



**Board Resolution No. 2023-03-19**  
**March 23, 2023**

**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 substantive changes reflected in the following sections:

Add:

Employment Policies Section S – Employment References and Background Checks

Appendix B - Standard Work Day

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: K. Bibbins  
Seconded by: M. Hall

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon – **Yes**  
Henry - **Present**  
Hollenbeck – **Absent**

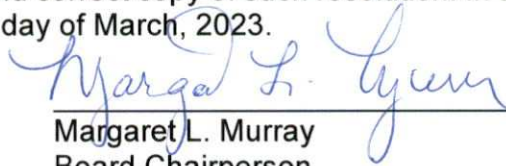
Hunt - **Present**  
MacKinnon – **Yes**  
McGrath – **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2023-03-19 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

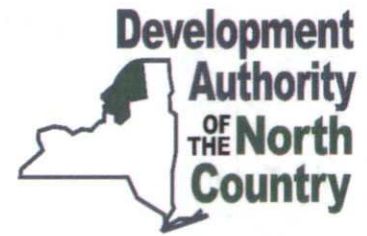
  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

# Development Authority of the North Country

Subject: Personnel Policy

Adopted: March 23, 2023

Resolution: 2023-03-19



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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**

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

## **S. Employment References and Background Checks**

### Employment References for New Employees

To insure that individuals who join the Authority staff are well qualified and have a strong potential to be productive and successful, it is the policy of the Authority to check the employment references of a person selected for hire as a condition of employment.

### Background and Credit Checks

Likewise, the Authority will perform background checks on candidates selected for employment. In addition, for specific positions, the Authority will conduct credit checks on candidates selected for employment or promotion into those positions. The Authority will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the selected person for hire or employee with any required notices and forms. Consistent with legal requirements, the Authority requires a person selected for hire or an employee selected for a promotion to sign the appropriate authorization and release forms, as requested, as a condition of employment or promotion.

### External Employment Reference Checks

The Authority receives employment reference checks from external sources, including reference checks from lending institutions for current employees, and from other employers for former employees. All employment reference check requests received by Authority personnel must be forwarded to Human Resources. Only Human Resources may provide this employment information on behalf of the Authority. Prior to responding to such requests, Human Resources will contact the employee to validate that the request is legitimate.

Employment reference checks must be submitted to Human Resources in writing. Responses to such inquiries will confirm dates of employment, wage rates and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### Letter of Recommendation

Employees are not permitted to write business letters of recommendation for existing or former employees on behalf of the Authority. All formal requests for a letter of recommendation must be sent to Human Resources for a reply.

An employee may provide a personal letter of recommendation regarding an existing or former employee as long as the letter is not on Authority letterhead, does not reference the writer's Authority position title and is completed on personal time. If the letter references the Authority in the body of the letter, a disclaimer must be noted on the letter stating "This letter does not represent the opinion of the Development Authority of the North Country".

## 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:

<b>Years of Service:</b>	<b>Dollar Amount</b>
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 levy notices.
  - b. The employee's employment position is not jeopardized as a result of a garnishment or levy.
- D. Employee Payroll**
1. 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.

For purposes of calculating days worked for an employee's retirement, NYSLR requires the Authority to first establish the number of hours that constitutes a standard work day for each Authority position. Appendix-B lists the standard workday by position title.

#### **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 can be on an after-tax or a pre-tax basis.

#### **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 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 Short-Term Disability benefit is a maximum of 60% of base weekly income for up to 26-weeks. The Authority provides this Short-Term Disability benefit to employees (at no cost to the employee) who work 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 uninsured 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 5 years of service** - accrual rate 4.62 hours per pay period, equivalent to 3 workweeks per year.
  - b. **5 years through completion of 10 years of service** - accrual rate 5.38 hours per pay period, equivalent to 3.5 workweeks per year.
  - c. **10 years through completion of 15 years of service** - accrual rate 6.15 hours per pay period, equivalent to 4 workweeks per year.
  - d. **15 years through completion of 20 years of service** - accrual rate 6.92 hours per pay period, equivalent to 4.5 workweeks per year.

- e. **20 or more years of service** – accrual rate 7.69 hours per pay period, equivalent to 5 workweeks per year.
  - f. The Executive Director is authorized to modify the applicable accruals and accrual rates for the purposes of recruitment and retention of personnel, or other extenuating circumstances.
- 5. Employees 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 for the cost of tuition and books 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 books and submit a request for reimbursement at the end of each term.
- d. The employee will be reimbursed as follows:
  - 100% of tuition and books for achieving an A-, A or A+
  - 90% of tuition and books for achieving a B-, B or B+
  - 80% of tuition and books for achieving a C-, C or C+
  - No reimbursement will occur if the grade is "D" or lower.
- e. The reimbursement of tuition 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.

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## **SECTION 7 – RECORD OF REVISIONS**

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

Revision Date: October 27, 2022; Resolution No. 2022-10-76

Revision Date: March 23, 2023; Resolution No. 2023-03-19(Added References and Background Checks, Revised Appendix A, added B)

## PERSONNEL POLICY ACKNOWLEDGEMENT FORM

This manual (Personnel Policy), dated March 23, 2023, 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.

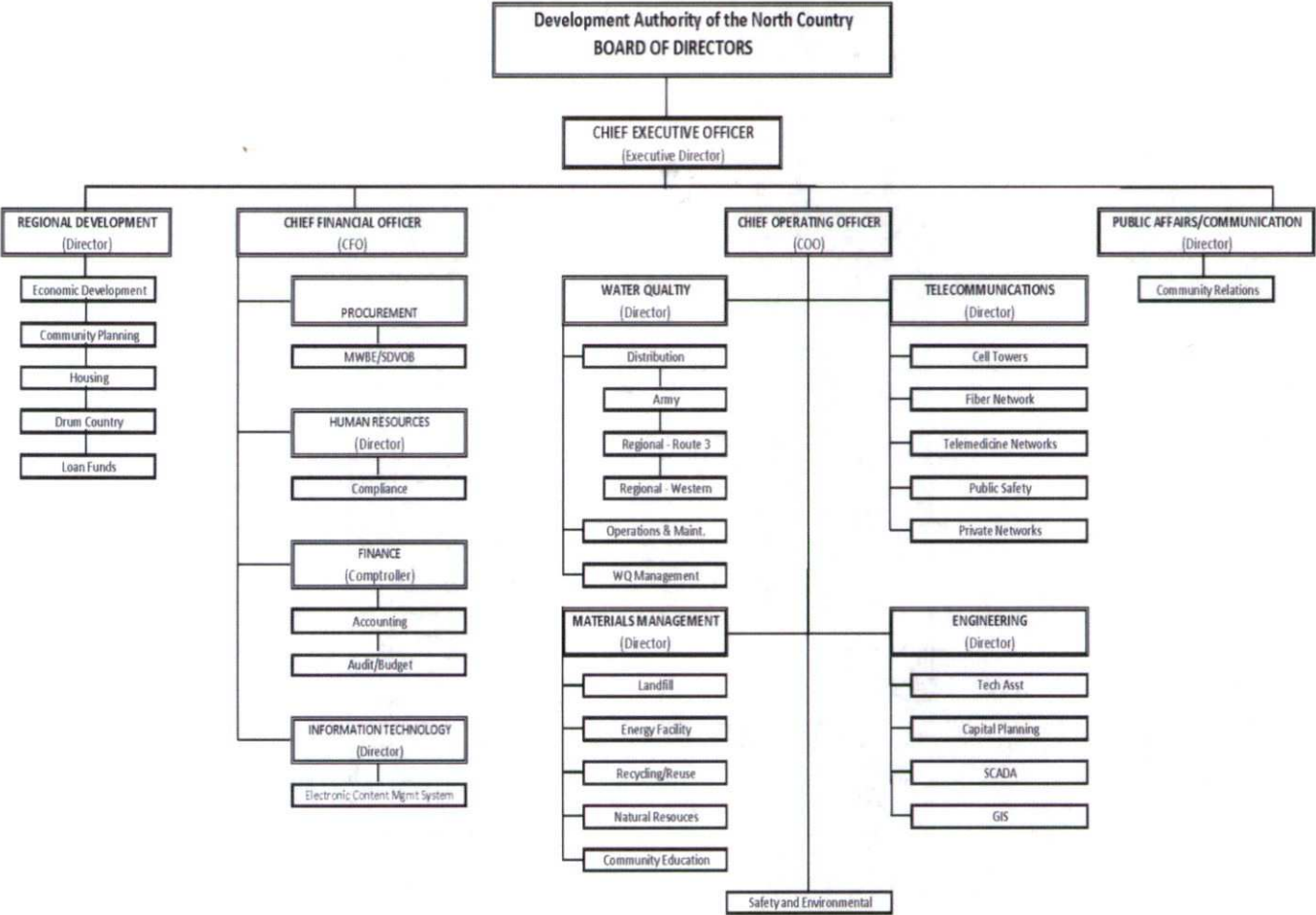
By signing this acknowledgment form, you confirm understanding and acknowledge the contents in the Authority's Personnel Policy. You further understand that the Personnel Policy can be found on the Authority's website at [www.danc.org](http://www.danc.org). Furthermore, you acknowledge you can ask your 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

# APPENDIX A – ORGANIZATION CHART



## APPENDIX B- STANDARD WORK DAY

**Development Authority of the North Country  
Personnel Policy - Appendix B  
Standard Work Day (Hrs/Day)**

Job Title	Standard Work Day
Accountant I	8.0 Hours
Accounting Associate	8.0 Hours
Administrative Associate - ADMIN	8.0 Hours
Administrative Associate - MMF	8.0 Hours
Administrative Specialist - TELECOM	8.0 Hours
Administrative Specialist - WATER QUALITY	8.0 Hours
Assistant Director of Engineering	8.0 Hours
Assistant Director of Telecommunications	8.0 Hours
Assistant Director of Water Quality Management	8.0 Hours
Assistant Landfill Superintendent	8.0 Hours
Chief Financial Officer	8.0 Hours
Chief Operating Officer	8.0 Hours
Comptroller	8.0 Hours
Controls Engineer	8.0 Hours
Controls Engineer II	8.0 Hours
Customer Service Coordinator	8.0 Hours
Deputy Comptroller	8.0 Hours
Director of Engineering	8.0 Hours
Director of Human Resources	8.0 Hours
Director of Information Technology	8.0 Hours
Director of Materials Management	8.0 Hours
Director of Network Engineering	8.0 Hours
Director of Network Management and Security	8.0 Hours
Director of Outside Plant Engineering & Construction	8.0 Hours
Director of Public Affairs and Communications	8.0 Hours
Director of Regional Development	8.0 Hours
Director of Telecommunications	8.0 Hours
Director of Water Quality Management	8.0 Hours
Environmental Health & Safety Manager	8.0 Hours
Environmental Specialist	8.0 Hours
Environmental Technician I	8.0 Hours
Executive Assistant	8.0 Hours
Executive Director	8.0 Hours
GIS Analyst	8.0 Hours
GIS Supervisor	8.0 Hours
Human Resources Specialist	8.0 Hours
IT Application Analyst	8.0 Hours
Landfill Superintendent	8.0 Hours
MMF - Equipment Operator CDL-A	8.0 Hours
MMF - Equipment Operator CDL-B	8.0 Hours
MMF Lead Maintenance Technician	8.0 Hours
MMF Maintenance Technician	8.0 Hours
MMF Maintenance Technician Assistant	8.0 Hours
Network Analyst	8.0 Hours
Network Engineer	8.0 Hours
Network Technician	8.0 Hours
Optical Network Engineer	8.0 Hours
Outside Plant Engineer	8.0 Hours
Procurement Coordinator	8.0 Hours
Project Development Specialist	8.0 Hours
Project Engineer	8.0 Hours
Recycling Coordinator	8.0 Hours
Safety & Environmental Technician I	8.0 Hours
Senior Project Development Specialist	8.0 Hours
Telecom Business Development Manager	8.0 Hours
Telecom Chief Technology Officer	8.0 Hours
Water Quality Coordinator	8.0 Hours
Water Quality Senior Operator	8.0 Hours
Water Quality Supervisor - Management Services	8.0 Hours
Water Quality Supervisor - Operations	8.0 Hours
Water Quality Supervisor Trainee (Jefferson County)	8.0 Hours
Water Quality Supervisor Trainee (SLC)	8.0 Hours
Water Quality Technician	8.0 Hours



**Board Resolution No. 2023-03-20**  
**March 23, 2023**

**APPROVING MODIFICATIONS TO TRAVEL AND MISCELLANEOUS  
EXPENSE 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 Travel and Miscellaneous Expense 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 Travel and Miscellaneous Expense Policy with substantive changes reflected as follows:

Added:

Section 7: Continuing Education Assistance Program

Modified:

Various Sections Modified allowance for reimbursement of meals from actual cost (subject to per diem) to per diem.

Deleted:

Duplicative Employee Travel & Miscellaneous Expense Reimbursement Procedures

Now, therefore be it

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

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

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon - **Yes**  
Henry - **Present**  
Hollenbeck - **Absent**

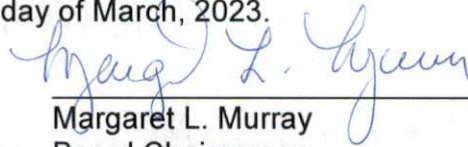
Hunt - **Present**  
MacKinnon - **Yes**  
McGrath - **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-20 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.



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Margaret L. Murray  
Board Chairperson

# Development Authority of the North Country

Subject: Travel & Miscellaneous Expense Policy  
Adopted: March 23, 2023  
Resolution: 2023-03-20

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## SECTION 1.0 GENERAL POLICY

- 1.1 The purpose of this policy is to provide for 1) reimbursement of allowable travel expenses incurred when business is conducted away from the Development Authority of the North Country ("Authority") official duty station; and 2) reimbursement of certain other expenses.
- 1.2 This policy applies to the Board of Directors and all employees of the Authority.
- 1.3 Only business expenses, which are determined to be reasonable and necessary, will be eligible for reimbursement.
- 1.4 A traveler is in travel status and eligible for reimbursement of travel expenses when on official business more than 100 miles from both the official station and place of residence. The official station is the employee's primary work location as designated by the Authority.
- 1.5 Travelers are required to obtain advance approval for any overnight travel deemed necessary for the conduct of Authority business utilizing the Travel and Training Authorization Form. Such approval must be obtained from the Chairperson for travel by Board Members and the Executive Director. The Executive Director and/or their designee approves travel by all other employees. The approved electronic Travel and Training Authorization Form will be retained electronically in OnBase, along with electronic copies of any supporting documentation such as registration form, airline rates, GSA per diem rates for lodging, meals, etc.
- 1.6 Employees are required to obtain advance approval of attending any conferences, workshop, or seminar. The Travel and Training Authorization Form will be used for such requests, and require electronic approval by the Executive Director and/or their designee. The approved electronic form will be retained electronically in OnBase, along with electronic copies of any supporting documentation such as conference, workshop, or seminar registration form and description. If the training requires overnight travel, then the Travel and Training Authorization Form should include such accommodations.
- 1.7 Advanced approval for miscellaneous expenses is required to obtain reimbursement. Requests for such reimbursements require Chairperson approval for Board Members or the Executive Director. Reimbursements for all other employees require approval by the Executive Director and/or their designee. The completed and approved Miscellaneous Expense Authorization Form is required in order to obtain reimbursement. The approved electronic copies will be retained in OnBase, along with electronic copies of any supporting documentation.
- 1.8 To obtain reimbursement, all reimbursement requests must include an Expense Reimbursement Form submitted electronically with receipts and such supporting documentation as required by this policy. Reimbursement requests must be submitted for reimbursement to the immediate manager on a monthly basis for expenses totaling over fifty dollars and on a quarterly basis for expenses totaling under fifty dollars. In an effort to reimburse staff for expenses incurred for official Authority business as soon as practicable, staff may request reimbursement as soon as the expenditure has been incurred.
- 1.9 Expenses incurred for Authority business within New York State are exempt from state and local sales and use tax. When traveling within this State, travelers must complete Form ST-129, Exemption Certificate, for tax on occupancy of hotel rooms ([ST-129 Form](#)). New York State and local sales taxes will not be reimbursed for room occupancy.
- 1.10 The traveler is responsible for the accuracy and completeness of any travel expense documentation submitted. Such requests should include the following information:
  - a. distance traveled,
  - b. points of travel (to – from),
  - c. purpose of travel,

- d. dates of trip,
- e. itemized listing of expenditures, with receipts (as required), and
- f. such other supporting documents as necessary.

