusa  
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. 2016-08-104 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck  
Board Chairman
AFFIRMING APPLICATION FOR NEW YORK STATE ASSISTANCE
MUNICIPAL WASTE REDUCTION AND RECYCLING

Whereas, the Development Authority of the North Country, has been coordinating the Regional Recycling and Waste Diversion initiatives throughout the three-county region, and

Whereas, the State of New York Department of Environmental Conservation, Division of Materials Managements has funding available to support and reimburse local recycling initiatives, up to 50%, and

Whereas, the Development Authority, over a three year period from 2013-2016, has incurred recycling coordination, education, and waste reduction projects totaling $477,000 in potential eligible expenses.

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

RESOLVED, the Development Authority of the North Country affirms the submission of a funding application under the Municipal Waste Reduction and Recycling (MWRR) Program, and be it further

RESOLVED, the Executive Director is hereby authorized to complete and submit all necessary application materials and documentation, as required.

Motion by: F. Carter
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. 2016-08-105 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Board Chairman
AMENDING THE TELECOMMUNICATIONS CAPITAL BUDGET FOR FISCAL YEAR 2016-17

Whereas, pursuant to Resolution No. 2016-03-29, the Development Authority of the North Country adopted a capital budget for telecommunications projects as part of the annual budget for FY2016-17, and

Whereas, the original budget for Project 30607 – Wireless Tower Service, anticipated the construction of three new sites for a total capital project of $350,000, and

Whereas, since the original budget was approved, the Development Authority has received requests for three additional sites that will require an additional $170,000 in capital and will generate an additional $345,000 in revenue, and

Whereas, the additional construction will provide 4G cell coverage in Croghan, Lyonsdale, and Port Kent.

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

RESOLVED, the Development Authority of the North Country approves the increase of $170,000 in capital for a project total of $520,000 for Project 30607-Wireless Tower Service for FYE17, and be it further

RESOLVED, the Executive Director and Comptroller shall approve the transfer of capital funding from Telecommunications Repair and Upgrade Reserve.

Motion by: D. Mastascusa  
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. 2016-08-106 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck  
Board Chairman
AMENDING THE TELECOMMUNICATIONS CAPITAL AND OPERATING BUDGETS FOR FISCAL YEAR 2016-17
PUBLIC EMERGENCY GRANT PROJECT

Whereas, pursuant to Resolution No. 2013-02-13, the Development Authority of the North Country appropriated a New York State grant in the amount of $2,200,000 for the Public Emergency Network, linking all dispatch centers in the North Country, and

Whereas, at the request of several North Country counties, the service network was increased to connect with additional service-related 911 centers; said changes were approved and funded by New York State, and

Whereas, to facilitate this service, the Authority entered into an IRU agreement with First Light Inc. for provision of the service, and

Whereas, it was originally assumed the grant funds would be provided directly to First Light Inc.; however, the state determined that all proceeds would flow through the Authority, thereby establishing First Light Inc. as a subcontractor, and

Whereas, in addition to the network construction of $1,898,000, the state-approved grant also incorporated a subsidized service fee to be collected over a five year period.

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

RESOLVED, the Development Authority of the North Country herewith amends the Telecommunications Capital Budget, increasing the Capital Project 30-585 to $1,898,000, and be it further
RESOLVED, the Development Authority of the North Country hereby amends the Telecommunications Operating budget, increasing the New York State grant revenue to $1,898,000, and be it further

RESOLVED, the Executive Director and Comptroller are authorized and directed to make the changes to the FY 2016-17 budget.

