



Board Resolution No. 2022-03-21
March 24, 2022

MEMORIALIZING ALFRED E. CALLIGARIS
DEVELOPMENT AUTHORITY BOARD MEMBER
AND FORMER CHAIRMAN

Whereas, Alfred E. Calligaris served as a member of the Development Authority of the North Country Board of Directors for 14 years from 2008 to 2022, and

Whereas, Alfred E. Calligaris was first appointed as a voting member to the Development Authority of the North Country Board of Directors on January 9, 2008 by Jefferson County representing not only the people of Jefferson County, but equally the people of St. Lawrence and Lewis Counties and the City of Watertown, and

Whereas, Mr. Calligaris served as Board Vice Chairman from April 2009 to March 2011 and Chairman of the Board from April 2011 to March 2015, and

Whereas, Mr. Calligaris's background as President and Chairman of the Board of The Stebbins Engineering and Manufacturing Group, as well as his experience in accounting and finance, provided a voice for businesses, as well as a dedicated interest to ensure the Authority's long term financial stability through his work on the Governance, Audit, Facilities and Telecommunications Committees, and

Whereas, over the course of Mr. Calligaris's 14-year tenure on the Authority Board, he was a strong supporter of projects in Jefferson County through facilitating the expansion of the regional solid waste management facility in Rodman; the expansion of the open access telecommunications network as a middle-mile solution across northern New York State; the creation of several regional revolving loan programs for tourism, value added agriculture and redevelopment; and the creation of new rental housing units to support the second expansion of Fort Drum, and

Whereas, his extensive community involvement provided leadership and direction to Samaritan Medical Center, Family Counseling Services of Northern New York, Greater Watertown - North Country Chamber of Commerce, Jefferson County Job Development Corporation, Seaway Valley Council of the Boy Scouts of America, Blue Cross of Watertown, Blue Cross Blue Shield of Utica and Utica Mutual Insurance Company.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country herewith recognizes the life, service, commitment and contributions of Alfred E. Calligaris, upon his untimely death, and

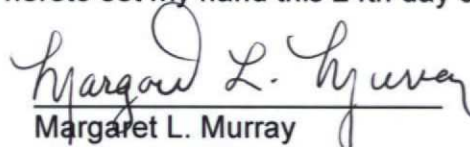
BE IT FURTHER RESOLVED, the Authority Board Members extend their sympathies to the Calligaris family – his wife, and children, acknowledging their loss and honoring his life.

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

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-21 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



**Board Resolution No. 2022-03-22
March 24, 2022**

**AUTHORIZING THE WRITE-OFF OF CERTAIN LOAN RECEIVABLES
AS BAD DEBTS**

Whereas, the Development Authority of the North Country (“Authority”) reviews its receivables using Generally Accepted Accounting Principal guidelines to determine the collectability of all accounts on the Authority’s Statement of Net Position, and

Whereas, based on such review, the following loan receivable has been deemed uncollectable and recommended for write-off by Management:

NORTH COUNTRY REDEVELOPMENT LOAN FUND:
MCM Development Malone, LLC \$213,825.69

RESOLVED, the Authority authorizes the write-off of the above identified receivables and further directs the Chief Financial Officer to make adjustments to the Authority’s financial statements to reflect this transaction.

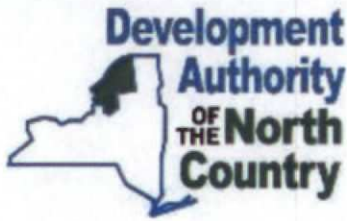
Motion by: A. MacKinnon
Seconded by: E. Virkler

Doheny - Yes	Henry - Present	MacKinnon – Yes	Murray - Yes
Hefferon – Yes	Hollenbeck – Present	McGrath – Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-22 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.

Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-23
March 24, 2022

**AUTHORIZING THE WRITE-OFF OF CERTAIN ACCOUNTS
RECEIVABLE AS BAD DEBTS**

Whereas, the Development Authority of the North Country ("Authority") reviews its receivables using Generally Accepted Accounting Principal guidelines to determine the collectability of all accounts on the Authority's Statement of Net Position, and

Whereas, based on such review, the following accounts receivable has been deemed uncollectable and recommended for write-off by Management:

Champlain Valley Physicians Hospital Specialty Clinics at ECH \$6,337.50

RESOLVED, the Authority authorizes the write-off of the above identified receivable and further directs the Chief Financial Officer to make adjustments to the Authority's financial statements to reflect this transaction.

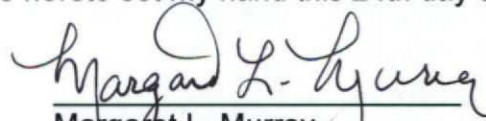
Motion by: M. Hall

Seconded by: A. MacKinnon

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-23 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



**Board Resolution No. 2022-03-24
March 24, 2022**

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 Personnel Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, Executive Management has recommended modifications to the Personnel Policy with the major changes reflected in the following sections:

Add:

- Employment Policies B. Prohibition of Discrimination based on Reproductive Health Decision Making
- Employment Policies N. Workplace Violence Prevention Program
- Employment Policies P. Tape Recording Policy
- Employment Policies Q. Nursing Mother Policy
- Employment Policies R. Telecommuting Policy
- Benefits P. Return to Work / Inability to Work Procedure

Modify:

- Employment Policies A. Equal Employment Opportunity
- Employment Policies F. Physical Evaluation/Alcohol & Substance Abuse
- Employment Policies O. Smoking Policy
- Benefits H. Sick Leave
- Benefits L. Vacation
- Benefits N. Bereavement Leave

Delete:

- Appendix A. Employees' Standard Work Day
- Appendix B. Report of Personnel Changes
- Appendix C. Non-Exempt Pay Grade Chart

Now, therefore be it

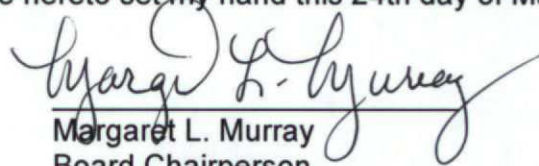
RESOLVED, that the Development Authority of the North Country does hereby approve the Personnel Policy, attached hereto and incorporated in this Resolution.

Motion by: D. Mastascusa
Seconded by: E. Virkler

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-24 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country Governance Policies

Subject: Personnel Policy
Adopted: March 24, 2022
Resolution: 2022-03-24



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SECTION 1 - INTRODUCTION

A. Welcome to the Development Authority of the North Country

An interesting and challenging experience awaits you as an employee of the Development Authority of the North Country (Authority). To answer some of the questions you may have concerning the Authority and its policies, we have written this Personnel Policy. Its purpose is to establish guidelines for fair, consistent and legal treatment of Authority employees. Please read it thoroughly and retain it for future reference. The Personnel Policy is subject to change at the sole discretion of the Authority and supersede any prior written or unwritten policies. The Personnel Policy may also be modified, as deemed necessary, to accommodate individual employment circumstances. From time to time, you may receive updated information concerning changes in the policy. Should you have any questions regarding any policies, please ask your supervisor.

The purpose of this Personnel Policy is to provide a general guide to the Authority's policies, programs, and benefits. As with all Authority communications, this Personnel Policy is provided to employees for their general information. This Personnel Policy does not include all the information employees will need during the course of their employment; therefore, employees are encouraged to contact their supervisors for additional information when necessary, and to review other Authority policies and procedures as applicable.

This Personnel Policy is not a contract guaranteeing employment, and nothing in it, or any other policy or communication, changes the fact that employment with the Authority is at-will. At-will employment means you can leave the Development Authority at any time, and the Authority can terminate your employment at any time, for any reason.

We wish you the best of luck and success in your position and hope that your employment relationship with the Authority will be a rewarding experience.

B. Authority Mission

The mission of the Development Authority of the North Country is to serve the common

interests of Jefferson, Lewis and St. Lawrence Counties by providing technical services and infrastructure, which will enhance economic opportunities in the region and promote the health and well-being of its communities.

C. Authority Principles

We will measure our achievements against these standards in all our activities.

Integrity

We will be honest and responsible in dealing with customers, suppliers, partners and coworkers.

Environment

We will strive to protect, conserve and enhance the health and well-being of our region, for current and future generations.

Quality and Excellence

We will provide services that meet or exceed the needs and expectations of our customers. We will listen to our customers and pursue improvement and innovation in all our operations.

People

People are the key to our success and our most important resource. Our employees will have equal opportunity in an environment that fosters communications and continuous improvement through employee involvement. We will treat our employees the way we expect them to treat our customers.

Leadership and Accountability

We will identify opportunities that will benefit our customers and partners, and will focus our resources to take advantage of those opportunities. We will be accountable and responsible - individually and as an organization - for our actions and results.

Partnership

We will work collectively and cooperatively with our coworkers and customers to achieve together what we could not achieve alone.

Stewardship

We will maintain the highest level of fiscal responsibility and trust in our dealings.

SECTION 2 - EMPLOYMENT POLICIES

A. Equal Employment Opportunity

The Authority is an equal opportunity Employer and does not discriminate against any applicant or employee because of race, color, creed, religion, national origin, age, sex, sexual preference, sexual orientation, marital status, domestic violence victim status, gender identity or expression, familial status, military status, veteran's status, disability, genetic predisposition or carrier status, a known disability or any other characteristics protected by law. This policy applies to all terms and conditions of recruitment and employment, including, but not limited to, hiring, placement, promotion, working conditions, termination, layoff, recall, transfer, leave of absence, discipline, compensation, and training.

To further the principles of equal employment opportunity for all, the Authority has developed affirmative action practices for minorities, women, handicapped individuals, and Vietnam-era special disabled veterans. The Executive Director is responsible for administering and assuring compliance with these policies.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the Human Resources Department or Executive Director. Employees can raise concerns and make reports without fear of reprisal. Every effort will be made to maintain the confidentiality of the matter consistent with the Authority's need to thoroughly investigate the allegations. Complete confidentiality cannot however be guaranteed. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

B. Prohibition of Discrimination Based on Reproductive Health Decision Making

The Authority will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, discriminate or take any retaliatory action against any employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or their dependent's reproductive health decision making, or

require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions. For purposes of this policy “reproductive health decision making” includes, but is not limited to, a decision to use or access a particular drug, device, or medical service. In addition to reporting any alleged violations of this policy to the Authority, employees may also choose to pursue legal remedies by initiating a civil action in court for damages, injunctive relief, reinstatement, and/or liquidated damages.

No employee will be subject to retaliation or discipline by the Authority as a result of making or threatening to make a complaint against the Authority, a co-worker, or a public body, with respect to rights guaranteed under applicable law that have been violated; causing to be instituted any proceeding alleging violations of applicable law; or providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any alleged violation by the Authority of applicable law, rule, or regulation.

Any employee who believes that he or she has been subject to discriminatory or retaliatory behavior in violation of this policy should report it immediately to Human Resources or the Executive Director.

C. Personal Privacy Protection and Employee Access to Personnel Records

1. Personnel files are the property of the Authority.
2. The Authority complies with Article 6A of the Public Officers Law with respect to the privacy of personnel records.
3. Upon request, each employee of the Authority will be allowed to inspect his/her personnel records in the presence of their supervisor or Human Resources. An employee may request inaccurate information be corrected and/or may submit corrections to the records. If a request to correct records is denied, the employee may file a written appeal with the Executive Director.

D. Employee Complaint Process

The Authority has an internal complaint and right of appeal process to enable an employee to request assistance, report sexual harassment or other discrimination, or

address any perceived unfairness. Through this process, the Authority can eliminate conditions, which may be discriminatory or detrimental to an employee or the Authority's efficiency and reputation.

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to you or to the Authority, you should follow the procedure described here for bringing your complaint to management's attention.

Step One: Discussion of the problem with your immediate supervisor or Division Director is encouraged as a first step. If, however, you don't believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two: If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with Human Resources. In an effort to resolve the problem, the Authority will consider the facts, conduct an investigation, and will normally respond within five working days.

Step Three: If you are not satisfied with this decision and wish to pursue the problem or complaint further, you may prepare a written summary of your concerns and request that the matter be reviewed by the Executive Director and/or Governance Committee. If the Executive Director has already been consulted during Step Two, the issue will be reviewed by the Governance Committee.

The committee, after a full examination of the facts (which would include a review of the written summary of your statement, and may include discussions with all individuals concerned, and a further investigation if necessary), will normally advise you of its decision within fifteen working days. The decision of the committee shall be final.

All requests will be reviewed as quickly and thoroughly as possible. The concern or complaint will be treated with complete respect and confidentiality, except as may be otherwise required by law.

E. Employee Assistance Program

1. The Authority recognizes that a wide range of problems — such as marital or family distress, alcoholism, and drug abuse — not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, we believe it is in the interest of employees and the Authority to provide an effective program to assist employees and their families in resolving problems such as these as the need arises.
2. Pivot Employee Assistance Services (EAP), is a confidential referral service available to all employees. The program provides crisis intervention and pretreatment counseling and referral to appropriate professional services for any employee with a personal problem that is adversely affecting job performance. Employees wishing this confidential service may call 315-788-4790.
3. Participation in EAP does not excuse employees from complying with normal Authority policies or from meeting normal job requirements during or after receiving EAP assistance. Nor will participation in our EAP prevent the Authority from taking disciplinary action against any employee for performance problems that occur before, during, or after the employee's seeking assistance through the EAP.

