



Board Resolution No. 2025-12-64
December 18, 2025

**NYS PUBLIC EMPLOYER HEALTH EMERGENCY PLAN
APPROVING MODIFICATIONS**

Whereas, New York State issued legislation (S8617B/A10832), which amended New York State Labor Law and New York State Education Law, as applicable, to address public health emergency planning requirements as a result of the COVID-19 pandemic, that required all public employers develop a Public Employer Health Emergency Plan by April 1, 2021, to adequately protect workers in the event of another state emergency involving a communicable disease, and

Whereas, the Authority adopted a Public Health Emergency Response Plan pursuant to **Resolution No. 2021-03-55**, and updated/amended pursuant to **Resolution No. 2023-02-04**, and

Whereas, executive management has reviewed and recommends approval of the NYS Public Employer Health Emergency Plan with the following edits:

- Updates have been made to job titles,
- An employee roster has been added as Appendix A with position level designation,
- Removed Table 2 from Section 3 identifying essential positions,
- Minor non-substantive edits.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the NYS Public Employer Health Emergency Plan and authorize the Executive Director to make updates to the Plan as necessary to comply with federal, state and local guidelines.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

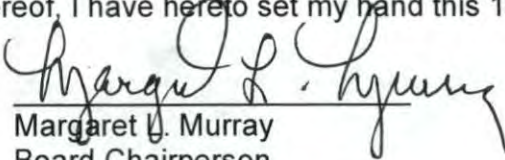
McGrath – **Absent**

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-64 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereunto set my hand this 18th day of December, 2025.



Margaret D. Murray
Board Chairperson

Development Authority of the North Country



Subject: NYS Public Employer Health Emergency Plan
Adopted: ~~February 23, 2023~~ December 18, 2025
Resolution: ~~2023-02-04~~ 2025-12-64

NYS PUBLIC EMPLOYER HEALTH EMERGENCY PLAN

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Section 1.0 Generation Requirements

1.1 Promulgation

The Development Authority of the North Country's (Authority) New York State Health Emergency Plan was developed, approved, and placed in full effect in accordance with S8617B/10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements. No content of this plan is intended to impede, infringe, diminish, or impair the rights of the Authority or our valued employees under any law, rule, regulation, or collectively negotiated agreement.

1.2 Purpose

This plan requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

1.3 Scope

This plan was developed exclusively for and is applicable to the Authority. This plan is pertinent to a declared public health emergency in the State of New York, which may impact Authority operations; and it is in the interest of the safety of our Authority employees and contractors, and the continuity of our operations that we have promulgated this plan.

1.4 Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases, which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to access and use the most recent CDC guidance for best practices in reducing the spread of communicable disease. The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
 - After using the restroom
 - After returning from a public outing
 - After touching/disposing of garbage
 - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately
- Clean and disinfect workstations at the beginning, middle, and end of each shift
- Implement personal protective equipment (PPE) appropriate to the work task and as recommended by the CDC, the State Department of Health, or County Public Health officials. PPE could include but is not limited to the following:

- Masks
- Face shields, goggles, or safety glasses
- Gloves
- Disposable gowns, aprons, or coveralls
- Other guidance which may be published by the CDC, the State Department of Health, or County health officials.

1.5 Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance
- The circumstances of a public health emergency may directly impact Authority operations.
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety
- The public and our constituency expects us to maintain a level of mission essential operations
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them
- Supply chains, particularly those for personal protective equipment and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor
- Per S8617B/A10832, 'essential employee' is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/A10832, 'non-essential employee' is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job

Section 2.0 Operations

The Executive Director (ED) of the Authority, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the ED and under guidance from the Authority's existing Emergency Response Plan.

Upon the determination of implementing this plan, all employees and contractors of the Authority shall be notified by each respective Supervisor giving a brief overview of the plan and where it shall be located.

Other interested and affected parties, such as vendors, will be notified by phone and/or email as necessary. Roles and responsibilities are defined in the Emergency Response Plan (ERP) Section 3. The ED with the assistance of the Director of Public Affairs & Communications, or their designees will maintain communications with the public and constituents as needed throughout the implementation of this plan.

The ED, their designee, or their successor will maintain awareness of information, direction, and guidance from

public health officials and the Governor's office, directing the implementation of changes as necessary.