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

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. 2016-08-107 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
AUTHORIZING CAPITAL PROJECT TO PROVIDE A 10 GIGABIT PER SECOND WAVELENGTH AND AUTHORIZING AN AGREEMENT FOR AVANGRID/IBERDROLA USA (NYSEG)

Whereas, the Technology Division of the Development Authority of the North Country has received a request from Avangrid/Iberdrola USA, to provide a 20 year IRU for a 10 Gigabit per second wavelength from Plattsburgh to Syracuse with access points throughout the North Country, and

Whereas, these wavelength upgrades for the northern region are part of a statewide network upgrade planned by New York State Gas and Electric (NYSEG), and

Whereas, the wavelength provides services and allows for enhanced monitoring, security and survivable communications for several critical power facilities throughout the North Country, and

Whereas, the provision of these services will enable the Authority to provide similar services for other energy and telecommunications providers in the North Country Region, and

Whereas, Avangrid has requested that the project be completed in 2016 resulting in the need to obtain project approval prior to a final contract, and

Whereas, the Development Authority has determined the capital project cost to be approximately $1,750,000, and

Whereas, Avangrid will enter into an agreement to pay the full costs of all capital construction and annually will pay for operation, maintenance and support, generating an annual revenue, in addition to the one time capital constructions costs.

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

RESOLVED, the Development Authority of the North Country Board of Directors herewith establishes a Telecommunications capital project number 30614 for the Avangrid Network Construction in the amount of $1,750,000, and be it further
RESOLVED, the Executive Director and Comptroller are herewith authorized and directed to appropriate said capital funds from the Telecommunications reserves, and be it further

RESOLVED, the Executive Director is hereby authorized to enter into an agreement with Avangrid/Iberdrola USA for the provision of said capital construction and operations and maintenance.

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. 2016-08-108 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
AUTHORIZING OPERATIONS AND MAINTENANCE SERVICE AGREEMENT WITH THE VILLAGE OF SACKETS HARBOR WASTEWATER TREATMENT FACILITIES

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

Whereas, the Village of Sackets Harbor has been under contract with the Development Authority of the North Country since 2004, and

Whereas, the Village of Sackets Harbor desires to enter into a new five (5) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of $190,121, and

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

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Village of Sackets Harbor for their wastewater treatment facilities, and be it further

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

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. 2016-08-109 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

[Signature]
Gary Turck
Board Chairman
OPERATIONS/MAINTENANCE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

&

VILLAGE OF SACKETS HARBOR

WASTEWATER TREATMENT FACILITIES

This sets forth the Operation and Maintenance Service Agreement made effective June 1, 2016, by and between the VILLAGE OF SACKETS HARBOR ("Village"), a New York municipal corporation with offices at 112 North Broad Street, Sackets Harbor, New York 13685 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

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

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

3) A five (5) year contract is presented for the wastewater facilities with an estimated level of base services.

AGREEMENT

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

Article I Definitions
Article II Employment and Scope of Services
Article III Emergency Procedures and Services
Article IV Terms
Article V Compensation
Article VI Village Responsibilities
Article VII Termination
Article VIII Insurance and Liability
Article IX Accounts
Article X Miscellaneous
ARTICLE I - Definitions

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

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

2) “Chief Elected Official”, the Village Mayor.

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

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

5) “EDU”, equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.

6) “Emergency”, an unforeseen combination of circumstances or the resulting state that calls for immediate action.

7) “Fiscal Year” for the Village means the period of twelve (12) calendar months beginning with June 1st of any year ending with May 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.

8) “Fort Drum”, the United States Department of the Army operating a facility at Fort Drum, New York.

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

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

11) “SCADA”, Supervisory Control and Data Acquisition system employed by the Authority to remotely monitor facilities.

12) “Village of Sackets Harbor”, a municipal corporation with offices at 112 North Broad Street, Sackets Harbor, New York 13685 (herein referred to as “Sackets Harbor” or “Village”).
13) "Wastewater Facilities", the Village-owned wastewater facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.

**Wastewater Treatment Plant**
- Sequential Batch Reactor Plant
- 1-Influent headworks w/ manual barscreen
- 2-Influent Chambers
- 2-Aeration Basins
- 2-Fine Bubble Aeration Systems
- 2-Effluent Discharge Decanting Weirs
- 2-Chlorine Contact Tanks
- 1-Effluent Chamber and Outfall Pipe
- 2-Aerobic Digesters
- 5-Aeration Blowers
- 1-Polymer Mixing and Dispensing Unit for Sludge Press
- 2-Sludge Waste Pumps
- 2-Sludge Belt Press Pumps
- 1-Belt Press
- 1-Drying Bed
- 1-Gormann Rupp Decant Station
- 1-Chlorine Feed System
- 2-Composite Sampling Units
- 1-Influent Ultrasonic Flowmeter
- 1-Effluent Ultrasonic Flowmeter
- 3-Bristol Babcock Control Systems
- 1-Laboratory With Associated Analytical Equipment

**Wastewater Collection System**
- 7-Sewage Pumping Stations
- 3-Generators


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

Section 201. **Engagement.** The Village hereby engages the Authority to operate and maintain the Village's Facilities, employing licensed operators where required.