F. Physical Evaluation/Alcohol and Substance Abuse

Drug and alcohol dependency is an illness and a major health problem, which effects employee job performance. Furthermore, such abuse creates potential safety and security problems. For these reasons, the Authority has developed this policy.

1. As part of the Authority's employment procedures, all job applicants offered a position with the Authority will be required to have a pre-employment medical examination and drug screen conducted by a physician designated by the Authority. Any offer of employment by the Authority is contingent upon, among other things, satisfactory completion of these examinations, and a determination by the Authority and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered.

2. Further, as a condition of continued employment, employees may also be required to undergo periodic medical examinations, at times specified by the Authority. Examinations may be required post-job injury or incident/accident. In connection with these examinations, employees are required to provide the Authority with access to their medical records, if requested. Further, it should be understood that the Authority receives a full medical report from its examining physicians regarding the applicant's or employee's state of health. Questions about medical examinations or alcohol and drug screening should be directed to Human Resources.
3. The Authority is required to comply with the Omnibus Transportation Employee Testing Act of 1991 (the "Act") and the U.S. Department of Transportation Regulation 49 CFR Part 40 (the "Regulation"). Job applicants for a position that requires a CDL will be required to have a pre-employment alcohol and controlled substance screening. Procedures for compliance with the Act and Regulation have been adopted by the Authority and communicated to covered employees.
4. All Authority-required medical examinations and alcohol and drug screenings are paid by the Authority.
5. Employees are expected and required to report to work on time and in mental and physical condition for work. Reporting to work under the influence of alcohol or a controlled substance is prohibited.
6. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or any controlled substance on Authority premises or while conducting Authority business off premises is prohibited. Violations of this policy will result in disciplinary action, which may include termination of employment.
7. The Authority encourages employees needing help in dealing with such problems to use the Pivot Employee Assistance Services, 315-788-4790.

G. Conflicts of Interest

1. Authority employees may not have any interest, direct or indirect, financial or otherwise, or engage in any business activity or transaction which is in conflict or creates the appearance of a conflict with the proper discharge of the employee's duties for the Authority. All personnel will sign an annual certification, declaring any conflicts of interest, or affirming none exist.
2. All business of the Authority must be conducted on an objective basis, solely on its merits and in accordance with Section 74 of the Public Officers Law, "Code of Ethics", and the Authority's Ethics Policy.

H. Confidential Information

1. Employees may not use their knowledge gained in the course of employment with the Authority in any way except to serve the authorized purposes of the Authority.
2. All of the business transacted by the Authority and all records, correspondence and general information is to be considered confidential except as specifically identified otherwise by the Executive Director, in accordance with the Authority's Public Access to Records policy.
3. Employees found to be violating this policy are subject to disciplinary action, up to and including termination, and may be subject to civil and/or criminal penalties for violations of, among other things, applicable securities laws.

I. Outside Employment

1. No Authority employee may engage in outside employment of the same nature, or provide similar services as provided by the Authority. An employee may engage in unrelated employment outside the Authority during hours that do not interfere with his/her work schedule or performance.
2. Authority employees who serve as directors, owners, employees or agents of companies seeking to do business with the Authority shall disclose in writing

such interest to the Executive Director, who shall determine whether a prohibited conflict exists. The Executive Director shall update and review such relationships on an annual basis.

3. This guideline does not apply to volunteer, civic and humanitarian organizations.

J. Personal Conduct and Disciplinary Procedures

1. Each Authority employee is expected to be aware of and personally exemplify the highest standards of professional, ethical and moral conduct.
2. Whether you are on duty or off, your conduct reflects on the Authority. You are, consequently, encouraged to observe the highest standards of professionalism at all times.
3. Types of behavior and conduct that the Authority considers inappropriate include, but are not limited to, the following:
 - a. Falsifying employment or other Authority records
 - b. Violating the Authority's nondiscrimination and/or sexual harassment policy
 - c. Excessive absenteeism or tardiness
 - d. Excessive, unnecessary, or unauthorized use of supplies, particularly for personal purposes
 - e. Reporting to work intoxicated or under the influence of non-prescribed drugs, and illegal manufacture, possession, use, sale, distribution or transportation of drugs
 - f. Bringing or using alcoholic beverages, marijuana or any illegal drug on Authority property or using alcoholic beverages, marijuana or any illegal drug while engaged in Authority business
 - g. Fighting or using obscene, abusive, or threatening language or gestures
 - h. Theft of property
 - i. Possession of firearms on Authority premises or while on Authority business
 - j. Disregarding safety or security regulations

k. Insubordination

l. Failing to maintain required confidentiality

4. Violations of the Authority's work rules, instances of unacceptable behavior or misconduct, or continued poor performance will generally be subject to progressive discipline. Progressive discipline means that employees will be assessed penalties that become increasingly severe each time an offense is repeated or a performance improvement is not forthcoming. However, some types of misconduct and/or job performance are so serious that they may result further discipline to include an immediate dismissal from employment.

K. Solicitations

1. Solicitation or distribution of literature of any kind by or of Authority employees is not permitted during working time or in working areas. Employees who are not on working time, such as during meal periods, break time, or other non-working time, may not solicit employees who are on working time. The intent of this prohibition is not to preclude supporting the fundraising efforts of adjudged community benefit organizations. All such proposed solicitations shall be approved, and conditions of approval detailed, by the soliciting employee's supervisor.
2. Non-employees are not permitted to solicit or distribute literature at any time on Authority property.

L. Personal Business and Use of Authority Equipment

1. The Authority expects all of its employees to perform Authority work during their normal work hours. Employees are expected to use discretion with regard to incoming and outgoing personal calls and the carrying out of personal business during normal work hours.
2. Employee work areas, desks, lockers, and office equipment are provided by the Authority. The control of these areas and equipment remains with the Authority and the Authority reserves the right to enter these work spaces and monitor the

use of other equipment when deemed appropriate.

3. The Authority's computer system provides e-mail capabilities. The system is subject to monitoring by the Authority and the use of electronic mail program amounts to employee consent of such monitoring. Employees using Authority computers may, from time to time, find it necessary to use a password to protect confidential material. When a confidential password is used, it must also be given to the employee's supervisor as needed. The Authority's computer system is governed by the Authority's Information Technology and Security Policy and associated IT procedures.
4. The Authority also reserves the right to open all mail delivered to the Authority; therefore, employees are encouraged to have personal mail delivered to their homes.
5. Personal use of Authority equipment or supplies, including, but not limited to, copying machines, fax machines, computers, and office supplies, is generally prohibited. The intent of this policy is not to preclude reasonable use of such equipment by the employee when the employee's supervisor shall determine that such use is in the interest of the Authority given specific circumstances. Use of Authority equipment or supplies for outside employment is strictly prohibited.
6. Personal use of Authority automobiles and other equipment is prohibited.

M. Safety and Wellness

Providing you with safe working conditions is a primary concern of the Authority. To this end, the Authority makes every effort to comply with relevant Federal and State Occupational Health and Safety Laws, but the prevention of injuries and accidents cannot be accomplished without the continuous sincere effort of all employees. We encourage you to be constantly on the alert for incidents of human error and mechanical failure. Report any condition or employee practice that is likely to cause an accident to your supervisor immediately. For more information regarding safety and health, refer to the Health and Safety manual located on the Authority website.

N. Workplace Violence Prevention Program

The Authority is a New York State public benefit corporation and therefore, is required to follow NYCRR Part 800.6 Workplace Violence Prevention regulations. The requirements of the regulation mandates annual training for all employees at time of hire and annually thereafter of what workplace violence is, conduct a risk evaluation to identify possible danger before they happen and provide a written workplace violence prevention program for employee review. For more information regarding the Authority's Workplace Violence Prevention Program, refer to the program details in the Authority's Health & Safety Manual.

O. Smoking Policy

The purpose of this policy is to establish guidelines whereby the Authority provides a smoke-free work environment for our employees and complies with all federal and state indoor Clean Air Acts. This policy applies to all employees, vendors, visitors and contractors. Any use of tobacco must be 25 foot away from Authority buildings.

1. Discipline: All employees share in the responsibility for adhering to and enforcing the Smoking Policy. In all cases, the right of the non-smoker to protect his/her health and comfort will take precedence over an employee desiring to smoke. Employees who violate this policy may receive a written safety violation notice and may be disciplined, up to and including termination of employment, based on the severity of the violation.

2. Employee Assistance: The Authority provides an Employee Assistance Program for its employees. This program includes assistance with smoking cessation. In addition, community-based programs are available and the Authority will assist any interested employees (Reference Personnel Policy Section 2.E., Employee Assistance Program).

P. Tape Recording Policy

The Authority prohibits its employees from secretly recording or directing others to secretly record, by audio or video tape or other electronic means, discussions or meeting between or among employees, vendors, visitors and contractors while on

Authority premises, and/or between or among employees while outside the Authority on Authority business without the prior express written approval by the Executive Director. Anyone violating this policy will be disciplined up to and including termination from employment.

Q. Nursing Mothers Policy

The Authority will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. The Authority will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor, or a member of Human Resources to request time to express breast milk under this policy. The Authority reserves the right to delay or postpone an employee's request for a lactation break by up to 30 minutes if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact Human Resources.

R. Telecommuting Policy

The Authority has a Telecommuting policy which establishes guidelines for telecommuting arrangements for employees. Telecommuting arrangements are not a right or entitlement of employment; they are discretionary and subject to operational needs. Telecommuting arrangements can be rescinded at any time with appropriate notice. There is no appeals process when a telecommuting arrangement has been denied or rescinded.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Authority considers telecommuting to

be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs, but not for others. Telecommuting is not an entitlement, it is not an Authority-wide benefit, and it in no way changes the terms and conditions of employment between the employee and the Authority. It is important to note that Telecommuting approved on a one-off or otherwise irregular basis is not a telecommuting arrangement as defined under the policy.

Telecommuting arrangements require the initial and ongoing approval of the employee's Division Director, Human Resources, and the Executive Director. For more information regarding the policy, refer to the program on the Authority website.

SECTION 3 - COMPENSATION POLICIES

A. Salary Administration Definitions

1. Employees

- a. **Regular** - Any employee who is regularly scheduled to work 30 hours or more per week. Regular employees are eligible for the benefits detailed by Section 4.
- b. **Temporary** - Any employee who is hired for a special project or period of time and works fewer than 12 months or less than 1,560 hours, in any fiscal year.

Temporary employees are not eligible for benefits as described in Section 4, except for optional benefits on a case-by-case basis and participation in the New York State Employees' Retirement System. Temporary employees receive workers' compensation as mandated by law. Temporary employees working a minimum of 20 hours per week receive short term disability coverage.

- c. **Workers provided by a third party contractor, or a consultant who is retained as an independent contractor** by the Authority, are not covered under these Personnel Policies.

2. Orientation Period

- a. Newly hired employees will have a 180 calendar-day orientation period. The orientation period provides both the employee and the Authority an opportunity to get to know one another. At the end of the period, the employee will receive a review by his/her supervisor.
- b. Successful completion of the orientation period should not be construed as creating a contract guaranteeing any special privileges.

3. Basic Work Week

- a. Each work week begins Sunday and ends Saturday midnight, and is considered individually. Work schedules are as established by management. Standard work days can be changed from time to time by management to meet changing operating requirements.

4. Base Salary

- a. Base salary is compensation regularly paid to each employee as remuneration for work performed. Base salary does not include overtime pay.

5. Employee Status and Overtime Pay

- a. Exempt - Exempt employees are those employees whose duties meet the standards for exemption from the U.S. Fair Labor Standards Act (FLSA), the New York Labor Law and the implementing regulations, including the exemptions for executive (managerial and supervisory), administrative, and professional employees, and computer-related occupations. Exempt employees do not receive overtime compensation for hours worked in excess of 40 hours in a work week.
- b. Non-Exempt - Non-Exempt employees are those employees covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and the New York Labor Law, and include all non-salaried (hourly) workers and those salaried employees whose duties do not meet the standards for the statutory exemptions. Non-exempt employees, who work more than 40 hours in a work week, will receive compensation at the rate of 1 and ½ times their regular hourly rate for all hours worked in excess of 40 in a work week.
- c. Overtime hours should be approved in advance by the Division Director or Supervisor.
- d. Solely for overtime pay purposes, hours worked include designated holidays, vacation, personal and sick leave hours.
- e. Employees will be informed of their status at the time of hire and when a change occurs due to a promotion or transfer.

6. Call In Pay

Any regular, full-time, permanent, hourly employee who is called in to work unscheduled hours shall be paid a minimum of two (2) hours pay.

7. On Call Pay

Any regular, full-time, permanent, hourly employee who is on call to work unscheduled hours shall be paid a weekly stipend for the on-call period. The

amount of such stipends shall be established by the Authority on an annual basis.

