

Board Resolution No. 2024-03-21
March 28, 2024

**APPROVING MODIFICATIONS TO
COMMUNICATIONS DEVICE POLICY**

Whereas, the Development Authority of the North Country operates according to Board policies and administrative guidelines as may be amended from time to time, and

Whereas, Executive Management has reviewed and recommends amending the Communications Device Policy to remove language associated with the Authority providing cellular telephones to employees and the removal of related appendices. The Authority continues to provide reimbursement for cellular telephone usage depending on position, and

Whereas, Executive Management also recommends amending the Communications Device Policy to remove language discussing the donation of cell phones at the end of their useful life as the Authority would no longer provide cellular telephones to employees.

Now, therefore be it

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

Motion by: M. Hall

Seconded by: D. Mastascusa

Bibbins – Yes

Doheny – Yes

Hall – Yes

Hefferon – Yes

Henry - Present

Hunt - Present

MacKinnon – Yes*

McGrath – Present*

Mastascusa – Yes

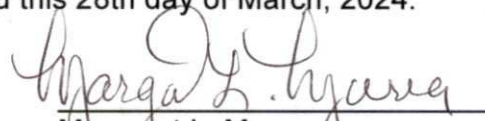
Murray – Absent

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. 2024-03-21 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.

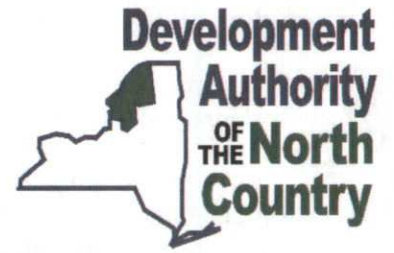

Margaret L. Murray
Board Chairperson

Development Authority of the North Country

Subject: Communications Device Policy

Adopted: March 28, 2024

Resolution: 2024-03-21



COMMUNICATIONS DEVICE POLICY

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SECTION 1.0 GENERAL POLICY

- 1.1 The term communications device shall apply to the use of technology for communication purposes, including telephones, computers, cell phones, texting and emails.
- 1.2 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, keeping both minimal.
- 1.3 Employee work areas, desks, and office equipment that are provided by the Authority are owned by the Authority and as such the Authority reserves the right to control, enter, and monitor these spaces and the use of equipment when deemed appropriate.
- 1.4 Employees must observe business courtesy when answering telephone calls. The manner in which the Authority's telephones are answered reflect on the professional image of the Authority.
- 1.5 Employees are prohibited from making calls to a 1-900 number.

SECTION 2.0 PERSONAL TELEPHONE CALLS

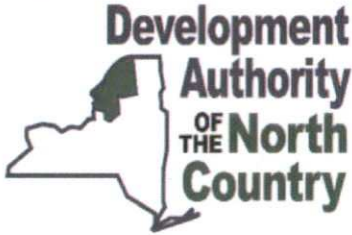
Personal telephone calls while at work should be limited to those that are absolutely necessary. Personal calls during the workday, whether by Authority telephone or personal cellular telephone, can interfere with employee productivity and be a distraction to others.

SECTION 3.0 CELLULAR TELEPHONE AND TEXTING USAGE

- 3.1 The Authority provides cellular telephone reimbursement to employees based upon job classification and duties. As such, the Executive Director approves cellular telephone reimbursement by job title. Human Resources will maintain a listing of job titles authorized for cellular telephone reimbursement.
- 3.2 The Authority provides cellular reimbursement in order to provide communications, data, alarms, and other Authority operating requirements, including off hours emergency response.
- 3.3 The Authority expects personal telephone calls, texting, emails and communications of non-business related nature shall be minimal during normal work hours.
- 3.4 New York State Law prohibits the use of handheld cellular telephones and texting while operating a motor vehicle. Employees are required to adhere to the law. Additional provisions are reflected in the Authority's Health and Safety Policy, which also apply.
- 3.5 Where job responsibilities require regular driving and accepting of business calls, hands-free equipment will be provided to facilitate compliance with the Health and Safety Policy.
- 3.6 The Authority will authorize the reimbursement of the utilization of an employee's personal cellular telephone, provided the utilization is prior approved by the Executive Director and the method for determining reimbursable costs is approved by the Authority Comptroller in advance.

SECTION 4.0 RECORD OF REVISION

Revision Date	Resolution #
October 25, 2010	2010-10-03
March 28, 2024	2024-03-21



Board Resolution No. 2024-03-22
March 28, 2024

APPROVING MODIFICATIONS TO FLEET MANAGEMENT POLICY

Whereas, the Development Authority of the North Country operates according to Board policies and administrative guidelines as may be amended from time to time, and

Whereas, the Fleet Management Policy of the Development Authority of the North Country is posted on the Development Authority's website, and

Whereas, executive management has reviewed and recommends modification to the Fleet Management Policy with the substantive changes reflected in the following sections:

Section 4.2, Removed written analysis as justification and replaced with Project Initiation Form (PIF)

Section 5.4, Replaced Fleet Manager with Finance Department for submission of report forms.

Section 6.1.P, Removed any exceptions for carrying firearms in fleet vehicles and added the exception of pyrotechnic devices for vector control.

Section 6.2, Added last paragraph for corporate rental account.

Now, therefore be it

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

Motion by: K. Bibbins

Seconded by: E. Virkler

Bibbins – Yes

Doheny – Yes

Hall – Yes

Hefferon – Yes

Henry - Present

Hunt - Present

MacKinnon – Yes*

McGrath – Present*

Mastascusa – Yes

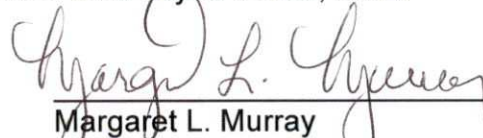
Murray – Absent

Virkler – Yes

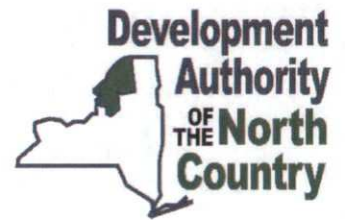
*- indicates attendance via videoconference.

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. 2024-03-22 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country



Subject: Fleet Management Policy

Adopted: 03-28-2024

Resolution: 2024-03-22

FLEET MANAGEMENT POLICY

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SECTION 1.0 SUMMARY

This document establishes the Development Authority of the North Country's policy for the acquisition, maintenance, acceptable use and designation of Authority light duty, over-the-road vehicles, including cars, pick-up trucks and SUV's. This policy shall apply to all Authority employees authorized by the Authority to use company and personal vehicles for business use.

SECTION 2.0 PURPOSE & BACKGROUND

The purpose of this policy is to establish criteria and procedures for the acquisition, maintenance, acceptable use and designation of Authority owned or leased vehicles. Use of the vehicle is a benefit granted by the Authority, subject to change at the direction of Authority management. This policy shall apply to all Authority employees authorized by the Authority to use vehicles, and establishes a single policy to guide vehicle management practices.

SECTION 3.0 FLEET MANAGER

A Fleet Manager will be designated by the Executive Director, and be responsible for the following:

- I. Evaluate and recommend all vehicle procurement actions to the Executive Director, and direct authorized procurements
- II. Review vehicle designations and use agreements
- III. Establish and implement maintenance procedures
- IV. Identify surplus vehicles for sale or disposition
- V. Maintain vehicle documentation, history and other records
- VI. Monitor direct and indirect fleet costs

SECTION 4.0 VEHICLE ACQUISITION

4.1 The acquisition, designation and use of vehicles shall be based on all available options for securing transportation. This should reflect the statewide policy objectives of using the most economical means of transportation, acquiring vehicles in a cost-effective manner, and becoming more energy efficient and environmentally aware in accordance with the Federal Energy Policy Act (EPAct), [NYS Executive Order No. 111](#) and [NYS Executive Order No. 142](#).

- I. **Light Duty Vehicles:** The purchase or lease of light duty vehicles (Class I – compact/subcompact sedans) will be focused on obtaining the most fuel-efficient vehicles available on State Contract that will meet the operational needs of the users. When purchasing vehicles, the use of Discretionary MWBE will be considered providing that pricing is competitive with what can be obtained on State Contract. Non-State contract vehicles will be considered only when necessary. The purchase or lease of larger vehicles, small trucks and 4-wheel drive vehicles will be determined based on the following:
 - A. Service vehicle use requirements, if applicable
 - B. Significant off-road or undeveloped road travel in the course of job accomplishment
 - C. Significant winter time travel in areas that have high accumulations of snow
 - D. A significant need for towing and passenger carrying capability
 - E. Additional passenger and/or cargo room is required and/or other special circumstances apply

II. **Acquisition Analysis:** Most vehicle acquisitions made by the Authority will be for the replacement of existing assets, however new (additional) vehicles will be purchased by the Authority as required and pursuant to Board authorization.

A. **Replacement Vehicles:** Vehicles may be eligible for replacement based on the following factors:

1. **Age:** When a vehicle is ten or more years of age.
2. **Mileage:** When a vehicle has accumulated over 100,000 miles.
3. **Use:** Vehicles used primarily for on-road purposes may be replaced sooner than those used primarily for off-road purposes (i.e., landfill vehicles).
4. **Damage:** Vehicles that have been involved in an accident and damaged beyond repair.
5. **Deterioration:** Once a vehicle deteriorates to the extent that it is no longer economically repairable.
6. **Lease Expiration:** If applicable.

B. **New (additional) Vehicles:** New vehicles will be purchased only in support of new tasks. Prior to making any purchases of new vehicles, full consideration will be given to the ability to satisfy the new requirement via realignment of existing vehicles in the fleet.

C. **Purchase Analysis:** The Authority will adhere to its Procurement Policy for the acquisition of fleet vehicles. Authority staff shall consider NYS Contract pricing, MWBE Discretionary, etc. On a periodic basis, the Fleet Manager may consider the cost vs benefit of leasing vehicles; such review shall be conducted and documented as deemed appropriate. In most cases, unless other determining factors outweigh the cost vs. benefit, the lowest long-term cost option will be selected.

4.2 In all cases, written justification for replacement of new vehicles will be prepared using the Project Initiation Form (PIF), ~~along with justification of the specific vehicle selected, which will include a written analysis of appropriateness of vehicle type~~. If the lowest long-term cost option will not be selected, a written justification detailing other determining factors will be included with the -analysisrequisition. Such justification will be prepared by the Fleet Manager and approved by the Executive Director.

SECTION 5.0 VEHICLE DESIGNATION

5.1 The Executive Director shall not be assigned a permanent vehicle, but shall have unrestricted use of fleet vehicles.

5.2 Certain on call response employees may be assigned long-term use of vehicles as authorized by the Executive Director. Such designations will be considered only to the extent that the primary work tasks for each of these employees is to service multiple Authority and customer facilities throughout the region, and provide emergency response thereto. All employees assigned a company vehicle must execute a Vehicle Use Agreement (attachment 1), an Imputed Income Statement (attachment 2) and Initial Inspection Form (attachment 3).

5.3 The Fleet Manager will review the use of all vehicles, including an analysis of underused vehicles, and will recommend adjustments in the designation of vehicles in order to maximize the useful life of the vehicles.

5.4 The taxable value of use of an employer provided non-exempt¹ vehicle is subject to income and Social Security/Medicare taxes and must be report as income on an employee's W-2 Statement. The Authority will withhold Federal, State, Local, and Social Security/Medicare taxes as required. The amount is not

¹ The Authority has no vehicles which are exempt under the Code at the time of this revision.

considered salary for the purposes of computing retirement benefits. An employee provided with an Authority vehicle to drive to and from work for valid business reasons in accordance with this policy shall report the value of the personal use (commuting) for taxable purposes for the period from November through October for each year. The report shall be made by the employee completing and signing the appropriate Authority form (attachment 2). **All report forms must be submitted to the Authority Fleet Manager Finance Department no later than November 15th, or W-2 Statements will have to be held and corrected W-2 Statements reissued.**

An employee using an Authority vehicle is subject to taxation on the value of commuting when an employee leaves their house using an assigned company vehicle and reports to any location to perform work related duties. The trip from their house to the work location is one trip. The trip from a work location to home is another trip.

There are two methods contained in the Internal Revenue Code (Publication 15-B) to determine the taxable value of personal use of the Authority provided vehicle, but because Authority employees are prohibited from using the vehicle for personal purposes under this policy, they may only use one method, the "Commuting Rule," for reporting. The IRS determines the value of each one-way commute (or trip). This amount shall be adjusted per IRS guidelines as appropriate.

5.5 Motor Pool Vehicles: All other vehicles shall be considered motor pool vehicles. All drivers must comply with vehicle use guidelines and will sign a Vehicle Use Agreement (attachment 1). The Fleet Manager will review the use of all pool vehicles, including an analysis of underused vehicles, and will recommend and/or implement adjustments as required. A Vehicle Manager at each location will be named for each motor pool vehicle to ensure compliance with these policies and effective utilization. The Vehicle Manager will serve as the point of contact for the Fleet Manager.

5.6 Each year and as part of the annual budget process, the Fleet Manager working with Finance, will provide a detailed fleet spreadsheet to Division Managers-Directors and Executive Management. Such fleet spreadsheet will include: vehicle description (year, make, model), actual miles per vehicle, acquisitions and elimination of vehicles, number of alternative fuel vehicles in the fleet, number of vehicles with specialized alterations, Division, driver, and average miles driven. Subsequent to review with ManagersDirectors, the Fleet Manager will make recommendations to Executive Management for acquisition or elimination of vehicles taking into consideration any underutilized vehicles. If a vehicle is leased externally, the lease expiration, lease number, monthly payment, vendor, and miles allowed by lease will be provided.

~~Also, as part of the annual budget process, the Fleet Manager will review any underused vehicles and provide a written justification for retaining any vehicles with annual mileage under 10,000.~~

SECTION 6.0 VEHICLE USE

6.1 Vehicle Use Guidelines:

- I. All drivers must have a fully executed Vehicle Use Agreement (Attachment 1) on file with Human Resources; have a New York State driver license, and any necessary endorsements. A driver license must be current and not under suspension. If an employee's driver license is suspended or revoked, HR must be notified immediately.
- II. All employees receiving a traffic violation (moving or non-moving) while in a company vehicle must report the violation to their manager and HR. Employees in a personal vehicle, but on company time, who receive a moving violation must report the violation to their manager and HR.
- III. All employees utilizing their own personal vehicles for business related activities must maintain personal automobile liability insurance coverage.