1.11 The Expense Reimbursement Form, available in OnBase, shall be utilized by employees. For Board members, the Board of Directors Expense Form shall be used. The approved Expense Reimbursement Forms will be retained in OnBase, along with electronic copies of any supporting documentation.

## **SECTION 2.0 IN-SERVICE AREA TRAVEL (NON-TRAVEL STATUS)**

When an employee is assigned to work at an alternate work location which is 100 miles or less from his or her official station and place of residence, the employee is not considered to be in travel status, but rather is considered to be traveling in proximity of his or her official station.

### **2.1 MILEAGE**

- a. When traveling in proximity of home or official station, an employee using a personal vehicle, is, as outlined below, entitled to reimbursement of transportation expenses associated with travel:
  - from home to an alternate work location
  - between the official station and an alternate work location
  - between alternate work locations
  - from an alternate work location to the employee's home
- b. When travel is from an employee's home to an alternate work location, or from an alternate work location to home, transportation expenses will be reimbursed using the lesser of (1) mileage between the employee's home and the alternate work location, or (2) mileage between the employee's official station and the alternate work location, times the Internal Revenue Service mileage reimbursement rate. This reimbursement method is called the "lesser of mileage rule." When travel is between an employee's official station and an alternate work location, or between two or more alternate work locations, transportation expenses must be reimbursed by payment for the actual mileage between such locations, times the Internal Revenue Service mileage reimbursement rate.
- c. Reimbursement for transportation costs between the official station and the traveler's residence is not allowed, except in the case of designated vehicles, as detailed by the Fleet Management Policy.

### **2.1 MEALS**

- a. Employees traveling within a 100 mile radius of their official work stations, on Authority business, will be entitled to mileage or use of an Authority vehicle, but will not be eligible for meal reimbursement, except as provided in Section 2.2 (b), (c), or (d).
- b. Employees traveling for staff development or training required by the Authority will be reimbursed a meal allowance equal to the per diem per meal for breakfast, lunch and/or dinner found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)).
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate meal reimbursement upon the approval of the Executive Director and/or their designee.
- d. At the discretion of Authority management, working lunches may be scheduled from time to time at the convenience of the Authority. Working lunches may be reimbursed when there is a documented business purpose for such a meal. Such approval must be obtained in advance, as provided herein, and be documented by the completion of the Working Lunch Authorization Form.

Reimbursement for any working lunch must be approved in advance. The Working Lunch Authorization Form is required in order to obtain reimbursement. Requests require approval by the Executive Director and/or their designee. The approved electronic Working Lunch Authorization Form will be retained in OnBase, along with electronic copies of any supporting documentation, such as quotes. A copy of the approved Working Lunch Authorization Form must be attached to the requisition documentation that is prepared by the Authority for the working lunch.

## SECTION 3.0 OUT OF SERVICE AREA TRAVEL STATUS

### 3.1 MEALS

- a. When in travel status, travelers will be reimbursed for breakfast when travel begins at least one hour before their normal work starting time, and for dinner when returning home at least two hours after their normal work ending time. The per diem meal allowance breakdown for breakfast, lunch and/or dinner can be found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)). Different meal allowances are based on location. Locations can be found on the GSA website ([Per Diem Rates](#)).
- b. Employees traveling for business activities beyond the 100 miles from their official duty station and place of residence may qualify to be reimbursed for breakfast, lunch and dinner and will be reimbursed a per diem meal allowance equal to the Meals & Incidentals (M&IE) total found on the United States General Services Administration (GSA) website ([Meal Allowance Breakdown](#)).
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate meal allowance upon the approval of the Executive Director and/or their designee.
- d. The Executive Director has the authority to grant per diem advances.

### 3.2 LODGING

- a. The Authority uses the per diem rates for travel reimbursement that have been established by the United States General Services Administration (GSA), which is consistent with the policy of the New York State Office of the State Comptroller (OSC) ([NYS Office of State Comptroller](#)). The maximum travel per diem rates for the continental United States are available at the GSA Office of Government-wide Policy Website ([Per Diem Rates](#)).

The Authority will utilize the GSA standards. When the GSA standards change, the Authority's policy will remain consistent with the GSA standards.

In the event the OSC establishes reimbursement rates or standards different from the GSA, the OSC guidelines will be the basis of the Authority policy.

The Executive Director may grant a waiver to these rates if there are circumstances that justify the need to exceed these rates.

- b. In cases where a substantial number of Board Members may be engaged in overnight travel, a budget shall be put together in advance, and authorized by the Board of Directors.
- c. Employees called out to respond to emergency alarms, repairs or customer service during non-scheduled work hours may request appropriate lodging reimbursement upon the approval of the Executive Director and/or their designee.

- d. Reimbursement is limited to room, parking, and meals. Hotel receipts for overnight travel must be submitted to substantiate the reimbursement. Business and personal phone calls should be made using the employee's cell phone.
- e. Expenses for a spouse, family members or friends who accompany the employee are not reimbursable. Any incremental expenses resulting from a guest (i.e., increased room charge over single occupancy, additional meal charges) must be deducted from the expense reimbursement report.
- f. An exemption certificate for tax on occupancy of hotel rooms must be presented upon check-in ([ST-129 Form](#)). New York State sales and use taxes will not be permitted.

### 3.3 TRANSPORTATION

- a. Travel should be by the most efficient and cost effective method of transportation available. All travel assignments shall be scheduled to minimize expenses whenever possible.
- b. Actual travel costs will be reimbursed from origin to destination, in accordance with the following guidelines:
  - 1. Personal Automobile: When possible, designated or pool vehicles (see Fleet Management Policy) shall be used for travel. Mileage for use of a personal automobile while traveling for Authority business will be reimbursed using the latest IRS standard mileage rate (Publication 463). This mileage rate covers gasoline, oil, maintenance, repairs, insurance and vehicle registration. Parking costs and tolls are reimbursable when substantiated by receipts. Citations for violation of parking or vehicle and traffic laws incurred while on Authority travel will not be reimbursed.
  - 2. Air Transportation: When traveling by air, approval in advance is required, and travelers should obtain the lowest cost coach accommodations possible. The passenger's portion of the airline ticket or the original transportation receipt must be attached to the expense report. Boarding passes alone are not acceptable.
  - 3. Parking Fees/Tolls/Mileage: The cost of tolls, parking and mileage related to air transportation is reimbursable (i.e., travel to and from airport). Receipts must be provided.
  - 4. Public Transportation: The cost of travel by bus or train is reimbursable when documented by original, itemized receipts.
  - 5. Rental Car: Rental car and gasoline expenses are reimbursable, when documented by original, itemized receipts. Employees are expected to rent mid-size or smaller vehicles.
  - 6. Taxi or Official Ride Hailing Fares: Reasonable taxi or ride hailing fares will be reimbursed, and customary tipping will be allowed. Receipts should be provided.

### SECTION 4.0 OTHER REIMBURSEMENTS

- 4.1 The Authority recognizes that for developmental purposes and to remain abreast of best practices and current issues, employees may need to attend training seminars or workshops, join professional associations, or pursue other educational opportunities eligible for tuition reimbursement (See also Personnel Policies Manual, Section 5).
- 4.2 As approved by the Chairperson or Executive Director, as appropriate, other reimbursements for training, professional memberships and education may be provided, and it will be determined whether these

constitute taxable income on a case by case basis. If determined taxable, such information will be forwarded to the Finance office upon approval.

- 4.3 Such training, professional membership or other education should have a direct relationship to the Authority job the employee performs, or to the employee's developmental plan.

#### **SECTION 5.0 NON-REIMBURSEABLE EXPENSES**

- 5.1 Only travel expenses that are considered reasonable and necessary in the performance of Authority business are reimbursable. Therefore, the following expenses are **not** reimbursable:
- a. accommodations and/or meals that are provided to employee at no cost, or included as part of a reimbursable registration fee,
  - b. alcoholic beverages,
  - c. in-room movies,
  - d. souvenirs,
  - e. entertainment,
  - f. frequent flyer membership fees,
  - g. personal phone calls,
  - h. rental vehicle upgrades,
  - i. optional travel insurance,
  - j. laundry/valet service,
  - k. hotel health club or spa fees,
  - l. clothing and toiletries,
  - m. guest expenses, and
  - n. any other personal expenses not necessary to conducting Authority business.
- 5.2 Any such non-reimbursable expenses incurred while traveling on Authority business should **not** be included on the Expense Reimbursement Form when requesting reimbursement.

#### **SECTION 6.0 SUBMISSION OF CLAIMS**

- 6.1 Employees must complete the Expense Reimbursement Form in OnBase in order to be reimbursed for any qualified travel or miscellaneous expenses as described in this policy. The Board of Directors must complete the paper expense form that is provided to each board member annually.
- 6.2 All reimbursable expenses must be documented by receipts, with the exception of meals which will be reimbursed based on per diem rates.
- 6.3 Those individuals approving Expense Reimbursement Forms will compare the submitted form with the actual expenses for reasonableness. The Compliance Officer or designee will audit the approved forms and the actual expenses for reasonableness, and discuss and resolve any discrepancies with the division management and/or the Executive Director.

#### **SECTION 7.0 CONTINUING EDUCATION ASSISTANCE PROGRAM**

- 7.1 Employees wishing to continue their education and be reimbursed for such expenses should review Section 5, B, 2 of the Authority Personnel Policy and follow the Continuing Education Assistance Program Form instructions below for authorization and reimbursement of such expenses.

#### **SECTION 8.0 FORMS**

Electronic versions of the following forms can be found in OnBase for processing:

Expense Reimbursement Form  
Travel and Training Authorization Form  
Working Lunch Authorization Form  
Miscellaneous Expense Form

**SECTION 9.0 RECORD OF REVISIONS**

Revision/Review Approval Date: April 10, 2007  
Revision/Review Approval Date: March 27, 2008  
Revision/Review Approval Date: March 13, 2009  
Revision/Review Approval Date: October 26, 2009  
Revision/Review Approval Date: May 20, 2010  
Revision/Review Approval Date: February 23, 2012  
Revision/Review Approval Date: October 25, 2012  
Revision/Review Approval Date: June 23, 2016  
Revision/Review Approval Date: March 23, 2017  
Revision/Review Approval Date: March 23, 2023

## **APPENDIX A: CONTINUING EDUCATION ASSISTANCE PROGRAM FORMS**

### **CONTINUING EDUCATION ASSISTANCE PROGRAM**

Pursuant to the Development Authority of the North Country Personnel Policy, section called Training and Development, Section 5, B, 2 Continuing Education (e.g.: tuition reimbursement);

- The Authority will reimburse eligible employees for the cost of tuition and books for college credits, non-credits, and credential related individual courses or courses that have been approved by the Executive Director.
- The course or program must be work related or a required part of degree requirements, and must be offered by an accredited institution of learning.
- The employee must pay for tuition and books and submit a request for reimbursement at the end of each term.
- The employee will be reimbursed as follows:
  - 100% of tuition and books for achieving an A-, A or A+
  - 90% of tuition and books for achieving a B-, B or B+
  - 80% of tuition and books for achieving a C-, C or C+ 4.
  - No reimbursement will occur if the grade is "D" or lower.
- The reimbursement of tuition shall not exceed the established rates for the graduate and undergraduate levels of the State University of New York tuition schedule.
- 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.
- Any employee receiving continuing education reimbursement shall enter into an agreement for a mandatory continued employment or payback schedule established as per the policy for the Continuing Education Assistance Program.

#### **APPLICATION INSTRUCTIONS:**

- Complete the Continuing Education Assistance Application form, attach descriptive information regarding the course(s) or degree program you wish to enter, and sign the Repayment Agreement for Education Reimbursement form.
- Meet with your manager to discuss your continuing education assistance request. If it is agreed that your request meets guidelines and budgetary restrictions, the manager will provide a written recommendation to the Executive Director on the Continuing Education Approval Form.
- Submit completed application and repayment agreement form, attach the descriptive course/degree information, and manager-approved approval form and send to the Human Resources department for review, at which time, the Executive Director will review the application within 30-days of receipt.
- If funding is approved by the Executive Director, a letter will be sent to you from the office of Human Resources, along with the signed Repayment Agreement for reimbursement, in which you agreed to tuition repayment, should you leave employment within two (2) years of completion of any course work or completion of degree.
- Upon completion of coursework/classes, submit a copy of grade report and invoices to the Human Resources department. If the course was successfully completed, tuition will be reimbursed to the institution on your behalf, or directly to you.
- If the course is not successfully completed, the Authority will not reimburse you.

**CONTINUING EDUCATION ASSISTANCE APPLICATION**  
(TO BE COMPLETED BY EMPLOYEE)

Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Division: \_\_\_\_\_ Job Title: \_\_\_\_\_

Course Title: \_\_\_\_\_

Course Dates: \_\_\_\_\_ to \_\_\_\_\_

Degree sought (if applicable): \_\_\_\_\_

Estimated Cost of Degree sought (if applicable): \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Address of Institution: \_\_\_\_\_

Course Expenses:

Tuition: \$\_\_\_\_\_ Total cost \$\_\_\_\_\_

Development objective (what long-term goal is this program/course intended to help you reach):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## REPAYMENT AGREEMENT FOR EDUCATION REIMBURSEMENT

In order to be eligible to receive tuition assistance, the employee must sign and return this Agreement to the Human Resources department prior to any reimbursement by the Development Authority of the North Country (the Authority).

This Agreement is effective as of the date signed. It is between you, \_\_\_\_\_, (Employee) and the Authority.