B. Longevity Incentive Pay

Any regular, full time, hourly or salaried employee shall be eligible for a single non-recurring payment upon completion of five, ten, fifteen, twenty and twenty-five years of continuous service with the Authority. The amount of the longevity incentive shall be as follows:

Years of Service:	Dollar Amount
5	\$500
10	\$1,000
15	\$1,500
20	\$2,000
25	\$2,000

The payment shall be issued upon the anniversary day of the employment with the Authority or the next payday, to be determined by Finance.

The payment shall not be incorporated in the annual salary, but shall be a one-time payment.

The payment may be withheld by the Executive Director for issues of performance or just cause.

C. Salary Administration Policy

1. Job Description

a. All positions have a written job description. Employees receive a copy of their job description at the time of hire and when a change occurs due to a promotion or transfer.

2. Salaries and Wages

a. Newly hired employees will start at a competitive rate commensurate with their job function and experience.

b. Salaries and wages will be reviewed periodically to determine overall competitiveness.

c. As needed, reviews will compare the Authority's salaries with available resources such as private industry, state, county, and city salary ranges, and job descriptions.

3. Performance Appraisal

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your supervisor on an ongoing basis. You will also receive periodic written evaluations of your performance. Such evaluations will normally occur at the completion of the Orientation Period, and annually thereafter.

Annual evaluations will become the basis for annual salary adjustments. Your Supervisor will develop a schedule each year for completion of your annual evaluation.

In addition, if you are promoted or transferred to a new position, your performance may be evaluated in writing after you have been in your new job for ninety days.

All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems. Completed performance review forms will be maintained in a confidential employee file.

4. Annual Adjustment Pool

An annual adjustment pool system has been established for all employees. Each fiscal year, prior to April 1, the pool shall be reviewed by management and the Board to determine if an annual adjustment should be implemented based on cost

of living, wage comparability and other factors. Any such adjustments will be made as part of the annual budget adoption process. The total of all pay adjustments shall not exceed the pool established in a given year.

On the first pay period on or after April 1 of each year, all employees may be eligible for a pay adjustment, subject to the following conditions:

- a. The employee must have worked for six (6) months in a full-time, capacity.
- b. The employee must have a satisfactory performance appraisal for the current rating period.
- c. The employees' immediate supervisor must recommend the employee for such adjustment, which must be approved by the appropriate Manager and Executive Director. Individual performance is the key criterion in determining increases in an employee's pay.

5. Executive Director Compensation

Executive Director – The Governance Committee recommends and submits to the Board for review and approval (may be subject to an employment contract).

6. Promotions, Change of Title and Organizational Changes

- a. The Executive Director submits to the Governance Committee and/or Finance and Budget Committee recommendations with supporting documentation, if required by the Authority's By-Laws.
- b. Upon Committee approval, recommended action(s) are submitted to the Board for approval, if required.
- c. When a regular, full-time, hourly employee is promoted to a new position, he/she will advance to a pay rate that is equal to or greater than the rate in the previous position.

7. Salary Advances

Employee salary advances are not permitted.

8. Employee Garnishments

- a. The Authority complies with employee wage garnishment and levynotices.
- b. The employee's employment position is not jeopardized as a result of a garnishment or levy.

D. Employee Payroll

- a. The Authority requests all newly hired employees to enroll in direct deposit for payroll purposes. The Authority will provide, by email, an electronic copy of payroll and deductions to each employee for each payroll period.

SECTION 4 - BENEFITS

A. Benefit Policies

Benefit policies are established for the health and welfare of Authority employees. All regular employees receive benefits. Some benefits are the same for all employees. Some are accrued based upon hours worked or length of service.

This Section contains a brief description of the various benefits provided to eligible employees by the Authority. For the actual descriptions of the benefits available, reference must be made to the individual benefit plans. Where benefits are governed by formal plan documents or master policies, the exact terms of the plans or policies will govern. The Authority has discretionary authority to construe all benefit plans and policies and the provisions of this Personnel Policy, including discretionary authority to interpret any disputed provisions and to resolve all issues that arise under such plans and policies.

The Authority has no plans at this time to discontinue its current benefit plans and policies. However, the Authority expressly reserves the unqualified right, by action of the Board of Directors, to modify, amend or terminate any plan or policy at any time and for any reason, including changes that may increase the contributions required for employees and/or retired employees for a benefit beyond the levels stated in this Personnel Policy and/or the benefit plans and policies.

Retirement does not confer upon any person any irrevocable right to continued benefits under any Plan or policy of the Authority. The Authority makes no promise to continue any particular benefits in the future and rights to future benefits do not vest.

B. Medical

The Authority currently provides medical insurance plans to eligible Authority employees and their spouses and dependent children (collectively, "dependents"). Effective January 1, 2016, employees will continue to contribute a fixed amount of employee contribution as established annually by the Governance Committee of the Authority Board.

An employee who opts NOT to participate in the Authority's medical insurance

plan before the beginning of the year will receive an additional cash stipend. The amount of the stipend will be established annually by the Governance Committee of the Authority Board, and is paid over the course of the year, as part of the employee taxable compensation.

The Authority intends this to be a benefit for an employee who has coverage from another source. The employee will be required to provide proof of alternative coverage to be eligible to receive the stipend. The stipend will stop if the employee chooses to enroll in the plan part way through the year, (assuming this enrollment is permitted by the plan).

A retiring employee may choose to continue medical coverage if they are employed by the Development Authority of the North Country, at the time of retirement and meet one of the following conditions: 1) employees who have retired prior to April 1, 2008, must have a minimum of ten (10) years of service; 2) current active employees hired prior to April 1, 2008, must have a minimum of fifteen (15) years of service; 3) employees hired after April 1, 2008, must have a minimum of twenty (20) years of service. When the retiree reaches age 65, Medicare will provide primary coverage, except as otherwise required by law. The Authority may elect to provide an alternative supplemental insurance plan.

Effective January 1, 2016, the rate of retired employees' individual coverage contributions will be established as a fixed amount of contribution as established by the Governance Committee of the Authority Board. If family coverage is elected instead, the Authority will pay for such costs up to the dollar amount provided for individual coverage.

A retiring employee must be a member of the Authority's health insurance plan to continue coverage. If an employee is participating in the "stipend medical insurance alternative", the employee must enroll in the Authority's health insurance plan during the enrollment period prior to the anticipated year of retirement.

If a retired employee does not satisfy the requirements, medical coverage for both the retired employee and any dependents who had medical coverage will terminate at retirement. Both the retired employee and dependents will have the right to

continue coverage for a period of time at their own expense under the "COBRA" rules.

The Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), requires that previously covered employees and dependents who are considered "qualified beneficiaries" have the opportunity to elect continuing coverage under the medical plan for a specified period, at their own expense, when coverage would otherwise end due to an employee's termination of employment (or reduction in hours of employment). In addition, dependents that are qualified beneficiaries have the right to elect COBRA coverage upon the occurrence of certain other events that are "qualifying events" under the COBRA rules.

C. Workers Compensation

Employees suffering an injury or illness on the job are eligible for Workers' Compensation Benefits. All payments made by the Authority's insurance carrier for wage reimbursements will be received at the Administrative Office of the NYS Insurance Fund and forwarded to the employee.

The day of occurrence (Day 0) of the injury/illness, where the employee is required to obtain medical attention, will be considered a full day of regular employment at the employee's usual wage rate. Time lost due to the injury/illness on the day of occurrence will not be charged against accrued sick time.

For the next seven calendar days (Days 1-7), the employee may utilize accrued sick time for the number of regularly scheduled hours of work lost due to the injury/illness. The employee may not claim sick time in excess of the amount accrued.

After seven calendar days, Workers' Compensation benefits become payable to the employee. The employee will not receive compensation from the Authority while eligible for such benefits.

For injuries/illnesses which require the employee to remain away from work for more than fifteen calendar days, Workers' Compensation will begin to pay benefits for wages during the first seven calendar days. Such retroactive benefits will be returned to the Authority by the employee. In return, the Authority will reinstate the employee's accrued sick time on a prorate basis.

Employees will continue to accrue vacation and sick time during the first seven calendar days of time lost due to injury/illness. Accrual of paid leave will terminate on the eighth calendar day and will be resumed upon the employee's return to work.

For purposes of retirement, the employee will not be considered to be on the Authority payroll while receiving Workers' Compensation benefits. During that time, no contributions will be made on behalf of the employee nor will time of service be credited.

Once an employee has received Workers' Compensation benefits for 30 days, the employee will become responsible for remitting to the Authority their portion of payments for participatory benefits sponsored by the Authority (e.g. Health Insurance).

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.

D. Retirement Plan (New York State Pension)

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)].

Participation by Authority employees is required under Article 15 of the Retirement and Social Security Law of New York State.

E. 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.

F. 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.

G. 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.).

H. Sick Leave

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 I, subject to the approval of the Executive Director.

Employees accrue sick leave at the rate of 3.08 hours per pay period or an equivalent of ten (10) workdays per year.

- a. Sick accrual is based upon hire date; accrual begins on the hiredate.
- b. Maximum accrual cannot exceed 200 days or 1600 hours.
- c. 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.

Employees must notify their manager 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.

Employees who have been on sick leave for three (3) or more consecutive workdays may be requested to provide a medical certificate.

Accrued unused sick leave is not payable upon resignation, retirement, death or other termination of employment. The Authority has elected to provide additional credit toward retirement through an Allowance for Unused Sick Leave [RSSL Sec. 41(j)]. Up to 165 sick days may be so applied for Tiers 1 through 5, and 100 sick days for Tier 6.

Short-Term Disability (STD) benefits provide partial insurance protection to an employee in the event of a non-job related injury or illness that prevents the employee from working. The absence from work must be for more than 8 working

days to be eligible for coverage. The STD benefit is a maximum of 60% of base weekly income for up to 26-weeks. The Authority provides this STD benefit to employees (at no cost to the employee) who works a minimum of 20-hours per week. If an employee becomes disabled, the employee will receive full pay through available accrued sick leave for the first 8 days of disability. In addition, after the first 8 days, employees will receive full pay to the extent that the employee's accrued sick leave covers the un-insured portion of the employee's weekly pay.

Sick time will not be paid beyond the maximum 26-week disability benefit period.

I. Family and Medical Leave Act (FMLA)

The Development Authority of the North Country is subject to the provisions of the Family and Medical Leave Act (FMLA). The Family and Medical Leave Act provides for unpaid leave for employees under certain circumstances.

For an employee to be eligible for FMLA leave, they must have been employed by the Authority for at least 12 months, and have worked at least 1,250 hours within that 12-month period.

An eligible employee's FMLA leave is limited to 12 weeks of unpaid leave during a 12-month period, for one or more of the following reasons:

- the birth of the employee's son or daughter, and to care for the newborn;
- the placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
- to care for the employee's spouse, son, daughter, or parent with a serious health condition;
- because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.
- Military Family Leave Entitlements

Military Caregiver Leave – An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness may take up to a total of 26 weeks of unpaid leave during a single 12-month

period to care for the covered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Qualifying Exigency Leave – An eligible employee with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings.

Broader Definition of Spouse

Legally married, same-sex couples are ensured to have the same rights under federal law as legally married, opposite sex couples. An employee in a legal same-sex marriage will be entitled to use FMLA leave:

- to care for a same-sex spouse with a serious health condition;
- to care for a stepchild who is the child of a same-sex spouse;
- to care for a stepparent who is the same-sex spouse of the employee's parent;
- due to a qualifying exigency related to the same-sex spouse's covered military service; or
- to care for a covered service member who is a same-sex spouse.

An employee must provide the Authority with at least 30 days advance notice before FMLA leave is to begin. If 30 days' notice is not practical, because of circumstances such as a medical emergency, notice must be given as soon as possible. The Authority requires written notice, with details, prior to the FMLA leave as specified on the FMLA Form prior to the leave. For more information or to obtain a FMLA Form, contact the Human Resources Department.

An employee on FMLA leave does not continue to accrue benefits (retirement credit, vacation, personal and sick time) during the leave period. Health insurance in place at the time of the FMLA leave will remain in effect, although the employee

is responsible for making their required premium contributions.

Employees returning from FMLA leave may be restored to, but are not guaranteed, the same position. Returning employees must be restored to an "equivalent position with equivalent benefits, pay, and other terms and conditions of employment," per Section 104(a)(13) of the Family and Medical Leave Act. For more information, contact the Human Resources department.

J. Holidays

Holiday schedules are established on an annual basis and will be posted by Management. Depending on individual requirements, operating departments may have different schedules.

If a holiday falls on a Saturday or Sunday, the Authority holiday is observed on the workday closest to the actual holiday.

K. Personal Days

All regular employees are eligible for two (2) paid personal days per fiscal year. New employees hired after the start of the fiscal year will receive credit for personal days prorated for the time remaining in the fiscal year. These days may be taken at the convenience of the employee and the Authority for such occasions as religious observances, birthdays or personal business. Personal days may not be carried over to the next fiscal year.

L. Vacations

1. The Authority provides annual paid vacation to eligible employees for the purpose of rest, recreation, and change in environment. Vacations are administered and scheduled on a fiscal year basis to meet the requirements of the Authority and, whenever possible, the convenience of the employee.
2. Vacations are scheduled with consideration of other employees' requests. If a conflict in scheduling occurs, the employee with the longest continuous service with the Authority has first choice.
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 or more of service** – accrual rate 7.69 hours per pay period, equivalent to five (5) workweeks per year.
 - e. 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 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.
 - 6. Employees are not permitted to take paid vacation in excess of hours accrued.
 - 7. 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.
 - 8. Accrued vacation paid upon termination may not be used to extend length of service beyond the last day worked.