Upon resolution of the public health emergency, or the Emergency Declaration as defined in the ERP, the ED, their designee, or their successor will direct the resumption of normal operations or operations with modifications as necessary.

Section 3.0 Essential Functions

When confronting events that disrupt normal operations the Authority is committed to ensuring that essential functions will be continued even under the most challenging circumstances. Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the core values of the Authority

The Authority has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

Essential functions are prioritized according to:

- The time criticality of each essential function
- Interdependency of one function to others
- The recovery sequence of essential functions and their vital processes

The essential functions for the Authority have been identified in Table 1:

Table 1

Essential Function	Description
Administration	Provides back-office support to including finance, human resources, procurement, and information technology services.
Engineering	Provides internal technical support to the Authority's operating divisions and to municipal customers.
Material Management Operation	Provides all functions to safely operate the Materials Management Facility
Regional Development	Administration of business funding and housing programs.
Telecom	Provides oversight and maintains the Authority's telecommunications network.
Water Quality Operation	Provides operation and maintenance of the Authority-owned and contract operated municipal water and wastewater system.

3.1 Essential Positions

Each essential function identified above may require certain positions on-site to effectively operate. [Appendix A Table 2](#) identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

Table 2

Division	Essential Positions Titles	Justification for Each
Administration	Administrative Associate—ADMIN Accounting Associate Accountant I	Performs record keeping and other daily tasks that are essential to the ongoing operation of the Authority. To include processing payroll, accounts payables and accounts receivables.
Materials Management	Landfill Superintendent Assistant Landfill Superintendent Equipment Operators Maintenance Technicians Environmental Specialist Customer Service Coordinator Administrative Associate <u>Specialist</u>	Performs the functions related to the proper and legal operation of the Material Management Facility, including operations oversight, operation of heavy equipment, facility and equipment maintenance, and environmental compliance.
Water Quality	Water Quality Supervisor Water Quality Supervisor II Water Quality Senior Operator Water Quality Operator Water Quality Technician	Performs functions related to the safe and legal management, operation and maintenance of water treatment facilities, water distribution systems, waste water treatment facilities and waste water collection systems for Authority owned and contracted locations. Duties includes operation oversight, sampling, monitoring of controls and maintenance of equipment.

Section 4.0 Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, the Authority can decrease crowding and density at work sites and on public transportation.

4.1 Remote Work Protocols

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so at the greatest extent possible. Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
 - a. Internet capable laptop
 - b. Necessary peripherals

- c. Access to VPN and/or secure network drives
- d. Access to software and databases necessary to perform their duties
- e. A solution for telephone communications
 - i. Note that phone lines may need to be forwarded to off-site staff

All staff have been classified as either Level 1, 2 or 3 based on the nature of their position, facilities available at home for the employee to productively work remotely, and employee performance. [An employee roster identifying each position's level is included in Appendix A.](#) The ED and Division Directors will approve the assignment of remote work and ensure staff have the necessary equipment.

Summary	Description
Level 1	Nature of position readily allows for remote work, employee typically performs office functions, facilities available to work from home, employee has an approved telecommuting agreement
Level 2	Preferable to business needs to work onsite; if risks increase Level 2 employees may be requested to work from home
Level 3	Nature of position requires work to be performed onsite, remote work only as last resort

Level 1 employees that will be working onsite will obtain approval from their supervisor and facility manager in advance. Approval requests should be submitted by email and include the purpose of the site visit, the location that the employee plans to be working (i.e., specific office, conference room, shop, etc.), and the time the employee plans to be onsite.

Any employee that does not routinely work at a given Authority facility on a daily basis, or is designated to temporarily work remotely, will sign the facility log when entering and exiting the facility daily. Employees traveling to any alternate non-Authority work location will maintain their Outlook calendar to show the location of the alternate work location for contact tracing should an exposure occur; and they will complete the Alternate Work Location Form and submit to their supervisor in advance of travel.

Forms will be routed by the supervisor through the management chain of command, and filed with HR. This form is not required for field work that does not involve meeting with customers, vendors, or other personnel. A copy of the Alternate Work Location form is found in Attachment [BA](#).

Employees will keep a written or electronic log tracking their hours worked and specific work locations. Only essential access of the Authority owned buildings and facilities by essential employees or contractors will be allowed. Any employee or contractor that does not routinely work at a given Authority facility on a daily basis, or is designated to temporarily work remotely, will sign the facility log when entering and exiting the facility daily. A sign in sheet containing the date, time of entry, and time of exit will be maintained at each facility or building. Other health screening questions may also be included on the sign-in sheet depending on the specific public health emergency and in accordance with applicable federal and state guidelines. The Facility Manager will be responsible for maintaining these records in their area of management to assist with contract tracing if required.