- IV. Drivers must comply with all traffic laws and regulations and are liable for any penalties resulting from violating traffic laws and regulations that are caused or incurred by their his/her operation of a vehicle (e.g., speeding or parking tickets).
- V. HR will obtain and review employee Motor Vehicle Records periodically to ensure compliance with Authority policy requirements.
- VI. Those employees that are required to operate an Authority vehicle must attend a Defensive Driving course and Vehicle Safety Training offered by the Authority as required.
- VII. Those employees assigned an Authority vehicle must complete an Initial Vehicle Inspection Form (Attachment 3) prior to driving the vehicle for the first time. Completed forms should be signed by the employee, approved by the employee's manager and sent to the Fleet Manager for review and retention.
- VIII. All vehicles will be used for **official Authority business only**. Only those passengers and/or materials necessary to conduct this business will be transported. It is the shared responsibility of the Fleet Manager, ~~managers~~ directors, supervisors, and employees to ensure that vehicles are used properly. The misuse of a vehicle may result in appropriate disciplinary action.
- IX. Employees driving an assigned vehicle shall keep an updated logbook that includes the date of travel, the beginning mileage, the destination and the ending mileage and any other information as prescribed by the Fleet Manager. This logbook will be provided by the Fleet Manager. Completed books should be turned into the Division ~~Manager~~ Director or Vehicle Manager for retention. For pool vehicles, employees shall complete the same information per trip, along with the name of the employee using the vehicle.
- X. Except for landfill vehicles, which may receive on-site fuel and/or maintenance, all vehicles are provided a vehicle specific fuel card. Drivers are assigned a PIN number which must be used with any fuel card purchase. The PIN number shall not be shared with anyone. **All** purchases of fuel, maintenance and other items needed for the operation of a fleet vehicle, and emergency repairs (e.g. flat tire) will be made using **only** the fuel card. Only in an emergency situation where the repair shop does not accept the fuel card, may vehicle maintenance be secured with a personal credit card or cash; however, to the extent possible, employees shall contact the Fleet Manager or immediate supervisor before emergency repairs are completed. All purchases must be accompanied by a proper receipt; payment for purchases not accompanied by proper documentation will be the responsibility of the operator. Procedures for purchasing fuel require the operator to enter a PIN number and current odometer reading. ~~All fuel purchase transactions made with the fuel card shall be done inside. The fuel card will not be swiped at the gas pump unless there is no other option.~~—The Fleet Manager will review fuel card monthly statements to verify specific transaction information including, but not limited to: date, time, location, amount, and type of each purchase. In addition, detailed fleet management transaction reporting, such as the average mileage of vehicles or the frequency and timing of purchases will be monitored to assist the Fleet Manager in evaluating employee compliance with this Policy and scheduling maintenance. Use of the fuel card for personal vehicles is not authorized, and may result in revocation of the vehicle use benefit, or other disciplinary action as appropriate.
- XI. Use of seat belts by drivers and all passengers, regardless of seating locations, is mandatory.
- XII. Because of the potential safety risks involved and to ensure compliance with State law, the use of hand-held mobile phones while operating an Authority vehicle, is prohibited. Hands free phones and communication devices can be used while operating an Authority vehicle.

- XIII. The sending or viewing of emails or text messages while driving is strictly prohibited.
- XIV. The use of headlights is required at all times. Vehicles equipped with daytime running lights may utilize that function during daylight hours. All other vehicles will turn on the headlights while operating the vehicle.
- XV. A vehicle will never be operated by an individual when under the influence of alcohol, marijuana, illegal drugs, or prescription drugs that impair the ability to operate a motor vehicle. Also, possession and/or use of alcohol, marijuana, illegal drugs, or other intoxicating substances in an Authority vehicle are strictly prohibited.
- XVI. The carrying of firearms and other weapons in an Authority vehicle is prohibited, with the exception of special situations at the MMF, which may require the use of a ~~firearm to euthanize injured and/or nuisance wildlife~~ pyrotechnic device for vector control. (Refer to the Health & Safety Manual for further handling details).
- XVII. Authority vehicles will be secured and locked when left unattended.
- XVIII. An Authority vehicle is considered an extension of the workplace. As such, smoking in the vehicle is prohibited.
- XIX. When an employee is in official travel status (more than 100 miles from both the official duty station and place of residence), the employee is on official business. Employees in travel status are permitted to use Authority vehicles for transportation to home, eating places, and other places for reasonable necessities and amenities incidental to a field trip or other official business. An Authority vehicle may be taken home the day prior to and the last day of a planned trip when waiting to obtain or prematurely returning a vehicle would result in inefficient use of human or fiscal resources.
- XX. Employees are not permitted to use Authority vehicles for personal reasons, including stops for food and drink, unless the use is incidental to official business. An example is employees whose duties necessitate "in-service" area travel (traveling within a 100 mile radius of their official work station on Authority business) for the majority of their day. In such circumstances, employees are allowed to stop for food or drink purchases or required meal breaks. Employees that spend the majority of their day at their duty station should not use Authority vehicles for personal reasons while out on official Authority business. Any circumstances outside of this would need prior approval from the appropriate Division Manager/Director.
- XXI. All Authority vehicles are required to have official license plates and logos, except as authorized by the Executive Director.
- XXII. Except as required by traffic, weather, or road conditions, travel should be by the most direct route possible, taking into consideration cost effectiveness, actual distance traveled, and the time to travel such distance.

6.2 Selection of Authority/Private/Rented Vehicle Support:

The most cost-efficient means of vehicle transportation will be used whenever possible. Initial consideration will always be given to the use of an Authority vehicle whenever one is available.

If it is determined more cost-efficient or if use of an Authority vehicle is inappropriate, with the manager/director's approval, employees may choose to use their personal car. If an Authority vehicle is not available or is inappropriate and the employee chooses not to use their personal vehicle, use of a rental vehicle is authorized with prior approval of the ~~manager~~ director. ~~Managers~~ Directors should use sound

fiscal management principles when determining if employees use an Authority vehicle, their own vehicles with reimbursement, or a rental vehicle. The goal of this policy is to be cost-efficient yet flexible given the specific circumstances.

If a rental vehicle is approved by the director, the employee shall use the corporate rental account established by the Authority. Account information can be obtained from the Procurement Coordinator.

Exceptions to the use of an Authority vehicle include:

1. Employees with physical disabilities or who have a documented medical condition requiring use of a personal or specially equipped vehicle.
2. ~~Manager-Director~~ approval of the use of a privately owned vehicle or rental vehicle when use of an Authority vehicle would likely raise the perception of misuse of public assets or be counterproductive such as during an investigation.
3. ~~Manager-Director~~ approval of the use of a privately owned vehicle or rental vehicle when use of an Authority vehicle would present an unwarranted and counterproductive hardship on the employee (e.g., employees traveling from an end-of-day meeting which would require backtracking to pick up a personal vehicle from a work location).
3. ~~The Authority has a corporate rental account at Hertz Rental Corp for pre-approved vehicle rentals. Account information can be obtained from the Procurement Coordinator.~~
4. The Authority may not dedicate a vehicle to specific individuals except in extraordinary circumstances approved by the Executive Director, and the use of such vehicle shall strictly be for carrying out Authority duties.

6.3 Parking Authority Vehicles:

It is the policy of the Authority that all vehicles shall be parked at official Authority facilities except those vehicles designated to employees per Section 5.0.

6.4 Vehicle Misuse:

The unauthorized and/or inappropriate use of a vehicle is considered misuse and includes the following:

1. Use of the vehicle for personal gain
2. Transportation of family or friends in support of non-work related activities
3. Loaning of the vehicle to a non-Authority employee

The unauthorized or inappropriate use of an Authority vehicle or any violation of this policy may result in the revocation of Authority vehicle use privileges and may subject an employee to formal disciplinary actions.

SECTION 7.0 VEHICLE PREVENTATIVE MAINTENANCE

The Fleet Manager is responsible for overseeing the routine service and maintenance of all vehicles. Vehicle service and maintenance will be performed per factory recommendations specific to each manufacturer and vehicle. A minimum of once a month, the Fleet Manager will record the odometer reading of all Authority Over-the-Road (OTR) vehicles in a computerized maintenance program. The computerized maintenance program is pre-programmed for vehicle preventative maintenance based upon set mileage intervals, with the exception of

some vehicles that are based on a time interval because of minimal mileage. The maintenance program will generate a work order when the threshold for the next preventative maintenance service is reached. An auto-generated email notification that a work order has been created is sent to the Fleet Manager and the designated Vehicle Manager. The Vehicle Manager will notify the driver of the assigned vehicle and what service is required. The driver of the vehicle then performs the service or maintenance on the vehicle and returns the receipt or invoice to the Vehicle Manager, who enters the information into the computerized maintenance program. Drivers will not have routine Preventative Maintenance work performed in advance of a work order being generated without the authorization of the Fleet Manager.

If the Preventative Maintenance work is warranted prior to the next mileage interval being reached, the Fleet or Vehicle Manager will manually create a work order for the service. The Fleet Manager tracks any and all service and maintenance through both the computerized maintenance system and the fuel card monthly invoice. The Fleet Manager will review mileage on each vehicle on a monthly basis. The average monthly mileage will determine which, if any, vehicles should be rotated to ensure maximum vehicle utilization. The Fleet Manager will notify the Division Manager-Director of any driver who is not performing scheduled maintenance as required, and follow-up until in compliance.

SECTION 8.0 UNSCHEDULED MAINTENANCE

The Fleet Manager will be notified immediately by the driver of the vehicle of the need for unscheduled maintenance, including recalls, warranty work, general body repair or tire wear, and vehicle modifications or accessories. The Fleet Manager will assess the unscheduled maintenance and make the determination as to where and when repairs will be made. Generally, maintenance is performed in-house or is authorized through a purchase order. A work order must be prepared by either the Fleet or Vehicle Manager for all unscheduled maintenance. Any invoices for parts, outside labor or other costs must be entered in the work order and supporting documentation attached. When the work order is prepared by the Vehicle Manager, the Fleet Manager must be listed on the work order (as supervisor) so as to receive notifications when work orders are generated and work is being done on Authority vehicles.

SECTION 9.0 EMERGENCY MAINTENANCE

For emergency repairs, the vehicle shall be driven or towed to a secure location. If emergency repairs are required, employees shall contact the Fleet Manager or immediate supervisor before emergency repairs are completed. Minimum essential vehicle repairs may be accomplished using the fuel card. Only in an emergency situation where the repair shop does not accept the fuel card, may vehicle maintenance be secured with a personal credit card or cash. A work order must be created for all emergency repairs and all costs captured in the work order.

SECTION 10.0 OPERATOR RESPONSIBILITY

All drivers of an Authority vehicle are responsible for the proper care of the vehicle. The following operator care procedures will be followed:

1. Drivers will ensure that the engine coolant and oil levels are maintained at the proper level. The lights, wipers, belts and transmission fluid will be checked and corrective action taken as needed.
2. Tire pressure will be checked and properly maintained.
3. When needed, drivers will change flat tires, if possible, or make arrangements to have them changed. Tire replacement must be pre-approved by the Fleet Manager before purchase. A work order must be

created for all tire purchases and the costs captured in the work order. Tire purchases will be at the nearest OGS contract facility. Exceptions will be on an emergency basis only.

4. Drivers will be responsible for completing scheduled maintenance as required.
5. Warranty issues will be reported to the Fleet Manager and scheduled for repair at the nearest dealer facility. A work order must be created to document the repairs, even if there is no charge for the repairs.
6. Annual New York State vehicle inspections will be performed at the MMF site whenever practical.
7. Drivers will be responsible for keeping the vehicle clean.

SECTION 11.0 VEHICLE ACCIDENT REPORTING PROCEDURES

Vehicle Accident Reporting Procedures: The Operator of any Authority vehicle involved in an accident will ensure the incident is reported as outlined in the Health & Safety Manual. An Accident Report Form, copies of which will be kept in each vehicle, shall be completed and filed within 24 hours of the incident.

SECTION 12.0 RECORD OF REVISIONS

Revision Date	Resolution Number
April 10, 2007	2007-03-21
March 27, 2008	2008-03-11
March 13, 2009	2009-03-20
July 2, 2009	2009-07-05
December 3, 2009	2009-12-10
August 26, 2010	2010-08-03
March 23, 2017	2017-03-29
January 28, 2021	2021-01-02
March 28, 2024	2024-03-22

Attachment 1 (Vehicle Use Agreement)

FLEET MANAGEMENT POLICY Vehicle Use Agreement

I have been approved to drive an Authority vehicle or have been authorized to drive my personal vehicle on company time and acknowledge and understand the following terms and conditions:

1. When the Authority makes a vehicle available for my use, I will use it for the performance of my official duties only and the subject vehicle will not be used for personal business.
2. Unauthorized use of any Authority vehicle may result in the revocation of vehicle privileges and cause me to be subject to appropriate disciplinary measures.
3. If I am assigned an Authority vehicle, I agree to provide the Fleet Manager with an actual statement of personal use as stated in Section 5.4 and attachment #2 of the policy.
4. I am responsible for the proper care of the Authority vehicle. I will maintain the vehicle pursuant to the Fleet Management Policy. If driving a pool vehicle, I will notify the proper Vehicle Manager if vehicle maintenance is needed.
5. At no time will non-Authority passengers be traveling in an Authority vehicle with the exception of work related matters and emergencies.
- F. I have a valid New York State driver license for the vehicle I will be operating. If my license ever becomes suspended, revoked, or restricted, I will notify my manager immediately and I realize that my vehicle privileges may be impacted.
- G. If I receive a traffic violation (moving or non-moving) in a company vehicle, I will report that violation to my manager-director and HR as soon as possible but no later than the next business day. If I am in my personal vehicle, but on company business, and receive a moving violation I will report that violation to my manager-director and HR as soon as possible but no later than the next business day.
- H. When driving a personal vehicle for business related activities, I will maintain personal automobile liability insurance coverage.
- I. I understand that I am required to attend the Defensive Driving course and Vehicle Safety Training provided by the Authority.
- J. I have read, understand and agree to follow the Fleet Management Policy.