M. Excused Leave for Cancer Screenings

Pursuant to New York State Civil Service Law Section 159-b, effective March 18, 2018, all Authority employees are entitled to take up to a maximum of four (4) hours of paid leave per year for any type of cancer screening without deducting from any other leave time (i.e., sick, personal, or vacation).

N. Bereavement, Jury Duty, and Military Leave

Bereavement:

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. The same bereavement benefits outlined above are provided in a

comparable basis for employees in a committed domestic partner relationship or same-sex domestic partner relationships.

Jury Duty:

Any employee required to serve jury duty will receive an equivalent of his/her full pay for the days absent from work. It is the responsibility of the employee to provide proper documentation of services on the jury and copies will be placed in the confidential employee file.

Military:

Leaves of absence for military or Reserve duty are granted to regular and part time regular employees in accordance with applicable federal and state laws.

O. Personal Leave of Absence

1. A personal leave of absence without pay from active employment at the Authority may be granted, in the sole determination of the Executive Director, to regular employees who have completed their orientation period. Prior written approval must be obtained from the Executive Director, except in emergencies. Employees will submit a written request for a personal leave of absence to their immediate supervisor at least two (2) weeks in advance. All paid time off must be used before any time will be granted unpaid.
2. If a leave of absence extends for a period of less than eight (8) weeks, the employee will be returned to the same job at the same rate of pay. If the leave extends for more than eight (8) weeks, the employee will generally be eligible for the first suitable opening for which the employee is qualified.
3. The leave of absence will be an unpaid leave, except to the extent of any disability benefits to which the employee may be entitled to during the leave. During the leave period, the employee does not continue to accrue vacation and sick leave benefits, and retirement plan payments will not be made. The Authority will continue to make contributions on behalf of the employee for health and disability insurance that were made prior to the leave through 60 days of inactive status. The employee is responsible for paying the employee portion of the premium. After 60 days of inactive status, the inactive employee and their covered dependents may elect to continue their health, dental and vision coverage under COBRA.

4. Continuation of Benefits: Provided the employee is not on FMLA leave (Family Medical Leave Act), the portion of health, dental and vision (if applicable) premium paid by the Authority shall cease for any employee absent from active work for a period of 60 days or more. If the employee does not return to work, they will be responsible for the Employer portion of the health premiums paid on their behalf during the unpaid portion of their leave, in addition to premiums for employee voluntary benefits, if applicable.

P. Return to Work / Inability to Return to Work Procedure

The Authority strives to assist employees to return to work at the earliest possible date following an injury or illness when the Authority has work that the employee can perform safely given any medical restrictions. A return-to-work program has several benefits for both the Authority and our employees by minimizing time lost from work. For more information, call Human Resources.

SECTION 5 - TRAINING AND DEVELOPMENT

A. Training and Development Policies

1. The Authority provides an orientation session for new employees to acquaint them with the terms and benefits of their employment and to acquaint them with the role and responsibilities of the Authority. This session is part of the new employee orientation period.
2. Training and development policies are established to aid an employee in improving performance and productivity in their current position. The Authority supports training and development as a long-term strategy for improving organizational effectiveness.
3. It is the intent of the Authority that for a period of 24 months from the completion of a college course leading to a degree, or a training program leading to a professional license, for which tuition assistance is provided, the Authority may recover the cost of such training from the employee if the employee chooses to leave the Authority for other employment.

B. Tuition Reimbursement

1. Training and Development
 - a. The Authority will sponsor employees in external programs, non-college programs, workshops and seminars when the training provides a direct benefit to their job function and is required by the Authority.
 - b. All fees will be 100% paid for by the Authority, including related travel, consistent with Authority Travel and Miscellaneous Expense Policy.
 - c. Specific approval of the Executive Director is required prior to enrollment.
2. Continuing Education
 - a. The Authority will reimburse eligible employees tuition only for college credits, non-credits, and credential related individual courses or courses that have been approved by the Executive Director.
 - b. The course or program must be work related or be a required part of degree requirements, and must be offered by an accredited institution of learning.
 - c. The employee must pay for tuition and submit a request for reimbursement

at the end of each term.

- d. The employee will be reimbursed 100% of tuition only for achieving a passing grade of "C" or higher. No reimbursement will occur if the grade is "D" or lower.
 - e. The reimbursement of tuition only shall not exceed the established rates for the graduate and undergraduate levels of the State University of New York tuition schedule.
 - f. In special situations, at the discretion of the Executive Director, the Authority may pay for tuition, in advance, if the course is directly related to job performance and productivity.
 - g. Any employee receiving continuing education reimbursement shall enter into an agreement for a mandatory continued employment or payback schedule established as per the policy Continuing Education Assistance Program.
3. Only regular employees with one year or more years of service are eligible for tuition reimbursement, unless specifically authorized by the Executive Director.

SECTION 6 - EMPLOYEE TRAVEL AND MISCELLANEOUS EXPENSES

1. The Authority's Travel and Miscellaneous Expense Policy is contained in a separate document. The purpose of the policy is to provide for reimbursement of allowable travel expenses incurred when business is conducted away from the Authority official duty station; and for reimbursement of certain other expenses.
2. The policy applies to the Board of Directors and employees of the Authority.
3. Refer to the Travel and Miscellaneous Expense Policy for detailed guidance.

Revision Date: March 13, 2009

Revision Date: July 2, 2009; Resolution No. 2009-07-03

Revision Date: December 8, 2011; Resolution No. 2011-12-03

Revision Date: March 22, 2012, Resolution No. 2012-03-04

Revision Date: March 21, 2013; Resolution No. 2013-03-04

Revision Date: August 28, 2014; Resolution No. 2014-08-05

Revision Date: March 19, 2015; Resolution No. 2015-03-33

Revision Date: December 10, 2015, Resolution No. 2015-12-118

Revision Date: March 31, 2016, Resolution No. 2016-03-40

Revision Date: May 3, 2016, No Resolution Required (Section 3. B. 9. a. "requests" replaces "requires") Revision Date: March 23, 2017; Resolution No. 2017-03-25

Revision Date: February 22, 2018, Resolution No. 2018-02-02

Revision Date: March 28, 2018, Resolution No. 2018-03-32

Revision Date: December 20, 2018, Resolution No. 2018-12-123

Revision Date: March 28, 2019; Resolution No. 2019-03-32

Revision Date: May 16, 2019; Resolution No. 2019-05-49 (recalculation/financial payroll & human resources reporting)

Revision Date: March 26, 2020; Resolution No. 2020-03-27

Revision Date: August 27, 2020; Resolution No 2020-08-106 (update Organizational Chart)

Revision Date: March 25, 2021; Resolution No. 2021-03-56 (Update Appendix A-D)

Revision Date: March 24, 2022; Resolution No. 2022-02-24

**PERSONNEL POLICY
Acknowledgement Form**

This manual (Personnel Policy), dated March 24, 2022, is not a contract guaranteeing employment, and nothing in it, or any other policy or communication, changes the fact that employment with the Authority is at-will. At-will employment means you can leave the Development Authority at any time, and the Authority can terminate your employment at any time, for any reason.

By signing this acknowledgment form, you confirm understanding and acknowledge the contents in the Authority's Personnel Policy. You further understand that the Personnel Policy can be found on the Authority's website at www.danc.org. Furthermore, you acknowledge you can ask your direct supervisor, human resources or the Executive Director, at any time, about the contents within the Personnel Policy.

The undersigned acknowledges the above statement:

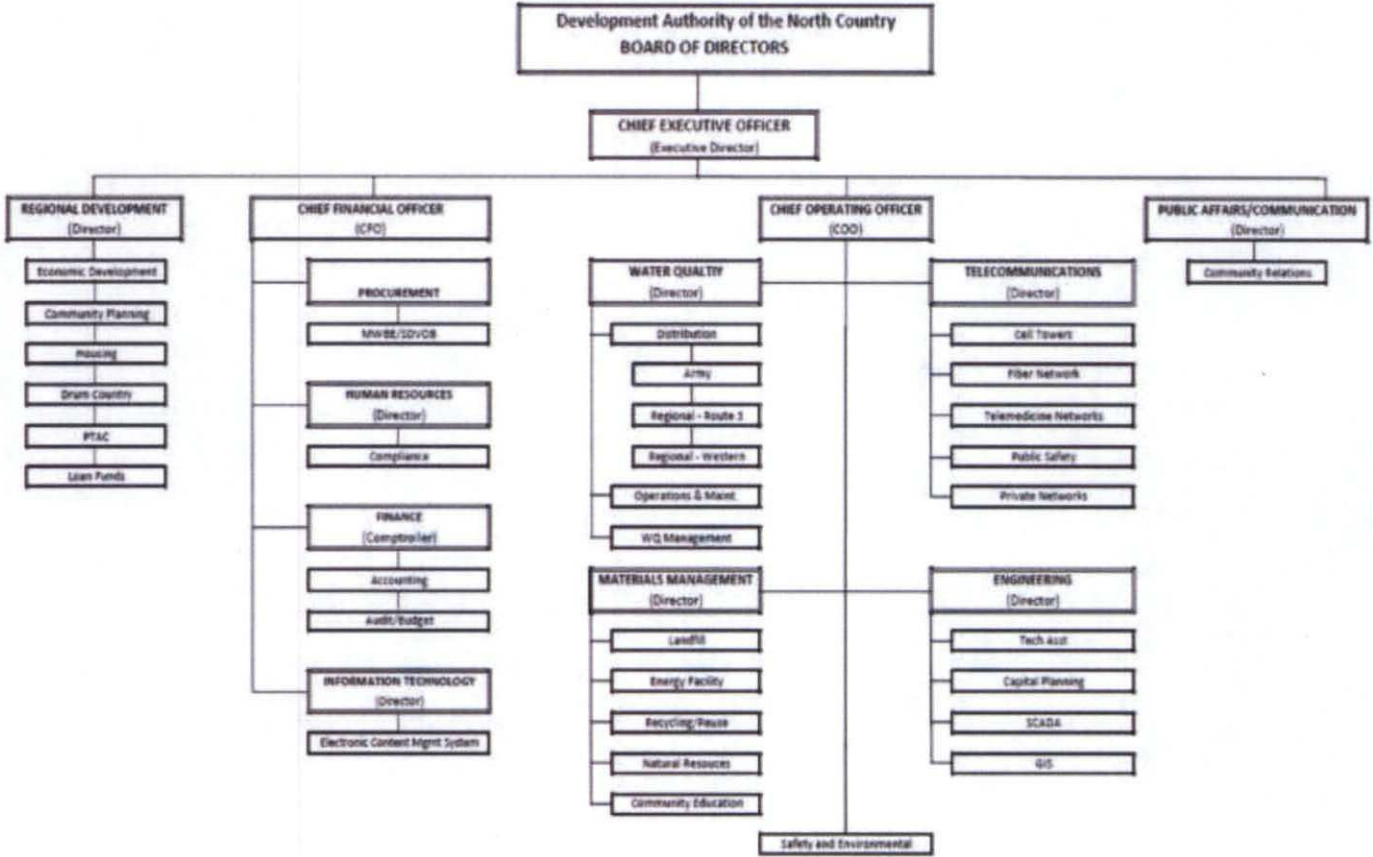
Employee Name

Date

Supervisor Name

Date

APPENDIX A – ORGANIZATION CHART





Board Resolution No. 2022-03-25
March 24, 2022

OFFICE SPACE LEASE
ST. LAWRENCE COUNTY
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Whereas, **Resolution No. 2019-05-48** authorized the Authority's Executive Director to enter into an agreement with the County of St. Lawrence to lease office space in county facilities, and

Whereas, the Authority's numerous municipal contractual agreements and projects throughout St. Lawrence and Franklin counties support the need for a physical presence in St. Lawrence County and such space has been beneficial to operations, and

Whereas, the Authority's St. Lawrence County workforce has outgrown its current space and needs private space which the county cannot accommodate in its available facilities, and

Whereas, St. Lawrence-Lewis BOCES has private office space that can accommodate the Authority's needs.

Now, therefore be it

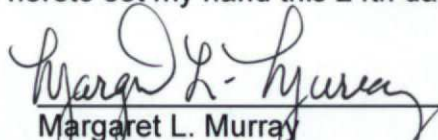
RESOLVED, the Development Authority of the North Country hereby authorizes the Authority's Executive Director to enter into an agreement with St. Lawrence-Lewis BOCES to lease office space suitable to the Authority's needs and said office will be housed in St. Lawrence-Lewis BOCES facilities located in Canton, New York.