1. In accordance with the Authority's Continuing Education Reimbursement Plan, the Authority has agreed to provide continuing education assistance to you.
2. Should you terminate employment with the Authority, you agree to repay reimbursements for continuing education expenses paid to the educational institution on behalf of you or paid to you directly in the following manner:

TIME ELAPSED (AMOUNT OF TIME BETWEEN THE DATE(S) OF THE TUITION PAYMENT AND EMPLOYEE'S TERMINATION FROM EMPLOYMENT DATE):	PERCENT OF REPAYMENT APPLICABLE TO THE AMOUNT OF THE TUITION PAY:
6 months or less	100%
More than 6-months, but less than 12-months	75%
More than 12-months, but less than 18-months	50%
More than 18-months, but less than 24-months	25%

3. This repayment agreement applies to continuing education assistance received for courses that are part of an approved degree program as well as single courses outside a degree program.
4. You hereby authorize the Authority to deduct all or a portion of the amount owed to the Authority from your final paycheck (including base salary, bonuses, vacation pay and/or expense reimbursements), to the extent allowed by law, up to the full amount due the Authority for Continuing Education Assistance reimbursement(s) paid, based on the above table. Any portion of the repayment amount that remains outstanding after such deduction remains your responsibility; and you hereby agree to repay such amount to the Authority within ninety (90) days following your termination.
5. Additionally, by signing this agreement, you confirm that you are not receiving financial aid from any other company or source, including the Veterans Administration, either partially or in full, for any of your requested reimbursements for tuition expenses. Tuition Assistance benefits paid by the Authority would be subject to reduction if benefits were paid by another source.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Signature

\_\_\_\_\_  
Date

**CONTINUING EDUCATION – APPROVAL FORM**

**Employee Name:** \_\_\_\_\_

**Division:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

**Course Title:** \_\_\_\_\_

**Course Dates:** \_\_\_\_\_ **to** \_\_\_\_\_

**Tuition:** \_\_\_\_\_ **Total Costs:** \_\_\_\_\_

**MANAGER RECOMMENDATION**

Approved       Not approved

Reason:

\_\_\_\_\_  
\_\_\_\_\_

Does this application meet the established guidelines of the continuing educational assistance program policy?  Yes       No

Was this expense included in the Division budget?  Yes       No

\_\_\_\_\_  
**Manager Signature**

\_\_\_\_\_  
**Date**

---

**EXECUTIVE DIRECTOR APPROVAL**

This request is  Approved       Not approved

Reason (if not approved):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Executive Director Signature**

\_\_\_\_\_  
**Date**

**REIMBURSEMENT APPROVAL FORM**  
(TO BE COMPLETED BY HUMAN RESOURCES)

The Employee must inform Human Resources of the dollar amount expected to be reimbursed and date of course work. After successful completion of each course, the employee must provide proof of grade to Human Resources.

Date: \_\_\_\_\_

Reimbursement in the amount of \$\_\_\_\_\_ is approved.

Expenses should be charged to: \_\_\_\_\_

Documentation of successful completion attached:  Yes  No

\_\_\_\_\_  
**Human Resources Director**

\_\_\_\_\_  
**Date**

Submitted to Finance for reimbursement on: \_\_\_\_\_



## Board Resolution No. 2023-03-21

March 23, 2023

### 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**

Brite Computers (aka Upstate Wholesale Supply Inc)  
Cisco WebEx  
Colibri Solutions  
Evo Studios  
HACH  
Naviant  
NexGen  
Optimation Technology  
Paradigm Software  
ProArch  
Scadatek  
SVA Consulting  
Verizon  
VHB Engineering  
Waypoint Technology Group  
WEI

**Security Services**

Alltech Integrations  
Chimera Integrations  
Day Automation

**Consulting Services**

CC Environmental & Planning  
Converse Laboratories  
DataVal  
Davey Resource Group  
HROne  
Lovell Safety Management  
OneDigital  
Osmose  
TRC

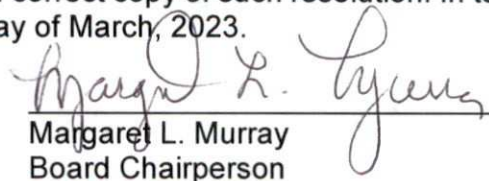
Motion by: A. MacKinnon  
Seconded by: E. Virkler

Bibbins - <b>Yes</b>	Hefferon – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa - <b>Yes</b>
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon – <b>Yes</b>	Murray - <b>Yes</b>
Hall - <b>Yes</b>	Hollenbeck – <b>Absent</b>	McGrath – <b>Present</b>	Virkler - <b>Yes</b>

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2023-03-21 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2023-03-22**

**March 23, 2023**

**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: XLReporter  
Emerson Process Mgmt/Bristol: OpenBSI Suite

GIS/Drone Software	ESRI
MMF Scale & Billing Software	CompuWeigh (Paradigm Software)
MMF Fuel System	FuelMaster
Water & Sewer Data Collection Software	WIMS/ACO (HACH)
Pipeline Inspection Software	PipeLogix, Pro Pipe
Fiber Management Software	NetDesigner/Enghouse
Fiber Assignment Software	FileMaker
GPS Compaction Software	Geologic Orion
Asset Management Software	NexGen Utility Management
Asset Management Software IT	Snipe-IT
Electronic Content Management System	OnBase (Hyland)
Loan Portfolio Management Software	PIDC
IT Management and Imaging Software	Desktop Central
Network Alarm Software	PRTG Network Monitoring
3-D Draw & Design Software	AutoCad
E-mail Phishing Software	KnowBe4
Two-Factor Authentication Software	Duo, Microsoft Azure
HR Software	Bamboo HR
Secure File Sharing Software	ShareBase
Network Web Filter Software	Barracuda
Backup & Disaster Recovery	Barracuda
Remote Access Software	Team Viewer
E-mail Spam Filter Software	Titan HQ
Video Conferencing Software	Zoom, Cisco WebEx
VPN	Cisco Anyconnect
Amortization Software	Time Value
Server Monitoring Software	Uptime Robot
Email Filtering Software	ORF Fusion
Internet and Intranet Web Host	EVOGOV
Radiation Detection Software	RadComm Controller
Password Management Software	Keeper
Network Access Control	Forescout
Cloud Server	Microsoft Azure

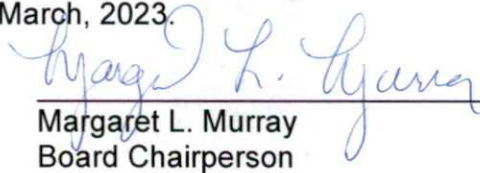
Motion by: M. Hall  
Seconded by: K. Bibbins

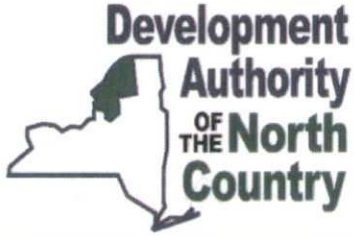
Bibbins - <b>Yes</b>	Hefferon - <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa - <b>Yes</b>
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Hall - <b>Yes</b>	Hollenbeck - <b>Absent</b>	McGrath - <b>Present</b>	Virkler - <b>Yes</b>

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-22 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson



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**Board Resolution No. 2023-03-23**  
**March 23, 2023**

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**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. 2023-03-23

## 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
Drone Equipment	Skydio
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

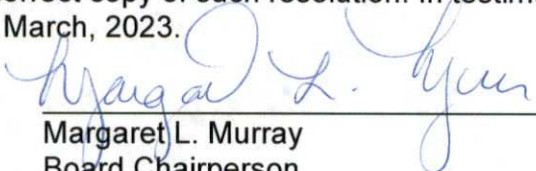
Motion by: D. Mastascusa  
Seconded by: E. Virkler

Bibbins - <b>Yes</b>	Hefferon - <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa - <b>Yes</b>
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Hall - <b>Yes</b>	Hollenbeck - <b>Absent</b>	McGrath - <b>Present</b>	Virkler - <b>Yes</b>

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-23 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson



## **Board Resolution No. 2023-03-24**

**March 23, 2023**

### **STANDARDIZING UPON CERTAIN EQUIPMENT FOR USE IN RELATION TO THE TELECOMMUNICATIONS 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, the construction of the Telecommunications Network 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 Telecommunications Network has shown the equipment 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 Telecommunications Network 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, 2) provide consistent troubleshooting for more rapid repair of customer troubles, 3) to enable replacement of like parts in the event of an equipment failure, 4) to enable a more efficient upgrade of our network, 5) to reduce the cost of having multiple vendor maintenance fees, 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 Telecommunications Network 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. 2023-03-24

Schedule A

TELECOMMUNICATIONS NETWORK  
EQUIPMENT STANDARDIZATION

CLASSIFICATION	MANUFACTURER/MODEL
Transport/Data/Media Conversion	Advantage Optics Ciena Cisco Systems Precision Optics
Monitoring	DPS Telecom Orion/SolarWinds
Electrical/Optical Cross Connect	ADC (TE Connectivity) Fiberone FIS Multilink
Power	J&M Schaeffer Vertiv
Superstructure	Moreng Telecom Pair Gain
DWDM	Ekinops Infinera
Fire Suppression	Sanders Fire and Safety
Fiber Panels	AFL Clearfield FDP (CO) FiberOne Multilink
Splice Case	Comscope Multilink

Motion by: K. Bibbins  
Seconded by: M. Hall

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon - **Yes**  
Henry - **Present**  
Hollenbeck - **Absent**

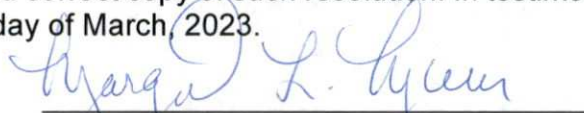
Hunt - **Present**  
MacKinnon - **Yes**  
McGrath - **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-24 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2023-03-25**

**March 23, 2023**

**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. 2023-03-25

### Schedule A

#### WATER QUALITY MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

<b>CLASSIFICATION</b>	<b>MANUFACTURER/MODEL</b>
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
Full Flow Pipe Flow Meters	Endress-Hauser Inc.
GPS Locating Equipment	Trimble
Grinder Pumps	Environmental One Corp. (E-ONE)
Open Channel Flow Meters	ISCO, Inc. HACH Company
pH Analyzers	HACH Company
Pressure Transmitters	Invensys Foxboro
Regional Water Line Compound Flow Meters	Master Meter, Inc.
Regional Water Line Control Valves	Ross Valve Manufacturing Company, Inc.
Remote Terminal Units (RTU)	Emerson Process Management/Bristol
Spread Spectrum RTU Radios	GE-MDS, LLC
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
Variable Frequency Drives	ABB

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

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon - **Yes**  
Henry - **Present**  
Hollenbeck - **Absent**

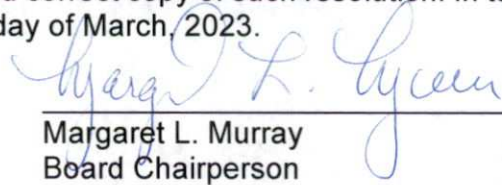
Hunt - **Present**  
MacKinnon - **Yes**  
McGrath - **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-25 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2023-03-26**

**March 23, 2023**

**TECHNICAL SERVICES AGREEMENT  
TOWN OF TUPPER LAKE  
WATER DISTRICT No. 1 IMPROVEMENT PROJECT**

Whereas, pursuant to **Resolution No. 2018-02-06**, the Development Authority of the North Country (Authority) and the Town of Tupper Lake (Town) entered into an Agreement dated January 29, 2018 to provide technical service assistance related to the implementation of water district consolidation, and

Whereas, part of this project involved the development of an Asset Management Plan for the Town's water system infrastructure, and

Whereas, the Town has requested additional technical services from the Authority related to the implementation of some of the recommendations within the Asset Management Plan, and

Whereas, the scope of the Authority's services will include technical services related to system upgrades and the potential expansion of the existing district for a not to exceed fee of \$12,000.

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: E. Virkler

Seconded by: A. MacKinnon

Bibbins - **Yes**

Hefferon - **Yes**

Hunt - **Present**

Mastascusa - **Yes**

Doheny - **Yes**

Henry - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Hall - **Yes**

Hollenbeck - **Absent**

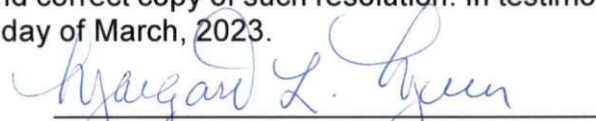
McGrath - **Present**

Virkler - **Yes**

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2023-03-26 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
WATER DISTRICT NO. 1 EXPANSION AND SYSTEM IMPROVEMENT PROJECT**

**WITH THE**

**TOWN OF TUPPER LAKE**

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

**TOWN OF TUPPER LAKE**, a municipal corporation of the State of New York having an office building and principal place of business located at 120 Demars Boulevard, Tupper Lake, New York 12986, herein after 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**

- A. The Authority has assisted the Town of Tupper Lake with many initiatives and projects throughout the last 10 years including a Water and Sewer District Consolidation Study, a water and sewer utility Asset Management Plan, Town Hall Access improvements project, Water District No. 3 system upgrades. The Authority is currently providing web-based GIS hosting services, and providing technical assistance related to North Country Infrastructure GIS Mapping Project, and redevelopment planning of the Little Wolf Beach/Campground Area.
- B. The Town of Tupper Lake now intends to undertake a distribution system improvement project for Water District No. 1 to address recommendations from the 2019 Asset Management Plan, and expand district boundaries to accommodate growth.
- C. The Town has requested technical services from the Authority to assist the Town with this project. At its Board meeting held on \_\_\_\_\_, the Board approved the Authority to assist the Town with this task. **A copy of this Resolution has been attached as Exhibit A.**
- D. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

## Agreement

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

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

### **A. Phase 1- Project Development**

The first phase of the project is to identify the technical, legal, and budget requirements for expanding the Water District 1 boundary to include the appropriate parcels, and the infrastructure improvements needed to serve the entire district.

#### **a. Project Management:**

The Authority will coordinate all aspects of the project through completion of the Preliminary Engineering Report (PER) needed to apply for project funding. Services will include: coordinating with Town and Village of Tupper Lake staff throughout the project duration; coordinating Town staff, Town Board and the Town Attorney to plan for district expansion; soliciting and coordinating the services of an engineering firm contracted by the Town, and attending six (6) Town Board meetings (as requested) to report on the project requirements and status.

#### **b. Development of the PER Request for Proposal (RFP):**

The Authority will work with the Town to develop a customized RFP package defining the scope of work the Town desires to complete. The process and RFP requirements shall comply with the November 15, 2022 New York State Revolving Fund Architectural/Engineering Services Procurement Memorandum for SRF Funded Projects.

#### **c. RFP Oversight**

The Authority will assist the Town in its selection of a firm for Town Board consideration by providing services to: conduct the RFP solicitation process; answer engineer questions during the RFP phase; attend and administer a pre-proposal meeting; open received proposals; provide a tabulation of responsive proponents; attend interviews, if requested; and review the proposed services agreement. The Town Board will make the final selection of the firm and execute the contract upon final recommendation of the Town Attorney.

#### **d. PER Preparation**

The Authority will manage the PER preparation process to a timely completion. The Authority will provide input to the PER development regarding the Town's needs and system operations, and review the PER once completed to provide final comments. Due to the possibility

of district expansion, PER preparation will need to account for the added users. The Authority will ensure the engineering firm includes the necessary information related to district expansion in the PER.

**B. Phase 2 - Project Implementation**

The second phase of the project will include developing a funding strategy to execute all project components, completing the district expansion process, implementing the loan and grant application process, and completing design and construction of the necessary improvements. If requested by the Town, the Authority can provide an amendment to assist in Phase 2 services.

2. The Town shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services shall not exceed \$12,000.

The fee is based on an anticipated 9-month project duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the Phase 1 scope of services is completed or at which time the Town elects to discontinue services. Should the Town elect to proceed with additional services related to the Water District No. 1 Distribution System Upgrades Project, the Authority will provide an amendment to this agreement with a not to exceed estimate for those services. 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.

TABLE 1

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
Director of Engineering	\$132	NA
Director of Water Quality	\$105	NA
Assistant Director of Engineering	\$100	NA
Controls Engineer	\$90	NA
Assistant Director of Water Quality	\$90	NA
Project Engineer	\$85	NA
GIS Supervisor	\$85	NA
Water Quality Supervisor Operations	\$85	NA
Water Quality Supervisor Mgmt Services	\$80	NA
Water Quality Senior Operator	\$67	\$86
Administrative Associate	\$62	\$80
Water Quality Operator	\$61	\$78

<b>Employee Wage Rate</b>	<b>Standard</b>	<b>Overtime</b>
GIS Analyst	\$60	NA
Water Quality Technician	\$55	\$69

3. The Town shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Town as additional insured on the liability policy.
5. 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.
6. 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 the willful malfeasance or negligent acts or omissions of the Town, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the 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 the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the 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.
8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the 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.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be

separate from and independent of all unrelated projects and activities of the Authority. The 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.