The undersigned acknowledges the above statements:

Employee Name

Date

Attachment 2 (Statement of Personal Use)

**ACTUAL STATEMENT OF PERSONAL USE
FOR AUTHORITY PROVIDED VEHICLE**

Reporting Year: November 1, 20xx – October 31, 20xx

THIS FORM IS TO BE COMPLETED BY AUTHORITY EMPLOYEES THAT ARE PROVIDED AN AUTHORITY VEHICLE FOR AUTHORITY BUSINESS PURPOSES. PLEASE COMPLETE THIS FORM BY COMPUTING THE ACTUAL NUMBER OF TRIPS (HOME TO WORK LOCATION and WORK TO HOME LOCATION) MADE BETWEEN NOVEMBER 1, 20xx AND OCTOBER 31, 20xx UTILIZING AN AUTHORITY PROVIDED VEHICLE.

Please complete sections 1 & 2 below, sign and submit to the Fleet Manager no later than November 15th.

EMPLOYEE NAME: _____

#1 SPECIAL COMMUTING RULE

_____ X \$ _____ * = _____
ACTUAL NO. TRIPS COMMUTING TAXABLE FRINGE BENEFIT AMOUNT
(From home to any work location is considered one trip and any work location to home is considered one trip) *(Amount will be reported on W-2)*

#2 USE THE 20xx ACTUAL # OF TRIPS AS MY ESTIMATE FOR 20xx

YES _____ NO _____

If NO, what will your estimated # of trips be for 20xx? _____

EMPLOYEE SIGNATURE

DATE

* Note: See Internal Revenue Service Publication 15-B, "Commuting Rule" section for the most recent value of one way commute or call the Authority Comptroller for the current value.

Attachment 3 (Initial Vehicle Inspection Form)

Initial Vehicle Inspection Form

(To be completed by the employee once they are assigned a company vehicle)

INSPECTION		
DATE:	NAME:	DIVISION:
VEHICLE:	PLATE #:	MILEAGE:
EXTERIOR (CHECK IF WORKING/FREE FROM DEFECT)		
HEADLIGHTS (HIGH & LOW BEAMS)		<input type="checkbox"/>
TAIL LIGHTS		<input type="checkbox"/>
BRAKE LIGHTS		<input type="checkbox"/>
TURN SIGNALS (FRONT & REAR)		<input type="checkbox"/>
4-WAY FLASHERS (FRONT & REAR)		<input type="checkbox"/>
REVERSE LIGHTS (BACK-UP LIGHTS)		<input type="checkbox"/>
LICENSE PLATE LIGHT		<input type="checkbox"/>
WINDSHIELD & WINDOWS		<input type="checkbox"/>
WINDSHIELD WIPER BLADES		<input type="checkbox"/>
MIRRORS		<input type="checkbox"/>
EXTERIOR- BODY (CHECK IF PRESENT AND USE DIAGRAM TO DESCRIBE AND SHOW LOCATION)		
MINOR SCRATCHES		<input type="checkbox"/>
MAJOR SCRATCHES		<input type="checkbox"/>
EXTERIOR DENTS (MINOR)		<input type="checkbox"/>
EXTERIOR DENTS (MAJOR)		<input type="checkbox"/>
OTHER EXTERIOR DAMAGE		<input type="checkbox"/>
TIRES (CHECK IS ACCEPTABLE)		
GENERAL CONDITION (LOOK FOR CRACKS, UNEVEN WEAR, ETC...)		<input type="checkbox"/>
TREAD DEPTHS (5/32" MINIMUM)		<input type="checkbox"/>
TIRE PRESSURE (CHECK VEHICLE DRIVERS MANUAL FOR SPECS)		<input type="checkbox"/>
INTERIOR		
GENERAL CONDITION (NOTE ANY STAINS, DAMAGES, CLEANLINESS):		
GAUGES/WARNING LIGHTS (LIST ANY INDICATORS THAT ARE ON):		

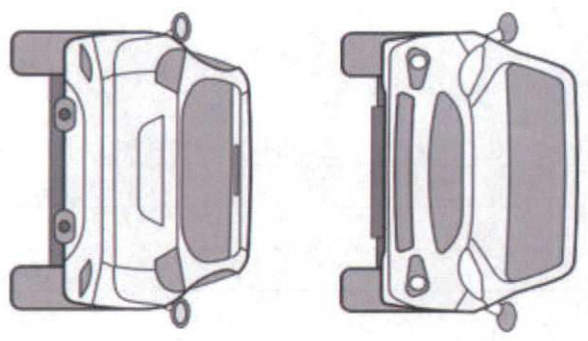
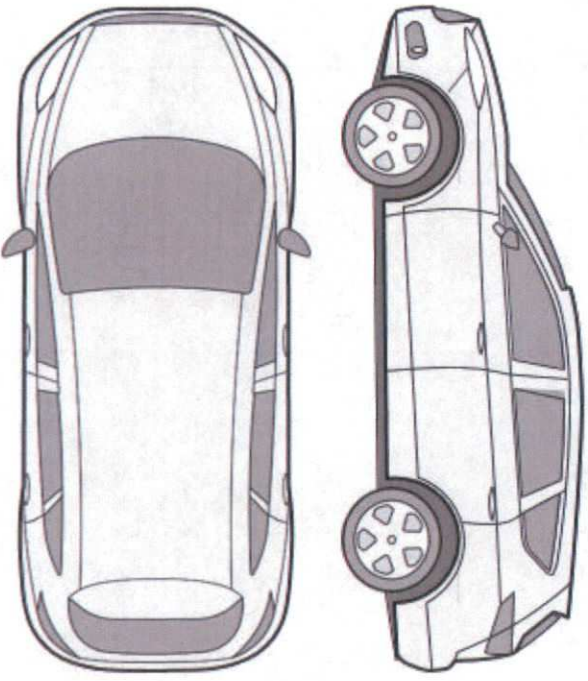
SEAT BELTS (CORRECT NUMBER AND WORKING)	<input type="checkbox"/>
HORN (CHECK IF WORKING)	<input type="checkbox"/>
COMMENTS	
USE THIS SECTION TO NOTE ANY CONCERNS (I.E. NOISES THE VEHICLE IS MAKING OR OTHER DAMAGES NOT DESCRIBED ABOVE):	

Complete this form and **return to the Fleet Manager**.
This form will be uploaded into the computerized maintenance management system under the appropriate vehicle asset.

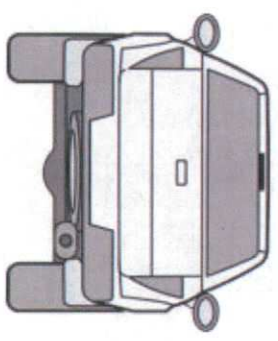
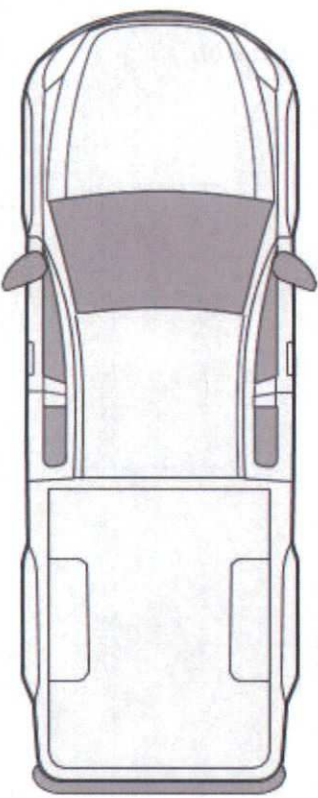
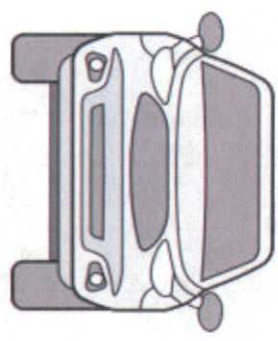
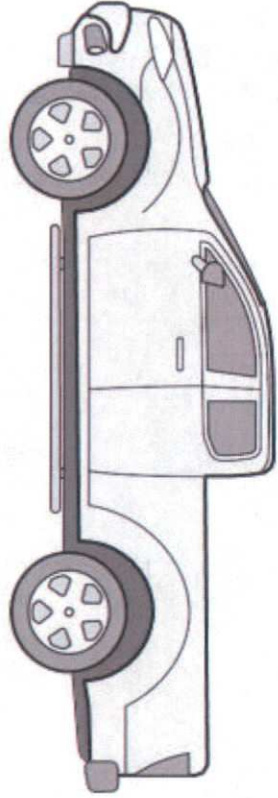
Completed by: _____ Date: _____

Manager Approval: _____ Date: _____

SUV



PICK UP





Board Resolution No. 2024-03-23
March 28, 2024

**APPROVING MODIFICATIONS TO
PERSONNEL POLICY**

Whereas, the Development Authority of the North Country operates according to Board policies and administrative guidelines as may be amended from time to time, 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 reviewed and recommends modification to the Personnel Policy as highlighted in the attached Personnel Policy. Substantive changes to the Policy are as follows:

Add:

Section 3.1, Compensation Policies [Salary Administration Definitions]
Added (V.A.1) Special Rules Applicable to Public Agency employees

Section 4.4, Benefits [Retirement Plans]

Added Option 2: NYS Voluntary Defined contribution (VDC) Program

Update:

Appendix A – Organization Chart
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: E. Virkler
Seconded by: M. Doheny

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

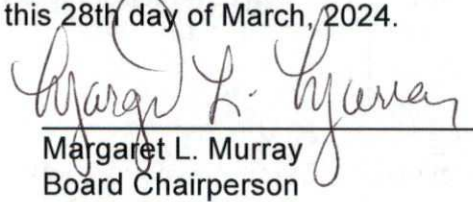
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
Virkler – **Yes**

*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

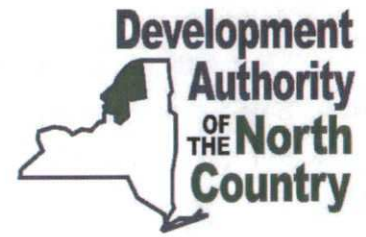
I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2024-03-23 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson

Development Authority of the North Country

Subject: Personnel Policy
Adopted: March 28, 2024
Resolution: 2024-03-23



PERSONNEL POLICY

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SECTION 1 – INTRODUCTION

1.1 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 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.

1.2 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.

1.3 Authority Principles

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

A. Integrity

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

B. Environment

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

C. 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.

D. 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.

E. 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.

F. Partnership

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

G. Stewardship

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

SECTION 2 - EMPLOYMENT POLICIES

2.1 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 ensuring 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.

2.2 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 **they** have been subject to discriminatory or retaliatory behavior in violation of this policy should report it immediately to Human Resources or the Executive Director.

2.3 Personal Privacy Protection and Employee Access to Personnel Records

- I. Personnel files are the property of the Authority.
- II. The Authority complies with Article 6A of the Public Officers Law with respect to the privacy of personnel records.
- III. Upon request, each employee of the Authority will be allowed to inspect **their** 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.

2.4 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.

2.5 Employee Assistance Program

- I. 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.
- II. 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.
- III. 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.

2.6 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.

- I. 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.
- II. 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.
- III. 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.

- IV. All Authority required medical examinations and alcohol and drug screenings are paid by the Authority.
- V. 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.
- VI. 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.
- VII. The Authority encourages employees needing help in dealing with such problems to use the Pivot Employee Assistance Services, 315-788-4790.

2.7 Conflicts of Interest

- I. 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.
- II. 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.

2.8 Confidential Information

- I. 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.
- II. 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.
- III. 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.

2.9 Outside Employment

- I. 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 **their** work schedule or performance.
- II. 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.

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

2.10 Personal Conduct and Disciplinary Procedures

- I. Each Authority employee is expected to be aware of and personally exemplify the highest standards of professional, ethical and moral conduct.
- II. 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.
- III. Types of behavior and conduct that the Authority considers inappropriate include, but are not limited to, the following:
 - Falsifying employment or other Authority records
 - Violating the Authority's nondiscrimination and/or sexual harassment policy
 - Excessive absenteeism or tardiness
 - Excessive, unnecessary, or unauthorized use of supplies, particularly for personal purposes
 - Reporting to work intoxicated or under the influence of non-prescribed drugs, and illegal manufacture, possession, use, sale, distribution or transportation of drugs
 - 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
 - Fighting or using obscene, abusive, or threatening language or gestures
 - Theft of property
 - Possession of firearms on Authority premises or while on Authority business
 - Disregarding safety or security regulations
 - Insubordination
 - Failing to maintain required confidentiality
- IV. 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 in further discipline to include an immediate dismissal from employment.

2.11 Solicitations

- I. 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.
- II. Non-employees are not permitted to solicit or distribute literature at any time on Authority property.

2.12 Personal Business and Use of Authority Equipment

- I. 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.
- II. 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 workspaces and monitor the use of other equipment when deemed appropriate.
- III. 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.
- IV. 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.
- V. 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 determines 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.
- VI. Personal use of Authority automobiles and other equipment is prohibited.

2.13 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 & Safety Manual located on the Authority website.

2.14 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 Health & Safety Manual.

2.15 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 feet away from Authority buildings.

- I. 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 their 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.
- II. 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 employee (Reference Personnel Policy Section 2.5., Employee Assistance Program).

2.16 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.

2.17 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.

2.18 Telecommuting Policy

The Authority has a Telecommuting policy that 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. The appeals process does not apply 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 for 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.

2.19 Employment References and Background Checks

Employment References for New Employees

To ensure 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

3.1 Salary Administration Definitions

I. 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 in 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.

II. 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 **their** supervisor.
- B. Successful completion of the orientation period should not be construed as creating a contract guaranteeing any special privileges.

III. 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.

IV. Base Salary

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

V. Employee Status and Overtime Pay

- A. 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.

1. Special rules apply to Public Agency employees. An exempt employee of a public agency may have their pay reduced or may be placed on unpaid leave for absences due to personal reasons of less than one full day when leave is not used by the employee because:

- a. Permission to use leave has not been sought or permission has been sought and denied;
- b. The employee's accrued leave has been exhausted; or
- c. The employee chooses to use leave without pay;

Provided that the employee is paid according to a pay system established by statute, ordinance or regulation or by a policy or practice established pursuant to the principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the public agency employee's pay to be reduced for such absences.

- B. 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. 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.
 - 1. Overtime hours should be approved in advance by the Division Director or Supervisor.
 - 2. Solely for overtime pay purposes, hours worked include designated holidays, vacation, personal, and sick leave hours.
- C. Employees will be informed of their status at the time of hire and when a change occurs due to a promotion or transfer.