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

- | | | | |
|-----------------------|-----------------------------|--------------------------|----------------------|
| Doheny - Yes | Henry - Present | MacKinnon - Yes | Murray - Yes |
| Hefferon - Yes | Hollenbeck - Present | McGrath - Present | Virkler - Yes |
| Hall - Yes | Hunt - Present | Mastascusa - 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. 2022-03-25 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-26
March 24, 2022

AUTHORIZING PROFESSIONAL SERVICES CONTRACTS

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, the Development Authority of the North Country maintains professional **service contracts with firms that provide specialized expertise, skills, and knowledge** to the Authority, and

Whereas, the professional services firms listed below have direct experiential knowledge of the specialized operations of the Authority, the needed expertise, and a proven record of performance, such that a continued relationship will be a benefit to the Authority, and

Whereas, the fees or rates charged by the professional services firms listed below are commensurate with those charged for such services in their respective professions in this locale, and

Whereas, the Development Authority of the North Country's Procurement Policy requires Board authorizations for professional services contracts on an annual basis,

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby authorize professional services contracts, as follows:

Legal Services

Hage and Hage LLC
Bond, Schoeneck & King
Victoria A. Ramundo
Germano & Cahill, PC
Wladis Law
Schwerzmann & Wise PC
Barclay Damon

Architectural & Engineering Services

Barton & Loguidice, PC

Financial Services

The Bank of New York
Comerica
RBC Dain Rauscher
Community Bank

Media Production Services

Fourth Coast Productions

Computer/Network/Telephone Services

SVA Consulting
Optimation Technology
VHB Engineering
Waypoint Technology Group
RTB/Continuum Systems
Scadatek
NexGen
Paradigm Software
Evo Studios
ProArch (Formerly IV4)
HACH
WEI
Verizon
Westelcom
Creg Systems
Colibri Solutions
Brite Computers (aka Upstate Wholesale Supply Inc)
Cisco WebEx

Security Services

Chimera Integrations
Day Automation
Alltech Integrations

Consulting Services

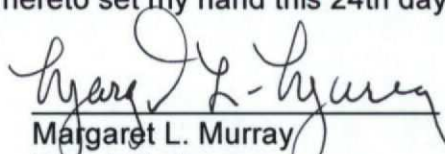
Converse Laboratories
CC Environmental & Planning
DataVal
Davey Resource Group
HROne

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

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-26 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-27
March 24, 2022

AUTHORIZING STANDARDIZED COMPUTER SOFTWARE PROGRAMS

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, the Development Authority of the North Country utilizes a variety of computer software programs to provide for efficient operations across multiple Authority Divisions. Such programs track and manage critical data to provide for continuity of operations across the multiple divisions of the Authority, and

Whereas, maintaining standardized software programs provides for economy of scale and is deemed cost effective by 1) assuring compatibility with existing technology and operations, (2) reducing downtime in the event of IT system failure, and 3) providing for common platform for training staff, and

Whereas, the computer software programs listed below provide for a common IT infrastructure across Authority Divisions. The software contains historical data, such that continued use and upgrades will be a benefit to the Authority, and

Whereas, General Municipal Law 103 requires board authorization for standardization of equipment, materials, supplies or services.

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the standardization of computer software programs, as follows:

DESCRIPTION

Accounting Software
Purchase Requisition Software
Office Suite Applications
Network Security Software
Antivirus Software
SCADA Alarm Software
SCADA Software/RTU

SOFTWARE PROGRAM

Microsoft Dynamics SL
eRequester (Paperless Business Systems)
Microsoft Office, Adobe Professional
OpenDNS, Barracuda WAFaaS
Webroot
Specter Instruments: WIN-911
GE Intelligent Platforms: IFIX and Historian
SyTech: XLRporter
Emerson Process Mgmt/Bristol: OpenBSI Suite

GIS Software
MMF Scale & Billing Software
MMF Fuel System
Water & Sewer Data Collection Software
Pipeline Inspection Software
Fiber Management Software
Fiber Assignment Software
GPS Compaction Software
Asset Management Software
Electronic Content Management System
Loan Portfolio Management Software
IT Management and Imaging Software
Network Alarm Software
3-D Draw & Design Software
E-mail Phishing Software
Two-Factor Authentication Software
HR Software
Secure File Sharing Software
Network Web Filter Software
Backup & Disaster Recovery
Remote Access Software
E-mail Spam Filter Software
Video Conferencing Software
VPN
Amortization Software
Server Monitoring Software
Email Filtering Software
Internet and Intranet Web Host
Radiation Detection Software
Password Management Software
Network Access Control
Cloud Server

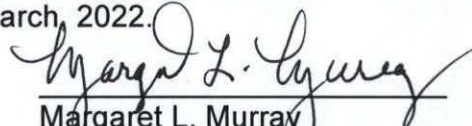
ESRI
CompuWeigh (Paradigm Software)
FuelMaster
WIMS/ACO (HACH)
PipeLogix, Pro Pipe
NetDesigner/Enghouse
FileMaker
Geologic Orion
NexGen Utility Management
OnBase (Hyland)
PIDC
Desktop Central
PRTG Network Monitoring
AutoCad
KnowBe4
Duo, Microsoft Azure
Bamboo HR
ShareBase
Barracuda
Barracuda
Team Viewer
Titan HQ
Zoom, Cisco WebEx
Cisco Anyconnect
Time Value
Uptime Robot
ORF Fusion
EVOGOV
RadComm Controller
Keeper
Forescout
Microsoft Azure

Motion by: E. Virkler
Seconded by: D. Mastascusa

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-27 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-28
March 24, 2022

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE IN
RELATION TO THE MATERIALS MANAGEMENT DIVISION**

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, Development Authority of the North Country's Materials Management Division utilizes sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the Materials Management Division has shown the equipment to be performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of certain classes or items of Materials Management Division equipment based upon the following reasons: (1) to assure the best compatibility with the existing technology and operation, and (2) to realize economic benefits through the ability to provide for consistent trouble shooting, the ease of maintaining back-up inventory, and the ease of providing common training for staff, and

Whereas, General Municipal Law 103 requires board authorization for standardization of equipment, materials, supplies or services and

Now, therefore, be it

RESOLVED, that the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of equipment for use in the Materials Management Division as necessary for construction or operational activities will obtain economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. 2022-03-28

Schedule A

MATERIALS MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

CLASSIFICATION	MANUFACTURER/MODEL
Remote Terminal Units (RTU)	Emerson Process Management/Bristol
Spread Spectrum RTU Radios	GE-MDS, LLC
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
GPS Locating Equipment	Trimble
Compaction GPS Hardware	Geologic Orion
Variable Frequency Drives	ABB
Full Flow Pipe Flow Meters	Endress-Hauser, Inc.
Open Channel Flow Meters	ISCO, Inc.
Landfill Compactor	Caterpillar (836)
Articulated Hauler (Ejector)	Caterpillar (740)
LFG Wellheads	QED Environmental Systems
LFG Well Pumps	QED Environmental Systems
HDPE Fusion Equipment	McElroy Manufacturing

Motion by: M. Hall

Seconded by: D. Mastascusa

Doheny - **Yes**

Hefferon - **Yes**

Hall - **Yes**

Henry - **Present**

Hollenbeck - **Present**

Hunt - **Present**

MacKinnon - **Yes**

McGrath - **Present**

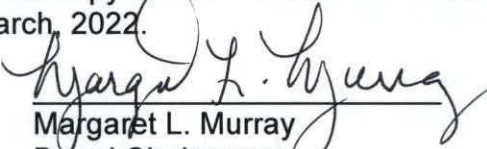
Mastascusa - **Yes**

Murray - **Yes**

Virkler - **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. 2022-03-28 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-29
March 24, 2022

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE IN RELATION
TO THE OPEN ACCESS TELECOMMUNICATIONS NETWORK**

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, the construction of the Open Access Telecommunications Network (OATN) by the Development Authority of the North Country involved the use of sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the OATN has shown the equipment to be performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of telecommunications equipment for use in the OATN based upon the following reasons: 1) to assure compatibility with our existing network technology and operation; in addition to being able to transmit data across the network, all network elements must also have the capability to exchange signaling and alarm information, interoperate with similar protocols and features, create data transfer sessions, have a common network management platform, require remote access for diagnostic information, and must be able to interoperate with adjacent nodes, and 2) provide consistent troubleshooting for more rapid repair of customer troubles and 3) to enable replacement of like parts in the event of an equipment failure, and 4) to enable a more efficient upgrade of our network, and 5) to reduce the cost of having multiple vendor maintenance fees, and 6) for providing the most cost-effective means of maintaining spare inventory, and 7) for providing common training for staff and

Whereas, General Municipal Law 103 requires board authorization for standardization of equipment, materials, supplies or services.

Now, therefore, be it

RESOLVED, that the Board of the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of information technology and telecommunications equipment for use in the OATN as necessary for construction or operational activities will obtain economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. 2022-03-29

Schedule A

OPEN ACCESS TELECOMMUNICATIONS NETWORK
EQUIPMENT STANDARDIZATION

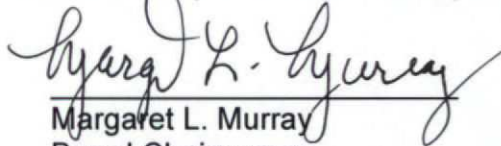
CLASSIFICATION	MANUFACTURER/MODEL
Transport/Data/Media Conversion	Cisco Systems Ciena Adtran Advantage Optics Precision Optics
Monitoring	DPS Telecom Orion/SolarWinds
Electrical/Optical Cross Connect	ADC (TE Connectivity) FIS Multilink Fiberone
Power	Vertiv
Superstructure	Moreng Telecom
DWDM	Infinera Ekinops
GPS Locating Equipment	Trimble
Fiber Panels	Clearfield FDP (CO) FiberOne (Customer Site) Multilink
Splice Case	Comscope Multilink

Motion by: D. Mastascusa
Seconded by: M. Hall

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-29 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



**Board Resolution No. 2022-03-30
March 24, 2022**

**STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE
IN RELATION TO THE WATER QUALITY MANAGEMENT DIVISION**

Whereas, General Municipal Law Section 103 states that for reasons of efficiency or economy there is need for standardization for a particular type or kind of equipment, material, supplies or services, and

Whereas, Development Authority of the North Country's Water Quality Management Division utilizes sophisticated equipment purchased and installed in accordance with the engineered design and construction specifications, and

Whereas, the experience to date with the operation of the Water Quality Management Division has shown the equipment to be performing in accordance with all expectations and intentions, and

Whereas, staff recommends that the Authority standardize on specific manufacturers for the purchase of certain classes or items of water/wastewater equipment based upon the following reasons: (1) to assure the best compatibility with the existing technology and operation, and (2) to realize economic benefits through the ability to provide for consistent troubleshooting, the ease of maintaining back-up inventory, and the ease of providing common training for staff, and

Whereas, General Municipal Law 103 requires board authorization for standardization of equipment, materials, supplies or services and

Now, therefore, be it

RESOLVED that the Development Authority of the North Country hereby finds that standardization for purchases of certain classes of equipment for use in the Water Quality Management Division as necessary for construction or operational activities will obtain economic and efficiency benefits, and is therefore in the best interests of the Authority, and further be it

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. 2022-03-30

Schedule A

WATER QUALITY MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

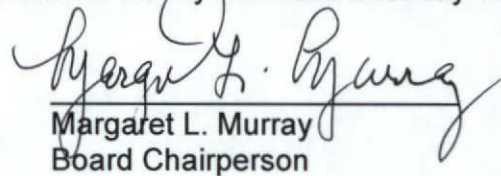
CLASSIFICATION	MANUFACTURER/MODEL
Air Relief Valves	A. R. I. Flow Control Accessories
Chemical Feed Pumps (diaphragm)	Liquid Metronics Incorporated (LMI)
Chemical Feed Pumps (peristaltic)	Blue-White Industries, Ltd.
Chlorine/Turbidity Analyzers	HACH Company
Grinder Pumps	Environmental One Corp. (E-ONE)
Full Flow Pipe Flow Meters	Endress-Hauser Inc.
Open Channel Flow Meters	ISCO, Inc.
pH Analyzers	HACH Company
Pressure Transmitters	Invensys Foxboro
Remote Terminal Units (RTU)	Emerson Process Management/Bristol
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
Variable Frequency Drives	ABB
Spread Spectrum RTU Radios	GE-MDS, LLC
Regional Water Line Compound Flow Meters	Master Meter, Inc.
Regional Water Line Control Valves	Ross Valve Manufacturing Company, Inc.
GPS Locating Equipment	Trimble
Open Channel Flow Meters	HACH Company

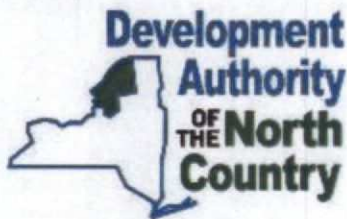
Motion by: D. Mastascusa
Seconded by: M. Hall

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-30 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



**Board Resolution No. 2022-03-31
March 24, 2022**

**TECHNICAL SERVICES AGREEMENT
TOWN OF TUPPER LAKE
GIS SERVICES FOR REGIONAL GIS DATA DEVELOPMENT PROJECT**

Whereas, the Town of Tupper Lake has requested Geographic Information Systems (GIS) technical services from the Authority for the Regional GIS Data Development project funded by the Department of State Local Government Efficiency grant program, which will develop data for highway and public works assets, and

Whereas, the Town of Tupper Lake is the lead agency for this Regional GIS Data Development project which includes 25 municipal partners in St. Lawrence and Franklin Counties, the majority of which are existing GIS Hosting customers, and

Whereas, the services requested will be provided for a not to exceed amount of \$384,500 over the three year project.