10. 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.
11. 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.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**TOWN OF TUPPER LAKE**

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

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

Carl E. Farone, Jr.  
Executive Director

Rick Dattola  
Supervisor



**Board Resolution No. 2023-03-27**  
**March 23, 2023**

**TELECOMMUNICATIONS DIVISION**  
**FY 2022-2023 CAPITAL BUDGET AMENDMENT**  
**AVANGRID DARK FIBER PROJECT**

Whereas, the Development Authority of the North Country authorized \$838,700 for Avangrid Dark Fiber Capital Project (30662) pursuant to **Resolution No. 2020-05-73**, and

Whereas, pursuant to **Resolution No. 2022-12-96** the Development Authority of the North Country increased the capital budget for the Avangrid Dark Fiber Capital Project (30662) by \$938,650 to \$1,777,350. Such increase was primarily for make ready work that will be reimbursed by Avangrid, and

Whereas, New York State Electric & Gas (NYSEG) owns the pole line along the required routes and recently changed its make ready process to require the Authority, as pole attachee, to pay for all make ready work; including the work that is required to correct pre-existing conditions on NYSEG poles, and

Whereas, this NYSEG requirement was not in place at the time the original project budget was established in May of 2020, therefore NYSEG make ready costs were not included in the original budget, and

Whereas, once the make ready work is complete and has been inspected by NYSEG, NYSEG will reimburse the Authority for funds expended to correct the pre-existing conditions; requiring the Authority to cash flow NYSEG make ready work expenditures, and

Whereas, the remainder of the required NYSEG make ready was competitively bid and resulted in an increase in the project budget of \$691,000. \$631,561 of such additional NYSEG make ready costs will be reimbursed to the Authority once the make ready work is complete and has been inspected by NYSEG, and

Whereas, additionally, approximately \$767,150 in previously authorized NYSEG make ready costs will be reimbursed to the Authority as individual segments of the project are completed and have been inspected by NYSEG, and

Whereas, Authority Telecom capital reserves are sufficient to cover these additional project costs, and

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country herewith authorize the Chief Financial Officer to increase the budget for Capital Project 30662 (Avangrid Dark Fiber) from \$1,777,350 to \$2,468,350.

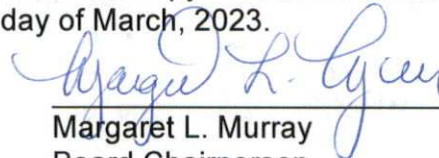
Motion by: A. MacKinnon  
Seconded by: M. Hall

Bibbins - <b>Yes</b>	Hefferon - <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa - <b>Abstained</b>
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon - <b>Yes</b>	Murray - <b>Yes</b>
Hall - <b>Yes</b>	Hollenbeck - <b>Absent</b>	McGrath - <b>Present</b>	Virkler - <b>Yes</b>

\*- indicates attendance via videoconference.

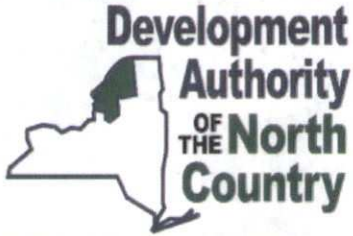
#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-27 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.



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Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2023-03-28**

**March 23, 2023**

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**COMMUNITY DEVELOPMENT LOAN FUND  
NORTH COUNTRY CHILDREN'S MUSEUM  
LOAN**

Whereas, the North Country Children's Museum ("Children's Museum") is requesting \$200,000 from the Community Development Loan Fund to assist with improvements to real property and new exhibits at its property at 10 Raymond Street, Potsdam, and

Whereas, the Children's Museum received \$1,400,000 in funding through the Village's Downtown Revitalization Initiative grant, and

Whereas, the project will expand the operations of the Children's Museum by adding new exhibits to formerly underutilized, improved space, and

Whereas, the Children's Museum has already secured a significant amount of contributions and donations and is working to secure additional amounts, and

Whereas, the Children's Museum is a tourist destination in St. Lawrence County, and

Whereas, the project meets the requirements of the Community Development Loan Fund.

Now, therefore be it

**RESOLVED, Development Authority of the North Country does hereby approve a loan in the amount of \$200,000 from the Community Development Loan Fund to the North Country Children's Museum at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and be it further**

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

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

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon - **Yes**  
Henry - **Present**  
Hollenbeck - **Absent**

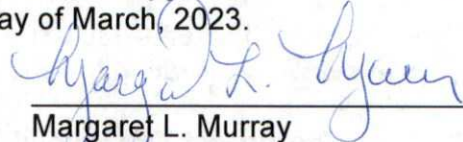
Hunt - **Present**  
MacKinnon - **Yes**  
McGrath - **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-28 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.



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Margaret L. Murray  
Board Chairperson

## TERM SHEET

Borrower: North Country Children's Museum

Loan Fund: Community Development Loan Fund

Amount: \$200,000

Loan Term: 240 months

Loan Rate: ½ Wall Street Journal Prime plus 1 set 5 days prior to loan closing

Loan Payment: Monthly principal and interest payments

Collateral: Second mortgage and assignment of rents and leases on 10 Raymond Street, Potsdam, NY. [If Community Bank construction loan still being utilized, DANC will be in a third mortgage position and assignment of rents and leases until the construction loan is paid in full at the completion of the project.]

Lien on all machinery and equipment, furniture and fixtures, accounts receivable, and general intangibles of North Country Children's Museum.

Conditions: Proof of all funding commitments to complete the project prior to disbursing the DANC funds.  
Any required permits or approvals, as necessary

## Community Development Loan Fund

**BORROWER:** North Country Children's Museum

**BUSINESS LOCATION:** 10 Raymond Street, Potsdam, NY 13676

**PROJECT LOCATION:** 10 Raymond Street, Potsdam, NY 13676 (tax parcel 64.058-4-42.12)

**OWNERSHIP:** 501 C 3 not for profit

**OFFICERS:**

Nikki Coates	President
Rivka Eckert	Vice President
Selma Mededovic	Treasurer
Cynthia Mondesir	Secretary
April Vasher-Dean	Sharon Vegh Williams
David Trithart	Ana Estevez
Nancy Griffin	

**AMOUNT:** up to \$200,000

**TERM:** 20 year amortization

**RATE:** ½ Wall Street Journal Prime plus 1 set 5 days prior to closing

**PAYMENTS:** Monthly principal and interest

**COLLATERAL:** Second mortgage behind Community Bank on real estate located at 10 Raymond Street, Potsdam, NY 13676; assignment of rents and leases; lien on assets

**GUARANTORS:** None

**EMPLOYEES:**

Current:	9 FTE
Years 1-3:	3 FTE
Total:	12 FTE

### SOURCES OF FUNDS

Authority Loan	\$ 200,000.00
DRI Grant	\$1,400,000.00
Donations/Contributions	\$1,075,000.00
Fundraising	\$ 625,000.00
Cash	\$ 200,000.00
Total Sources	\$3,500,000.00

### USES OF FUNDS

Construction	\$2,382,000.00
Exhibits	\$ 918,000.00
Architect/Conting.	\$ 200,000.00
Total Uses	\$3,500,000.00

## Community Development Loan Fund

Community Bank-Approved \$625,000 non-revolving construction line-of-credit.  
DRI Grant-They received a commitment for \$1,400,000. Grant is paid out quarterly.  
Donations/Contributions-They have received commitments totaling \$1,075,000  
Fundraising-This is funding that they still need to secure. They have a Gala planned for June 2023 with a goal of \$50,000 and are applying to other grant sources as well as private and corporate donors.  
Cash-Approved by board. If necessary, the board has given ok to use an additional \$100,000 if fundraising is lower.

The North Country Children's Museum (the Museum) is seeking \$200,000 in permanent funding from the Community Development Loan Fund in order to complete the renovation of the museum's unfinished second floor space with new exhibits and a family resource room, as well as renovations to increase the building's accessibility, and to add office, storage, and restrooms. The total estimated project cost is \$3.5 million of which 76% has been secured. The estimated start date is March 13, 2023 and the completion date is summer 2024. The Museum may not need the CDLF loan if it is able to exceed fundraising goals.



### HISTORY:

Since its founding in 2012 as a Museum Without Walls, the North Country Children's Museum has developed a strong track record for both organizational management and fundraising. First, it was able to purchase and renovate the museum's permanent location and, after only four years in its permanent location, to expand into the building's unused second floor.

The museum began as a Museum Without Walls, traveling to summer festivals and farmers markets to generate public interest in a permanent museum. The Museum developed an initial Business Plan in 2013. The organization incorporated in 2013 after forming a volunteer board of directors in 2012.

The response to the proposed permanent children's museum was overwhelmingly positive, and thus the organization embarked on a campaign to raise \$1.1 million to purchase and renovate an 1840s barn building that had been used most recently by a tile company, which is no longer in business. (The building had been vacant for ten years.) The Museum hired Alchemy Studios to design and build the exhibits. A classroom, office and storage space were constructed. In 2018, the museum opened its doors to the public in its current, permanent location at 10 Raymond St, just west of downtown Potsdam's main artery, Market Street.

### PROJECT:

The North Country Children's Museum's (NCCM) Second Floor Expansion Project will include permanent exhibits with North Country themes, including a Maple Forest Climber, an authentic Amish house, Physics Trail, Kids Stage Theater, and Music & Sound Lab, an additional program room; an elevator;



## Community Development Loan Fund

expanded office space; a remodeled classroom on the first floor to accommodate the elevator; additional storage; a new roof with a skylight incorporated; additional bathroom facilities; and a remodeled museum entryway to accommodate emergency exit stairs.

A more detailed breakdown of the uses of funds is as follows:



In terms of project cash flow, they will be completing the building construction in December 2023. The exhibit design will be complete in April 2023, however, they are taking a 6-9 month pause before starting exhibit fabrication (\$786,000) to give them sufficient time to complete the fundraising. Depending on the fundraising achieved, they will begin exhibit fabrication between January-June 2024. If the CDLF funds are needed by the Museum, they estimate they would come into the project around January 2024. Since the Authority does not provide pre-approval letters, staff has underwritten the loan taking into consideration that the funds may or may not be needed until later in 2024.

After only four years in its permanent location, the Museum has outgrown its current 3,500 sq ft space. With the second-floor expansion, it will support regional tourism by increasing pedestrian traffic to this historic downtown district.

The second-floor expansion project is part of the museum's five-year strategic plan that was developed and approved by the board in 2018 when the permanent facility opened to the public. At that time, the board planned for a future expansion into the second-floor space when possible.

The Museum is located in a renovated 1840s-era building in the historic downtown district in Potsdam, NY. The Museum currently occupies the first floor of the building, with an unfinished second floor that will be renovated to include the new exhibits. Architect Brooks Washburn is leading the design, renovation, and construction of the building. Renowned exhibit designers, Blue Rhino Design, will create a world class visitor experience in this currently unoccupied space.

With the expansion, museum attendance is projected to double to 40,000 visitors annually after five years. Projections are based on current visitor attendance as well as five-year population estimates and income projections for a 50-mile area served by the museum. In addition to the projections of population and household income, a part of this increase in visitorship is projected because the new exhibits are targeted to reach a broader age range of children with a focus on exhibits that challenge 9-12-year-olds.

The project will also allow for more school field trips with the addition of a program room and new permanent exhibits that are being designed for repeat visitors. Teachers will be asked to

## Community Development Loan Fund

measure their students' achievement of learning objectives as a result of their visit to the museum. Currently, school field trips bring about 1,000 students to the museum each year.

As a result of the expansion, the museum's workforce will expand to include: three additional part-time museum educators, increased contract work for bookkeeping and cleaning services, and 40 construction jobs to complete the project.

### MARKET ANALYSIS:

The Museum is the only children's museum within a two-hour drive; a difficult trip to make for families with young children. (The closest children's museum is in Ottawa; a trip across the international border that is not easily accessible for many families.) The Museum is a major attraction for the region with 20,000 visitors annually. It provides support and resources for families and schools in our region, serving as a revived town square and meeting place where families come together with the shared goals of supporting children.

The Museum's member families are located primarily in St. Lawrence County, with the largest concentration coming from the towns of Potsdam and Canton. Some members are from Franklin County, Jefferson County, and Ontario, Canada. This area is roughly 50 miles from Potsdam. (Note: The data provided by the Small Business Development Center at SUNY Canton is reported for 5, 25 and 50 miles from the museum. Thus, figures in the 50-mile radius have been used here)

The Museum is located in St. Lawrence County, the sixth poorest county in New York State.(see [www.census.gov/quickfacts/fact/table](http://www.census.gov/quickfacts/fact/table) "A Comparative Look at County Poverty Levels"). The data shows that 19.3% of households in the county – 19,142 households -- are living at or below the poverty level. 37 percent of families in the village of Potsdam live at or below the poverty line, and fifty percent of children in St. Lawrence County are eligible for free/reduced lunches. (US Census). The museum serves children 12 years of age and younger and their families.

The museum provides needs-based discounted memberships and scholarships in all classes and camps to ensure full access to all families regardless of income. In the experience of the museum's director and her team, the county's poverty lends itself to grant writing more so than raising funds from individuals and corporations. Despite this lack of personal wealth in the area, the museum has raised 76% of its estimated project costs, with pending grants and a public campaign in progress to raise funding needed for the project.

### FINANCIALS:

#### Historical

	<u>6/30/21</u>	<u>6/30/22</u>	<u>1/31/23</u>
Total Revenue	\$255,503	\$465,385	\$260,579
Expenses			
Salary & Wages	\$115,612	\$118,800	\$ 87,549
Payroll Taxes	\$ 8,778	\$ 9,002	\$ 6,697
Other Fringe Benefits	\$ 2,478	\$ 3,701	\$ 1,958

## Community Development Loan Fund

Advertising	\$ 4,203	\$ 8,112	\$ 4,060
Bank and Credit Card Service Charges	\$ 2,273	\$ 3,109	\$ 2,602
Casual Labor	\$ 1,724	\$ 6,456	\$ 4,331
Conferences and Education	\$ 550	\$ 500	\$ 3,023
Dues and Subscriptions	\$ 967	\$ 1,124	\$ 619
Insurance	\$ 11,273	\$ 9,991	\$ 1,459
Interest Expense	\$ 3,190	\$ 2,977	\$ 2,008
Investment Expenses	\$ 369	\$ 374	\$
Licenses/Permits	\$ 417	\$ 345	\$ 32
Miscellaneous Expenses	\$ 94	\$ 5,251	\$ 134
Office Supplies	\$ 6,510	\$ 5,755	\$ 3,450
Postage and Shipping	\$ 355	\$ 405	\$ 15
Program Supplies	\$ 8,367	\$ 8,466	\$ 7,407
Professional Fees	\$ 6,564	\$ 15,480	\$ 11,130
Repairs and Maintenance	\$ 16,296	\$ 19,907	\$ 12,940
Travel	\$ 0	\$ 1,578	\$ 30
Utilities	\$ 4,982	\$ 5,965	\$ 3,173
Depreciation and Amortization	<u>\$ 46,538</u>	<u>\$ 51,461</u>	<u>\$ 0</u>
Total Expenses	\$241,540	\$278,759	\$152,617
Change in Net Assets from Operations	\$13,963	\$186,626	\$107,962
Other Income/(Expenses)	\$ 8,435	\$(3,978)	\$ 666
Total Change in Net Assets	\$22,398	\$182,648	\$108,628
Add back: Depreciation	\$46,538	\$51,461	\$0
Add back: Interest Expense	<u>\$3,190</u>	<u>\$ 2,977</u>	<u>\$2,008</u>
Cash Available for Debt	\$33,294	\$237,086	\$110,636
Debt Service-Community Bank*	\$7,059	\$7,059	\$7,059
Debt Service-DANC**	<u>\$15,674</u>	<u>\$15,674</u>	<u>\$15,674</u>
Total Debt Service	\$22,733	\$22,733	\$22,733
DSC Ratio	1.46	10.43	4.87

\*Community Bank-\$588.24/month

\*\*Assumes 20 years based on today's interest rate, 4.875%, actual rate set at ½ Wall Street Journal Prime plus 1 set 5 days prior to loan closing. \$1306.14/month

- The historical financial information for 2021 and 2022 was from the applicant's Independent Accountant's Review Report. The 2023 information was internally prepared by the applicant.
- Since its founding as a traveling Museum Without Walls in 2012, and opening doors to the permanent facility in 2018, the Museum has raised all necessary financial resources for operating costs, cash reserve, endowment, and short and long-term capital needs.