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

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

3) The Authority will seek approval from the Village for non- INCIDENTAL expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 101.
4) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, with the exception of required daily DEC/DOH testing.

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

1) Operations and Maintenance Services

<table>
<thead>
<tr>
<th>Wastewater System Services</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Maintenance</td>
<td></td>
</tr>
<tr>
<td>- Visual inspection of the operation of wastewater treatment plant; inspect and examine all pumps, electrical equipment and piping for proper operation.</td>
<td></td>
</tr>
<tr>
<td>- Record chlorine, polymer usage; mix/re-fill as required</td>
<td></td>
</tr>
<tr>
<td>- Review past 24-hours of operations to ensure that monitoring parameters have been within acceptable limits</td>
<td></td>
</tr>
<tr>
<td>- Control waste sludge pumps to maintain target MLSS concentration</td>
<td></td>
</tr>
<tr>
<td>- Perform DEC required testing</td>
<td></td>
</tr>
<tr>
<td>- General housekeeping of treatment plant and pump stations</td>
<td>7 days/week</td>
</tr>
<tr>
<td>Weekly Maintenance</td>
<td></td>
</tr>
<tr>
<td>- Check and clean level transducers</td>
<td></td>
</tr>
<tr>
<td>- Press sludge from the digesters as needed (as additional services)</td>
<td></td>
</tr>
<tr>
<td>- Decant digesters as needed</td>
<td></td>
</tr>
<tr>
<td>- Check and maintain dissolved oxygen sensors as needed</td>
<td></td>
</tr>
<tr>
<td>- Check and record pump hours at the lift stations</td>
<td></td>
</tr>
<tr>
<td>Monthly Maintenance</td>
<td></td>
</tr>
<tr>
<td>- Maintain adequate chemical inventory, and order as needed</td>
<td></td>
</tr>
<tr>
<td>- Inspect and test high flow floats</td>
<td></td>
</tr>
<tr>
<td>- Inspect and maintain chemical feed pumps</td>
<td></td>
</tr>
<tr>
<td>- Inspect and maintain composite samplers</td>
<td></td>
</tr>
<tr>
<td>Quarterly Maintenance</td>
<td></td>
</tr>
<tr>
<td>- Perform recommended manufacturer’s maintenance on chemical feed pumps</td>
<td></td>
</tr>
<tr>
<td>Sampling/Reporting</td>
<td></td>
</tr>
<tr>
<td>- Collect and submit to the testing laboratory two (2) 24-hour composite samples</td>
<td>2/Month</td>
</tr>
<tr>
<td>- Submit reports Discharge Monitoring Reports to the DEC</td>
<td>1/Month</td>
</tr>
<tr>
<td>Annual Maintenance</td>
<td></td>
</tr>
<tr>
<td>- Perform recommended manufacturer’s maintenance on chemical feed pumps</td>
<td>1/Year</td>
</tr>
<tr>
<td>- Check and calibrate flow meters</td>
<td>1/Year</td>
</tr>
</tbody>
</table>

2) Miscellaneous Services

a) The following miscellaneous services are provided by the Authority at no additional cost to the Village:
   - Transportation for Authority employees to complete the routine tasks described above.
   - Attendance at monthly Village Meetings, as requested.
b) Geographic Information System (GIS) Services

The Authority agrees to provide the Town with GIS Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority's control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, UFPO, sludge pressing, etc. all as requested of the Authority by the Village will be reimbursed as described in Section 503.