VI. 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.

VII. On-Call Pay

Any regular, full-time, permanent, hourly employee who is scheduled to be on-call 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.

3.2 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 is as follows:

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

The payment is issued upon the anniversary date of the employment with the Authority or the next payday, to be determined by Finance. The payment is not incorporated in the annual salary, but is a one-time payment. The payment may be withheld by the Executive Director for issues of performance or just cause.

3.3 Salary Administration Policy

I. Job Description

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

II. 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.

III. Performance Reviews

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. Such evaluations will normally occur at the completion of the Orientation Period, and on a quarterly basis thereafter.

An annual review will occur during the fourth quarter of each fiscal year, and become the basis for annual salary adjustments. Your Supervisor will develop a schedule each year for completion of your annual review.

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

All performance reviews will be based on your overall performance in relation to your goals, job responsibilities, and will also take into account your conduct, demeanor, and record of attendance. Special written performance reviews may be conducted by your supervisor at any time to advise you of the existence of performance problems. Completed performance review forms will be maintained in a confidential employee file.

IV. 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 of Directors 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 review for the current rating period.
- C. Individual performance is the key criterion in determining increases in an employee's pay.

The Executive Director shall approval all pay increases.

V. Executive Director's Compensation

The Governance Committee of the Board of Directors recommends modifications to the Executive Director's compensation. The Board of Directors then reviews, approves or denies the recommendation on an annual basis. The Executive Director's compensation may be subject to an employment contract.

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

VI. 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, they will advance to a pay rate that is equal to or greater than the rate in the previous position.

VII. Salary Advances

Employee salary advances are not permitted.

VIII. Employee Garnishments

The Authority complies with employee wage garnishment and levy notices, which will have no impact on employment.

3.4 Employee Payroll

I. The Authority requests all newly hired employees to enroll in direct deposit for payroll purposes. The Authority will provide pay statements by email each payroll period.

SECTION 4 – BENEFITS

4.1 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.

4.2 Medical Insurance

I. Authority Employees

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.

II. Health Insurance Stipend

An employee who has medical insurance coverage from another source may opt NOT to participate in the Authority's medical insurance plan and is eligible to receive a cash stipend upon providing proof of such alternative medical coverage. The amount of the stipend will be established annually by the Governance Committee of the Authority Board and is paid **bi-weekly** over the course of the year as part of the employee taxable compensation. The stipend will stop if the employee chooses to enroll in the Authority's medical insurance plan part way through the year, (assuming this enrollment is permitted by the medical insurance plan).

III. Retirees

A retiring employee may choose to continue medical coverage if they are employed by the Authority 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.

IV. Consolidated Omnibus Budget Reconciliation Act (COBRA)

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.

4.3 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 time off for the number of regularly scheduled hours of work lost due to the injury/illness. The employee may not claim time off 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 time off 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, **if utilizing accrued time off during such period**. 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.

Family and Medical Leave (FML) will run concurrent when an employee is out of work on Workers' Compensation as provided for in Section 4.9. 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.

4.4 Retirement Plans

At the time of employment, Authority employees have the option to enter in to the New York State Employee's Retirement System (ERS), or the New York State Voluntary Defined Contribution (VDC) Program.

Option 1: New York State Employee's Retirement System (ERS) / Defined Benefit Plan

The Authority participates in the New York State Employees' Retirement System (ERS). 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. For more information, go to <https://www.osc.ny.gov/retirement>.

Option 2: New York State Voluntary Defined Contribution (VDC) Program

The Authority participates in the New York State Voluntary Defined Contribution (VDC) Program. This retirement option will be made available to all unrepresented employees of NYS public employers who are paid at a rate of \$75,000 or more on an annual basis as an alternative to the Employees' Retirement System (ERS) defined benefit plan system, at time of hire. Transferring State employees whose immediately preceding employment was with another department, division, or agency of the State are not eligible for the VDC retirement option and must remain with their current retirement system. For more information about the VDC Program, go to <https://www.tiaa.org/public/ms/nyvdc/employee>.

4.5 New York State Deferred Compensation Plan (Optional Participation)

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. For more information, go to <https://www.nysdcp.com/rsc-web-preauth/index.html>.

4.6 Section 125 Flexible Benefits Plan (Optional Participation)

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.

4.7 Other Benefits

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

4.8 Sick Leave

Sick leave is provided for the benefit of Authority employees. Leave time to care for self, dependents, or family members may be from accrued sick time, personal time, and vacation time. Family Medical Leave (FML) will run concurrent, if applicable as provided for in Section 4.9.

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

- Sick accrual is based upon hire date; accrual begins on the hire date.
- Maximum accrual cannot exceed 200 days or 1600 hours.
- 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 work days to be eligible for coverage. The Short-Term Disability benefit is a maximum of 60% of base weekly income for up to 25 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 work days, employees will receive full pay to the extent that the employee's accrued sick leave covers the un-insured portion of the employee's weekly pay. Sick time will not be paid beyond the maximum 25 weeks disability benefit period. Family Medical Leave (FML) will run concurrent as provided for in Section 4.9.

4.9 Family and Medical Leave Act (FMLA)

The Authority is subject to the provisions of the Family Medical Leave (FML) Act. The FML provides for unpaid leave, and it runs concurrent with Workers' Compensation and Short-Term Disability, or if an employee chooses to use their accrued unused time off balances in place of Short-Term Disability payments. For an employee to be eligible for FML, 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 FML is limited to 12 weeks in a rolling calendar year of unpaid leave, 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 FML 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 FML 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 FML 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 FML does not continue to accrue benefits while in an inactive work status (retirement credit, vacation and sick time benefit accruals) during the leave period.

The Authority will pay the employee's insurance premiums for elected health, dental and vision insurances for up to 12 weeks of inactive status. Then, upon return to work, the employee will reimburse the Authority by:

- Sending a check made out to the Development Authority of the North Country for the total amount due, or
- Payroll deductions, within 6-pay periods, for the total amount due.

After 12 weeks of inactive status, the inactive employee and their covered dependents may elect to continue their health, dental and vision coverage under COBRA.

If the employee does not return to work in active status, they will be responsible for the Employer and employee portion of the health, dental and vision premiums paid on their behalf during the LOA. In addition, the employee will be responsible for the premiums paid on behalf of the employee for any voluntary benefit, if applicable.

If the employee was receiving a health insurance stipend before they were on a leave of absence, the Authority will continue to reimburse an employee the health insurance stipend, biweekly, for up to 12 weeks. If the employee is in an inactive work status 61 or more-work days, the health insurance stipend will end.

Employees returning from FML 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.

4.10 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.

4.11 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.

4.12 Vacations

- I. The Authority provides annual paid vacation to eligible employees and it is administered and scheduled on a fiscal year basis (April 1 – March 31) to meet the requirements of the Authority and, whenever possible, the convenience of the employee.
- II. 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.
- III. Vacation accrual is based upon hire date and length of service; accrual begins on the hire date.
- IV. Eligible employees accrue vacation at the following rates:
 - Hire date through completion of 5 years of service** - accrual rate 4.62 hours per pay period, equivalent to 3 work weeks per year.
 - 5 years through completion of 10 years of service** - accrual rate 5.38 hours per pay period, equivalent to 3.5 work weeks per year.
 - 10 years through completion of 15 years of service** - accrual rate 6.15 hours per pay period, equivalent to 4 work weeks per year.
 - 15 years through completion of 20 years of service** – accrual rate 6.92 hours per pay period, equivalent to 4.5 work weeks per year.
 - 20 or more years of service** – accrual rate 7.69 hours per pay period, equivalent to 5 work weeks per year.

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.

- A. Employees may accumulate unused vacation up to a maximum of one and one half times (1 and 1/2) the annual entitlement at fiscal year end (March 31st) as long as all other provisions of the vacation policy are met.
- B. Employees are not permitted to take paid vacation in excess of hours accrued.
- C. 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.
- D. Accrued vacation paid upon termination may not be used to extend length of service beyond the last day worked.

4.13 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 fiscal year for any type of cancer screening without deducting from any other leave time (i.e., sick, personal, or vacation).

4.14 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 time applies to employees in a committed domestic partner relationship or same-sex domestic partner relationship.

Jury Duty:

Any employee required to serve jury duty will receive an equivalent of their full pay for the days absent from work. It is the responsibility of the employee to provide proper documentation **as proof** of service. Such documentation 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.

4.15 Leave of Absence

A Leave of Absence (LOA) without pay from active employment at the Authority may be granted, at the sole determination of the Executive Director. Prior written approval must be obtained from the Executive Director, except in emergencies. Employees will submit a written request for a LOA 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.

- I. If the Leave of Absence (LOA) **is not Family Medical Leave (FML) protected time away from work, and** 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 LOA extends for more than eight (8) weeks, the employee will generally be eligible for the first suitable opening for which the employee is qualified.
- II. Employees must use all of their accrued time and the remaining time will be unpaid. The employee does not continue to accrue vacation and sick leave benefits, and retirement payments will cease.
- III. The Authority will continue to make contributions on behalf of the employee for their elected health, dental, vision and disability insurances for up to eight (8) weeks of inactive status, and the employee is overall responsible for paying their employee insurance premiums while they are out of work on the Leave of Absence (LOA). The employee insurance premium payback can be done in either one of two ways: The employee may pay the Authority while they are out of work on a monthly basis. Or, pay the total amount due in full within 6 pay periods upon their return from the LOA. After eight (8) weeks of inactive status, the inactive employee and their covered dependents may elect to continue their health, dental and vision coverage under COBRA.
- IV. If the employee does not return to work in active status, they will be responsible for the **Employer and employee portion** of the health, dental and vision premiums paid on their behalf during the LOA. In addition, the employee will be responsible for the premiums paid on behalf of the employee for any voluntary benefit, if applicable.
- V. If the employee was receiving a health insurance stipend before they were on a leave of absence, the Authority will continue to reimburse an employee the health insurance stipend, biweekly, for up to eight (8) weeks. If the employee is in an inactive work status after eight (8) weeks, the health insurance stipend will end.

4.16 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

5.1 Training and Development Policies

- I. The Authority provides an onboarding session for new employees to acquaint them with the terms and benefits of their employment and with their role and responsibilities as an employee of the Authority.
- II. 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.
- III. 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.

5.2 Tuition Reimbursement

- I. 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.
- II. 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.
- H. Only regular employees with one year or more of service are eligible for tuition reimbursement, unless specifically authorized by the Executive Director.

SECTION 6 - EMPLOYEE TRAVEL AND MISCELLANEOUS EXPENSES

- I. 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 employee's assigned location and for reimbursement of certain other expenses.
- II. The policy applies to the Board of Directors and employees of the Authority.
- III. Refer to the Travel and Miscellaneous Expense Policy for detailed guidance.

SECTION 7 – RECORD OF REVISIONS

Revision Date: March 13, 2009; Resolution No. 2009-03-20
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)
Revision Date: March 28, 2024; Resolution No. 2024-03-23 (Added: Special Rules Applicable to Public Agency, NYS Voluntary Defined Contribution (VDC). Updated: Section 4.15 Personal Leave of Absence, Appendix A (Organizational Chart) and Appendix B (Standard Work Day))

PERSONNEL POLICY ACKNOWLEDGEMENT FORM

This Personnel Policy, dated March 28, 2024, is not a contract guaranteeing employment, and nothing in it, or any other policy or communication, changes the fact that employment with the Development Authority of the North Country is at-will. At-will employment means you can leave the Development Authority at any time, and the Development Authority can terminate your employment at any time, for any reason.

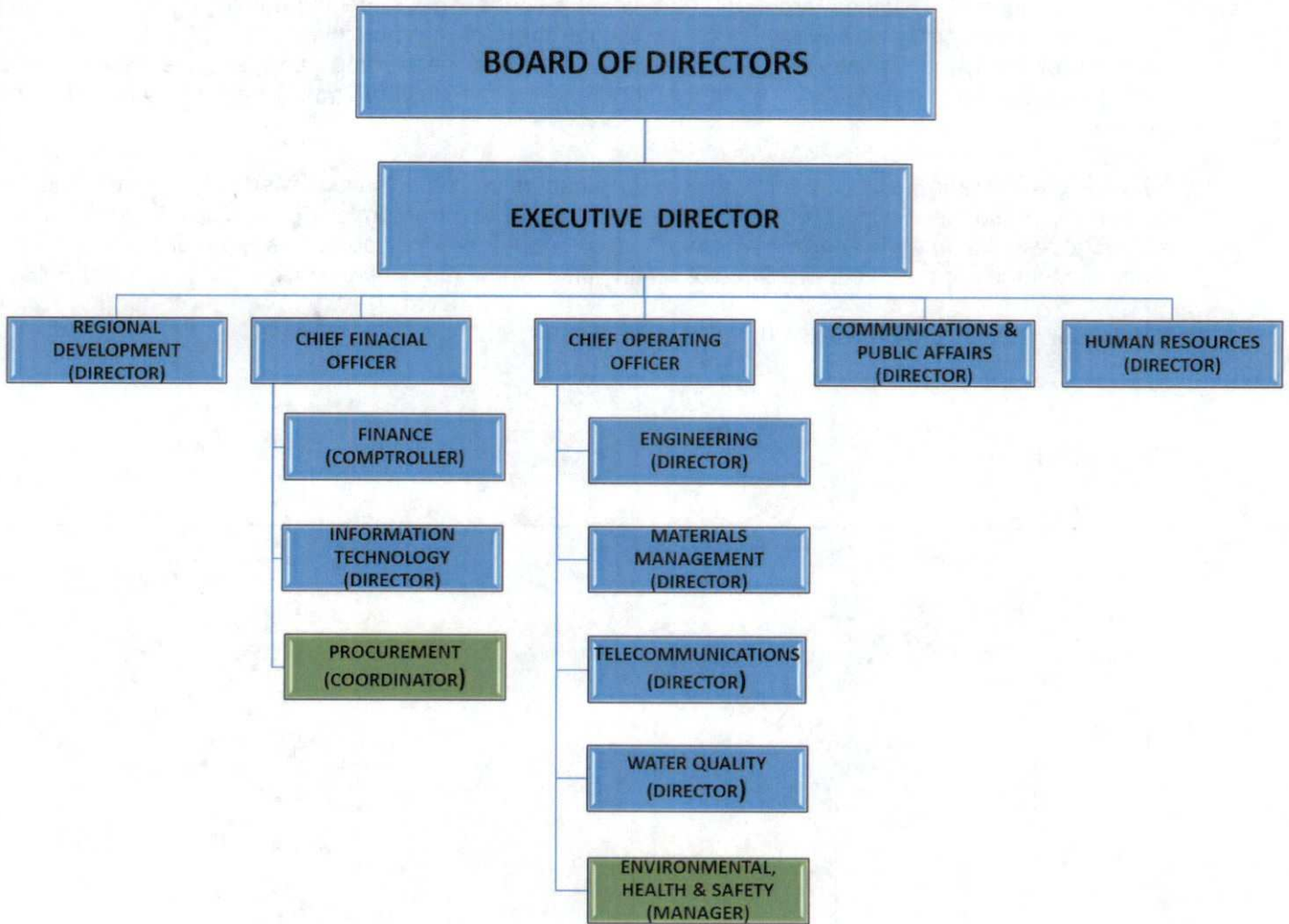
By signing this acknowledgment form, you confirm understanding and acknowledge the contents in the Authority's Personnel Policy. You further understand that the Personnel Policy can be found on the Authority's website at www.danc.org. Furthermore, you acknowledge you can ask your direct supervisor, human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