4.2 Site Specific Procedures

1. MATERIALS MANAGEMENT FACILITY (MMF)

All MMF employees classified as Level 2 or 3 employees will be grouped into two teams (Team North and South). The North Team staff will utilize the north end of the MMF facility. This section

of the facility will include the Main Conference Room for lunch and breaks, and the north end restrooms. South Team staff will utilize the south end of the MMF facility restrooms and the existing lunchroom. Teams will be determined based on the nature of the health emergency and operational needs have been denoted on the Employee Roster.

The Customer Service Coordinator and Administrative Specialist - Operations Associates, that are Licensed Weighmasters at the MMF, will work onsite on a rotational basis to ensure the scale is staffed.

2. WATER QUALITY (WQ)

All WQ employees classified as Level 3 employees will avoid working out of the Warneck Pump Station (WPS) to minimize contact with other employees. If Level 3 employees are required to come to the WPS to perform certain tasks or pick up equipment, they will contact their supervisor to obtain approval in advance.

WQ Level 3 employees will be grouped into teams. The teams will work together if there are certain tasks that require two employees to perform. Teams have been determined based on the nature of the health emergency and operational needs noted on the Employee Roster. Separating employees into teams will minimize the number of staff that may be in contact with one another should a potential exposure occur that requires quarantining, thereby ensuring maintenance of essential services.

Level 2 employees in WQ include the Division Director, Assistant Director and the Administrative Specialist – Operations assigned to WPS/WQ. Each employee has a separate office to work in. The Assistant Director works out of the City of Ogdensburg facility. The Water Quality Coordinator is a level 1 position but may work on site as needed following the protocols in Sec. 4.1.

3. ENGINEERING

All Engineering staff are classified as Level 1 and will follow the protocol in section 4.1 when on-site work is deemed essential.

4. TELECOM

All Telecom staff are classified as Level 1 with the exception of the Administrative Specialist Operations assigned to Telecom, which is classified as Level 2. Telecom staff that need to access a staffed facility will follow the protocols in Sec. 4.1.

5. ADMINISTRATION/REGIONAL DEVELOPMENT

All Administration employees classified as Level 3 on the Employee Roster are working at the Dulles State Office Building (DSOB). Due to the nature of their positions, they will not be able to work remotely. Each employee has a separate cubicle area and will have plexiglass separation.

Level 2 employees in Administration and Regional Development working from ~~either~~ the DSOB, Next Move NY workspace, or WPS have a separate office to work within or a cubicle with plexiglass to mitigate potential exposure.

4.2 Staggered Shifts

Implementing staggered shifts is not possible given the nature of the Authority's operations.

Section 5.0 Personal Protective Equipment, Cleaning and Disinfection

5.1 Personal Protective Equipment

The use of PPE to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed include:

- Masks
- Face shields, goggles, or safety glasses
- Gloves
- Disposable gowns, aprons, or coveralls

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic of 2020 demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, the Authority is including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
 - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee and contractor during any given work shift for at least six months
 - b. Public employers must be able to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
 - a. PPE must be stored in a manner which will prevent degradation
 - b. Employees and contractors must have immediate access to PPE in the event of an emergency
 - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

A facility specific summary of positions that will be responsible for maintaining necessary PPE and disinfectant cleaning supplies is shown in Table 3 below. These employees have also been designated to clean any common high-touch surfaces are disinfected at least twice a day as sited in Section 5.2 Cleaning and Disinfection.

Table 3

Facility	Position
Dulles State Office Building	Administrative Associate - ADMIN or Executive Assistant
Canton Office	Director of Public Affairs and Communications, if office is staffed
Material Management Facility	Maintenance Technician <u>Assistant</u>
Water Quality	WQ <u>Supervisor-Maintenance Technician Assistant</u>
<u>Next Move NY Office</u>	<u>Program Administrator</u>

A minimum of an eight-week supply will be kept on hand by the Authority, whenever possible. The Authority will coordinate with the Jefferson County Fire and Emergency Offices if required PPE becomes unavailable.