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

Any other GIS tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any SCADA tasks that are not included in the scope of base services described above, such as replacing damaged equipment, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

ARTICLE III - Emergency Procedures and Services

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

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

Section 401. Term. The term of this Agreement shall be five (5) years commencing June 1, 2016, and ending May 31, 2021 provided that the Village and/or the Authority shall have the right to terminate this agreement as specified in Section 701.

ARTICLE V - Compensation

Section 501. Compensation. For all services required under Section 202 1, 2, and 3 of this Agreement, the Authority shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Village of a proper invoice covering the month in which such service was rendered.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Base O&amp;M Contact Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>June 1, 2016 through May 31, 2017</td>
<td>$35,454</td>
</tr>
<tr>
<td>2</td>
<td>June 1, 2017 through May 31, 2018</td>
<td>$36,695</td>
</tr>
<tr>
<td>3</td>
<td>June 1, 2018 through May 31, 2019</td>
<td>$37,979</td>
</tr>
<tr>
<td>4</td>
<td>June 1, 2019 through May 31, 2020</td>
<td>$39,308</td>
</tr>
<tr>
<td>5</td>
<td>June 1, 2020 through May 31, 2021</td>
<td>$40,684</td>
</tr>
</tbody>
</table>

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

Section 503. Additional Work. The Village shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Village shall approve the cost of labor, equipment and material in advance, unless the situation is deemed an emergency such that immediate response is required.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Engineer</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer (SCADA)</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>GIS Tech</td>
<td>$41</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
<tr>
<td>Lead Operator</td>
<td>$61</td>
<td>$76</td>
</tr>
<tr>
<td>Operator</td>
<td>$57</td>
<td>$71</td>
</tr>
<tr>
<td>Technician</td>
<td>$50</td>
<td>$61</td>
</tr>
<tr>
<td>Admin</td>
<td>$59</td>
<td>$74</td>
</tr>
</tbody>
</table>
ARTICLE VI - Village Responsibilities

Section 601. Facilities. The Village shall make available to the Authority the facilities described in this Agreement. The Village and its authorized representatives retain all rights of access to the facilities.

Section 602. Easements and Licenses. The Village shall maintain all easements, licenses and permits that have been granted as owner of the facilities and procure all others necessary to operate and maintain such facilities.

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

Section 604. Snow Removal. The Village will be responsible for all snow removal.

ARTICLE VII - Termination

Section 701. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 180 days prior written notice, provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VIII - Insurance/Liability

Section 801. Insurance. The Village shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The 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. The Authority shall secure and maintain insurance satisfactory to the Village. 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 operation of this Agreement.

Section 802. Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the 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.
ARTICLE IX - Accounts

Section 901. Accounts and Audits. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the 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.

ARTICLE X - Miscellaneous

Section 1001. Independence of Agreement. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to the operation and maintenance of the Village's Facilities. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such operation and maintenance service shall be separate from and independent of all unrelated projects and activities of the Authority. The 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.

Section 1002. Authority Status. 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.

Section 1003. Waiver. 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.

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

Section 1005. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.

Section 1006. Supercedence. This Agreement supersedes former similar agreements between the parties, pertaining to the facilities described in this document. All other agreements are hereby terminated, except as to those provisions intended to survive such termination.

Section 1008. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

EXHIBIT A – Resolution by Village Board to Enter Into this Agreement with the Development Authority of the North Country
**ALL OF THE ABOVE** is established by the signatures of the authority representatives of the parties.

VILLAGE OF SACKETS HARBOR

By: ____________________________

Vincent Battista
Village Mayor

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: ____________________________

James W. Wright
Executive Director

**ACKNOWLEDGEMENTS**

STATE OF NEW YORK  )
COUNTY OF JEFFERSON  ) ss:

On this ____ day of ________________, 2016, before me personally came **VINCENT BATTISTA**, who being duly sworn, did dispose and says that he resides in _____________, New York; that he is the Village Mayor, the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

____________________________________

NOTARY PUBLIC

STATE OF NEW YORK  )
COUNTY OF JEFFERSON  ) ss:

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
AUTHORIZING OPERATIONS AND MAINTENANCE SERVICE AGREEMENT WITH THE VILLAGE OF SACKETS HARBOR WATER TREATMENT FACILITIES

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

Whereas, the Village of Sackets Harbor has been under contract with the Development Authority of the North Country since 2004, and

Whereas, the Village of Sackets Harbor desires to enter into a new five (5) year Operations and Maintenance Service Agreement with the Development Authority of the North Country for a total amount of $140,604.

