



**DEPARTMENT OF THE ARMY  
US ARMY INSTALLATION MANAGEMENT COMMAND  
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT DRUM  
10000 10TH MOUNTAIN DIVISION DRIVE  
FORT DRUM, NEW YORK 13602-5046**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE UNITED STATES ARMY GARRISON (USAG) FORT DRUM  
AND  
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY (DANC)  
FOR  
THE EXCHANGE OF PLANNING INFORMATION  
MOU-W16XU7-20016**

This is a Memorandum of Understanding (MOU) between the United States Army Garrison (USAG) Fort Drum and the Development Authority of the North Country (DANC). When referred to collectively, the USAG Fort Drum and the DANC are referred to as the "Parties".

1. **BACKGROUND:** Frequently, Fort Drum does not have a presence at county and municipal community planning activities. Conversely, the DANC regularly attends these meetings. County and municipal planning and zoning boards often have questions related to how planning and zoning ordinances and activities may impact Fort Drum mission readiness. Without a presence at these meetings, Fort Drum is not aware of and cannot respond to these questions.

2. **PURPOSE:** To provide framework for communication and coordination between USAG Fort Drum and the DANC regarding off-post community planning activities and project development proposals that create the potential for community encroachment on the Fort Drum Military Installation.

3. **UNDERSTANDINGS OF THE PARTIES:**

3.1. USAG Fort Drum will –

3.1.1. Make its encroachment meetings and activities accessible to DANC.

3.1.1.1. Such activities may include, but are not limited to:

3.1.1.1.1. Installation Planning Board.

3.1.1.1.2. Real Property Planning Board.

3.1.1.1.3. Airfield Operations Board.

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3.1.2. Invite DANC to other meetings and activities at the discretion of USAG Fort Drum.

3.1.3. Will conduct monthly liaison meetings with DANC.

3.2. The DANC will –

3.2.1. Regularly attend county and municipal planning and zoning board meetings and other related community planning activities,

3.2.2. Agrees to communicate questions and other information to Fort Drum relevant to installation encroachment concerns and issues.

3.2.3. Refer all questions from media seeking an official Fort Drum statement or position regarding encroachment or local community planning to the USAG Fort Drum Public Affairs Office.

3.3. Both Parties will –

3.3.1. Agree this applies to current and future aspects of local community planning activities that may put the Fort Drum Military Installation at risk of encroachment.

3.3.2. Include programs designed to minimize or mitigate encroachment such as the Army's Compatible Use Buffer Program and Joint Land Use Study Program.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate regarding the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the USAG Fort Drum – Anne Seegebarth, Support Agreements Manager, (315) 772-4670, [anne.m.seegebarth.civ@mail.mil](mailto:anne.m.seegebarth.civ@mail.mil).

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5.1.2. For the DANC – Michelle Capone, Director of Regional Development, (315) 661-3200, [mcapone@danc.org](mailto:mcapone@danc.org).

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed as follows:

5.2.1. If to the USAG Fort Drum, 10100 N. Riva Ridge Loop, Rm. 126, Fort Drum, NY 13602.

5.2.2. If to the DANC, 317 Washington St., Watertown, NY 13601.

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

5.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed in its entirety every three (3) years.

5.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with (IAW) DoDI 4000.19.

5.6. TERMINATION OF MOU: This agreement may be terminated by mutual agreement of the Parties or unilaterally by either Party upon thirty (30) days written notice to other Party.

5.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the subject matter herein.

5.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE: This MOU expires nine (9) years after the effective date.

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5.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed understanding between the same parties with the subject: MOU 17-11 (United States Army Garrison - Fort Drum and DANC) Tri - County Community Planning Coordination and Communication, understanding # MOU 17-11 and effective date of 27 June 2017.

APPROVED:

For the USAG Fort Drum –

For the DANC –

JEFFERY P. LUCAS  
Colonel, AG  
Garrison Commander

CARL E. FARONE, Jr.  
Interim Executive Director

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(Date)

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(Date)

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