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Authority and the Town of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

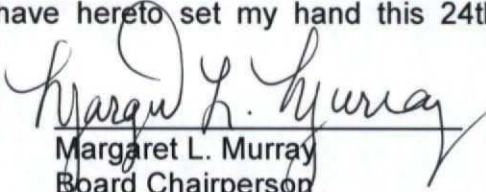
Motion by: D. Mastascusa

Seconded by: E. Virkler

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-31 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson

Resolution #47/2021
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
GIS TECHNICAL SERVICES AGREEMENT
WITH TOWN OF TUPPER LAKE

This Agreement entered into this 30th day of December, 2021, by and between:

TOWN OF TUPPER LAKE, a New York municipal corporation with offices at 120 Demars Boulevard, Tupper Lake, NY 12986, hereinafter referred to as "Town",

and

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

Recitals

1. In June 2018, the Town joined the Authority's regional shared services Geographic Information System (GIS) platform to manage its water and sewer infrastructure data. The Town and other municipalities that are utilizing the shared services platform are desirous of developing additional GIS datasets that are useful for asset management, budgeting, and planning purposes, such as municipal-owned bridges and culverts, road signs, Town road centerline striping, sidewalks and curbs, and cemeteries.
2. The Town has since applied for and has been awarded grant funding from the New York State Department of State Local Government Efficiency grant program (LGE) to develop GIS datasets for the Town and its partners.
3. The Town's grant partners have each approved resolutions committing to the project and the 10% match requirement.
4. The Town is desirous of receiving technical assistance with matters related to GIS database development and has an existing agreement with the Authority for GIS hosting services.
5. The Town, acting as lead agency for its Partners, has selected the Authority to provide these services at a meeting held on December 30, 2021. **A Resolution from the Town'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 Town's receipt of an official grant award from the LGE program.

Agreement

The Authority will develop GIS databases comprising Highway, Public Works, Water, and Wastewater infrastructure for the Town and Partners. The scope of services is outlined below.

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 1 GIS Dataset

Dataset Name	Data Type	Comments
Bridges	Point	Bridge location. Details include coordinates, material, measurements, and date installed.
Culverts	Point	Culvert location. Details include coordinates, material, measurements, and date installed.
Road Signs	Point	Road sign location. Details include coordinates, type, and date installed.
Sidewalks	Line	Sidewalk location. Details include condition, material, width, street name.
Curbs	Line	Curb location. Details include condition, material, width, street name.
Cemetery Plot	Point	Cemetery plot location. Details include headstone information, name and dates
Cemetery Lot	Polygon	Cemetery lot location. Outline of cemetery lots.
Cemetery Section	Polygon	Cemetery section location. Outline of cemetery sections.
County Road Centerline Striping	Line	Line file showing the centerline details on County roads. Details include single and double solid line and passing area dotted line
Sanitary Sewer Grinder Pumps	Point	Point locations corresponding to areas where a grinder pump assembly is installed
Sanitary Sewer Pump Stations	Point	Point corresponding to sanitary sewer pump station.
Sewer Cleanouts	Point	Points that correspond to cleanouts which are perpendicular stubs that come off laterals above grade to allow access for cleaning instruments
Water Booster Pump Stations	Point	Points corresponding to water pump station.
District Boundaries	Polygon	Physical boundary of community's water/sanitary sewer district
Wastewater Lines	Line	Sanitary Sewer/Storm water line, either gravity or force main
Sanitary/Storm Sewer Lines	Line	Sewer lines & laterals, conveying wastewater from customer's edifice to WWTP. Only extent of community-owned lines.
Wastewater Manholes	Point	Point location of manhole opening to gravity sanitary/storm sewer line
Sanitary Sewer/Water Meters	Point	Points at which water or wastewater is metered
Water Curbstops	Point	Points at which customer water service can be cutoff
Hydrants	Point	Points corresponding to water hydrants
Water Lines/Laterals	Line	Water lines & laterals distributing water from treatment plants to customers. Only extent of community-owned lines
Water Valves	Point	Locations where water mains are isolated
Treatment Plant	Polygon	Water Treatment Plants and Wastewater Treatment Plants
Water Source	Point	Points at well sites, intake pipes, and other water sources

2. **Data Development:** The Authority will populate the GIS data model through field location utilizing GIS and GPS equipment, and conversion of the Partners' existing infrastructure

records, including maps and engineering drawings. The records will be digitized at a resolution of 400 dots per square inch (DPI) and the Authority will georectify the digital records to the New York State Plane East 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. Field locating will involve travel to the work area and locating the infrastructure features with high-accuracy GPS so that features are within 3 feet of their actual field-located position. The field work will be completed in each community over the three year project timeline, starting with the partners that require water and wastewater mapping, and continuing data development for bridges, culverts, road signs, road centerline striping, sidewalks, curbs, and cemeteries. The GIS datasets will be reviewed by the partner municipalities for accuracy and approval before they are finalized in the GIS database.

3. Web-based Interface, Hosting & Training – The Authority will upload the datasets as they are completed for each partner to its Internet Mapping Application (IMA), a web-based GIS developed from ESRI’s ArcServer and JavaScript architecture. The Partners each have their own separate portal to access their GIS data and/or public portals for data that the municipalities make publically available. The Partners will continue with their existing GIS hosting agreements with the Authority and pay for GIS hosting services as outlined in their agreements. The Authority provides training sessions for the IMA every year and makes those trainings available to all customers and the public.
4. Grant Administration Services – The Authority will provide grant administration services for the Town’s LGe grant for GIS data development, including preparation of periodic reports, disbursement requests, MWBE reports, and final grant paperwork.
5. The Town 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 \$384,500.00. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Town within 30 days of receipt of each invoice. Rates will be reviewed and may be adjusted on an annual basis consistent with the Authority’s fiscal year (April 1st of the present year to March 31st of the following year) to account for cost of living adjustments. Mileage to the worksite will be reimbursed at the current Federal Mileage Rate.

Table 2 Authority Staff Charge-out Rates Fiscal Year Ending 2022

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$132	NA
GIS Supervisor	\$85	NA
Controls Engineer	\$85	NA
Project Engineer	\$85	NA
GIS Specialist	\$55	NA

6. The Town 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.
7. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
8. The Town shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
9. The Town will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement. The Authority will at all times indemnify and save harmless the Town against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from this Agreement.
10. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.
11. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Town. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
12. 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 Town shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Town arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
13. The Authority is an independent contractor with the Town and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.

14. No waiver by Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
15. 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.
16. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
17. 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.
18. The scheduled project completion date is December 31, 2024.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

TOWN OF TUPPER LAKE

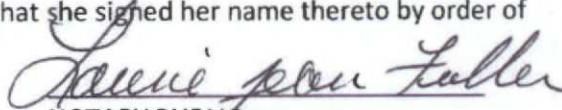
By: _____
Carl E. Farone, Jr.
Executive Director

By: 
Patricia Littlefield
Supervisor

ACKNOWLEDGEMENTS

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

On this ^{sch} 30 day of January, 2024 before me personally came Patricia Littlefield, who being duly sworn, did dispose and says that she resides in Tupper Lake, New York; that she is authorized to sign this Agreement on behalf of the Town described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said Town.


NOTARY PUBLIC
Laurie Jean Fuller
Notary Public, State of New York
No. 01FU6146853
Qualified in Franklin County
Commission Expires June 26, 2022

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

On this ____ day of _____, 20_, before me personally came Carl E. Farone, Jr., 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.

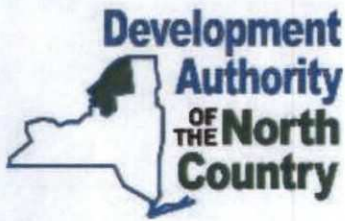
NOTARY PUBLIC

Date: December 30, 2021

Motion: Councilwoman Fontana

Seconded: Councilman Dechene

Action: Carried 5/0 Littlefield, Quinn, Dechene, Fontana, Luton



Board Resolution No. 2022-03-32
March 24, 2022

**FY 2022 ARMY SEWER LINE OPERATING BUDGET
AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Army Sewer Line for FY 2022 pursuant to **Resolution No. 2021-02-44**, and

Whereas, the budget authorized expenditures of \$1,234,029 for the purchase of approximately 676,035 Kgallons of sewer treatment and \$54,980 for utilities, and

Whereas, it is estimated that the additional sewer needs of Army Sewer Line customers will increase the budget for Sewer Purchases to a total cost of \$1,419,711 for 737,324 Kgallons. The additional cost of sewer will be offset by increased customer revenue, which will be adjusted through a fiscal year end settlement process with Fort Drum, and

Whereas, due to increases in fuel prices utility costs for the Army Sewer Line are projected to exceed the initial budget by \$10,000.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Army Sewer Line to increase the budget for Sewer Purchases from \$1,234,029 to \$1,419,711, and be it further

RESOLVED, that the Development Authority of the North Country does herewith amend the Operating Budget of the Army Sewer Line to increase the budget for Utilities from \$54,980 to \$64,980, and be it further

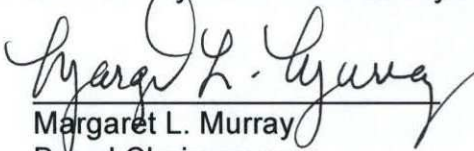
RESOLVED, that Development Authority of the North Country does herewith amend the Operating Budget of the Army Sewer Line to increase Customer Billings from \$2,779,184 to \$2,974,866.

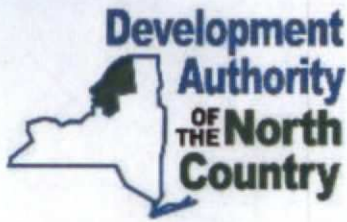
Motion by: M. Hall
Seconded by: A. MacKinnon

Doheny - Yes	Henry - Present	MacKinnon – Yes	Murray - Yes
Hefferon – Yes	Hollenbeck – Present	McGrath – Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-32 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2022-03-33
March 24, 2022

COMMUNITY DEVELOPMENT LOAN FUND
LEWIS COUNTY DEVELOPMENT CORPORATION
LOAN MODIFICATION

Whereas, **Resolution No. 2018-05-66** ratified a loan to Lewis County Development Corporation in the amount of \$750,000 from the Community Development Loan Fund, and

Whereas, **Resolution No. 2019-12-123** extended the loan term to March 1, 2021, and

Whereas, **Resolution No. 2021-01-22** extended the loan term to March 1, 2022, and

Whereas, the funds were provided to bridge grant funds to complete phase four of the redevelopment project at the former Lyons Falls Pulp and Paper Mill site, and

Whereas, work at the project site is substantially completed, and

Whereas, the grant funds are disbursed on a reimbursement basis, and

Whereas, the current principal balance is \$35,643.04, and

Whereas, the borrower has requested an extension to repay the loan until October 1, 2022, and

Whereas, the borrower paid accrued interest through March 30, 2022, and

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

Whereas, the Engineering Division is overseeing the project management on behalf of the Village of Lyons Falls.

Now, therefore be it

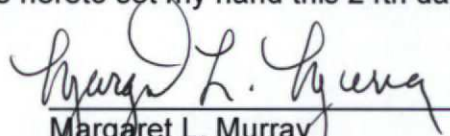
RESOLVED, the Development Authority of the North Country does hereby approve the loan modification for Lewis County Development Corporation for an additional seven months beginning March 1, 2022 and ending October 1, 2022 and authorizes the Director of Regional Development to execute all necessary documentation.

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

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-33 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Lewis County Development Corporation

Loan Fund: Community Development Loan Fund

Amount: \$750,000 (paid down to \$35,643.04 as of 2/24/2022)

Loan Term: Original-Revolving line-of-credit; 12 months or upon receipt of final disbursement of funds, whichever occurs first;
revised due 10/1/2022

Loan Rate: 1.5%

Loan Payment: Original-Interest-only due upon receipt of the final payment.
All accrued interest and principal due and payable October 1, 2022

Collateral: Assignment of grant proceeds

**Lewis County
Development Corporation**

PO Box 106, Lowville, NY 13367

February 24, 2022

Michelle Capone
Development Authority of the North Country
317 Washington Street
Watertown, NY 13601

Dear Michelle

The Lewis County Development Corporation would request DANC extend the term of our existing \$750,000 short term loan for the Lyons Falls mill project.

We have completed the project and are currently waiting for reimbursement from a SAM grant, which has been delayed by COVID-19 restrictions at the State level. When these funds have been received the LCDC will immediately make final payment on the loan.

I would request the term for the loan be extended 6 months, with the balance due 9/30/2022 to allow for the long delays in the grant reimbursement process. If you need any other information for this request, please let me know.