The undersigned acknowledges the above statement:

Employee Name:

Date:

APPENDIX A – ORGANIZATION CHART



APPENDIX B – STANDARD WORK 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 Coordinator	8.0 Hours
Administrative Specialist - TELECOM	8.0 Hours
Administrative Specialist - WATER QUALITY	8.0 Hours
Assistant Director of Telecom	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 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
Executive Assistant	8.0 Hours
Executive Director	8.0 Hours
GIS Analyst	8.0 Hours
GIS Intern	8.0 Hours
GIS Supervisor	8.0 Hours
Human Resources Specialist	8.0 Hours
IT Application Analyst	8.0 Hours
IT Technician	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 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 Operator	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 II	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. 2024-03-24
March 28, 2024

**APPROVING MODIFICATIONS TO TRAVEL AND MISCELLANEOUS
EXPENSE POLICY**

Whereas, the Development Authority of the North Country operates according to Board policies and administrative guidelines as may be amended from time to time, 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 reviewed and recommends modification to the Travel and Miscellaneous Expense Policy with the changes reflected in the following sections:

Section 3.3.5, Added information regarding the Authority's corporate rental car account.

Section 6.3, Replaced Compliance Officer with Administrative Coordinator for the audit of expense reports.

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: D. Mastascusa

Seconded by: M. Hall

Bibbins – Yes

Doheny – Yes

Hall – Yes

Hefferon – Yes

Henry - Present

Hunt - Present

MacKinnon – Yes*

McGrath – Present*

Mastascusa – Yes

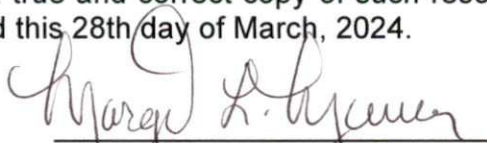
Murray – Absent

Virkler – Yes

*- indicates attendance via videoconference.

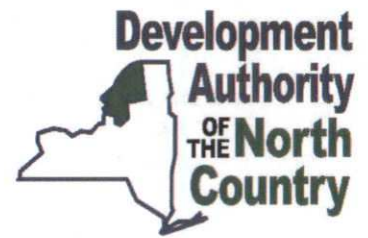
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

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. 2024-03-24 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country

Subject: Travel & Miscellaneous Expense Policy
Adopted: March 28, 2024
Resolution: 2024-03-24



TRAVEL & MISCELANEOUS EXPENSE POLICY

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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.

2.2 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. Rental vehicles shall be obtained using the Authority corporate rental account only. See the Procurement Coordinator for corporate contact/account information.
 - 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~~ **Administrative Coordinator** 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
Revision/Review Approval Date: March 28, 2024

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. 2024-03-25
March 28, 2024

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 the professional services contracts as identified on Schedule A, and be it further

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. 2024-03-25

Schedule A

PROFESSIONAL SERVICES STANDARDIZATION

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
Optimization 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

Motion by: D. Mastascusa
Seconded by: K. Bibbins

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

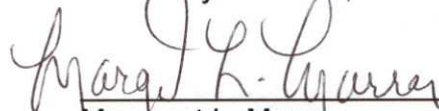
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-25 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-26

March 28, 2024

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 identified on Schedule A, and be it further

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. 2024-03-26

Schedule A

COMPUTER SOFTWARE STANDARDIZATION

DESCRIPTION

SOFTWARE PROGRAM

Accounting Software

Microsoft Dynamics SL

Purchase Requisition Software

eRequester (Paperless Business Systems)

Office Suite Applications

Microsoft Office, Adobe Professional

Engineering Drawings

Bluebeam Revu

Network Security Software

OpenDNS, Barracuda WAFaaS

Antivirus Software

Webroot

SCADA Alarm Software

Specter Instruments: WIN-911

SCADA Software/RTU

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/RIO (HACH)

Pipeline Inspection Software

PipeLogix, Pro Pipe

Fiber Management Software

NetDesigner/Enghouse

Fiber Assignment Software

FileMaker

Fiber Assignment Software

3GIS

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

Network Alarm Software

3-D Draw & Design Software

E-mail Phishing Software

Two-Factor Authentication Software

HR Software

Secure File Sharing Software

Network Web Filter Software

Backup & Disaster Recovery

Remote Access Software

E-mail Spam Filter Software

Video Conferencing Software

VPN

Amortization Software

Server Monitoring Software

Email Filtering Software

Internet and Intranet Web Host

Radiation Detection Software

Password Management Software

Network Access Control

Cloud Server

Fleet GPS

Desktop Central

PRTG Network Monitoring

AutoCad

KnowBe4

Duo, Microsoft Azure

Bamboo HR

ShareBase

Barracuda

Barracuda

Team Viewer

RealVNC

Titan HQ

Zoom, Cisco WebEx

Cisco Anyconnect

Time Value

Uptime Robot

ORF Fusion

EVOGOV

RadComm Controller

Keeper

Forescout

Microsoft Azure

Motive

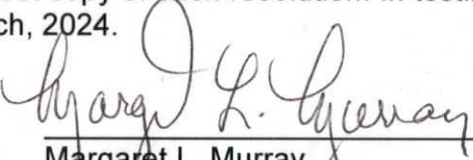
Motion by: E. Virkler
Seconded by: D. Mastascusa

Bibbins – Yes	Hefferon – Yes	MacKinnon – Yes*	Murray – Absent
Doheny – Yes	Henry - Present	McGrath – Present*	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-03-26 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-27
March 28, 2024

**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 defined in Schedule A, as necessary for construction or operational activities and will provide 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. 2024-03-27

Schedule A

MATERIALS MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

CLASSIFICATION	MANUFACTURER/MODEL
Articulated Hauler (Ejector)	Caterpillar (740)
Compaction GPS Hardware	Geologic Orion
Drone Equipment	Skydio
Full Flow Pipe Flow Meters	Emerson-Rosemount
GPS Locating Equipment	Trimble
HDPE Fusion Equipment	McElroy Manufacturing
Landfill Compactor	Caterpillar (836)
LFG Wellheads	QED Environmental Systems Elkins Earthworks, LLC
LFG Well Pumps	QED Environmental Systems
Open Channel Flow Meters	ISCO, Inc.
Radiation Monitoring Equipment	RadComm
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

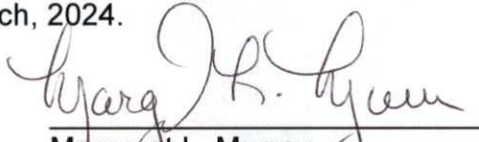
Motion by: M. Hall
Seconded by: D. Mastascusa

Bibbins – Yes	Hefferon – Yes	MacKinnon – Yes*	Murray – Absent
Doheny – Yes	Henry - Present	McGrath – Present*	Virkler – Yes
Hall – Yes	Hunt - Present	Mastascusa – 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. 2024-03-27 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-28
March 28, 2024

**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 defined in Schedule A, as necessary for construction or operational activities and will provide 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. 2024-03-28

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**
Hunt - **Present**

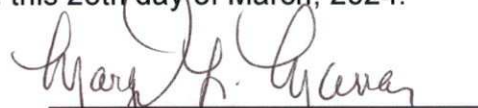
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-28 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-29
March 28, 2024

**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.

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 defined in Schedule A, as necessary for construction or operational activities and will provide 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. 2024-03-29

Schedule A

WATER QUALITY MANAGEMENT DIVISION EQUIPMENT STANDARDIZATION

CLASSIFICATION	MANUFACTURER/MODEL
Air Relief Valves	A. R. I. Flow Control Accessories
Chemical Feed Pumps (diaphragm)	Liquid Metronics Incorporated (LMI)
Chemical Feed Pumps (peristaltic)	Blue-White Industries, Ltd.
Chlorine/Turbidity Analyzers	HACH Company
Double Suction Centrifugal Pumps	Xylem Family (Goulds)
Full Flow Pipe Flow Meters	Emerson-Rosemount
GPS Locating Equipment	Trimble
Grinder Pumps	Environmental One Corp. (E-ONE)
Leak Detection Equipment	Subsurface Instruments, Inc.
Open Channel Flow Meters	ISCO, Inc. HACH Company
pH Analyzers	HACH Company
Pressure Transmitters	Schneider Electric-Foxboro
Self Priming Pumps	Xylem Family (Godwin)
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
Self Priming Pumps	Xylem Family (Godwin)
Surgebuster Swing Check Valves	Val-Matic Valve & Manufacturing Corp.
Variable Frequency Drives	ABB

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

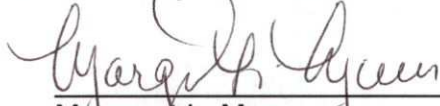
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-29 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-30
March 28, 2024

**TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF MALONE
WASTEWATER OUTFALL 002 DECOMMISSIONING STUDY**

Whereas, pursuant to **Resolution No. 2021-12-131**, the Development Authority of the North County (Authority) and the Village of Malone (Village) entered into an agreement to provide Management Services for the Village's Water and Wastewater Treatment Facilities, and

Whereas, the Authority, on behalf of the Village submitted a Consolidated Funding Application (Number 13128) related to developing a Preliminary Engineering Report for the decommissioning of Wastewater Outfall 002 during the 2023 application period, and

Whereas, the Village's application was successful in receiving a \$50,000 Engineering Planning Grant (EPG) from the NYS Environmental Facilities Corporation (EFC), and

Whereas, the Village has requested technical services from the Authority to include project management, funding/financial administrative assistance, and engineer solicitation in support of implementing this project, and

Whereas, the total cost of the services to be provided by the Authority through completion of the preliminary engineering report shall not exceed \$6,000.

Now, therefore be it

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

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

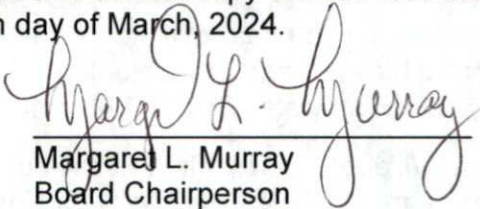
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-30 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson

**TECHNICAL SERVICES AGREEMENT FOR
WASTEWATER TREATMENT PLANT OUTFALL 002 DECOMMISSIONING STUDY**

**WITH THE
VILLAGE OF MALONE**

This Agreement entered into this ____ day of _____ 2024, by and between:

VILLAGE OF MALONE, a municipal corporation of the State of New York having an office building and principal place of business located at 343 W. Main Street, Malone, NY 12953, herein after referred to as "Village",

And

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

Recitals

1. The Authority has been working with the Village of Malone since 2018 to provide Water Quality Management and Engineering services related to the Village's water and wastewater facilities.
2. The Authority on behalf of the Village submitted a Consolidated Funding Application Number 131218 related to the decommissioning of Outfall 002 Study located at the Wastewater Treatment Plant during the 2023 application period. The Village's application was successful receiving a \$50,000 Engineering Planning Grant (EPG) from the NYS Environmental Facilities Corporation (EFC).
3. The Village has requested technical services from the Authority to assist in the implementation of this project. At its Board meeting held on _____, 2024, the Village Board approved the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
4. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

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

Phase 1- Project Development

- a. Project Management:

The Authority will coordinate all aspects of the project through completion of the Preliminary Engineering Report (PER) that is required in order to satisfy the requirements of the EPG. Services will include coordinating with Village staff throughout the project duration; soliciting and coordinating the services of an engineering firm to be contracted by the Village, and coordinating monthly project meetings.

b. Funding/Financial Administrative Assistance:

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

c. Development of the PER Request for Proposal (RFP):

The Authority will work with the Village to develop a customized RFP package defining the scope of work the Village desires to complete. The process and RFP requirements shall comply with the June 1, 2023 New York State Revolving Fund Architectural/Engineering Services Procurement Memorandum for SRF Funded Projects.

d. RFP Oversight:

The Authority will assist the Village in its selection of a firm for Village Trustees 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 Village will make the final selection of the firm and execute the contract upon final recommendation of the Village Attorney.

e. 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 Village's needs and system operations, and review the PER once completed to provide final comments.

Phase 2

- a. Construction Administration Phase: The Authority will provide assistance to the Village Mayor, Clerk/Treasurer, and Trustees with various project related tasks including coordination with legal and bond counsel, engineers, funding agencies, regulatory agencies, fiscal consultants and other interested parties for the compilation of required documentation for EFC/DOH, submittal of disbursement requests, maintenance of project budgets, compilation and submittal of M/WBE reports, and generally facilitate Village reimbursement in accordance with the terms of their funding agreements.

- b. Project Close-Out Phase: The Authority will provide assistance to coordinate the conversion of short-term/interim financing to long-term financing and administrative project close-out.
2. The Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1; however, the total cost of such services shall not exceed \$6,000

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 Village elects to discontinue services. Should the Village elect to proceed with additional services related to the Outfall 002 Decommissioning 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 Village within 30 days of receipt of each invoice.

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

TABLE 1

3. The Village shall provide the reasonable support services of its attorney, Clerk, Treasurer and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority. The Authority will conduct all work under the sole direction of a single, primary point of contract, designated as the Village Mayor for this agreement.
4. The Authority shall carry general public liability insurance with respect to its performance of this contract in amounts and coverage maintained on its general operations, and shall name the Village as additional insured on the liability policy.