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

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into an Operations and Maintenance Service Agreement with the Village of Sackets Harbor for their water treatment facilities, and be it further

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

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

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. 2016-08-110 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 25th day of August, 2016, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of August, 2016.

Gary Turck
Board Chairman
OPERATIONS/MAINTENANCE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

&

VILLAGE OF SACKETS HARBOR

WATER TREATMENT FACILITIES

This sets forth the Operation and Maintenance Service Agreement made effective June 1, 2016, by and between the VILLAGE OF SACKETS HARBOR ("Village"), a New York municipal corporation with offices at 112 North Broad Street, Sackets Harbor, New York 13685 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public authority with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

RECITALS

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

2) The Authority desires to provide Operations and Maintenance Services for the Village Water Facilities described in this Agreement.

3) A five (5) year contract is presented for the water facilities with an estimated level of base services.

AGREEMENT

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

Article I Definitions
Article II Employment and Scope of Services
Article III Emergency Procedures and Services
Article IV Terms
Article V Compensation
Article VI Village Responsibilities
Article VII Termination
Article VIII Insurance and Liability
Article IX Accounts
Article X Miscellaneous
ARTICLE I - Definitions

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

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

2) "Chief Elected Official", the Village Mayor.

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

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

5) "EDU", equivalent dwelling unit intended to indicate a standard based upon the average single-family residence.

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

7) "Fiscal Year" for the Village means the period of twelve (12) calendar months beginning with June 1st of any year ending with May 31st of such year, and for the Authority means the period of twelve (12) calendar months beginning with April 1st of any year ending with March 31st of the next year.

8) "Fort Drum", the United States Department of the Army operating a facility at Fort Drum, New York.

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

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

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

12) "Village of Sackets Harbor", a municipal corporation with offices at 112 North Broad Street, Sackets Harbor, New York 13685 (herein referred to as "Sackets Harbor" or "Village").

13) "Water Facilities", the Village-owned water facilities described in detail on Record Drawings and Operations and Maintenance Manuals and briefly described below.
Water Treatment Plant:
- 2-High Lift Pumps
- 2-Low Lift Pumps
- 3 Microfiltration Skids
- 1-Chlorine Analyzer
- 1-Jacuzzi Sampling Pump
- 7-Turbidimeters
- 1-Liquid Chlorine Injection Pumps
- 1-Fluoride Injection Pump
- 1-Coagulant Feed Pump
- 1-100KW Generator
- 2-Magnetic Flow Meters
- 1-Ultrasonic Clearwell Level Transducer
- 1-Raw Water Intake Pipe and “Pig” Cleaning System
- 1-RTU Control System
- 1-PALL Microfiltration Control System

Water Distribution System:
- 2-Elevated Storage Tanks
- 2-RTU Control Systems

ARTICLE II - Employment and Scope of Services

Section 201. Engagement. The Village hereby engages the Authority to operate and maintain the Village’s Facilities, employing licensed operators where required.

1) All work will be conducted in accordance with all State and Federal Laws and Regulations.
2) The Authority will take directions only from the Village designated representatives. The Village will be responsible for designating the representatives that will provide direction to the Authority. The Village will be responsible for responding to all calls from residents concerning the operation of the Village Facilities.
4) The Authority will seek approval from the Village for non- incidental expenses, unless the situation is deemed an emergency. The Authority will determine whether the situation is deemed an emergency, as defined in Section 101.
5) Scheduled services that occur on holidays observed by the Authority will be performed the next normal working day following the holiday, with the exception of required daily DEC/DOH testing.