## Community Development Loan Fund

Even during the mandated COVID-related closure, the museum was able to keep its staff on payroll and the community engaged by providing virtual programs for families to do at home using ordinary household items, creating community-wide outdoor events, and offering take-home science kits for families.

- In 2022, of the \$465,385 in revenues, \$259,050 was from grants of which \$171,000 was with donor restrictions. The applicant did release \$98,298 in funds with donor restrictions for unrestricted use. Otherwise, 16.8% of revenues were from admissions, 14.3% from monetary contributions, 8.5% from memberships, and 1.3% from fundraising (net of expenses). The organization's PPP loan was forgiven on September 21, 2021 and was recognized as other operating income at June 30, 2022. This was \$22,182.
- Primary expenses are in payroll and payroll expenses, depreciation, repairs and maintenance, professional fees, insurance and advertising. Their only debt is a small mortgage with Community Bank.
- Since 2021, the organization has run very well with a positive change in net assets in each year.
- The Museum has met and surpassed all fundraising goals since its founding in 2012.

### Projections

- Projections were not provided as historical operations support future DANC debt.
- The Museum did provide assumptions for future projections.
  - Private and business donations are expected to increase by 20% in the years following the new addition.
  - Increase public fundraisers to pre-pandemic levels.
  - The Museum was awarded multi-year operating grant income from NYSCA & St. Lawrence County Youth Bureau
  - Ticket and program sales are expected to double due to increased exhibits with broadened interest for 8-12-year-old visitors and additional classes and camps.

Cost of Goods and overhead expenses will remain steady with the following changes:

- Salaries and payroll expenses will increase with the new hires.
- Utilities, maintenance, insurance, and cleaning fees will be higher for the new space.
- Credit card fees will increase with the per transaction fee based on increased ticket sales.

### Balance Sheet

	6/30/2021	6/30/2022	1/31/23
Current Assets	\$300,742	\$2,038,821	\$2,476,633
Fixed Assets	\$779,525	\$750,516	\$955,660
Other Assets	\$0	\$57,083	\$0
<b>Total Assets</b>	<b>\$1,080,267</b>	<b>\$2,846,420</b>	<b>\$3,432,293</b>
Current Liabilities	\$47,405	\$1,625,058	\$2,043,859
Long-Term Liabilities	\$49,480	\$42,832	\$47,993
<b>Total Liabilities</b>	<b>\$96,885</b>	<b>\$1,667,890</b>	<b>\$2,091,852</b>

## Community Development Loan Fund

Net Assets	\$983,382	\$1,178,530	\$1,340,441
Total Liabilities & Net Assets	\$1,080,267	\$2,846,420	\$3,432,293

- Primary current assets are in grants receivable of \$1,593,500 in 2022 and \$2,031,100 as of 1/31/2023. This is offset by deferred revenue. The Museum has recurring grants receivable from the NYS Council on the Arts (General Support) of \$49,500 and the St. Lawrence County Youth Board, \$4,000.
- Primary current liabilities are in deferred revenue (grant awards) of \$1,593,500 in 2022 and \$2,031,100 as of 1/31/2023.
- Long term debt is the Community Bank mortgage.
- At 6/30/2022, the Museum had \$1,066,113 in total net assets without restrictions. Of this amount, \$33,389 was board designated for endowment.

### Credit:

The North Country Children's Museum's Logic Score is a low risk score of 89, with an average business failure assessment. The days beyond terms are reported to be 5 or less. It has no derogatory public records, collection accounts, or pending lawsuits. It has 2 UCC filings, and no OFAC records were found.

### Collateral Analysis

	Full Market Value*	Discount
10 Raymond Street, Potsdam	\$327,600	
Discounted at 70% LTV		\$229,320
Improvements	\$2,382,000	
Discounted at 70% LTV		\$1,667,400
<b>Total</b>	<b>\$2,709,600</b>	<b>\$1,896,720</b>
Existing Community Bank	\$48,000	\$48,000
Development Authority	<u>\$200,000</u>	<u>\$200,000</u>
Total Debt	\$248,000	\$248,000
<b>Total LTV</b>	<b>9.2%</b>	<b>13%</b>

\*Assessed value from St. Lawrence County tax records. Even if the Authority closes on its loan while the Community Bank construction loan of \$625,000 is outstanding, there is still a LTV of 32.2% at full market value and 46% at Discount. Given the assessed value and improvements to the facility, staff does not see the need to request an appraisal as the assessed value alone is sufficient for a 1:1 LTV.

### CONTINGENCIES:

- Proof of all funding commitments to complete the project prior to disbursing the DANC funds.
- Any required permits or approvals, as necessary

## **Community Development Loan Fund**

### **STAFF RECOMMENDATION:**

Staff recommends loan of up to \$200,000 from the Community Development Loan Fund for permanent funding to the North Country Children's Museum with the above contingencies.



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**Board Resolution No. 2023-03-29**

**March 23, 2023**

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**COMMUNITY RENTAL HOUSING PROGRAM  
GOCO MASSENA, LLC  
LOAN**

Whereas, GoCo Massena LLC is requesting \$500,000 from the Community Rental Housing Program to create 6 units of residential apartments at 30 Main Street, Massena, and

Whereas, GOCO Massena, LLC plans to substantially renovate the JJ Newberry Building located at 30 Main Street in downtown Massena into first floor commercial space and upper level apartments, and

Whereas, this is identified as a transformational project in the Village of Massena's Downtown Revitalization Initiative Award.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby approve a loan commitment in the amount of \$500,000 from the Community Rental Housing Program to GOCO Massena, LLC at the terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or Chief Financial Officer to execute all documents necessary to make the loan, and be it further

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

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

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon – **Yes**  
Henry - **Present**  
Hollenbeck – **Absent**

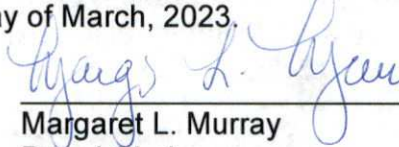
Hunt - **Present**  
MacKinnon – **Yes**  
McGrath – **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-29 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.



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Margaret L. Murray  
Board Chairperson

## TERM SHEET

Borrower: GOCO Massena, LLC

Loan Fund: Community Rental Housing Program

Amount: \$500,000.00

Loan Term: 240 months

Loan Rate: ½ Wall Street Journal Prime plus 1 set 5 days prior to loan closing

Loan Payment: Construction-period interest-only; then principal and interest to fully amortize the loan over 240 months

Collateral: Construction Period: Third mortgage on real estate located at 30 Main Street, Massena, NY 13662 and assignment of rents and leases

Permanent Financing: Second mortgage on real estate and assignment of rents and leases on real estate located at 30 Main Street, Massena, NY 13662.

Lien on all business assets of GOCO Massena LLC

Guarantors: William V. Fiacco and Susan M. Fiacco

Conditions:

- Owner cash equity of \$168,500
- Downtown Revitalization Initiative financing of \$1,633,000
- NY Main Street Stabilization Grant of \$500,000
- ESD Grant of \$163,681
- DANC Redevelopment Funding loan of \$300,000 (\$150,000 Grant/\$150,000 Loan)
- Construction loan financing of at least \$2.5 million
- Third party broker opinion or as completed appraisal with a minimum value of \$860,000 for a 1:1 loan-to-value
- Guarantees from William V. Fiacco and Susan M. Fiacco
- Copies of invoices or AIAs and cancelled checks or bank statements
- Loan will be disbursed as construction loan
- All necessary permits and approvals

Development Authority of the North Country  
March 15, 2023

BORROWER:	GoCo Massena LLC
PERSONAL ADDRESS:	7812 Valencia Court, Naples, FL 34113
PROJECT ADDRESS:	30 Main Street, Massena, NY 13662 (parcel #9-.059-9-53)
PROGRAM:	Community Rental Housing Program
AMOUNT REQUESTED:	\$500,000
LOAN TERM:	Construction period interest only; amortize over remaining 240 months
INTEREST RATE:	½ Wall Street Journal Prime plus 1 set five days prior to closing.
PRIMARY COLLATERAL:	Third mortgage on real estate during construction phase located at 30 Main Street, Massena, NY 13662 [second mortgage position with DANC CRHP funds upon take-out of bank financing behind Massena Savings and Loan first mortgage]; assignment of leases and rents
OWNERSHIP:	William V. Fiacco – 50% Susan M. Fiacco – 50%
GUARANTORS:	William V. Fiacco and Susan M. Fiacco

SOURCES:		USES:	
DANC-Redevelopment Fund	300,000	Roof, façade, windows	563,500
DANC-Community Rental Housing Program	500,000	Elevator	163,201
NY Main Street Stabilization Grant	500,000	New apartments	920,000
ESD Grant	163,681	Main floor, hvac, utilities	1,070,000
Downtown Revitalization Initiative Grant	1,633,000	Demolition	82,000
Owner Cash	168,500	Environmental cleanup	139,480
		Professional Services	127,000
		Contingencies	<u>200,000</u>
Total Sources	<u>\$3,265,181</u>	Total Uses	\$3,265,181

DRI Grant-committed  
NY Main Street Grant-committed  
ESD Grant-committed

DANC Redevelopment Loan-committed- 20 years at 1%.

\*\*Massena Savings and Loan provided a letter in support of up to \$3 million in construction financing with grant and funding commitment letters. Underwriting assumes \$2.5 million in construction financing as DANC CRHP and Redevelopment Funds go in during construction.

Development Authority of the North Country  
March 15, 2023

**PROJECT OVERVIEW:**

Bill and Susan Fiacco own GOCO Massena LLC and are proposing to renovate the JJ Newberry Building located 30 Main Street, Massena. The facility once operated as a department store. Constructed in 1916, the property is located at the intersection of Main Street and Andrew Street.



GoCo Massena purchased the building in the summer of 2021 and is proposing a full modernization of the building. The project will redevelop the building into a mixed-use development. They propose six residential apartments of varying types each with a downtown view and access to the rooftop deck. The 2<sup>nd</sup> floor rooftop/outdoor space can be separated into space for the residents as well as for first floor tenants to use the space for outdoor dining and the like to support their businesses. Access includes a minimum of two staircases, as well as a proposed elevator.

Redevelopment Funds will be used to assist with improvements to the building. The funds will not be used on the residential units. The Authority's Community Rental Housing Program funds will be used toward the residential units.

The main floor will focus on flexible tenant space to include an interior "walking main street" to connect the Main Street access of the building directly with the back parking lot, and provide access to shops, restaurants, and/or office space. The building design allows flexible space utilization on the first floor, with space available from 500 sq ft to 13,000 sq ft. Six public access doors to Main and Andrew Streets will also enable flexible use of the building. The newly refurbished municipal parking lot is also readily available for tenant customers.

Development Authority of the North Country  
March 15, 2023

The applicant expects the average rates for the apartments to be \$950/month for the two bedroom, two bath apartments. The rates for the commercial space will average \$500/mo for 500 sq ft to \$12-\$14/sq ft for larger spaces.

The location is highly visible in downtown Massena. The project was identified as a transformational project through the Village's Downtown Revitalization Initiative and received \$1,633,000 in funding. The project is also located in an area of the Village that has undergone significant investment. The Authority participated in a redevelopment project at 2-4 Water Street as well as 38 Water Street. Both are located near this project. The 38 Water Street project is owned by the Fiaccos. They received \$250,000 from the Redevelopment Fund for this project of which \$125,000 was grant and \$125,000 was loan. The current balance on their loan is \$108,388. They have always paid as agreed.

#### Market

The residential rental market in Massena is quite strong, with a lack of quality inventory available. Given the already started and anticipated continuation of a resurgence of downtown, quality rental units in downtown are in high demand. The two most recently completed buildings (Mercantile Building and The Gristmill) have had excellent success in renting the apartments available, with Mercantile's three apartments averaging over \$1,500 /mo, and the Gristmill's 2 apartments averaging \$1,350. It is anticipated that a slightly more moderately priced, new apartments will have extremely high demand. The uniqueness of the downtown views and the rooftop deck overlooking the Grasse River, will add to the marketability of the units. The elevator installation will add to the accessibility and increase the size of the tenant pool.

The commercial leasing side of the business in downtown also shows increasing strength. Massena is starved for clothing options, entertainment, and other retail shops, as well as high quality office space. The uniqueness of the high character facades, flexible sized spaces, several access doors to the main intersection in town, the rooftop deck and parking (street parking, behind the building parking and, the municipal parking lot) all add to the ability to attract tenants. Together with the DRI successful grant in Massena and a likely micro-grant option for smaller startups, the opportunity to incubate new businesses as well as attract more established businesses is stronger now than in many years.

Already early inquiries for the space have included a gym, a coffee roasting shop, a pottery shop, a gifts/sandwich shop, a clothing/outdoor store, a yoga/aerial silk studio, and a distillery. The applicant will also target office space tenants for the more interior spaces. Those tenants that are looking for quality space with a more vibrant atmosphere than other offerings in downtown Massena.

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**MANAGEMENT:** Mr. Fiacco is a Massena native. He has a Mechanical Engineering Degree from Clarkson University and a Master's of Science Degree in Management from Purdue University. He is currently a Senior Vice President at Schindler Elevator Company, Morristown, New Jersey.

Ms. Fiacco is a native of Glen Cove, Long Island. She graduated from the University of Virginia with a Bachelor of Science Degree from the McIntire School of Commerce with a double major in Finance and Management Information Systems. She is currently Portfolio Lead Executive, Audit Solutions for KPMG, LLC, Montvale, New Jersey.

Both claim to have significant residential property management, renovation and leasing experience.