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

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

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF CLAYTON

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

By: _____
Andrea Dumas
Mayor

Date: _____

Date: _____



Board Resolution No. 2024-03-31
March 28, 2024

CAPITAL PROJECT BUDGET AMENDMENT
WATER QUALITY DIVISION
WARNECK PUMP STATION PUMP, FLOW METER, AND
CONTROLS UPGRADE PROJECT

Whereas, pursuant to **Resolutions No. 2022-02-13** the Development Authority of the North Country (Authority) established a \$20,000 capital project budget to complete preliminary engineering to complete improvements to the pumps at the Warneck Pump Station (WPS), and

Whereas, pursuant to **Resolution No. 2023-02-11** the Authority increased the budget for said capital project by \$243,000 to \$263,000 to remove and ship Pump No. 1 and No. 2 to the factory for refurbishment, remove and replace three flow meters, remove and replace six temperature/vibration sensors, and remove and replace six pressure sensors at the Warneck Pump Station, and

Whereas, the project scope included that each pump be taken out of service one at a time, disassembled by a contractor and shipped back to the factory to be evaluated, and

Whereas, on October 17, 2023 a competitively procured contractor removed and shipped the rotating assembly for Pump No. 2 to the factory, and

Whereas, that assessment was completed by the factory and the Authority received the factory inspection report on March 5, 2024 indicating that the estimated cost of the repairs would be \$89,475, and

Whereas, assuming that the repairs needed for Pump 1 will be similar in scope, the necessary repairs will exceed the original project estimate, and

Whereas, these pumps are critical for the operation of the Warneck Pump Station, which receives wastewater from Fort Drum, and the Towns of Champion, LeRay, Rutland, Pamela, and the Village of Black River, and

Whereas, it is recommended that the project budget be increased by \$126,000 to \$389,000, which includes a contingency of \$29,000 for additional work that may be needed for Pump No. 1, and

Whereas, a preliminary evaluation completed by Fluid Kinetics estimated the cost to replace both Pump No. 1 and No. 2 to be \$671,200, thus making the refurbishment of both pumps the most economical solution, and

Whereas, the additional capital costs will be funded from Army Sewer Line Customer Revenue.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Water Quality Division Capital Budget for the FY 2024 Warneck Pump Station Pump, Flow Meter, and Controls Upgrade Project (Project 41064) to increase the budget from \$263,000 to \$389,000, and be it further

RESOLVED, that such increase shall be funded from Army Sewer Line Customer Revenue.

Motion by: K. Bibbins
Seconded by: E. Virkler

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

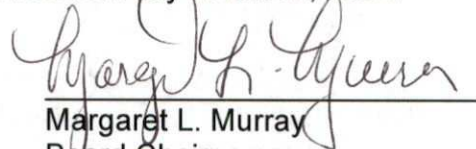
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-31 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-32
March 28, 2024

COMMUNITY DEVELOPMENT LOAN FUND
THOMPSON PARK CONSERVANCY INC.
LOAN MODIFICATION #2

Whereas, **Resolution No. 2020-03-42** authorized a loan of \$100,000 from the Community Development Loan Fund to the Thompson Park Conservancy Inc. for working capital, and

Whereas, **Resolution No. 2023-12-93** authorized a 6-month principal and interest moratorium from October 1, 2023 through March 1, 2024, and

Whereas, the Conservancy is working with the City of Watertown to identify a funding plan to reopen the facility, and

Whereas, the current principal balance on its loan is \$74,221.52 with a maturity date of May 1, 2030, and

Whereas, the Authority has been asked by the Conservancy to consider a principal and interest moratorium for an additional six months, and

Whereas, Staff recommends a principal and interest moratorium for an additional three months beginning April 1, 2024 through June 1, 2024, and

Whereas, Staff will review the Conservancy's financial position in June to determine if any additional considerations or workout should be considered, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve for the Thompson Park Conservancy Inc. a 3-month principal and interest moratorium on its Community Development Loan Fund loan beginning with the April 1, 2024 payment and ending with the June 1, 2024 payment, with all other terms and conditions remaining the same.

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

Bibbins – Yes
Doheny – Yes
Hall – Yes

Hefferon – Yes
Henry - Present
Hunt - Present

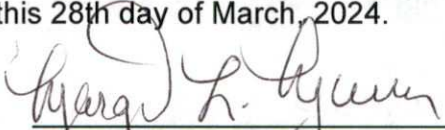
MacKinnon – Yes*
McGrath – Present*
Mastascusa – Yes

Murray – Absent
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. 2024-03-32 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Thompson Park Conservancy Inc.

Loan Fund: Community Development Loan Fund

Loan Amount: \$100,000.00

Term: 120 months

Rate: 5%

Payment: Monthly principal and interest payments

Collateral: Co-proportional third lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Thompson Park Conservancy.

Conditions: Watertown Local Development financing of \$40,000



Board Resolution No. 2024-03-33
March 28, 2024

ECONOMIC DEVELOPMENT LOAN FUND
ST. LAWRENCE COUNTY SNOWMOBILE ASSOCIATION INC.
LOAN

Whereas, the St. Lawrence County Snowmobile Association (SLCSA) is requesting a loan of up to \$250,000 from the Economic Development Loan Fund to bridge a NYS Office of Parks, Recreation, and Historic Preservation Recreational Trails Program Grant to purchase a new groomer, and

Whereas, the SLCSA is a 501(c)(3) not for profit organization, and

Whereas, the SLCSA meets the criteria of the Economic Development Loan Fund.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby authorize a loan in the amount of up to \$250,000 from the Economic Development Loan Fund to St. Lawrence County Snowmobile Association Inc. 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 further be it

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

Motion by: M. Hall

Seconded by: D. Mastascusa

Bibbins – **Abstained**

Doheny – **Yes**

Hall – **Yes**

Hefferon – **Yes**

Henry - **Present**

Hunt - **Present**

MacKinnon – **Yes***

McGrath – **Present***

Mastascusa – **Yes**

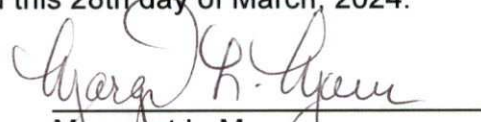
Murray – **Absent**

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. 2024-03-33 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: St. Lawrence County Snowmobile Association Inc.

Loan Fund: Economic Development Loan Fund

Amount: up to \$250,000.00

Loan Term: 12 months

Loan Rate: ½ Wall Street Journal Prime Plus 1 set at closing

Loan Payment: Monthly interest only payments

Collateral: Assignment of grant proceeds

Conditions:

- Grant award letter
- If there are issues with the grant repayment, then Authority would take a lien on the equipment to be purchased.

Economic Development Loan Fund

BORROWER: St. Lawrence County Snowmobile Association Inc.

BUSINESS LOCATION: PO Box 421, Canton, NY 13617

OWNERSHIP: 501 C 3 not for profit

OFFICERS:

Debbie Christy	President
Danny Collins	Vice President
Susan Bouchey	Secretary
Tim Tebo	Treasurer

AMOUNT: up to \$250,000.00

TERM: 12 months

RATE: ½ Wall Street Journal Prime plus 1 set at closing, (5.25% as of 3/18/2024)

PAYMENTS: Monthly interest only payments.

COLLATERAL: Assignment of grant proceeds

USE OF FUNDS: \$250,000 to bridge NYS Grant, upon receipt of grant proceeds will pay-off loan.

GUARANTORS: None

EMPLOYEES:

Current:	0 FTE
Years 1-3:	0 FTE
Total:	0 FTE

USE OF FUNDS:

SOURCES OF FUNDS

USES OF FUNDS

Cash	\$ 70,736.00	2024 Track Vehicle	\$295,301.00
NYS Recreational Trails Program	\$250,000.00	Drag w/lightbar	\$ 25,435.00
Total Sources	<u>\$320,736.00</u>	Total Uses	<u>\$320,736.00</u>

**Authority funds to bridge NYS Recreation Trails Program funding. Snowmobile Association believes that the Authority funds will be repaid within 90 days, however staff would still like a 12 month term on the loan.

Economic Development Loan Fund

NYS Recreational Trails Program Grant-Approved

PROJECT:

The St. Lawrence County Snowmobile Association is requesting up to \$250,000 from the Economic Development Loan Fund to bridge a NYS Recreation Trails Program grant to purchase a new groomer and trail paver drag. Upon receipt of the grant funds, the loan would be paid in full.

The SLCSA was formed in 1974. They are purchasing a 2024 Tucker-Terra 2 Passenger Regular Cab and a MTN 8'4" x 18 drag with light bar. The equipment will be used for the Remsen/Lake Placid Railroad Corridor.

The Club has over \$2 million in equipment with no debt against it. If there were issues with the grant, the Authority could take a lien on the new piece of equipment worth over \$300,000.

FINANCIALS:

Historical

	<u>2022</u>	<u>2023</u>	<u>3/18/2024</u>
Total Revenue	\$147,511	\$172,858	\$246,144
Operating Expenses	\$190,695	\$224,349	\$174,106
Change in Net Assets from Operations	(\$43,184)	(\$51,491)	\$72,038
Other Gain/(Loss)	\$0	\$21,250	\$0
Change in Net Assets	(\$43,184)	(\$30,241)	\$72,038
Add Back: Depreciation	\$75,431	\$90,196	\$0
Total Cash Available for Debt	\$32,247	\$59,955	\$72,038

- The historical financial information for 2022 and 2023 was from the organization's audit. The fiscal year end is March 31.
- Primary income in 2022, \$124,706, and 2023, \$149,457, is from the OPRHP's Snowmobile Trail Grant Program. The grant is for one term and covers the period April 1 to the following March 31 and requires the SLCSA to submit a grant application each year by June 1 following the start of that grant year. Other income sources in 2023 are membership dues, \$10,300, sale of trail maps, \$11,947, and contributions/fundraising, \$945.
- Primary expenses in 2023 are for equipment repairs, \$54,826, fuel expense, \$40,113, and insurance, \$18,464. Depreciation expense was \$90,196.
- The profit/loss statement through 3/18/2024 was internally prepared. Revenue in 2024 included the \$45,605 in grant receivable on the books as of 3/31/2023. Grant income totaled \$212,310 in 2024. There was no depreciation expense on the financial statement provided for 3/18/2024.

Economic Development Loan Fund

Balance Sheet

	3/31/2022	3/31/2023
Current Assets	\$427,220	\$274,416
Fixed Assets	\$468,153	\$586,986
Total Assets	\$895,373	\$861,402
Current Liabilities	\$3,970	\$240
Long-Term Liabilities	\$0	\$0
Total Liabilities	\$3,970	\$240
Net Assets	\$891,403	\$861,162
Total Liabilities & Net Assets	\$895,373	\$861,402

- Biggest change in current assets in 2023 over 2022 was in grant receivable which went from \$124,706 in 2022 to \$45,605 in 2023. Grant receivable represents that portion of the Snowmobile Trail Grant Program that has been billed but not collected as of the date of the audit. Cash decreased by \$61,952 in 2023.
- Fixed assets increased by \$118,833 in 2023 over 2022.
- The Snowmobile Association does not have any debt.

Credit:

The Logic Score for the St. Lawrence County Snowmobile Association is a high risk score of 55, with a warning business failure assessment. There are no days beyond terms reported either current, or historical. It has no derogatory public records, collection accounts, or pending lawsuits. It has no trade lines, thus the absence of days beyond terms.

Collateral Analysis

- Authority doesn't usually take collateral other than the assignment of grant proceeds; however if there were issues with the grant or loan, the Authority could take a lien on the new equipment to be purchased with a cash value of over \$300,000.

Contingencies:

- Recreational Trails Program grant of \$250,000
- If grant falls through, the Authority would take a lien on the new equipment to be purchased.

STAFF RECOMMENDATION:

Staff recommends a loan of up to \$250,000 from the Economic Development Loan Fund to the St. Lawrence County Snowmobile Association, Inc. based upon the terms and conditions above.



Board Resolution No. 2024-03-34
March 28, 2024

**HOME-ARP
AUTHORIZING CONTRACTS**

Whereas, the Administrative Board for the North Country HOME Consortium met on November 2, 2023 and awarded funding from its Housing and Urban Development (HUD) HOME-ARP allocation in the amount of \$2,988,032, and

Whereas, the HOME-ARP awards will be made contingent upon acceptance by HUD of the amended 2021 HOME Consolidated Plan, and

Whereas, the following organizations will receive HOME-ARP contracts for funding:

Organization	Amount	Use of Funds
Watertown Urban Mission	\$107,000	Supportive Services, Administration
North Country Transitional Living Services, Inc.	\$107,000	Supportive Services, Administration
S.T.E.P. By S.T.E.P. Inc.	\$1,037,900	Supportive Services, Affordable Housing, Non-Profit Operating Capacity, Administration
Snow Belt Housing Company, Inc.	\$249,250	Supportive Services, Non-Profit Operating Capacity, Administration
DePaul Properties Inc.	\$336,882	Affordable Housing
Neighbors of Watertown Inc.	\$900,000	Affordable Housing
Development Authority of the North Country	\$175,000	Grant Administration
Jefferson County	\$75,000	Grant Administration

Whereas, the Development Authority of the North Country, as Grant Administrator, must enter into a contractual agreement with awardees in order to disburse HOME-ARP funding and provide ongoing monitoring of HOME-ARP projects on behalf of the Consortium.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to execute HOME-ARP contracts based upon awards made by the North Country HOME Consortium Administrative Board.

Motion by: E. Virkler
Seconded by: K. Bibbins

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

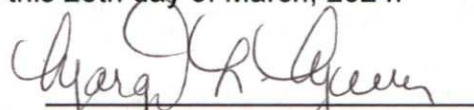
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Abstained**

Murray – **Absent**
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. 2024-03-34 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2024-03-35
March 28, 2024

**NORTH COUNTRY REGIONAL TOURISM TRANSFORMATIONAL
REVOLVING LOAN FUND
TRAILHEAD RESORT LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2018-06-87** authorized a loan of \$233,000 from the North Country Regional Tourism Transformational Revolving Loan Fund (ESD Funds) to Trailhead Resort, LLC to complete improvements for glamping sites in Newcomb, NY (Essex County), and

Whereas, the current balance on the loan is \$200,670.59, and

Whereas, the business is working through cash flow issues due to COVID and localized flooding that occurred in 2023, and

Whereas, the business is in the process of obtaining planning board approval for improvements to their facility that may result in increased cash flow, and

Whereas, the business has requested interest-only payment be made for February 2024 through June 2024, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve for Trailhead Resort LLC interest-only payments for February 1, 2024 through June 1, 2024, with all other terms and conditions remaining the same.