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

<table>
<thead>
<tr>
<th>Water System Services</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Daily Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>- Visual inspection of the operation of water treatment plant; inspect and examine</td>
<td>7 days/week</td>
</tr>
<tr>
<td>all pumps, electrical equipment and piping for proper operation.</td>
<td></td>
</tr>
<tr>
<td>- Record chlorine, fluoride and coagulant usage; mix/re-fill as required</td>
<td></td>
</tr>
<tr>
<td>- Record key plant parameters: flow, turbidities, chlorine and fluoride residual</td>
<td></td>
</tr>
<tr>
<td>- Review past 24-hours of operations to ensure that monitoring parameters have</td>
<td></td>
</tr>
<tr>
<td>been within acceptable limits</td>
<td></td>
</tr>
<tr>
<td>- General housekeeping of treatment plant</td>
<td>5 days/week</td>
</tr>
<tr>
<td>- Record one (1) chlorine residual test and (1) turbidity test result at one (1)</td>
<td></td>
</tr>
<tr>
<td>random sample point within the distribution system</td>
<td></td>
</tr>
<tr>
<td><strong>Quarterly Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>- Check and calibrate chlorine analyzer and turbidimeters, as required</td>
<td></td>
</tr>
<tr>
<td>- Grease pumps in accordance with manufacturers recommendations</td>
<td></td>
</tr>
<tr>
<td>- Maintain adequate chemical inventory, and order as needed</td>
<td></td>
</tr>
<tr>
<td>- Perform recommended manufacturer’s maintenance on turbidimeters and chlorine analyzer</td>
<td></td>
</tr>
<tr>
<td>- Schedule with the testing laboratory the collection of two (2) samples for total trihalomethanes (TTHMs) and haloacetic acids (HAA5)</td>
<td></td>
</tr>
<tr>
<td>- Submit quarterly TTHM/HAA5 Report to the DOH</td>
<td></td>
</tr>
<tr>
<td><strong>Sampling/Reporting</strong></td>
<td>2/Month</td>
</tr>
<tr>
<td>- Collect and submit to the testing laboratory two (2) random distribution sample</td>
<td>1/Year</td>
</tr>
<tr>
<td>for total coliform</td>
<td></td>
</tr>
<tr>
<td>- Collect one (1) sample for fluoride</td>
<td></td>
</tr>
<tr>
<td>- Prepare and distribute a monthly DOH Report</td>
<td>1/Year</td>
</tr>
<tr>
<td>- Collect and submit for testing other water quality analyses, required by the DOH</td>
<td></td>
</tr>
<tr>
<td>- Prepare an Annual Water Quality Report for Village to distribute</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Maintenance</strong></td>
<td>1/Year</td>
</tr>
<tr>
<td>- Perform recommended manufacturer’s maintenance on turbidimeters and chlorine</td>
<td>2 Years</td>
</tr>
<tr>
<td>analyzers, and chemical feed pumps</td>
<td></td>
</tr>
<tr>
<td>- Assist “pigging” of intake</td>
<td></td>
</tr>
</tbody>
</table>

2) Miscellaneous Services

a) The following miscellaneous services are provided by the Authority at no additional cost to the Village:
   - Transportation for Authority employees to complete the routine tasks described above.
   - Attendance at monthly Village Meetings, as requested.

b) Geographic Information System (GIS) Services

The Authority agrees to provide the Town with GIS Hosting Services and access to the IMA via a password-protected account through the Internet 24 hours/day, 7 days/week, with the exception of planned interruptions for system maintenance and unplanned interruptions in service beyond the Authority’s control. The Authority will endeavor to provide as much advance notice of scheduled interruptions as
reasonably possible, and not less than 48 hours. In the event of unscheduled interruptions, the Authority will use its best efforts to restore services as soon as reasonably possible under all the circumstances then existing.

3) Additional Services

Any other tasks not included in the scope of services described above, such as response to customer complaints, response to emergency situations, inspection of service connections, UFPO, etc. all as requested of the Authority by the Village will be reimbursed as described in Section 503. Mileage will be charged at the effective Federal Mileage Rate to and from the Warneck Pump Station.

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

Performance of Clean in Place of microfiltration skids will be as required, or at 90-day maximum interval. This cost will be billed as an additional service.

