

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
 Resolution No. IDA-23-09-29  
 September 26, 2023

**AUTHORIZING AN AGREEMENT WITH THE DEVELOPMENT AUTHORITY OF THE  
 NORTH COUNTRY FOR THE MASSENA SCHOOL OF BUSINESS DRI PROJECT**

**WHEREAS**, the Village of Massena (“Village”) has title to the Former Massena School of Business (“School of Business”) property, and

**WHEREAS**, the St. Lawrence County Industrial Development Agency (“SLCIDA”) supports the redevelopment of the School of Business into a community space while preserving the Main Street façade and recognizes the importance of the project for safety and economic development in the Village and for St. Lawrence County; and

**WHEREAS**, the Village was successful in applying for, and receiving, a Downtown Revitalization Initiative (“DRI”) designation in December 2021 and, as part of the DRI award, the Village and the SLCIDA worked together to propose a project for the redevelopment of the School of Business site (“Project”); and

**WHEREAS**, the SLCIDA has experience developing or redeveloping properties and will provide bridge financing, project oversight and grant administration of the Project, and

**WHEREAS**, the SLCIDA recognizes that the Project would be best served by utilizing the services of an agency that has the engineering and planning expertise to undertake the project, and

**WHEREAS**, the SLCIDA has determined that the Development Authority of the North Country (“DANC”) has such expertise, and

**WHEREAS**, the service to be provided by DANC, a unit of State government, is within the definition of professional services and pursuant to SLCIDA’s Procurement Policy, is not considered a purchase contract and is not subject to competitive bidding,

**NOW, THEREFORE, BE IT RESOLVED** that the SLCIDA desires to enter into the attached agreement with DANC for an amount not to exceed \$30,000, and

**BE IT FURTHER RESOLVED** that the St. Lawrence County Industrial Development Agency’s Chief Executive Officer, pending review by SLCIDA Legal Counsel, is hereby designated, authorized, empowered and directed to negotiate, execute and deliver any and all agreements and other documents required to effectuate the transactions contemplated by this resolution.

Move:	LaBaff			
Second:	Reagen			
<b>VOTE</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Blevins				X
Hall			X	
LaBaff	X			
McMahon	X			
Morrill				X
Reagen	X			
Staples	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

/s/

Lori Sibley  
 September 26, 2023

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
MASSENA SCHOOL OF BUSINESS COURTYARD AND WALKWAY**

**WITH THE**

**ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY (SLCIDA)**, a public benefit corporation organized and existing under the laws of the State of New York, having an office building and principal place of business located at 19 Commerce Lane, Suite 1, Canton, New York 13617, herein after referred to as "SLCIDA",

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 assisted the SLCIDA with the redevelopment of the former Jones & Laughlin Ore Processing Facility and the Newton Falls Railroad Projects.
- B. The SLCIDA intends to redevelop the former Massena School of Business located at 22 Main Street, Massena into a public courtyard and walkway.
- C. The Village of Massena, hereinafter referred to as "Village", is the owner of the former Massena School of Business. The Village and SLCIDA intends to execute a Memorandum of Agreement to document the arrangement between the Village and SLCIDA with respect to the project.
- D. The SLCIDA obtained a grant through the Downtown Revitalization Initiative "DRI" in the amount of \$1,900,000 to complete the redevelopment inclusive of design, demolition, and construction.
- E. The SLCIDA has requested technical services from the Authority to assist the SLCIDA with this project. At its Board meeting held on \_\_\_\_\_, the Board approved the Authority to assist the SLCIDA with this task. **A copy of this Resolution has been attached as Exhibit A.**
- F. 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 through completion of the design, bidding, and construction. Services will include coordinating with SLCIDA staff, project engineer-of-record, funding agencies, regulatory agencies, and legal counsel, and coordinating monthly project meetings.

b. Consultant Services

The SLCIDA will need to obtain the services of a hazardous material testing company and engineering firm to complete the planned redevelopment. The Authority will assist SLCIDA staff with procuring the services of the necessary firms while complying with the SLCIDA and funding agency requirements, inclusive of MWBE goals.

c. Funding/Financial Administrative Assistance:

The Authority will provide assistance with budgets, financial report preparation, progress reports, MWBE reporting, preparation of drawdown requests, review of supporting documentation, and other mandatory funding agency requirements as required by the funding agency.

d. Bid Phase Services:

The Authority will assist in compiling bid documents, and facilitating the bid process including responding to questions and preparing addenda, review bids, and assist the SLCIDA in awarding the contracts.

e. Construction Phase Services:

The Authority will oversee the demolition of the existing structure while preserving the existing facade facing Main Street and construction of new courtyard and walkway. New courtyard construction to include preserved front façade with structural support, decorative concrete walkway, history board, and wooden observation deck with stair access. During construction activities the Authority will complete periodic inspection, conduct progress meetings with the contractor, review payment applications and recommend payment, develop punch list, complete construction contract closeout.

2. The SLCIDA shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total

cost of such services shall not exceed \$30,000. The fee is based on an anticipated 18-month duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the scope of services is completed or at which time the SLCIDA elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the SLCIDA within 30 days of receipt of each invoice.

TABLE 1

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Director of Engineering	\$132	NA
Assistant Director of Engineering	\$100	NA
Controls Engineer	\$95	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$78	NA
Director of Water Quality Management	\$110	NA
Assistant Director of Water Quality Management	\$105	NA
Water Quality Supervisor - Operations	\$87	NA
Water Quality Supervisor - Management Services	\$83	NA
Water Quality Senior Operator	\$70	\$89
Water Quality Coordinator	\$70	NA
Water Quality Operator	\$63	\$80
Administrative Specialist	\$62	\$80
Water Quality Technician	\$55	\$71

3. The SLCIDA shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the SLCIDA as additional insured on the liability policy.
5. The SLCIDA 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 SLCIDA 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 SLCIDA, 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 SLCIDA 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 SLCIDA 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 SLCIDA 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 SLCIDA. 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 SLCIDA 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 SLCIDA 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 SLCIDA 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 SLCIDA 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  
ON OF THE NORTH COUNTRY**

**ST. LAWRENCE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Carl E. Farone, Jr.  
Executive Director

Patrick Kelly  
Chief Executive Officer