Development Authority of the North Country  
March 15, 2023

**FINANCIAL ANALYSIS:**

**Income Statement**

FYE December 31	Projected	Projected	Projected
	Year One	Year Two	Year Three
Revenues	\$59,280	\$188,040	\$191,801
Expenses	\$134,252	\$136,430	\$138,674
Net Income	(\$74,972)	\$51,610	\$53,127
Add: Principal/Interest	\$61,636	\$61,636	\$61,636
Cash Available for Debt Service	(\$13,336)	\$113,246	\$114,763
DANC Redevelopment Loan	\$8,278	\$8,278	\$7,058
DANC CRHP Loan	\$39,184	\$39,184	\$39,184
Massena S&L Mortgage	\$4,363	\$4,363	\$4,363
Total Permanent Loans	\$51,825	\$51,825	\$51,825
<b>Loan to Value</b>	(.28)	2.19	2.21

Massena S&L Mortgage-20 years at 4%, \$363.59/month  
DANC CRHP-20 years ½ WSJ Prime plus 1, approx.. \$3,265.35/mo  
DANC Redevelopment Loan-20 years at 1%, \$689.84/mo

- Assumptions based upon the first full year of operation upon completion of construction.
- Projected revenue assumes \$1,150 per month for the 4 2-bedroom apartments, and \$800 per month for the 2 1-bedroom apartments. In year one they estimate occupancy at 70% for both the 1 and 2 bedroom units. They estimate \$7,200 in revenue for leased space in the basement in year one. This is 20% occupancy. The basement will have 12,000 s/f of leasable space at \$3/sf. No revenue is projected from the first floor commercial space in year one. The first floor commercial space is 12,000 s/f at \$14/sf.
- In years 2-3, they assume 85% occupancy for the residential spaces or \$63,240 in year 2 and \$64,505 in year 3. They assume 70% occupancy for the 1<sup>st</sup> floor commercial space, or \$117,600 in year 2 and \$119,952 in year 3. They assume that they will continue to rent 20% of the basement space in years 2 and 3.
- Total annual revenues if at 100% occupancy would be \$278,400.
- Primary expenses include property taxes of approximately \$5,416 in year one with a slight escalator thereafter. This assumes the 485A exemption. Expenses also include insurance, \$12,000, utilities, \$23,400, and a building maintenance fund, \$21,600.
- The property is eligible for a 485-a exemption which would keep the building's assessed value at its current level for 8 years. It would then gradually increase to 100% valuation over the 3 years with full taxation in year 12.

Development Authority of the North Country  
March 15, 2023

- The above cash flow analysis assumes that the Development Authority's Redevelopment Loan and CRHP loan as well as the small mortgage will be the only permanent debt in the project upon completion of construction. The bank construction loan will be repaid by the DRI, ESD, and Main Street grants.
- The applicants will need to contribute personal funds to cover debt service in year one. If all assumptions hold true there will be sufficient cash flow to repay debt in subsequent years. Personal cash will be used for working capital.

	<b>At Closing</b>
Current Assets	\$0
Fixed Assets	\$3,325,181
Total Asset	\$3,325,181
Current Liabilities	\$24,076
Long Term Liabilities	\$682,894
Total Liabilities	\$706,970
Equity	\$2,618,211
Total Equity and Liabilities	\$3,325,181

- This project assumes that all funds will go toward the completion of building renovations to complete six residential apartments and commercial space in turn-key condition for a tenant. Therefore, there is no cash listed on the balance sheet at closing.
- The fixed assets include the acquisition cost of \$60,000.
- There is negative working capital at the inception of the project as no cash is projected to be injected at the loan closing. As noted above under the cash flow analysis, the applicants will need to contribute their personal resources to cover debt service in year one. Based upon their personal financial statement they have adequate net worth to cover these payments personally.

**MANAGEMENT:** The Fiaccos' list \$8,562,000 in assets and \$923,000 in liabilities. Primary assets are in IRA and other retirement accounts, \$5 million, stocks and bonds, \$762,000, and real estate, \$2,329,000. Real estate is comprised of their primary residence in Naples, Florida and two properties in Massena owned by GoCo Ventures. Liabilities are mortgages totaling \$923,000. They list combined salaries of \$99,000 and investment income from real estate of \$50,400. Bill has a TransUnion credit score of 848 with no derogatory comments. He shows total liabilities of \$905,131 with \$905,021 in mortgages.

**COLLATERAL:**

	<b>Cost</b>	<b>Discount</b>
Building acquisition with improvements	\$3,198,000	
Discounted at 70%		\$2,238,600
Less: Massena Savings & Loan	\$60,000	\$60,000
DANC CRHP Loan	\$500,000	\$500,000
DANC Redevelopment Loan/Grant	<u>\$300,000</u>	<u>\$300,000</u>
Total Loans:	\$860,000	\$860,000
LTV for All Loans:	26.9%	38.4%

Development Authority of the North Country  
March 15, 2023

The current assessed value for the land is \$31,700 and the property is \$63,000 per the St. Lawrence County Real Property Records.

**CONDITIONS:**

- Owner Cash of \$168,500
- Construction loan of \$2,500,000
- Downtown Revitalization Initiative Grant of \$1,633,000
- NY Main Street Stabilization Grant of \$500,000
- ESD Grant of \$163,681
- DANC Redevelopment Funding of \$300,000 (\$150,000 Grant/\$150,000 Loan)
- Third party broker opinion or as completed appraisal with a minimum value of \$860,000.
- Copies of invoices or AIA reports
- All necessary permits and approvals



**Board Resolution No. 2023-03-30**  
**March 23, 2023**

**NORTH COUNTRY REDEVELOPMENT LOAN FUND**  
**GOCO MASSENA, LLC**  
**RATIFYING LOAN**

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

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

Whereas, the Regional Loan Review Committee met on February 27, 2023 to review an application from GOCO Massena, LLC, and

Whereas, GOCO Massena, LLC proposes to renovate the currently vacant building located at 30 Main Street, Massena into six market rate apartments and commercial space, and

Whereas, this is identified as a transformational project in the Village of Massena's Downtown Revitalization Initiative Award, and

Whereas, the Regional Loan Committee is recommending a commitment of up to \$300,000, comprised of a \$150,000 loan and a \$150,000 grant consistent with the program guidelines.

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of up to \$300,000 (\$150,000 loan/\$150,000 grant) from the North Country Redevelopment Fund to GOCO Massena, LLC at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program requirements, and further authorizes the Executive Director or Chief Financial Officer to execute all documents necessary to make the loan, and be it further

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

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

Bibbins - **Yes**  
Doheny - **Yes**  
Hall - **Yes**

Hefferon – **Yes**  
Henry - **Present**  
Hollenbeck – **Absent**

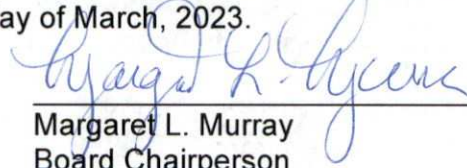
Hunt - **Present**  
MacKinnon – **Yes**  
McGrath – **Present**

Mastascusa - **Yes**  
Murray - **Yes**  
Virkler - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson 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. 2023-03-30 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.



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Margaret L. Murray  
Board Chairperson

## TERM SHEET

Borrower: GOCO Massena, LLC

Loan Fund: North Country Redevelopment Fund

Amount: up to \$300,000 (\$150,000 loan/\$150,000 grant)  
(New York State Empire State Development Funding); grant  
to loan always 1:1

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: Construction-period interest-only; then principal and interest  
to fully amortize the loan over 240 months

Collateral: Construction Period: Third mortgage on real estate located  
at 30 Main Street, Massena, NY 13662 and assignment of  
rents and leases

Permanent Financing: Second mortgage on real estate and  
assignment of rents and leases on real estate located at 30  
Main Street, Massena, NY 13662.

Lien on all business assets of GOCO Massena LLC

Guarantors: William V. Fiacco and Susan M. Fiacco

Conditions:

- Owner cash equity of \$168,500
- Downtown Revitalization Initiative financing of \$1,633,000
- NY Main Street Stabilization Grant of \$500,000
- ESD Grant of \$163,681
- DANC Community Rental Housing Program loan of  
\$500,000
- Construction loan financing of at least \$2.5 million
- Third party broker opinion or as completed appraisal with a  
minimum value of \$860,000 for a 1:1 loan-to-value
- Recapture Provision over 10 years on grant portion
- Funds cannot be utilized for residential units
- Guarantees from William V. Fiacco and Susan M. Fiacco
- Copies of invoices and cancelled checks or bank  
statements
- Loan will be disbursed as construction loan
- All necessary permits and approvals

Development Authority of the North Country  
March 15, 2023

BORROWER:	GoCo Massena LLC
PERSONAL ADDRESS:	7812 Valencia Court, Naples, FL 34113
PROJECT ADDRESS:	30 Main Street, Massena, NY 13662 (parcel #9-.059-9-53)
PROGRAM:	North Country Redevelopment Fund
AMOUNT REQUESTED:	up to \$300,000 (\$150,000 loan/\$150,000 grant) 1:1 loan to grant
LOAN TERM:	Construction period interest only; amortize over remaining 240 months
INTEREST RATE:	1%
PRIMARY COLLATERAL:	Third mortgage on real estate during construction phase located at 30 Main Street, Massena, NY 13662 [second mortgage position with DANC CRHP funds upon take-out of bank financing behind Massena Savings and Loan first mortgage]; assignment of leases and rents
OWNERSHIP:	William V. Fiacco – 50% Susan M. Fiacco – 50%
GUARANTORS:	William V. Fiacco and Susan M. Fiacco

SOURCES:		USES:	
DANC-Redevelopment Fund	300,000	Roof, façade, windows	563,500
DANC-Community Rental Housing Program	500,000	Elevator	163,201
NY Main Street Stabilization Grant	500,000	New apartments	920,000
ESD Grant	163,681	Main floor, hvac, utilities	1,070,000
Downtown Revitalization Initiative Grant	1,633,000	Demolition	82,000
Owner Cash	168,500	Environmental cleanup	139,480
		Professional Services	127,000
		Contingencies	<u>200,000</u>
Total Sources	<u>\$3,265,181</u>	Total Uses	\$3,265,181

DRI Grant-committed

NY Main Street Grant-committed

ESD Grant-committed

DANC Community Rental Housing Program-pending- 20 years at ½ WSJ Prime plus 1 set five days prior to closing.

\*\*Massena Savings and Loan provided a letter in support of up to \$3 million in construction financing with grant and funding commitment letters. Underwriting assumes \$2.5 million in construction financing as DANC CRHP and Redevelopment Funds go in during construction.

Development Authority of the North Country  
March 15, 2023

**PROJECT OVERVIEW:**

Bill and Susan Fiacco own GOCO Massena LLC and are proposing to renovate the JJ Newberry Building located 30 Main Street, Massena. The facility once operated as a department store. Constructed in 1916, the property is located at the intersection of Main Street and Andrew Street.



GoCo Massena purchased the building in the summer of 2021 and is proposing a full modernization of the building. The project will redevelop the building into a mixed-use development. They propose six residential apartments of varying types each with a downtown view and access to the rooftop deck. The 2<sup>nd</sup> floor rooftop/outdoor space can be separated into space for the residents as well as for first floor tenants to use the space for outdoor dining and the like to support their businesses. Access includes a minimum of two staircases, as well as a proposed elevator.

Redevelopment Funds will be used to assist with improvements to the building. The funds will not be used on the residential units. The Authority's Community Rental Housing Program funds will be used toward the residential units.

The main floor will focus on flexible tenant space to include an interior "walking main street" to connect the Main Street access of the building directly with the back parking lot, and provide access to shops, restaurants, and/or office space. The building design allows flexible space utilization on the first floor, with space available from 500 sq ft to 13,000 sq ft. Six public access doors to Main and Andrew Streets will also enable flexible use of the building. The newly refurbished municipal parking lot is also readily available for tenant customers.

Development Authority of the North Country  
March 15, 2023

The applicant expects the average rates for the apartments to be \$950/month for the two bedroom, two bath apartments. The rates for the commercial space will average \$500/mo for 500 sq ft to \$12-\$14/sq ft for larger spaces.

The location is highly visible in downtown Massena. The project was identified as a transformational project through the Village's Downtown Revitalization Initiative and received \$1,633,000 in funding. The project is also located in an area of the Village that has undergone significant investment. The Authority participated in a redevelopment project at 2-4 Water Street as well as 38 Water Street. Both are located near this project. The 38 Water Street project is owned by the Fiaccos. They received \$250,000 from the Redevelopment Fund for this project of which \$125,000 was grant and \$125,000 was loan. The current balance on their loan is \$108,388. They have always paid as agreed.

#### Market

The residential rental market in Massena is quite strong, with a lack of quality inventory available. Given the already started and anticipated continuation of a resurgence of downtown, quality rental units in downtown are in high demand. The two most recently completed buildings (Mercantile Building and The Gristmill) have had excellent success in renting the apartments available, with Mercantile's three apartments averaging over \$1,500 /mo, and the Gristmill's 2 apartments averaging \$1,350. It is anticipated that a slightly more moderately priced, new apartments will have extremely high demand. The uniqueness of the downtown views and the rooftop deck overlooking the Grasse River, will add to the marketability of the units. The elevator installation will add to the accessibility and increase the size of the tenant pool.

The commercial leasing side of the business in downtown also shows increasing strength. Massena is starved for clothing options, entertainment, and other retail shops, as well as high quality office space. The uniqueness of the high character facades, flexible sized spaces, several access doors to the main intersection in town, the rooftop deck and parking (street parking, behind the building parking and, the municipal parking lot) all add to the ability to attract tenants. Together with the DRI successful grant in Massena and a likely micro-grant option for smaller startups, the opportunity to incubate new businesses as well as attract more established businesses is stronger now than in many years.

Already early inquiries for the space have included a gym, a coffee roasting shop, a pottery shop, a gifts/sandwich shop, a clothing/outdoor store, a yoga/aerial silk studio, and a distillery. The applicant will also target office space tenants for the more interior spaces. Those tenants that are looking for quality space with a more vibrant atmosphere than other offerings in downtown Massena.

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**MANAGEMENT:** Mr. Fiacco is a Massena native. He has a Mechanical Engineering Degree from Clarkson University and a Master's of Science Degree in Management from Purdue University. He is currently a Senior Vice President at Schindler Elevator Company, Morristown, New Jersey.

Ms. Fiacco is a native of Glen Cove, Long Island. She graduated from the University of Virginia with a Bachelor of Science Degree from the McIntire School of Commerce with a double major in Finance and Management Information Systems. She is currently Portfolio Lead Executive, Audit Solutions for KPMG, LLC, Montvale, New Jersey.

Both claim to have significant residential property management, renovation and leasing experience.

Development Authority of the North Country  
March 15, 2023

**FINANCIAL ANALYSIS:**

**Income Statement**

FYE December 31	Projected	Projected	Projected
	Year One	Year Two	Year Three
Revenues	\$59,280	\$188,040	\$191,801
Expenses	\$134,252	\$136,430	\$138,674
Net Income	(\$74,972)	\$51,610	\$53,127
Add: Principal/Interest	\$61,636	\$61,636	\$61,636
Cash Available for Debt Service	(\$13,336)	\$113,246	\$114,763
DANC Redevelopment Loan	\$8,278	\$8,278	\$7,058
DANC CRHP Loan	\$39,184	\$39,184	\$39,184
Massena S&L Mortgage	\$4,363	\$4,363	\$4,363
Total Permanent Loans	\$51,825	\$51,825	\$51,825
<b>Loan to Value</b>	(.28)	2.19	2.21

Massena S&L Mortgage-20 years at 4%, \$363.59/month  
DANC CRHP-20 years ½ WSJ Prime plus 1, approx.. \$3,265.35/mo  
DANC Redevelopment Loan-20 years at 1%, \$689.84/mo

- Assumptions based upon the first full year of operation upon completion of construction.
- Projected revenue assumes \$1,150 per month for the 4 2-bedroom apartments, and \$800 per month for the 2 1-bedroom apartments. In year one they estimate occupancy at 70% for both the 1 and 2 bedroom units. They estimate \$7,200 in revenue for leased space in the basement in year one. This is 20% occupancy. The basement will have 12,000 s/f of leasable space at \$3/sf. No revenue is projected from the first floor commercial space in year one. The first floor commercial space is 12,000 s/f at \$14/sf.
- In years 2-3, they assume 85% occupancy for the residential spaces or \$63,240 in year 2 and \$64,505 in year 3. They assume 70% occupancy for the 1<sup>st</sup> floor commercial space, or \$117,600 in year 2 and \$119,952 in year 3. They assume that they will continue to rent 20% of the basement space in years 2 and 3.
- Total annual revenues if at 100% occupancy would be \$278,400.
- Primary expenses include property taxes of approximately \$5,416 in year one with a slight escalator thereafter. This assumes the 485A exemption. Expenses also include insurance, \$12,000, utilities, \$23,400, and a building maintenance fund, \$21,600.
- The property is eligible for a 485-a exemption which would keep the building's assessed value at its current level for 8 years. It would then gradually increase to 100% valuation over the 3 years with full taxation in year 12.