Sincerely,



Brittany Davis
Executive Director



Board Resolution No. 2022-03-34
March 24, 2022

COMMUNITY RENTAL HOUSING PROGRAM
S&J PROPERTIES OF WATERTOWN LLC
LOAN MODIFICATION

Whereas, **Resolution No. 2022-02-17** approved a loan of up to \$400,000 to S&J Properties of Watertown LLC ("Borrower") in construction and permanent financing to assist with improvements associated with the construction of 10 market rate rental housing units in downtown Watertown, and

Whereas, **Resolution No. 2016-03-46** approved a loan/grant of up to \$500,000 (\$250,000 loan/\$250,000 grant) from the North Country Redevelopment Fund to renovate commercial space at 138-140 Court Street, Watertown, and

Whereas, **Resolution No. 2018-10-115** approved subordinating the \$250,000 mortgage to \$130,000 in new debt from Watertown Savings Bank as part of the construction financing to bridge a RESTORE NY Grant and for improvements to 150 Court Street, and

Whereas, after approval of the loan, it was determined that through miscommunication that an additional \$100,000 was required to complete the project, and

Whereas, Watertown Savings Bank, Watertown Local Development Corporation, and the Authority are partnering to fill the funding gap to move the project to completion, and

Whereas, all Lenders and the Borrower have agreed to equally split the additional amount needed to complete the project, and

Whereas, the Authority will be the lead lender for a loan of up to \$800,000 with \$425,000 from the Authority's Community Rental Housing Program and \$375,000 from the Watertown Local Development Corporation formalized by a Participation Agreement between the Lenders, and

Whereas, upon project completion the Authority will enter into an Intercreditor Agreement with the Watertown Local Development Corporation to share in a co-proportional second mortgage position on debt behind Watertown Savings Bank, and

Whereas, the buildings are an integral part of downtown Watertown and will bring 10 new, much needed, market rate apartments to downtown.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby approve a loan of up to \$800,000 to S&J Properties of Watertown, LLC with \$425,000 from the Community Rental Housing Program and \$375,000 from the Watertown Local Development Corporation subject to the terms and conditions in the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary, and be it further

RESOLVED, that the Development Authority of the North Country does hereby subordinate its existing debt to an additional \$525,000 in debt by Watertown Savings Bank for construction financing, and be it further

RESOLVED, that this is a Type II Unlisted Action taken under the State Environmental Quality Review (SEQRA).

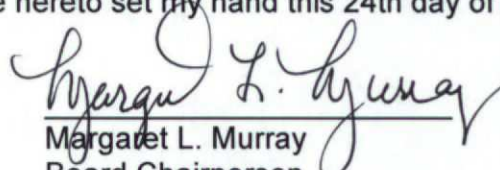
Motion by: M. Hall

Seconded by: D. Mastascusa

Doheny - Yes	Henry - Present	MacKinnon – Yes	Murray - Yes
Hefferon – Yes	Hollenbeck – Present	McGrath – Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-34 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson

TERM SHEET

BORROWER:	S&J Properties of Watertown LLC
AMOUNT:	Up to \$800,000.00 (\$425,000 from Community Rental Housing Program and \$375,000 from Watertown Local Development Corporation; DANC lead lender)
FUND:	Community Rental Housing Program
PURPOSE:	10 new market rate housing units
RATE:	3.25%
TERM:	20 years
PAYMENTS:	12 months interest only during construction; monthly principal and interest payments at conversion to permanent financing
COLLATERAL:	<p>Co-proportional second mortgage position and assignment of leases and rents with Watertown Local Development Corporation behind Watertown Savings Bank debt of \$2,147,120 during construction and \$1,647,120 at permanent financing on property located at 138 Court Street, 150 Court Street, 152-154 Court Street, and 170 Court Street, Watertown, NY 13601</p> <p>Co-proportional second lien position with Watertown Local Development Corporation behind Watertown Savings Bank on all other assets of S&J Properties of Watertown LLC</p>
CONDITIONS:	<ul style="list-style-type: none">• Affidavit from Borrower affirming minimum \$68,500 owner cash contribution and \$531,868 RESTORE NY contribution• Watertown Savings Bank funding of additional \$525,000 in construction financing• Watertown Local Development Corporation funding of \$375,000• Personal guarantees of Stephen J. Bradley and Joyce M. Bradley, Abbey Carpet of Watertown Inc.• Loan disbursed as construction loan proportionately with other lenders• DANC will inspect work prior to disbursing funds• All permits and approvals, including SHPO

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

BORROWER: S&J Properties of Watertown, LLC

BUSINESS ADDRESS: 150 Court Street, Watertown, NY 13601

PROPERTIES: 138-140 Court Street, Watertown, NY 13601
150 Court Street, Watertown, NY 13601
152 Court Street, Watertown, NY 13601
170 Court Street, Watertown, NY 13601

OWNERSHIP: Stephen J. Bradley – 50%
Joyce M. Bradley – 50%

DANC AMOUNT REQUESTED: \$425,000, 20 years, 3.25%

CONSTRUCTION LOAN: up to \$800,000, 20 years, 3.25%; Watertown Local Development Corporation participating with \$375,000. DANC will be lead lender.

PAYMENTS: construction period 12 months interest only; permanent loan principal and interest to amortize over 240 months.

PRIMARY COLLATERAL: Co-proportional mortgage behind Watertown Savings Bank construction financing of up to \$2,147,120; Assignment of Rents and Leases
Co-proportional second mortgage behind Watertown Savings Bank permanent financing of up to \$1,647,000; Assignment of Rents and Leases

GUARANTORS: Stephen J. Bradley and Joyce M. Bradley; Abbey Carpet of Watertown, Inc.

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

SOURCES:		USES:	
Construction Financing-Final Phase Only			
DANC-CRHP	425,000	170 Court Street	
WLDC	375,000	Renovations	\$682,500
Watertown Savings Bank	525,000	Appliances	\$ 8,000
RESTORE NY	531,868	152-154 Court Street	
Owner Cash	68,500	Renovations	\$630,000
		Appliances	\$ 8,000
		Soft Costs/Cont.	\$ 65,000
		Complete to Date	<u>\$531,868</u>
Total Sources	<u>\$1,925,368</u>	Total Uses	\$1,925,368

S&J Properties of Watertown LLC

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

RESTORE NY-Total grant \$990,000; credited balance already expended on previous phases of project. WSB waiting for draws to pay down its construction loan.

The Owner Cash has been spent to pay for carrying costs associated with the bank loans.

Permanent Financing:

WSB-up to \$1,647,000, 5% over 20 years

DANC-Existing \$250,000 loan at 1% over remaining term; \$425,000 at 3.25% over 20 years

WLDC-Existing/New \$547,715 at 3.25% over 20 years.

****When we convert to permanent financing, the Bank will consolidate and spread its loans over the 4 buildings. The WLDC and DANC will enter into an Intercreditor Agreement to share in a co-proportional second mortgage position on the buildings. This will include the existing \$250,000 loan that the Authority has which will have its mortgage spread across the other three buildings as well.

An advantage of having the Authority be the lead lender is that there is no mortgage recording tax therefore it reduces the costs to the project.

Consolidating these debts also saves the borrower almost \$23,785 annually in cash between principal and interest.

PROJECT OVERVIEW:

The Authority previously approved a North Country Redevelopment Loan Fund grant/loan of \$500,000 (\$250,000 grant/\$250,000 loan) to S&J Properties for renovations at 138 Court Street. As a reminder, the Redevelopment Fund is ESD funding. The project renovated commercial space on the first floor of the former Berowe and Monroe building located on Court Street, Watertown. This project was completed and the loan closed on 11/14/2016. The current balance on the loan is \$206,002.22. The loan is current. The Authority has a second mortgage on the building behind a Watertown Savings Bank mortgage of \$130,000.

Since the time of our project approval, S&J Properties has purchased two other buildings. The company purchased 152-154 Court Street and 170 Court Street. Mr. Bradley already owned 150 Court Street which is home to his business, Abbey Carpet, and 10 market-rate apartments. Mr. Bradley applied for funding through the City of Watertown to the RESTORE NY program to substantially renovate 152-154 Court Street and 170 Court Street. The City was awarded \$990,000 in RESTORE NY funding for this project. Watertown Savings Bank is providing construction financing for the project.

Motion-
Second-

Community Rental Housing Fund
March 15, 2022



Front L to R: 170 Court Street, 152-154 Court Street, 150 Court Street, 138 Court Street.

Mr. Bradley began work on this project in 2018. His quotes for this new project were pre-COVID and everything has increased substantially. In addition, he had issues with his initial contractor and architect/engineering firm with poor quality work. An exterior stairwell was not completed to code, the architect/engineering firm signed off on it and the contractor was paid, however due to the code deficiencies, it had to be rebuilt. Mr. Bradley is suing the contractor for approximately \$500,000. Watertown Savings Bank would look to collect on any payment received through this transaction, if legally possible. The action is still pending in court.

All in all, the budget for the project was grossly underestimated by the initial contractor. COVID occurred which significantly increased costs. It has taken Mr. Bradley until November 2021 to identify and secure the right contractor to complete the work. Remember, we were in a lockdown for almost 6-8 months in 2020 which effectively put a stop to work on the site. Finally, the state will not reimburse the City for the RESTORE NY grant until the project is completed as it was identified in the application. The City is to release approximately \$146,000 of funds to Mr. Bradley. This in turn would go to Watertown Savings Bank to pay down their construction loan. The budget to complete the final phase of the project is \$1.35 million.

To summarize the grant activity, Mr. Bradley has expended \$531,868 toward the grant and received \$458,132 for work completed on 138, 152-154, and 170 Court Street. He currently has a draw pending with the City for \$146,026.54. The City is holding it until commitment of funding to complete the final phase of the project. Once those funds are released, they will go to pay down the bank construction loan. The balance remaining to be paid from the grant is \$385,788.

The first phase of the project saw environmental reports and architectural work completed by the architect/engineering firm, structural/façade work at 138 Court Street, demolition of the interior at 170 Court Street, window, foundation, and sprinkler work at 170 Court Street, and grading/paving of the parking areas. It also included the completion and rebuild of the exterior second stairway for codes which accounted for almost \$310,000 in funding.

The final phase will result in the construction of 10 market rate, 1 bedroom units. Five units are proposed at 170 Court Street and 5 units are proposed at 152 Court Street. A new contractor has been identified that does extremely good work and provided the quotes to finish the work. The Development Authority will oversee the draws associated with the work completed prior to payment.

These buildings are integral to Watertown's downtown. The City will be using DRI funds to redesign Court Street and the completion of these buildings will play a large part in the cosmetic appeal of that area of downtown. In addition, the project will bring 10 additional units of market S&J Properties of Watertown LLC

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

rate housing to downtown. Market rate housing is much needed as most of the housing in the downtown area is low income. The units will be right across the street from the proposed new YMCA. Finally, the Authority will be working with Watertown Savings Bank and Watertown Local Development Corporation to see the successful completion of these projects.

MANAGEMENT:

Stephen Bradley – Owns and operates Abbey Carpet franchise with his wife Joyce for over 25 years.

FINANCIAL ANALYSIS:

Income Statement

FYE December 31	Actual	Actual	Actual	Projected	Projected
	2019	2020	2021	Year One	Year Two*
Revenues	\$233,837	\$184,065	\$264,394	\$379,728	\$379,728
Gross Profit	\$233,837	\$184,065	\$264,394	\$379,728	\$379,728
Total Expenses	\$231,560	\$243,128	\$158,879	\$102,526	\$105,602
Other Income/(Expenses)	\$0	\$0	\$0	\$0	\$0
Net Income (Loss)	\$2,277	(\$59,063)	\$105,515	\$277,202	\$274,126
Available Cash					
Add: Interest	\$102,089	\$96,039	\$94,968	\$0	\$0
Add: Depreciation/Amort	\$59,742	\$60,961	\$0	\$0	\$0
Cash Available for Debt	\$164,108	\$97,937	\$200,483	\$277,202	\$274,126
Permanent:					
WSB Perm \$10,869/mo	\$130,434	\$130,434	\$130,434	\$130,434	\$130,434
DANC/WLDCPerm \$4,538	\$54,451	\$54,451	\$54,451	\$54,451	\$54,451
DANC Existing \$1190.21/mo	\$14,283	\$14,283	\$14,283	\$14,283	\$14,283
WLDC Existing #1 \$1588/mo	\$19,056	\$19,056	\$19,056	\$19,056	\$19,056
WLDC Existing #2 \$696/mo	\$8,352	\$8,352	\$8,352	\$8,352	\$8,352
Total Debt	\$226,576	\$226,576	\$226,576	\$226,576	\$226,576
DSC Ratio	.72	.43	.88	1.22	1.21

Ratio Analysis

Sales Growth	---	(21%)	44%	44%	---
Gross Profit	---	---	---	---	---
Operating Exp.	.99	1.32	.60	.27	.28
EBT	.01	(.32)	.40	.73	.72

- Tax returns were provided for FYE 2019 and 2020. Tax returns match year-end financial statements. Internally prepared financial statement provided for year-end 2021. Internal

S&J Properties of Watertown LLC

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

statements have not been reviewed by tax accountant yet and do not reflect depreciation or amortization.