5.2 Cleaning and Disinfecting

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. The positions listed in Table 3 have been designated to clean any common high-touch surfaces

and disinfect at least twice a day.

2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. Soiled surfaces will be cleaned with soap and water before being disinfected.
4. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
5. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

Section 6.0 Staff Exposures

Staff exposures are managed in accordance with current CDC guidelines. Guidelines change periodically, and it is important to reference current protocols

1. If an employee tests positive or experiences symptoms of ~~COVID-19 or other~~ a communicable disease that is the subject of the public health emergency, they shall immediately notify their Supervisor, Division Director and Human Resources.
2. The CDC recommends other precautions to minimize the spread such as isolation, masking, and avoiding contact with people who are at high risk of getting very sick. Isolation is often used to separate people with confirmed or suspected ~~COVID-19 or other~~ communicable diseases that are the subject of the public health emergency from those without the disease.
3. If you have ~~COVID-19 or another~~ a communicable disease that is the subject of the public health emergency, see additional information on treatments that may be available to you.
4. Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to take a ~~COVID-19 test, or other~~ communicable disease test as recommended by the CDC. Employees and contractors who exhibit symptoms outside of work should stay home and notify Human Resources and their Supervisor immediately. It is also recommended that the individual contact their physician.

Employees who test positive for a communicable disease should not return to work until they have met the criteria to discontinue home isolation per public health guidance. The Authority will not require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work; unless there is a recommendation from the CDC/public health officials to do so.

Human Resources must be informed in these circumstances and are responsible for ensuring these protocols are followed.

5. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:

Apply the steps identified in item 1, above, as applicable. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately in accordance with Section 5.2.

Identification of potential employee and contractor exposures will be conducted. If an employee or contractor is confirmed to have the disease in question, Human Resources should inform all

contacts of their possible exposure. Confidentiality shall be maintained as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Apply the steps identified in Section 6.1 above, as applicable, for all potentially exposed personnel.

The Supervisor, Division Director, and Human Resources must be notified in these circumstances and are responsible for ensuring these protocols are followed. The Authority recognizes there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. The Authority will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

Section 7.0 Employee and Contractor Leave

Public health emergencies are extenuating and unanticipated circumstances in which the Authority is committed to reducing the burden on our employees and contractors.

Additional provisions may be enacted based upon need and the guidance and requirements in place by federal and state employment laws, executive orders, and other potential sources.

Section 8.0 Documentation of Work Hours and Locations

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits. This information may be used by the Authority to support contact tracing within the organization and may be shared with local public health officials. Refer to Section 4.1 for specific procedures.

Section 9.0 Housing for Essential Employees

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the Authority's essential operations.

If such a need arises, hotel rooms are expected to be the most viable option. If hotel rooms are for some reason deemed not practical or ideal, or if there are no hotel rooms available, the Authority will coordinate with the Jefferson County Fire and Emergency, Lewis County Fire and Emergency Management or the St. Lawrence County Office of Emergency Services to help identify and arrange for these housing needs. The ED or their designee are responsible for coordinating this.

Section 10.0 Plan Updates

Change Number	Description of Changes	Date Authorized
0	Original Document Created	3/25/2021
1	Revised document to reflect changes in job titles, CDC protocol, consolidated duplicative sections, and made plan more general to address non-COVID19 public health emergencies	2/23/2023
2	Updated job titles and made minor non-substantive edits	2/21/2024

3	Updates to job titles, minor non-substantive edits	10/24/2024
<u>4</u>	<u>Updates to job titles, added employee roster as Appendix A with position level designation and removed Table 2 from Sec. 3 identifying essential positions, minor non-substantive edits</u>	<u>12/18/2025</u>