Development Authority of the North Country  
March 15, 2023

- The above cash flow analysis assumes that the Development Authority's Redevelopment Loan and CRHP loan as well as the small mortgage will be the only permanent debt in the project upon completion of construction. The bank construction loan will be repaid by the DRI, ESD, and Main Street grants.
- The applicants will need to contribute personal funds to cover debt service in year one. If all assumptions hold true there will be sufficient cash flow to repay debt in subsequent years. Personal cash will be used for working capital.

	<b>At Closing</b>
Current Assets	\$0
Fixed Assets	\$3,325,181
Total Asset	\$3,325,181
Current Liabilities	\$24,076
Long Term Liabilities	\$682,894
Total Liabilities	\$706,970
Equity	\$2,618,211
Total Equity and Liabilities	\$3,325,181

- This project assumes that all funds will go toward the completion of building renovations to complete six residential apartments and commercial space in turn-key condition for a tenant. Therefore, there is no cash listed on the balance sheet at closing.
- The fixed assets include the acquisition cost of \$60,000.
- There is negative working capital at the inception of the project as no cash is projected to be injected at the loan closing. As noted above under the cash flow analysis, the applicants will need to contribute their personal resources to cover debt service in year one. Based upon their personal financial statement they have adequate net worth to cover these payments personally.

**MANAGEMENT:** The Fiaccos' list \$8,562,000 in assets and \$923,000 in liabilities. Primary assets are in IRA and other retirement accounts, \$5 million, stocks and bonds, \$762,000, and real estate, \$2,329,000. Real estate is comprised of their primary residence in Naples, Florida and two properties in Massena owned by GoCo Ventures. Liabilities are mortgages totaling \$923,000. They list combined salaries of \$99,000 and investment income from real estate of \$50,400. Bill has a TransUnion credit score of 848 with no derogatory comments. He shows total liabilities of \$905,131 with \$905,021 in mortgages.

**COLLATERAL:**

	<b>Cost</b>	<b>Discount</b>
Building acquisition with improvements Discounted at 70%	\$3,198,000	\$2,238,600
Less: Massena Savings & Loan	\$60,000	\$60,000
DANC CRHP Loan	\$500,000	\$500,000
DANC Redevelopment Loan/Grant	<u>\$300,000</u>	<u>\$300,000</u>
Total Loans:	\$860,000	\$860,000
LTV for All Loans:	26.9%	38.4%

Development Authority of the North Country  
March 15, 2023

The current assessed value for the land is \$31,700 and the property is \$63,000 per the St. Lawrence County Real Property Records.

**CONDITIONS:**

- Owner Cash of \$168,500
- Construction loan of \$2,500,000
- Downtown Revitalization Initiative Grant of \$1,633,000
- NY Main Street Stabilization Grant of \$500,000
- ESD Grant of \$163,681
- DANC Community Rental Housing Loan of \$500,000
- Third party broker opinion or as completed appraisal with a minimum value of \$860,000.
- Recapture Provision over 10 years on grant portion
- Copies of invoices or AIA reports
- All necessary permits and approvals
- Funds cannot be utilized on residential units



**Board Resolution No. 2023-03-31**

**March 23, 2023**

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY  
REVOLVING LOAN FUND  
THREE MILE BAY VENTURES LLC  
LOAN MODIFICATION**

Whereas, **Resolution No. 2013-08-12** establishes the Regional Tourism Transformational Community Revolving Loan Fund, and

Whereas, the Regional Loan Review Committee has the authorization to commit loans of up to \$250,000 with the Authority Board ratifying the loan at its next meeting, and

Whereas, **Resolution No. 2022-09-74** ratified a loan of \$250,000 to Sally Port View LLC with certain terms and conditions, and

Whereas, Sally Port View LLC did not obtain a grant from Empire State Development in the amount of \$1,425,000, and

Whereas, Sally Port View LLC modified the project to include an additional \$112,500 in debt from the Jefferson County IDA, increased personal equity contribution, and reduced project costs, and

Whereas, Three Mile Bay Ventures LLC is the real estate holding company and will be the legal borrower, and Sally Port View LLC is the operating entity and will be a guarantor, and

Whereas, the Regional Loan Review Committee met March 6, 2023 to review the modification to the application from Three Mile Bay Ventures LLC requesting \$250,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to construct a 12,000 square foot indoor event space and 5 cottages on land located in Three Mile Bay (Jefferson County), and

Whereas, the Regional Loan Review Committee approves the changes to the terms and conditions of the loan to Three Mile Bay Ventures, LLC at the terms and conditions attached.

Now, therefore be it

**RESOLVED**, Development Authority of the North Country does hereby ratify a loan modification to Three Mile Bay Ventures LLC from the Regional Tourism Transformational Community Revolving Loan Fund for \$250,000 at the modified terms and conditions outlined on the attached Term Sheet, and further authorizes the Executive Director or the Chief Financial Officer to execute all documents necessary to make the loan, and further be it

**RESOLVED, that the Development Authority of the North Country accepts the action of the Town of Lyme Planning Board taken under the State Environmental Quality Review (SEQRA) and affirms a Negative Declaration for this Project.**

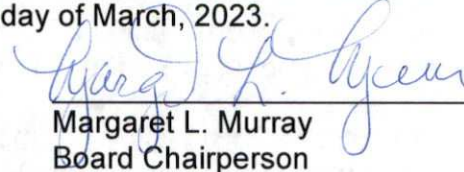
Motion by: T. Hefferon  
Seconded by: A. MacKinnon

Bibbins - <b>Yes</b>	Hefferon – <b>Yes</b>	Hunt - <b>Present</b>	Mastascusa - <b>Yes</b>
Doheny - <b>Yes</b>	Henry - <b>Present</b>	MacKinnon – <b>Yes</b>	Murray - <b>Yes</b>
Hall - <b>Yes</b>	Hollenbeck – <b>Absent</b>	McGrath – <b>Present</b>	Virkler - <b>Yes</b>

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson 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. 2023-03-31 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 23rd day of March, 2023, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 23rd day of March, 2023.

  
\_\_\_\_\_  
Margaret L. Murray  
Board Chairperson

## TERM SHEET

Borrower: Three Mile Bay Ventures LLC

Loan Fund: Regional Tourism Transformational Community Revolving Loan Fund [Empire State Development Funds]

Amount: \$250,000.00

Loan Term: 20 years

Loan Rate: 1%

Loan Payment: Construction Period Interest Only not to exceed 12 months, monthly principal and interest to term out loan over 240 months

Collateral: Co-proportional second mortgage and assignment of rents and leases on 7828 NYS Rte 12E, Three Mile Bay, NY 13693;

Co-proportional 2<sup>nd</sup> lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Sally Port View LLC

Conditions:

- Proof of cash equity of a minimum of \$1,157,463 demonstrated at closing by the disbursement statement.
- Bank financing of \$5,000,000
- JCIDA funding of \$250,000
- NCA funding of \$112,500
- North Country Economic Development Fund financing of \$300,000
- National Grid grant of \$300,000
- Labor peace does not apply as it will have less than 15 FTE
- Acceptable MWBE plan or waiver
- Personal Guaranty of Kurtis Bennett, Corporate Guaranty of Sally Port View LLC
- Satisfactory third party broker opinion or appraisal with a minimum value of at least \$5,912,500 for a 1:1 LTV
- Tourism Funds to go toward improvements
- Copies of invoices, and cancelled checks or bank statements

## NORTH COUNTRY TOURISM FUND

**Borrower:** Three Mile Bay Venture LLC (real estate holding company, Sally Port View LLC, operating entity)

**Project Location:** 7828 NYS Route 12E, Three Mile Bay, NY 13693 (60.08-1-24.1)

**Borrower Address:** 21277 Fox Ridge Road, Watertown, NY 13601

**Ownership:** Kurtis Bennett-100%

**Loan Amount:** \$250,000.00

**Term:** 20 years

**Rate:** 1%

**Payments:** Construction Period Interest Only not to exceed 12 months, monthly principal and interest to term out loan over 240 months.

**Guarantor:** Kurtis Bennett

**Use of Funds:** Capital Improvements to Real Estate

**Collateral:** Co-proportional second mortgage position and assignment of rents and leases on all real estate located at 7828 NYS Rte 12E, Three Mile Bay, NY 13693; co-proportional second lien on all assets of business

**Jobs:** Existing: 0  
Years 1-3:14 FTE

### Total Project Costs

#### *ORIGINAL Sources of Funds*

Tourism Loan Fund	\$ 250,000.00
NCA	\$ 112,500.00
JCIDA	\$ 112,500.00
National Grid Grant	\$ 300,000.00
NCEDF	\$ 300,000.00
REDC-Bridge Loan	\$1,425,000.00
Pursuit/WSB 7a Loan	\$5,000,000.00
Cash Equity	<u>\$ 914,874.00</u>
<b>Total</b>	<b>\$8,414,874.00</b>

#### *Uses of Funds*

Acquisition of Land	\$ 625,000.00
Improvements*	\$6,207,695.00
Contingency	\$ 620,695.00
Equipment	\$ 450,000.00
Interim Interest	\$ 295,000.00
Professional Fees	\$ 85,000.00
SBA Guaranty Fee	\$ 131,484.00
<b>Total</b>	<b>\$8,414,874.00</b>

Pursuit/WSB SBA 7a Guaranty – Pending-Assumes 25 years with a rate between 6-8%. Underwriter used 8%.

Sally Port View LLC-Revised

Page 2

March 3, 2023

NCA-Pending-Assumes 20 years at 5%

JCIDA-Approved-5 year term with 20 year amortization at 5%

DANC Tourism Fund-Committed-Assumes 20 years at 1%

REDC Grant-Pending

National Grid Grant-Pending

Cash Equity-Cash contributed by applicant. Already paid \$625,000 cash to acquire property.

**\*Improvements Budget-Quote provided by Goutremout Brothers Construction as of 7/19/22**

• Site Work	\$1,593,935
• Main Building	\$2,988,050
• Tower	\$ 244,711
• Cottages	\$ 481,536
• Support Building	\$ 357,000
Total GC Construction Budget	\$5,665,232
General Contractor Overhead	\$ 339,914
Total GC Payment	\$6,005,145
National Grid Utility Install	\$ 202,550
Total Construction Budget	\$6,207,695

**REVISED Sources of Funds**

Tourism Loan Fund	\$ 250,000.00
NCA	\$ 112,500.00
JCIDA	\$ 250,000.00
National Grid Grant	\$ 300,000.00
NCEDF	\$ 300,000.00
REDC-Bridge Loan	\$ 0.00
Pursuit/WSB 7a Loan	\$5,000,000.00
Cash Equity	\$1,157,463.00
Total	\$7,369,963.00

**Uses of Funds**

Acquisition of Land	\$ 604,000.00
Improvements*	\$5,775,035.00
FFE	\$ 366,197.00
Soft Costs	\$ 624,731.00
Total	\$7,369,963.00

Pursuit/WSB SBA 7a Guaranty – Approved-Assumes 25 years with a rate between 6-8%.

Underwriter used 8%.

NCA-Approved-Assumes 20 years at 5%

JCIDA-Approved-5 year term with 20 year amortization at 5%

NCEDF-Approved-Assumes 15 years at ½ WSJ Prime plus 1 set 5 days prior to closing

National Grid Grant-Approved

Cash Equity-Cash contributed by applicant. Already paid \$604,000 cash to acquire property.

**Significant Changes to Construction Budget**

- Leach Field - reducing the sand aggregate by half; doesn't impact any operation and still provides well over capacity for event venue
- Cottage foundation - literally just found a better quote through a different contractor
- Support Building - reducing the size to 20' x 24' will not impact the tasks we can accomplish in the same space - laundry, basic storage/office area, and a maintenance area
- Trails/Parking Lot - cut the paved trails to the east of the main building down to a patio (this was a chunk). Also cut some of overflow parking near support building

### **Description of Project**

Sally Port View LLC is requesting \$250,000 from the North Country Transformational Tourism Fund to build an event center and cabins on property in the Town of Lyme. Per the tax records, the property is 57.68 acres of which 840x150 is waterfront, 53.71 acres is tillable, and 1.08 acres is residual.

Sally Port View (SPV) is an event campus currently under construction on 1,200 feet of prime Lake Ontario waterfront and approximately 60 acres of cleared picturesque farmland just outside the village of Three Mile Bay.

The entire campus will be curated to provide a first-class experience which highlights a modern 12,000 square foot indoor event space with 2 suites, professional kitchen, bar, conference room, and more. The campus will also include 5 cottages and a network of maintained private trails along the shoreline and throughout the property.

An architecturally unique site theme of modern minimalization, accompanied by the local farmhouses & barns, will transform this property into a nationwide destination to:

- Host almost anything - weddings, anniversaries, concerts, graduations, military events, conferences, sporting events, family unions, weekend getaways, and more
- Lodge guests for accompanying and/or unrelated events
- Create opportunities for local catering, cleaning, part- and/or full-time employment, transportation, and other symbiotic business development
- Improve the infrastructure of the community and engage locals through discounted and charitable use of the space for select education and public functions
- Utilize the town's greatest asset - the lakeshore - for economic development, which is consistent with the Town of Lyme's Development Plan.

Mr. Bennett's future plans are to add an additional 20 cottages to the site.

### **Products and Services**

At its website, [www.sallyportview.com](http://www.sallyportview.com), the business touts 'private waterfront experiences.' The website is extremely well done. The location is a private 60-acre campus featuring a 12,000 square foot event center with a divisible main hall, professional kitchen, and a beautiful viewing tower with stunning panoramas. There is also a wrap-around patio, and 1,200 feet of private waterfront. The event center will also be set up for conferences with A/V.



*Rendering from back facing toward water.*

#### **The Main Hall & Events Center**

Sally Port View Hall will provide more than 4,000 square feet of climate-controlled usable space, with opportunities to utilize two HD projectors, a speaker system, and sound dampening material to provide a professional setting for presentations.

The Lobby Bar will be 16 feet long and equipped with two full-service stations. The Event Center kitchen will be built to accommodate the needs of a commercial kitchen. Sally Port View Hall and the Lobby Bar will be built with accessibility in mind, welcoming all to enjoy the space.

The second-level suites will provide ample time and comfort for wedding party members to get ready for their big day. The Bride's Suite will be furnished with three vanity stations and plenty of space for the bridal party to prepare. Both the Bride and Groom suites can also accommodate overnight guests, as they will be finished with a queen bed and full bathroom as well.



*Rendering of Bride & Groom Suite*

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Also conveniently located on the second floor will be the modern corporate Conference Room – designed to accommodate in-person participants and remote guests – with large display screens, teleconferencing technology and full A/V needs to make sure your meeting is efficient and effective.