- Projections were provided by the applicant for year one. Staff estimated projections for year two. Staff conservatively assumed no increase in revenues and a 3% increase in expenses.
- Currently primary revenue is being generated by commercial rental income. All commercial space is rented. One tenant is an established business that has been in its location for many years. Two others have been in operation from their locations for a few years and one is a newly signed lease for a café/restaurant. The final tenant in 150 Court Street is also the guarantor, Abbey Carpet, which is established. Currently only 10 apartments at 150 Court Street have been completed. Currently 8 of the 10 units are occupied. It should be noted that in 2021 the commercial tenants, excluding 170 Court Street which was not completed, and the 10 residential rental units were carrying the expenses of all four properties.
- Miscellaneous income of \$60,046 and \$54,416 was received in 2019 and 2021 respectively. Of the amounts in both years, the Borrower received grants of \$50,000 from National Grid in 2019 and 2021.
- It should be noted that it does not appear that the RESTORE NY grant is being recognized as Income.
- Looking at the projections, primary revenue is rental income from apartment units of \$252,600 net of a vacancy rate of 10% is a net amount of \$227,340. This assumes 20, 1-bedroom market rate apartment units across the properties. Rents will range from a high of \$1350/mo to a low of \$650 per month. Secondary income is from rental of commercial space which will be \$152,388 net of a vacancy rate of 10% annually.
- Primary expenses are interest, depreciation, real estate taxes, insurance and repairs. While there appears to be a significant decline in projected expenses, the projected expenses do not include interest, depreciation or amortization. The operating expenses are consistent with historical operating expenses less interest and depreciation.

Cash Flow Analysis

- Existing Debt as of 12/31/2021 as follows:
 - WSB #1-\$322,157-\$1070/mo
 - WSB #2-\$95,049-\$685/mo
 - WSB #3-\$87,617-\$1316/mo
 - WSB #4-\$297,908-\$2575/mo
 - WSB #5-\$753,994-Interest only (this was \$44,881 in 2021)
 - WLDC #1-\$107,814-\$1588/mo
 - WLDC #2-\$66,450-\$696/mo
 - DANC #1-\$208,037-\$1190/mo
- New Construction Loans
 - WSB \$525,000 – \$3465/mo
 - DANC/WLDC \$800,000-\$4538/mo

Total existing debt plus new debt-monthly payments: \$20,863 or \$250,357 annually

- New restructured permanent debt as follows:
 - WSB #1-\$1,647,000-\$10,869/mo
 - DANC/WLDC #1-\$800,000-\$4538/mo
 - DANC #2-\$208,000-\$1190/mo
 - WLDC Existing #1-\$106,676-\$1588/mo
 - WLDC Existing #2-\$66,020-\$696/mo

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

Total new debt monthly payments \$18,881 or \$226,572 annually

By restructuring the debt the applicant will save about \$23,785 annually.

- The project would not cash flow based upon historical operations, however as noted above, the income from commercial space and 10 apartments have been carrying the operating expenses for all four buildings. The project will cash flow based upon the projections and the restructuring of the debt.

Balance Sheet

FYE December 31	Actual 2019	Actual 2020	Actual 2021
Current Assets	\$43,478	\$53,117	\$101,505
Capital Assets – Net	\$1,957,877	\$1,966,267	\$1,992,495
Other Assets	\$368,438	\$4,107	\$23,531
Total Assets	\$2,369,793	\$2,023,491	\$2,117,531
Current Liabilities	\$111,245	\$138,135	\$56,689
Long Term Liabilities	\$2,145,606	\$1,764,374	\$1,826,463
Total Liabilities	\$2,256,851	\$1,902,509	\$1,883,152
Total Shareholders Equity	\$112,942	\$120,982	\$234,379
Total Liabilities & Shareholders Equity	\$2,369,793	\$2,023,491	\$2,117,531

Ratio Analysis

Working Capital	(\$67,767)	(\$85,018)	\$44,817
Current Ratio	.40	.38	1.79
Debt/Worth	20.0	15.73	8.03

- Current assets are entirely cash. The Borrower received a National Grid grant of \$50,000 in 2019 and another \$50,000 grant in 2021 that he can use for expenses.
- Current liabilities include current portion of long term debt, credit card debt, security deposits, and a due to/from Abbey Carpet of \$16,924 as of 12/31/21.
- Long term liabilities decreased in 2020 as the construction loan with Watertown Savings Bank was paid down by a grant disbursement in 2020.
- Long term liabilities for 2021 not adjusted to reflect current portion of long term debt.
- Equity increases due to RESTORE NY grant.
- It does not appear that the Capital Assets have been adjusted for 2021 to reflect the work completed even though the grant revenue has been received. There is no work-in-progress account.

PERSONAL:

Stephen and Joyce Bradley-Show total assets of \$248,855 and total liabilities of \$15,358. Primary assets comprised of other personal property of \$145,000 which is defined as personal assets and household goods. Primary liability is an installment loan, \$14,607. Steve has a S&J Properties of Watertown LLC

Motion-
Second-

Community Rental Housing Fund
March 15, 2022

TransUnion credit score of 751 and Joyce has a TransUnion credit score of 730. Neither has any derogatory comments. Steve shows total credit of \$90,829 comprised primarily of revolving credit of \$39,516 and installment of \$51,313. Joyce shows outstanding debt of \$56,117 entirely in revolving debt. It appears that they share about \$15,628 in revolving debt.

The applicant noted that there are several debts on their personal financial statement that are business debts. One of the vehicle loans on the credit report is for the business van and some of the credit card debt is for the business as well.

The Logic Score for S&J Properties is a low high risk score of 59. The days beyond terms are reported to be 5 or less. It has no derogatory public records, collection accounts, or lawsuits. It has one trade line with no balance owed presently. There are no late payments reported. It has 2 employees and annual sales of \$361,000.00. It has 9 UCC filings, and no OFAC records were found.

The Logic Score for Abbey Carpet of Watertown is much better with a score of 89. The Business Failure Assessment is that of average. The days beyond terms are reported to be 5 or less. It has no derogatory public records, collection accounts, or lawsuits. The accounts are mostly being paid as agreed. It has 3 employees, annual sales of \$753,000.00, and has been in business for 34 years. It has 1 UCC filing, and no OFAC records were found. Abbey Carpet showed \$370,617 in revenue in 2021 with \$149,031 in total expenses with a net income of \$26,795 after interest. As of 2/8/22, the balance sheet showed \$73,290 in current assets and \$5,518 in fixed assets net of depreciation. Total assets were \$87,488. Total liabilities were \$42,409. Equity was (\$41,751).

COLLATERAL:

1. Up to \$800,000 permanent mortgage and assignment of rents and leases behind Watertown Savings Bank debt (\$2,147,120 construction/\$1,647,000 perm) on real estate located at 138-140 Court Street, 150 Court Street, 152-154 Court Street, and 170 Court Street Watertown, NY.
2. Up to \$800,000 permanent security lien on all assets behind Watertown Savings Bank debt (\$2,147,120 construction/\$1,647,000 perm) of S&J Properties of Watertown, LLC.

Construction Phase:	Market
170 Court Street (as completed as of 1/1/2019)	\$675,000
138 Court Street (as completed as of 1/1/2019)	\$380,000
152-154 Court Street (as completed as of 1/1/2019)	\$600,000
150 Court Street (as completed as of 2/3/2022)	<u>\$1,300,000</u>
Total Value	\$2,955,000
Existing Debt:	
Existing WSB Debt/mortgages	\$1,622,120
New WSB Debt/mortgage	\$525,000
Total WSB Debt/mortgages	\$2,147,120
LTV:	72%
Collateral Available after WSB mortgages	\$807,880
Existing DANC/WLDC mortgages	\$378,717
New DANC/WLDC mortgages	\$800,000
Total DANC/WLDC debt	\$1,178,717

S&J Properties of Watertown LLC

Motion-
Second-

Community Rental Housing Fund
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LTV: **146%**

- While slightly unsecured during construction phase, the bank will be receiving a draw on the ESD grant of \$146,026 when the funding for this phase to complete the project is committed. That will leave a balance of around \$385,788 on the RESTORE NY grant to be paid to the bank to pay down their construction loan. ESD will retain 10% of the grant amount, or \$99,000, until project completion.
- In order to mitigate risk during construction, all three lenders (Bank, DANC, WLDC) will put their funds in co-proportionately based upon submission of AIA construction draws and inspection of the work completed. DANC staff will complete inspections.

Permanent Phase:

	Market
170 Court Street (as completed as of 1/1/2019)	\$675,000
138 Court Street (as completed as of 1/1/2019)	\$380,000
152-154 Court Street (as completed as of 1/1/2019)	\$600,000
150 Court Street (as completed as of 2/3/2022)	<u>\$1,300,000</u>
Total Value	\$2,955,000

Existing Debt:

Consolidated WSB mortgages **\$1,647,120**

LTV: 55%

Collateral Available after WSB mortgages \$1,307,880

Existing DANC/WLDC mortgages \$378,717

New DANC/WLDC mortgages \$800,000

Total DANC/WLDC debt \$1,178,717

LTV: **90%**

- At permanent financing, the Watertown Savings Bank mortgages will be consolidated.
- At permanent financing, the public lenders will enter into an Intercreditor Agreement to share a co-proportional second mortgage position on all buildings behind Watertown Savings Bank.
- Existing DANC mortgage of \$250,000 will stay as the rate is 1%.
- Appraisals have been completed substantiating value.

CONTINGENCIES:

1. Affidavit from borrower affirming minimum \$68,500 owner cash contribution and RESTORE NY contribution of \$531,868
2. Watertown Savings Bank commitment of additional \$525,000 in construction financing
3. Watertown Local Development Corporation commitment of additional \$375,000 in construction/permanent financing
4. Personal Guarantees of Stephen Bradley and Joyce Bradley; Abbey Carpet of Watertown Inc.
5. Subordinate to \$525,000 in new construction debt by Watertown Savings Bank
6. Loan will be disbursed as construction loan proportionately with other lenders
7. DANC will inspect work prior to disbursing funds
8. All permits and approvals, including SHPO



Board Resolution No. 2022-03-35
March 24, 2022

**NORTH COUNTRY VALUE ADDED AGRICULTURE LOAN FUND
NORTH COUNTRY REDEVELOPMENT FUND
NORTH COUNTRY TOURISM COMMUNITY TRANSFORMATIONAL
LOAN FUND
AFFIRM LOAN APPROVAL PROCESS**

Whereas, **Resolution No. 2013-08-12** established the North Country Regional Tourism Community Transformational Revolving Loan Fund (Tourism Fund), and

Whereas, **Resolution No. 2014-10-07** established the North Country Value Added Agriculture Revolving Loan Fund (Agriculture Fund), and

Whereas, **Resolution No. 2015-12-127** established the North Country Redevelopment Fund (Redevelopment Fund), and

Whereas, the money to capitalize the Funds was from grants through Empire State Development for the purposes as set forth in the funding applications submitted to Empire State Development, and

Whereas, each Fund has a distinct Loan Review Committee as required by Empire State Development, and

Whereas, the Board, in creating the Tourism Fund and the Agriculture Fund, authorized the respective Loan Review Committee to commit loans of up to \$250,000 on behalf of the Board to be ratified at the next Board Meeting, and

Whereas, in an effort to assist businesses by reducing time to close on such loan commitments, staff recommends that the authority to ratify loans for the funds noted above to the Governance Committee, and

Whereas, to provide consistency across Funds the Board wishes to affirm the loan approval process for each Fund, and

Whereas, all programmatic requirements of these Funds will remain the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby affirm the loan approval process for the North Country Regional Tourism Community Transformational Revolving Loan Fund authorizing the respective Loan Review Committee to commit loans of up to \$250,000 on behalf of the Board to be ratified by the Governance Committee and reported to the Board at the next Board Meeting, and authorizes the Executive Director or Chief Financial Officer to execute all necessary documents to close on the loan, and further be it

RESOLVED, the Development Authority of the North Country does hereby affirm the loan approval process for the North Country Value Added Agriculture Revolving Loan Fund authorizing the respective Loan Review Committee to commit loans of up to \$250,000 on behalf of the Board to be ratified by the Governance Committee and reported to the Board at the next Board Meeting, and authorizes the Executive Director or Chief Financial Officer to execute all necessary documents to close on the loan, and further be it

RESOLVED, the Development Authority of the North Country does hereby affirm the loan approval process for the North Country Redevelopment Fund authorizing the respective Loan Review Committee to commit loans/grants of up to \$500,000 in total on behalf of the Board to be ratified by the Governance Committee and reported to the Board at the next Board Meeting, and authorizes the Executive Director or Chief Financial Officer to execute all necessary documents to close on the loan.

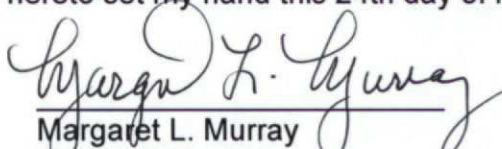
RESOLVED, the Development Authority of the North Country does hereby affirm that notice for the Governance Committee meeting to ratify a loan from one of the above loan funds will be given to the entire board and any board member not on the Governance Committee may participate at the Governance Committee meeting to discuss a loan from one of the above loan funds to be ratified.

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

Doheny - Yes	Henry - Present	MacKinnon - Yes	Murray - Yes
Hefferon - Yes	Hollenbeck - Present	McGrath - Present	Virkler - Yes
Hall - Yes	Hunt - Present	Mastascusa - 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. 2022-03-35 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 24th day of March, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 24th day of March, 2022.


Margaret L. Murray
Board Chairperson