Appendix A -Employee Roster

<u>Division</u>	<u>Location</u>	<u>Job Title</u>	<u>Level</u>
<u>Administration</u>	<u>Canton Office</u>	<u>Director of Public Affairs and Communications</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Accounting Associate</u>	<u>3</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Administrative Associate - ADMIN</u>	<u>3</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Chief Financial Officer</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Comptroller</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Deputy Comptroller</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Director of Human Resources</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Director of Information Technology</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Executive Assistant</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Executive Director</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Human Resources Specialist</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>IT Technician</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Procurement Coordinator</u>	<u>2</u>
<u>Administration</u>	<u>Dulles State Office Building</u>	<u>Senior Accountant</u>	<u>2</u>
<u>Administration</u>	<u>Materials Management Facility</u>	<u>Administrative Supervisor</u>	<u>2</u>
<u>Administration</u>	<u>Warneck Pump Station</u>	<u>Chief Operating Officer</u>	<u>1</u>
<u>Administration</u>	<u>Warneck Pump Station</u>	<u>IT Systems Analyst</u>	<u>2</u>
<u>Engineering</u>	<u>Canton Office</u>	<u>Assistant Director of Engineering</u>	<u>1</u>
<u>Engineering</u>	<u>Canton Office</u>	<u>Controls Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Canton Office</u>	<u>Project Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>Environmental Health & Safety Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>GIS Analyst</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>GIS Supervisor</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>Outside Plant Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>Project Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Materials Management Facility</u>	<u>Supervisor of Outside Plant Engineering & Construction</u>	<u>1</u>
<u>Engineering</u>	<u>Warneck Pump Station</u>	<u>Controls Engineer</u>	<u>1</u>
<u>Engineering</u>	<u>Warneck Pump Station</u>	<u>Director of Engineering</u>	<u>1</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Administrative Specialist - Operations</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Assistant Landfill Superintendent</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Customer Service Coordinator</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Director of Materials Management</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Environmental Specialist</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Environmental Technician</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Landfill Superintendent</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>MMF - Equipment Operator CDL-A</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>MMF - Equipment Operator CDL-B</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>MMF Lead Maintenance Technician</u>	<u>3</u>
<u>Division</u>	<u>Location</u>	<u>Job Title</u>	<u>Level</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>MMF Maintenance Technician</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>MMF Maintenance Technician Assistant</u>	<u>3</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Recycling Coordinator</u>	<u>2</u>
<u>Materials Management</u>	<u>Materials Management Facility</u>	<u>Safety & Environmental Technician</u>	<u>3</u>

<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>Director of Regional Development</u>	<u>2</u>
<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>NEXT MOVE NY Program Administrator</u>	<u>2</u>
<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>NEXT MOVE NY Program Manager</u>	<u>2</u>
<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>NEXT MOVE NY Regional Business Liaison</u>	<u>2</u>
<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>Project Development Specialist</u>	<u>2</u>
<u>Regional Development</u>	<u>Dulles State Office Building</u>	<u>Senior Project Development Specialist</u>	<u>2</u>
<u>Telecommunications</u>	<u>Canton Office</u>	<u>Network Engineer</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Director of Network Engineering</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Director of Service Delivery</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Director of Telecommunications</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Network Technician</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Optical Network Engineer</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Telecom Business Development Manager</u>	<u>1</u>
<u>Telecommunications</u>	<u>Materials Management Facility</u>	<u>Telecommunications Strategic Advisor</u>	<u>1</u>
<u>Telecommunications</u>	<u>Warneck Pump Station</u>	<u>Administrative Specialist - Operations</u>	<u>2</u>
<u>Water Quality</u>	<u>Carthage</u>	<u>Water Quality Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Carthage</u>	<u>Water Quality Supervisor II</u>	<u>3</u>
<u>Water Quality</u>	<u>Carthage</u>	<u>Water Quality Technician</u>	<u>3</u>
<u>Water Quality</u>	<u>Clayton</u>	<u>Water Quality Supervisor</u>	<u>3</u>
<u>Water Quality</u>	<u>Malone</u>	<u>Water Quality Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Malone</u>	<u>Water Quality Senior Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Malone</u>	<u>Water Quality Supervisor</u>	<u>3</u>
<u>Water Quality</u>	<u>Malone</u>	<u>Water Quality Technician</u>	<u>3</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Assistant Director of Water Quality Management</u>	<u>2</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Water Quality Coordinator</u>	<u>1</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Water Quality Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Water Quality Senior Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Water Quality Supervisor II</u>	<u>3</u>
<u>Water Quality</u>	<u>Ogdensburg</u>	<u>Water Quality Technician</u>	<u>3</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Administrative Specialist - Operations</u>	<u>2</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Director of Water Quality Management</u>	<u>2</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Water Quality Maintenance Technician Assistant</u>	<u>3</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Water Quality Senior Operator</u>	<u>3</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Water Quality Supervisor</u>	<u>3</u>
<u>Water Quality</u>	<u>Warneck Pump Station</u>	<u>Water Quality Technician</u>	<u>3</u>

Appendix B

Request for Approval at Alternate Non-Authority Owned Work Location

Due to Public Health Emergency

Employee(s) Name:

Employee's normal assigned work location:

Location of alternate work location or meeting attendance:

Date(s) of request for work at alternate location:

How will employees be traveling to alternate work location (i.e., personal vehicle or company car)?