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

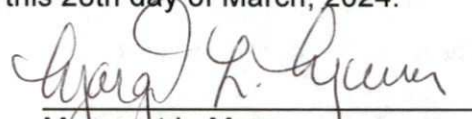
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-35 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Trailhead Resort, LLC

Loan Fund: North Country Regional Tourism Transformational
Community Revolving Loan Fund (**ESD Funds**)

Loan Amount: \$233,000.00

Term: 20 years

Rate: 1%

Payment: Monthly principal and interest payments

Collateral: Second mortgage on real estate behind Essex County IDA
PILOT at 5410 Route 28N, Newcomb, NY; priority lien on
machinery and equipment, furniture and fixtures, inventory,
accounts receivable, and general intangibles of Trailhead
Resort, LLC.

Personal guarantees of Anthony F. Audino and Kelly
Stamas-Audino



Board Resolution No. 2024-03-36
March 28, 2024

**NORTH COUNTRY VALUE ADDED AGRICULTURE LOAN FUND
GOLDEN TECHNOLOGY MANAGEMENT LLC
LOAN MODIFICATION**

Whereas, **Resolution No. 2015-06-78** authorized a loan of \$234,000 from the North Country Value Added Agriculture Loan Fund (ESD Funds) to Golden Technology Management, LLC for a greenhouse facility in Sackets Harbor, NY, and

Whereas, the current balance on the loan is \$90,858.37, and

Whereas, the business is working through cash flow issues due to COVID and is in the process of a refinance and capital raise, and

Whereas, the business has not made its annual payment of principal and interest due on September 1, 2023 and has requested an interest-only payment be made for such payment, and

Whereas, all other terms and conditions of the loan will stay the same.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve for Golden Technology Management LLC an interest-only payment for September 1, 2023, with all other terms and conditions remaining the same.

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

Bibbins – **Yes**
Doheny – **Abstained**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

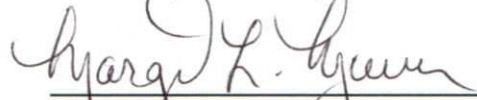
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-36 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Golden Technology Management, LLC

Loan Fund: North Country Value Added Agriculture Loan Fund (**ESD Funds**)

Loan Amount: \$234,000.00

Term: 10 years

Rate: 3%

Payment: Annual principal and interest payments

Collateral: Lien on greenhouse to be constructed and lien on existing greenhouse owned by Agbotic Inc at the same location.



Board Resolution No. 2024-03-37
March 28, 2024

**REGIONAL TOURISM TRANSFORMATIONAL COMMUNITY
REVOLVING LOAN FUND
CEDAR RIVER ECO-RESORT LLC
LOAN RATIFICATION**

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, the Regional Loan Review Committee met March 18, 2024 to review an application from Cedar River Eco-Resort, LLC requesting \$250,000.00 from the Regional Tourism Transformational Community Revolving Loan Fund in order to make improvements and add additional lodging at their facility located at 622 Cedar River Road, Indian Lake, NY (Hamilton County), and

Whereas, the Regional Loan Committee felt that the improvements to be made at Cedar River Eco-Resort meet the objectives of the Fund, and

Whereas, the Regional Loan Review Committee approves a commitment of \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund at the terms and conditions attached.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby ratify a loan in the amount of \$250,000 from the Regional Tourism Transformational Community Revolving Loan Fund to Cedar River Eco-Resort LLC 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 further be it

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

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

Bibbins – **Yes**
Doheny – **Yes**
Hall – **Yes**

Hefferon – **Yes**
Henry - **Present**
Hunt - **Present**

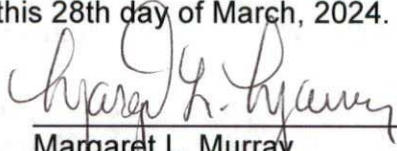
MacKinnon – **Yes***
McGrath – **Present***
Mastascusa – **Yes**

Murray – **Absent**
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. 2024-03-37 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Cedar River Eco-Resort 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: 12 months interest-only, monthly principal and interest to term out loan over 228 months

Collateral: Second mortgage and assignment of rents and leases on 622 Cedar River Road, Indian Lake, NY 12842 (owned by John Hall);

Lien on all machinery and equipment, furniture and fixtures, inventory, accounts receivable, and general intangibles of Cedar River Eco-Resort LLC (with the exception of Timberhut cabin being leased-to-own).

Conditions:

- Cash equity identified to be committed to the project.
- Labor peace does not apply as it will have less than 15 FTE.
- Personal Guarantees of Jacob Weaver, John Hall, David O'Connor, and Lukas Scheurer.
- Acceptable lease agreement between John Hall and Cedar River Eco-Resort LLC
- All required permits and approvals, including APA and flood insurance if necessary.

TRANSFORMATIONAL TOURISM FUND

Borrower: Cedar River Eco-Resort LLC

Project Location: 622 Cedar River Road, Indian Lake, NY 12842
55.015-1-14.112; 55.013-1-48; 55.015-1-14.100; 55.015-1-14.111; 55.015-1-14.200

Borrower Address: 2334 Roxboro Road, Cleveland Heights, OH 44106

Ownership: Jacob Weaver-25%; John Hall-25%, David O'Connor-25%, and Lukas Scheurer-25%

Loan Amount: \$250,000.00

Term: 20 years

Rate: 1%

Payments: 12 months interest-only, Monthly principal and interest thereafter to amortize over remaining 228 months

Guarantor: Jacob J. Weaver, John C. Hall, David G. O'Connor, Lukas Scheurer

Use of Funds: Improvements

Collateral: Second mortgage and assignment of leases and rents on land

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

Total Project Costs

Sources of Funds

<i>Tourism Loan Fund</i>	\$	250,000.00	25%
<i>Owner Equity</i>	\$	379,278.00	

Uses of Funds

Improvements	\$	243,278.00
FFE	\$	160,500.00
Renovations	\$	131,960.00
Infrastructure	\$	23,540.00
Pavilion	\$	<u>70,000.00</u>
Total	\$	<u>629,278.00</u>

Total	\$	<u>629,278.00</u>
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Cash equity-Cash contributed by applicant

Description of Project

Cedar River Eco-Resort is requesting \$250,000 from the Tourism Fund to add lodging and to make improvements to their eco-resort in Indian Lake, Hamilton County.

Cedar River Eco-Resort, LLC is a New York State Business established on February 16, 2024 to operate short term rental vacation accommodations at 622 Cedar River Road in the Town of Indian Lake within Hamilton County. The property was a former 9-hole golf course and 10-bedroom hunting lodge with restaurant, large dining room, and pro-shop overlooking a private lake. It is located on 330+ acres featuring a private 25-acre lake with a depth of 25 feet, river frontage on both sides of the Cedar River, multiple islands and a wide variety of open space and wooded areas with views of Blue Mountain and Sawyer Mountain. The APA had previously approved the location for a 50 unit development and expansion for an 18-hole golf course. The applicant still needs APA approval for this project.

Cedar River Eco-Resort will officially open in April for the Solar Eclipse and hours of operation will be 24/7 from April 1st to November 1st as they have a digital self check-in process. Once they renovate the existing 10-bedroom lodge/recreation center and install the heated structures, they will operate year-round. For example, they purchased modern tiny home structures from TimberHut and geodesic domes that are ready for delivery as soon as they complete the site prep and receive the approval from the town and APA.

Prior to establishing Cedar River Eco-Resort LLC, the members operated as a DBA to explore the viability of the business and rented three Safari Tents via Airbnb as a small market analysis. With very little investment in marketing, they were able to rent the tents almost every weekend throughout the summer months for the past two years bringing in \$18,514.72 with an Average Daily Rate (ADR) of \$174 and a 4.95 out of 5 star rating giving them Superhost status on the Airbnb platform. They have also received over 40 glowing guest reviews and have had several return guests who have made it an annual tradition. They have a wide range of customers ranging from young couples and families to retired nature seekers. Guests can enjoy their pet friendly policy, and amenities such as kayaks, canoes, river tubes, fire pit grills, hiking trails, fishing, stargazing, foraging, and the overall privacy and tranquility that the property provides.

Cedar River Eco-Resort LLC has a 30 year lease with option to extend from the property owner who is a partner in the LLC. All members of the LLC also own equity in the land and will earn more equity as more money and resources are invested into developing the property. They structured it this way to incentivize all partners to continue investing in the property and growing the business in years to come. They currently don't have any employees because each member of the LLC shares in the roles and responsibilities of the business. As they add more accommodations and amenities, they plan to employ some part-time independent contractors for support with housekeeping and maintenance. They are also actively developing strategic partnerships with local guides, outfitters, chefs, and restaurants to provide unique excursions and experiences for our guests. They believe this will further stimulate the local economy.

Proposed Project

The project proposes to:

- Renovate the existing 4,752 s/f lodge which will include 8 bedrooms, great room/multifunction space; glamping lounge in former pro-shop with community bathrooms, and commercial kitchen for events and larger gatherings;
- Purchase furniture and appliances for the lodge;
- Install infrastructure for 14 safari tents, 4 domes, 2 TimberHut cabins, 15 RV sites, and 12 pitch your own tent sites;

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- Install a Strohboid Pavilion;
- Purchase 2 TimberHut year-round cabins, 4 Geodesic Domes, and 16 Safari Tents and furniture.

The following provides a brief description of each product as provided by the applicant.

Pitch Your Own Tent (PYOT) Sites: The “Classic” accommodation, guests will be able to experience the amazing scenery, while having a lower cost option and enjoying the more traditional wilderness experience.

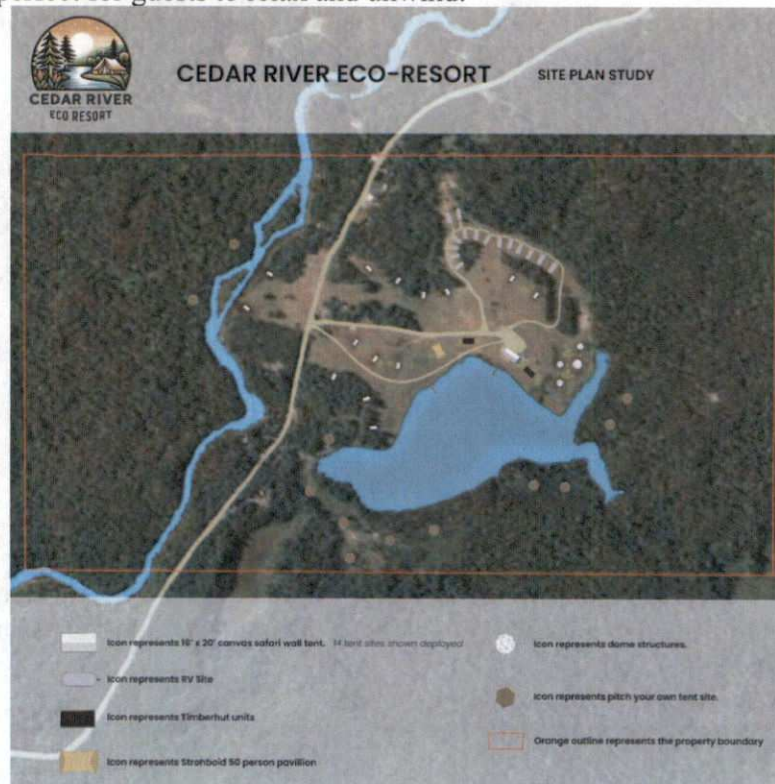
Safari Tents: A tribute to Frontier Life and inspired by African Safaris and early nomadic life, these accommodations are the perfect balance between “civilization” and “the wilderness.” There is a unique balance of comfort and vulnerability that provides a reminder that we too are of nature despite our desire to often control it.

RV Sites: For friends that love hitting the road and taking their home with them. These sites will provide a great opportunity for individuals and families to set up their camper on-site and enjoy the sights, before hitting the road for their next adventure.

Geodesic Domes: A more modern style of accommodation being brought to Indian Lake for guests to experience the Adirondacks in a unique way!

Tiny Home Cabins: A hybrid of the RV and Cabin style accommodation. These provide private bathrooms and cozy accommodation for our guests.

The Lodge: The lodge will be developed to accommodate families and large bookings. The large gathering space is perfect for guests to relax and unwind.



Market

The global glamping market size was valued at \$1.88 billion in 2020 and is expected to expand at a compound annual growth rate of 14.1% from 2024 to 2028. Camping/RV grew to the most reported lodging choice among 2021 (traveler respondents at 26%), followed closely by hotels/motels (23%). The applicant notes that the most popular reported attraction to visit the region continued to be outdoor activities, with 65% of respondents selecting this draw to visit. Seventy-seven percent (77%) of respondents who indicated that they came to the area for outdoor activities stated that hiking was a primary activity of interest. Reported interest in canoeing or kayaking was the next most common reported outdoor interest (45%), followed by boating (22%). Fishing was expressed as an outdoor activity of interest in 12% of respondents and 8% reported interest in cycling. A question regarding hiking preferences continues to indicate strong preference in casual hiking, with 72% of respondents indicating interest in day hikes, 36% in leisure and hard surface hiking and 33% in family hikes. Cedar River Eco-Resort will outshine our competition with unique accommodations, amenities, excursions, and expert local guides to give guests very authentic Adirondack experiences.

Competitors

Camp Orenda is in the Southern Adirondacks and specializes in canvas tents with all-inclusive dining. They have an assortment of sizes of tents and have been featured in National Geographic, Travel and Leisure, The New York Times, Boston Globe, Architectural Digest, USA Today, and several other prominent organizations. They pride themselves on their "focus of the natural element of being outdoors." They promote activities such as hiking, canoeing, kayaking, swimming, cliff diving, mountain biking, trail running, archery, and fishing. They are about 2 miles from Lake Garnett, one of the featured locations for guests to engage in water activities.