*Rendering of Main Hall*

### **Guest Cottages**

Adjacent to the main building, along the shoreline, is the location for the 5 mini-cottages, 160 square feet each. Rental of the mini-cottages can be coordinated with the booking of a private event. Each cottage is designed to provide guests with ease and comfort, during all four seasons. The cottages are furnished with a kitchenette, one queen-sized bed, one queen-sized sleeper sofa, a 3/4 bathroom, heat, and air conditioning. In addition to the cottages, the main building also offers suites for overnight accommodations for members of the bridal party or other guests. These will not be available for nightly or weekly leases but as part of event packages only. As there is a limited number of cottages, Sally Port View will partner with other local hotels/motels for lodging including 1000 Islands Harbor Hotel in Clayton, and Hilton Garden Inn, Fairfield Inn & Suites, Hampton Inn and Holiday Inn Express & Suites in Watertown, as well as local AirBnBs.



*Cabin Rendering*

### **Support Building**

A 480 square foot support facility that will house an office with bathroom, a small laundromat, and a heated vehicle bay. The laundromat will be available to employees to launder linens and towels to be

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utilized in the main building, cottages and suites. The vehicle bay will store all of the facility's equipment used for maintenance of the entire property.



### **Market**

Mr. Bennett wishes to transform Three Mile Bay into a destination location like Sackets Harbor, Alexandria Bay and Clayton, to name a few. These communities have traditionally leveraged their waterfront setting to support local businesses and tourism. The Town of Lyme has not benefited from this however holds the most waterfront footage than any other northern New York town.

When designing the campus, Mr. Bennett is showcasing the access to infrastructure, water and wilderness.

When designing the main building he wanted it to be versatile to adapt to many different business needs. The size of an event can be small or large and the atmosphere will still be cozy and intimate.

The interior design is minimalist and mostly black and white so clients can highlight their décor and set the tone for their own event. When researching other event spaces in the area, Mr. Bennett noticed a theme of banquet-style, busy and clashing wallpaper and décor that was dated.

Mr. Bennett wants to highlight the region's seasons as well. Under Events on the website, the business is highlighting weddings, offsite events, private events and culinary experiences. The offsite events include planning experiences like corporate offsite events that could include a conference with other activities like paddle boarding, bonding around lake-front campfire, fishing, hiking the campus, sports and outdoor leisure games for team-building, or a private-cooking class. In regard to culinary experiences, Mr. Bennett plans to partner with professional chefs to provide culinary instruction and cook-and-serve sources to enable future chefs and amateur cooks to learn and use the 1,500 square foot full professional kitchen. Finally as part of their experiences they are promoting professionally guided fishing experiences.

Mr. Bennett is also going to target the military population. Fort Drum is home to 15,000 active duty soldiers as well as spouses and families. They will look to host military balls and formal events. The Commons on Fort Drum is not open. Therefore, there is opportunity to host more activities at this location. Also, Mr. Bennett is retired military and a veteran himself.

Mr. Bennett will use the website to drive traffic to the event center. In viewing the website, it is well-designed and professional. He will use social media marketing including Facebook/Instagram and targeted ads. He also has pro-bono assistance from a social media campaign adviser for both generating and posting content. He will target the Long Island, NYC, Syracuse, Buffalo, and Northern New Jersey markets.

In addition to social media, he will target magazines, especially bridal, and bridal shows. He will work with the 1000 Islands Tourism Council as well as join the local chambers and cross-advertise with other local businesses like the 1000 Islands Country Club.

While the business focuses on events like weddings, corporate events, private parties and large scale events, he will also market the center for off-season activities like sled races, ice fishing derbies, and pop-up restaurants.

### **Competition**

Mr. Bennett provided the following regarding competition. The only other venues directly on Lake Ontario are:

- Oswego Area-Bay Shore-63 miles away from Sally Port View
- Rochester Area-Arbor Venues-141 miles away from Sally Port View
- Buffalo Area-None

Sally Port View is designed to position itself in the market as peers to two key venues:

- 1000 Islands Harbor Hotel-Pros-largest, nicest hotel on St. Lawrence River; charges minimum \$30k wedding; working with management as a lodging sister property. Cons-no privacy; no space; no nature, except waterview; cookie-cutter wedding template.
- Tailwater Lodge-Pros: Salmon River waterfront for serious anglers; multiple event rooms and venue spaces; spa and indoor pool; charges \$30k for weddings; popular because it is remote. Cons: multiple weddings held on same day, minimal privacy; cookie-cutter wedding template.

While there are other smaller facilities in the greater Watertown area, none have all of the amenities that Sally Port View will offer. In reviewing the application, this project is in-line with Tailwater Lodge in Altmar (Oswego County) with the exception that Sally Port View does not have on-site lodging with the exception of the 5 cabins and two suites. The cabins and suites can sleep 24. Mr. Bennett proposes more cabins in the future. There is no other facility like this in the three-county region and could be very successful due to its location on the Lake and the many amenities it could provide. Lodging is a concern. Mr. Bennett does note in his business plan that getting back and forth for those staying out of town may be a challenge. There is a shuttle service, Clarence Henry Coach, in Watertown that provides shuttle service.

### **Management**

Mr. Kurtis (KC) Bennett graduated from the US Military Academy at West Point in 2003 and served in the US Army until 2008 having served in Iraq and Afghanistan. He graduated from the Yale School of Management in 2010 with a MBA. From 2010-2013 he worked for the CIA as an analyst. From 2013-2021 he worked for Palantir Technologies as a Business Development Specialist. In this role he implemented custom and enterprise software solutions for Fortune 500 companies to leverage their existing data to meet an existential business threat. He was directly responsible for \$100+ million in

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additional revenue for an international oil & gas firm. He also led teams during sales and operations within US government, foreign government, commercial and not-for-profit clients.

The core employees of SPV will be focused on marketing, bookings, and maintaining the property. Mr. Bennett has reached tentative agreement with 2 event management companies to facilitate the execution of large events upon starting operations. He is working with two event management firms: Lovebirds Wedding Co. and Lovely Day Event Services. For catering he is working with Litterio's Catering and Take Out and Embellished Catering. He has also been receiving assistance from the Watertown SBDC, Zachary Goutremout with ZRG Fishing, and Ann Marie Angus, General Manager of 1000 Islands Harbor Hotel.

### Financial Review

	Year One	Year Two	Year Three
Sales	1,991,000	2,411,000	3,132,000
Gross Profit	1,991,000	2,411,000	3,132,000
Expenses	963,399	1,259,475	1,405,361
Other Income/(Exp)	(405,997)	(398,942)	(393,190)
EBTDA	621,604	752,583	1,333,449
Add Back:			
Depreciation	0	0	0
Interest	383,140	377,788	372,107
(Property Taxes)	(107,892)	(107,892)	(107,892)
Cash for Debt Service	896,852	1,022,479	1,597,664
Tourism Fund	13,797	13,797	13,797
NCEDF	26,180	26,180	26,180
NCA	8,909	8,909	8,909
JCIDA	8,909	8,909	8,909
Pursuit/WSB5	463,092	463,092	463,092
Total Debt	520,887	520,887	520,887
Debt Service Coverage	1.72	1.96	3.07

Sales Inc (Dec.)	---	21%	30%
Gross Profit	---	---	---
Expenses	.48	.52	.45
Profit Ratio	.31	.31	.43

Tourism Fund-\$1,149.74/month

NCEDF-\$2,182/month

NCA-\$742.45/month

JCIDA-\$742.45/month

Pursuit/WSB-\$38,591/month

- Sales forecast for year one assumes 47 Weddings with an average net revenue of \$15,000 totaling \$705,000 for the year. Non-Wedding Private Events like corporate and reunions

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assume 127 rentals at an average net of \$8,000, or \$1,016,000 for the year. Nine Large Public Events (fair, arts & craft shows, carnival, parties, etc.) assumes 9 for the year averaging a net \$30,000 per event, or \$270,000 for the year. Monthly usage runs from 16% in January to 63% in November. The summer months average 61%. Although November is basically a winter month in the North Country, Mr. Bennett noted that it seems to be a highly popular month for wedding. He will consider higher pricing in November for weddings as it will be considered his peak month. The average usage for the year is 50%.

- The cabins do not show up on the revenue side as their own profit center as they are considered part of the event packages and are included in those revenues. Mr. Bennett will not be offering the cabins to the public for nightly stays.
- Revenues are net of direct costs. The amounts shown under revenue are what the applicant will make off of the events/activities after costs associated with the event. While this was not shown on the proforma he provided to me, he is tracking COGS for each event/activity. I say this so that the reader understands that Mr. Bennett understands the cost nature of the business.
- Each event will either require the rental of the facility or ticketed admission. In addition to the core revenue, there are the following additional revenue streams for each event:
  - Liquor sales-SPV will own the liquor license and will manage all alcohol sales on the property.
  - Kitchen rental-Only certified caterers and chefs with appropriate licenses will be able to rent the kitchen facilities with a beginning rate of \$350/hour.
  - Equipment rental-SPV will also rent out equipment such as tables/chairs, tableware, linens, and recreational equipment.
- Mr. Bennett currently has 1 week-long corporate off-site rental with a signed letter of intent for 2023 at the \$45,000 base weekly campus booking for 150 conference attendees. They have also had multiple wedding booking queries for both summer and winter months. Other opportunities for income include anniversaries, corporate holiday parties, military balls/unit dances, 1000 Islands Poker Run, Fishing Expeditions, dance recitals, and yoga classes.
- Sales forecast for year 2 increases by 21%. Weddings increase to 53 events, Non-Wedding Private Events increase to 172, and Large Public Events increase to 8. Total usage for the year is 63%.
- Sales forecast for year 3 increases by 30% over year two. Weddings increase to 54 events, Non-Wedding Private Events increase to 180, and Large Public Events increase to 12. Total usage for the year is 66%.
- Breakeven revenue to cover fixed debt including principal and interest in year one is \$1,614,835, for year 2 it is \$1,909,208, and for year 3 it is \$2,055,023.
- The major expense for the business is payroll. Mr. Bennett proposes to pay the owner, \$65/hour, or \$135,200 in year one. He proposes to have 5 full-time employees, at approximately \$40/hour, or \$416,000 annually. He proposes to have 4 part-time employees at about \$20/hour, or \$62,400 annually. He proposes 2 independent contractors at \$41,600 annually. Payroll taxes and benefits total \$151,893 in year one. Total payroll in year one is \$807,093. Payroll and Payroll Taxes/ Benefits increase to \$1,091,029 in year 2 and \$1,231,605 in year 3. Not including independent contractors, Year One reflects 5.5 FTE, by Year Three they hope to have a total of 11 FTE on staff. They also plan to have an additional 6 independent contractors as well.
- Other major expenses include debt service, commissions and fees totaling \$39,820 in year one, advertising of \$18,000 in year one, travel, meals and entertainment of \$18,000 in year one, and insurance of \$15,036 in year one. Supplies seem low at \$6,000 for year one. Mr. Bennett

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increased all expenses by 3% in years two and three. This might be low given current inflation, however inflation should level off.

- Mr. Bennett is keeping his costs low as each vendor will carry the cost burden. For example, the caterer will pay a fee to SPV to use the facility but then the caterer will be responsible for all supplies associated with the event. Mr. Bennett is providing the facility/resource to hold the event but other vendors will provide the services, with the exception of the bar.
- Mr. Bennett will have staff to maintain the property keeping snow removal, landscaping and other grounds maintenance down.
- Staff didn't see where property taxes had been included in the budget. The all in tax for the Town of Lyme including the Lyme School District and special districts is \$18.60206. Assuming an appraisal of at least \$5.8 million, taxes would be around \$107,892 annually. For underwriting purposes, Staff adjusted the cash flow analysis above to reflect this amount being paid.

#### *Cashflow*

- Based upon the projections, there will be sufficient cash flow to repay the permanent debt.
- In regard to working capital, Mr. Bennett has already spent \$1,487,000 toward this project. His equity contribution into the project is \$1,157,463. He will likely receive a LOC from WSB for \$100,000 secured by his personal residence.

#### **Balance Sheet**

	<b>At Closing</b>
<b>Assets</b>	
Current	624,731
Fixed	6,745,232
Other	0
<b>Total Assets</b>	<b>7,369,963</b>
<b>Liabilities</b>	
Current	98,715
Long Term	5,813,785
<b>Total Liabilities</b>	<b>5,912,500</b>
<b>Equity</b>	<b>1,457,463</b>
<b>Total Liabilities &amp; Equity</b>	<b>7,369,963</b>
<b>Working Capital</b>	<b>526,016</b>
Current Assets	6.33
Debt to Equity	4.06

- Cash at closing is to cover closing costs, interim interest and professional fees.
- Current portion of long-term debt includes the current portion on the new loans.
- Equity includes cash equity and National Grid grant.
- While there is no working capital identified in the uses of funds, Mr. Bennett has personal resources to contribute to the project and will get a \$100,000 line of credit from Watertown Savings Bank. This will likely be secured by his personal residence. He will also be taking deposits as well.

**Personal Credit:**

Mr. Bennett lists assets of \$2,269,328 and liabilities of \$566,950. His primary assets are liquid assets of \$429,328 and real estate of \$1,700,000. This includes the Three Mile Bay property that he paid for in cash. Liabilities are a short term HELOC on his personal residence and other installment loans for education. Mr. Bennett has a TransUnion Credit Score of 740 with no derogatory comments. He shows open balances of \$461,001 of which most is for installment loans of \$426,033. He lists other income of \$46,062 from Veteran's Affairs.

**Collateral:** Co-proportional second mortgage on real estate located at 7828 NYS Route 12E, Three Mile Bay, NY 13693, and a co-proportional second lien on all assets of the business.

	<u>Cost</u>	<u>Discount</u>	<u>Appraisal</u>
Land	\$625,000	\$625,000	
Real Property (70%)	\$6,207,695	\$4,345,387	\$7,722,000
Equipment (50%)	<u>\$450,000</u>	<u>\$225,000</u>	<u>\$378,000</u>
Collateral Available	\$7,282,695	\$5,195,387	\$8,100,000
Pursuit/Watertown Savings Bank	\$5,000,000	\$5,000,000	\$5,000,000
Total Senior Debt	<u>\$5,000,000</u>	<u>\$5,000,000</u>	<u>\$5,000,000</u>
Collateral Available-DANC/public lenders	\$2,282,695	\$195,387	\$3,100,000
Tourism Fund/Other public lenders	\$912,500	\$912,500	\$912,500
<b>Loan to Value</b>	<b>40%</b>	<b>467%</b>	<b>29.4%</b>

As completed market value appraisal completed by LW Hospitality Advisors for Pursuit BDC dated February 28, 2023. Per the Jefferson County tax records, the market value for the land is \$282,979.

DANC/public lenders will require an appraisal with a minimum LTV of \$5,912,500 to have at least a 1:1 LTV.

**Contingencies:**

- Cash equity of up to \$1,157,463 demonstrated at closing by the disbursement statement.
- Pursuit/Watertown Savings Bank 7a financing of \$5,000,000
- JCIDA funding of \$250,000
- NCA funding of \$112,500
- NCEDF funding of \$300,000
- National Grid grant of \$300,000
- As completed appraisal with minimum value of at least \$5,912,500 to have at least a 1:1 LTV
- Labor Peace does not apply as there is fewer than 15 FTE employees
- Make a good faith effort to create/maintain 14 FTEs
- Personal guaranty of Kurtis Bennett
- Copies of invoices, and cancelled checks or bank statements