Any other GIS tasks that are not included in the scope of base services described above, such as Data Maintenance, or developing new datasets, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

Any SCADA tasks that are not included in the scope of base services described above, such as replacing damaged equipment, all as requested of the Authority by the Town will be reimbursed as described in Section 503.

ARTICLE III - Emergency Procedures and Services

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

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

ARTICLE IV - Terms

Section 401. Term. The term of this Agreement shall be five (5) years commencing June 1, 2016, and ending May 31, 2021 provided that the Village and/or the Authority shall have the right to terminate this agreement as specified in Section 701.
ARTICLE V – Compensation

Section 501. Compensation. For all services required under Section 202 1, 2, and 3 of this Agreement, the Authority shall be compensated as follows payable one-twelfth thereof monthly, and within 30 days following receipt by the Village of a proper invoice covering the month in which such service was rendered.

<table>
<thead>
<tr>
<th>Year</th>
<th>Period</th>
<th>Base O&amp;M Contact Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>June 1, 2016 through May 31, 2017</td>
<td>$26,220</td>
</tr>
<tr>
<td>2</td>
<td>June 1, 2017 through May 31, 2018</td>
<td>$27,138</td>
</tr>
<tr>
<td>3</td>
<td>June 1, 2018 through May 31, 2019</td>
<td>$28,088</td>
</tr>
<tr>
<td>4</td>
<td>June 1, 2019 through May 31, 2020</td>
<td>$29,071</td>
</tr>
<tr>
<td>5</td>
<td>June 1, 2020 through May 31, 2021</td>
<td>$30,088</td>
</tr>
</tbody>
</table>

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

Section 503. Additional Work. The Village shall pay the Authority the cost of additional work outside the normal scope of this Agreement at the rates listed below. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate. The Village shall approve the cost of labor, equipment and material in advance, unless the situation is deemed an emergency such that immediate response is required.

<table>
<thead>
<tr>
<th>Employee Wage Rate</th>
<th>Standard</th>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager/Engineer</td>
<td>$100</td>
<td>NA</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$58</td>
<td>NA</td>
</tr>
<tr>
<td>Controls Engineer (SCADA)</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>GIS Tech</td>
<td>$41</td>
<td>NA</td>
</tr>
<tr>
<td>Engineering Assistant</td>
<td>$55</td>
<td>$70</td>
</tr>
<tr>
<td>Lead Operator</td>
<td>$61</td>
<td>$76</td>
</tr>
<tr>
<td>Operator</td>
<td>$57</td>
<td>$71</td>
</tr>
<tr>
<td>Technician</td>
<td>$50</td>
<td>$61</td>
</tr>
<tr>
<td>Admin</td>
<td>$59</td>
<td>$74</td>
</tr>
</tbody>
</table>
ARTICLE VI - Village Responsibilities

Section 601. Facilities. The Village shall make available to the Authority the facilities described in this Agreement. The Village and its authorized representatives retain all rights of access to the facilities.

Section 602. Easements and Licenses. The Village shall maintain all easements, licenses and permits that have been granted as owner of the facilities and procure all others necessary to operate and maintain such facilities.

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

Section 604. Snow Removal. The Village will be responsible for all snow removal.

ARTICLE VII - Termination

Section 701. Termination. The Village and/or Authority may terminate this Agreement with or without cause upon 180 days prior written notice, provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

ARTICLE VIII - Insurance/Liability

Section 801. Insurance. The Village shall secure and maintain with New York State qualified insurers insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability to the extent not less than that reasonably necessary to protect the interest of the Authority. The 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. The Authority shall secure and maintain insurance satisfactory to the Village. 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 operation of this Agreement.

Section 802. Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the 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.
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ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

VILLAGE OF SACKETS HARBOR

By: __________________________
    Vincent Battista
    Village Mayor

DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY

By: __________________________
    James W. Wright
    Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW YORK

) ss:
COUNTY OF JEFFERSON

On this ____ day of _____________, 2016, before me personally came VINCENT BATTISTA, who being duly sworn, did dispose and says that he resides in __________________, New York; that he is the Village Mayor, the Village described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said Village.

__________________________________________
                NOTARY PUBLIC

STATE OF NEW YORK

) 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