Cedar River Eco-Resort will have the option of all-inclusive, while also encouraging guests to go beyond the property and dine at community partner locations. They will have a private lake which adds to the ambiance and can be easily accessed for water activities and utilized in the winter for ice skating, ice fishing, pond hockey, etc. The access to the river increases the connection to the outdoors and provides an additional wilderness experience. Camp Orenda is limited in scope. With its 330+ acres Cedar River Eco-Resort has ample room to scale up, while still maintaining a quaint experience in the woods. It will also have the ability to increase a more diverse set of accommodations as it later develops treehouses, cabins, etc. It will have the capacity to host weddings, music festivals, and other events directly on the property with easy access to accommodations for attendees and room for developing a farm to table experience on site.

Also mentioned in the application is Firelight Camps located in Ithaca, NY. They are currently expanding and are leaders in glamping. However, Cedar River Eco-Resort will differ as it is located in the Adirondacks and is a much larger property with greater opportunities for expansion and activities/experiences.

Other properties mentioned in the application as competitors are Hemlock Hall in Blue Mountain Lake, Adirondack Trail Motel in Indian Lake, and The Hedges on Blue Mountain Lake.

Competitor:	Daily Rate:	Number of Units
Camp Orenda (Johnsburg, NY)	\$250 per night per guest (2 night minimum)	6 tent sites
Huttopia (Lake Lucerne, NY)	\$220-\$300 per night	79 tent sites
Firelight Camps (Ithaca, NY)	\$189 - \$289 (+\$50 per additional person)	unclear
Hemlock Hall (Blue Mt. Lake, NY)	\$195-\$315 (+ \$85 per add. Adult)	appears to be 22
The Hedges (Blue Mt. Lake, NY)	\$295 - \$495 per night	31 (lodge and rooms)
Adirondack Trail Motel (Indian Lake, NY)	\$70 + \$10 second person +\$5 each additional (as of 2017)	Roughly a dozen

Management -

John Hall is born and raised in Indian Lake and owns a cleaning business in the community managing over 10 employees for 30+ years. He will take on the role of Director of Facilities and Housekeeping. John owns the land.

David O'Connor lives in Rhode Island. He visits Indian Lake and his grandparents have a lake house on Adirondack Lake in Indian Lake. He will be the Director of Community Engagement.

Lukas Scheurer lives in Rhode Island. He is an industrial and mechanical designer and attended the Rhode Island School of Design. He is the Director of Design & Innovation.

Jacob Weaver lives in Ohio and co-owns Weaver Brothers Contracting. He is the founder of Advertise for America. He has a Master's in Education Administration/Educational Leadership from Providence College. He is the Director of Operations & Partnerships. He has renovated and managed several short term rental properties including two motels in Bolton Landing and a historic bed and breakfast in Rhode Island. He is a Superhost on Airbnb with over 540 glowing reviews and his experience in starting and running an international boarding school and an alternative day school for Fusion Academy has equipped him with a very unique and transferrable skill set ideal for the Director of Operations and Partnerships position.

Financial Review

	Year One	Year Two	Year Three
Sales	125,941	287,197	327,012
Gross Profit	125,941	287,197	327,012
Expenses	37,240	83,455	87,993
Other Income/(Exp)	0	0	0
Net Income (Loss) before Taxes	88,701	203,742	239,019
Subtract:			
Labor Assumption	26,000	26,000	26,000
Interest	0	0	0

Cash for Debt Service	62,701	177,742	213,019
Tourism Fund	2,500	14,453	14,453
National Bank of Coxsackie	38,271	38,271	38,271
Total Debt	40,771	52,724	52,724
DSC Ratio	1.54	3.37	4.04

Sales Inc (Dec.)	---	128%	10%
Gross Profit	---	----	---
Expenses	30%	29%	27%
Profit Ratio	70%	71%	73%

Tourism Fund-\$1,204.41/mo; interest-only in year one

National Bank of Coxsackie-\$3,189.22/mo

- The projections were prepared internally by the applicant.
- The Safari Tents make up 41% of revenues in year 1 and 40% in year 2. The Lodge makes up 24% of revenues in year one and 32% of revenues in year 2. The Timberhut cabin makes up 12% of revenues in year one and 10% in year two. The small domes make up 10% of revenues in year one and 9% in year two. Pitch your own tents, RV sites and the pavilion rental make up the balance of the revenues. They are not proposing any pricing increases, only increases in unit sales in the first three years. Pricing assumptions:
 - a. Safari Tent Assumptions for next 3 years:
 - Year One: 4 Tents at 33% Occupancy of 140 day season (\$174 ADR)
 - Year Two: 14 Tents at 33% Occupancy of 140 day season (\$174 ADR)
 - Year Three: 14 Tents at 33% Occupancy of 140 day season (\$174 ADR)
 - b. Lodge Assumptions for next 3 years:
 - Year One: Live in August (contingent upon DANC Loan) 40 nights (\$750 ADR)
 - Year Two: 30% Occupancy of 365 day season (\$750 ADR)
 - Year Three: 40% Occupancy of 365 day season (\$750 ADR)
 - c. Timberhut Cabin Assumptions for next 3 years:
 - Year One: Live in July 60 nights (\$240 ADR)
 - Year Two: 30% Occupancy of 365 day season (\$240 ADR)
 - Year Three: 40% Occupancy of 365 day season (\$240 ADR)
 - d. Large Dome Assumptions for next 3 years:
 - Year One: Live in July 33 nights (\$220 ADR)
 - Year Two: 33% Occupancy of 140 day season (\$220 ADR)
 - Year Three: 33% Occupancy of 140 day season (\$220 ADR)
 - e. Small Domes - Assumptions for next 3 years:
 - Year One: 3 domes installed and open in July 33 nights (\$185 ADR)
 - Year Two: 33% Occupancy of 140 day season (\$185 ADR)
 - Year Three: 33% Occupancy of 140 day season (\$185 ADR)
 - f. 12 Pitch-Your-Own-Tent Sites - Assumptions for next 3 years:
 - Year One: Live in July 20 nights (\$45 ADR)

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- Year Two: 10% Occupancy of 140 day season (\$45 ADR)
- Year Three: 20% Occupancy of 140 day season (\$45 ADR)

g. 15 Pitch-Your-Own-Tent Sites - Assumptions for next 3 years:

- Year One: Starting in June 205 nights (\$75 ADR)
- Year Two: 10% Occupancy of 140 day season (\$75 ADR)
- Year Three: 20% Occupancy of 140 day season (\$75 ADR)

- Based on the projections provided, the applicant would have 4 of 14 total Safari Tents to rent in April 2024. They would begin renting the Lodge in August 2024 and the Timberhut Cabin in June 2024. They expect the small domes to be available for rent in July 2024. Projections assume 33% occupancy in year one. They still need APA approvals.
- Expenses seem low. They are only showing lease payments of \$22,400 in year one, \$38,400 in year two, and \$38,400 in year three. The applicant explained that the lease payment includes the taxes paid to the landowner. Expenses also show utility, insurance, cleaning and maintenance. No wages are reflected even though the applicant states that they will hire 3FTE over 3 years. The positions would be a General Manager and Customer Service Rep (year 1), Housekeeping Supervisor, Maintenance Manager, and Customer Service Rep (year 2), and a Customer Service Rep (year 3). In further discussions with the applicant, he noted that they will likely hire a part-time General Manager and Customer Service Rep first at 10 hours per week. He didn't commit to hiring more staff as he noted that they will only hire if the revenues are there to support additional staff. Therefore, staff adjusted the new staff assumption to 1FTE as they will not commit to any further hiring. For assumption purposes, I added in the following to the expense assumptions above based upon the information from the applicant.

- General Manager \$30/hour*10 hours/week*52 weeks=\$15,600
- Customer Service Rep \$20/hour*10 hours/week*52 weeks=\$10,400

Even adding this expense to the assumptions above, if projections hold true, there is sufficient cash to hire staff. Otherwise, the partners will run the day-to-day operations of the business, with John being local, and will not take a salary from the business.

Cashflow

- There will be sufficient cash flow to repay all debt based upon projections holding true.

	At Closing
Assets	
Current	0
Fixed	629,278
Other	0
Total Assets	629,278
Liabilities	
Current	0
Long Term	250,000
Total Liabilities	250,000
Equity	379,278
Total Liabilities & Equity	629,278

Working Capital	\$0
Current Assets	---
Debt to Equity	.66

- The applicant stated that he had personal cash available for working capital that is not reflected in the project costs.
- Fixed assets based on improvements to the land, infrastructure, and furniture, fixtures and equipment to be purchased. The land is not owned by the LLC.
- There is no current portion of long-term debt as staff proposes 12 months of interest only payments in year one.
- Long term liabilities are the Tourism Loan. The National Bank of Coxsackie loan is not on the books of the LLC but listed personally by Mr. Hall.
- Equity includes the Borrowers contribution into the business.

Personal Credit:

Jacob reports assets of \$7.4 million and liabilities of \$2.2 million. Primary assets in cash, accounts and notes receivable, and real estate, \$6.6 million. He has several investment properties in the Adirondacks and Ohio. His personal residence is in Ohio. His primary liabilities are mortgage of \$2.1 million. He reflects a salary of \$291,980 and real estate income of \$93,936. Jacob has a TransUnion credit score between 750 and 800. He has one derogatory comment dated 06/2023 for a credit card that was 30 days delinquent. He lists open balances of \$862,041. This is primarily in mortgages of \$858,508.

Lukas reports assets of \$1.1 million and liabilities of \$51,671. Primary assets are real estate of \$875,000, and other assets of \$173,193. Real estate is a 6-unit apartment building with no mortgage. His primary liabilities are notes payable for auto and education loans. He lists a salary of \$115,000 and real estate income of \$27,000. Lukas has a TransUnion credit score over 800. He has no derogatory comments. He lists open balances of \$51,382.

David reports assets of \$505,985 and liabilities of \$297,037. Primary assets are accounts and notes receivable, and real estate, \$440,800. Real estate is a primary residence in Rhode Island with a mortgage. His primary liabilities are notes payable, \$139,000, and a mortgage, \$157,545. He lists a salary of \$48,000 and real estate income of \$40,000. David has a TransUnion credit score between 600 and 650. He has no derogatory comments. He lists open balances of \$286,552. The primary liability is mortgages of \$160,512.

John reports assets of \$1.6 million and liabilities of \$547,770. Primary assets are real estate of \$1.6 million. Real estate is land in Indian Lake that the project is located on, \$1.2 million, and two single family residences in Indian Lake. His primary liabilities are notes payable and mortgages of \$512,958. He lists a salary of \$142,310. John has a TransUnion credit score between 650-700. He has no derogatory comments. He lists open balances of \$471,200. The primary liability is the mortgage for the land, \$435,579.

Collateral:

- Second mortgage on real estate and all improvements behind a National Bank of Coxsackie loan on 622 Cedar River Road, Indian Lake, NY 12842

d/b/a Cedar River Eco-Resort LLC

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- Assignment of Leases and Rents
- Second lien on all assets of Cedar River Eco-Resort LLC

	<u>Cost</u>	<u>Discount</u>
Real Property (70%)	\$1,000,000	\$700,000
Improvements (70%)	\$386,000	\$270,200
Collateral Available	\$1,386,000	\$970,200
National Bank of Coxsackie-1st	\$548,567	\$548,567
Total Senior Debt	\$548,567	\$548,567
Collateral Available-DANC	\$837,433	\$421,633
Tourism Fund	\$250,000	\$250,000
Loan to Value	30%	59%

The full market value from the Hamilton County tax records is \$655,900. An appraisal was completed for National Bank of Coxsackie on November 16, 2021 on the land with a market value of \$1,000,000. The current balance on the first mortgage is \$433,905. There is more than sufficient value in the land to cover the DANC loan. No new appraisal will be required.

Contingencies:

- Cash equity has been committed to the project
- All required permits and approvals, including APA and flood insurance, if needed
- Labor Peace does not apply as it has less than 15 FTE employees
- Personal guaranty of Jacob Weaver, John Hall, David O'Connor, and Lukas Scheurer
- Acceptable lease agreement between John Hall and Cedar River Eco-Resort LLC



Board Resolution No. 2024-03-38
March 28, 2024

**AUTHORIZING APPLICATION TO BE SUBMITTED
EMPIRE STATE DEVELOPMENT
NEXT MOVE NY**

Whereas, in January 2024, Governor Hochul announced that the North Country Regional Economic Development Council was the recipient of a \$10 million challenge grant for its Next Move NY initiative, and

Whereas, Next Move NY is an award-winning strategy to strengthen workforce opportunities for transitioning soldiers and their families by matching them with employment opportunities across the region, and

Whereas, the Authority's Executive Director was a member of the Regional Council's Solutions Work Group which created the Next Move NY initiative, and

Whereas, the Authority was identified as a Project Sponsor for several of the proposed strategies of the Challenges Competition Proposal, and

Whereas, on March 21, 2024, Governor Hochul launched the application process for funding to implement strategies contained within the Next Move NY initiative, and

Whereas, the Authority was created to support the development of infrastructure and programs to support Fort Drum and the surrounding communities, and

Whereas, the Authority's Strategic Plan for Fiscal Year 2025 included exploring a partnership with the North Country Regional Economic Development Council and Empire State Development to identify ways to address workforce development coordination issues in order to encourage youth, soldiers, and others to live and work in the region and State, and

Whereas, the Authority has significant experience in successfully managing projects from concept to implementation, and

Whereas, Executive Management recommends the Authority submit an application to Empire State Development to implement the following strategies contained within the Next Move NY initiative:

- Establish Administrative Framework and Leadership, to include three new staff
- Establish a job matching portal
- Establish a career readiness, job and apprenticeship matching program
- Establish a veteran employment ambassador program
- Establish a soldier recruitment and training incentive program for employers

Whereas, Authority staff are in the process of finalizing an application and budget for the strategies identified above to support the Next Move NY initiative for a period of 5 years at a not to exceed cost of \$4 million.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director or designee to submit an application to Empire State Development for funding in an amount up to \$4 million to implement the Next Move NY strategies defined above across the North Country region.

Motion by: M. Hall

Seconded by: K. Bibbins

Bibbins – Yes

Doheny – Yes

Hall – Yes

Hefferon – Yes

Henry - Present

Hunt - Absent

MacKinnon – Yes*

McGrath – Present*

Mastascusa – Yes

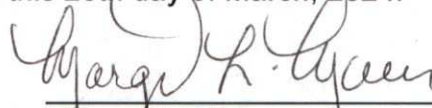
Murray – Absent

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. 2024-03-38 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 28th day of March, 2024, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of March, 2024.



Margaret L. Murray
Board Chairperson