If taking company car disinfection prior to and after use is required.

What is the purpose of the travel to alternate work location?

Will employee be meeting with any other non-Authority personnel (i.e., municipal/county staff)? If so, please specify.

Is attending remotely an option?

What public health emergency protocols are in place at the location of alternate work location (i.e., Town protocols for distancing, masks, disinfecting high-touch surfaces, etc.)?



Board Resolution No. 2025-12-65
December 18, 2025

SEXUAL HARASSMENT PREVENTION POLICY
APPROVING MODIFICATIONS

Whereas, the Development Authority of the North Country operates according to board policies and administrative guidelines as may be amended periodically, and

Whereas, pursuant to Section 201-g of New York State Labor Law, the Authority is required to adopt a written Sexual Harassment Prevention Policy, and

Whereas, pursuant to **Resolution No. 2018-10-112** the Authority previously adopted a Sexual Harassment Prevention Policy, and

Whereas, New York State revised the model language that New York State Employers are required to incorporate into their Sexual Harassment Prevention Policies to include:

- Broader definitions,
- Remote work considerations,
- New examples of harassment and/or retaliation,
- A mandatory bystander intervention section, and

Whereas, Executive Management has reviewed the updated model language provided by New York State and recommends its adoption, as included in the revised Sexual Harassment Policy, attached hereto.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the Sexual Harassment Prevention Policy, as amended and attached hereto.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

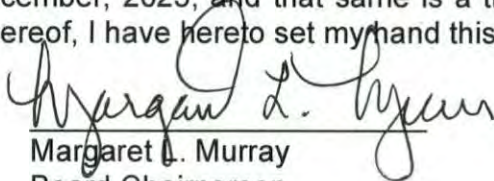
McGrath – **Absent**

* - indicates attendance via videoconference.

+ - indicates voting member attending using audio only, unable to vote.

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. 2025-12-65 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.



Margaret L. Murray
Board Chairperson



Subject: Sexual Harassment Prevention Policy
Adopted: December 18, 2025
Resolution: 2025-12-65

SEXUAL HARASSMENT PREVENTION POLICY

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1 INTRODUCTION

The Development Authority of the North Country (Authority) is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the Authority recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees and Managers (defined below) are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the Authority's commitment to a discrimination-free work environment.

Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the Authority. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws as explained below in the section on Legal Protections.

2 DEFINITIONS

2.1 WHAT IS SEXUAL HARASSMENT

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, or gender identity. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are: cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender

(perceived or actual), sexual orientation, or gender expression is considered a violation of the Authority's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decision regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

2.1.1 TWO MAIN TYPES OF SEXUAL HARASSMENT

- Behaviors that contribute to a hostile work environment include, but are not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit, derogatory, or discriminatory statements which an employee finds offensive or objectionable, cause an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called quid pro quo harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

2.1.2 EXAMPLES OF SEXUAL HARASSMENT

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behavior and should not be considered exhaustive. Any employee who believes they have experienced sexual harassment, even if it does not appear on this list should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employees' body; or
 - Rape, sexual battery, molestation or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges.)
- Unwanted sexual comments, advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.

- Sexually oriented gestures, noises, remarks, jokes or questions and comments about a person's sexuality or sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or gender expression, such as:
 - Interfering with, destroying or damaging a person's workstations, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

2.1.3 WHO CAN BE A TARGET OF SEXUAL HARASSMENT

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. Harassers can be anyone in the workplace. A Manager or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, constituent, or visitor.

2.1.4 WHERE CAN SEXUAL HARASSMENT OCCUR

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours. Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on

virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

2.2 RETALIATION

Retaliation is unlawful and is any action by a Manager that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a Manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

2.3 MANAGER

For the purposes of this policy, “Manager” refers to any Authority staff members who hold direct supervisory responsibilities over other Authority personnel.

3 SEXUAL HARASSMENT AND DISCRIMINATION PREVENTION POLICY

This policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals include persons commonly referred to as independent contractors. For the remainder of this policy, we will use the term “covered individual” to refer to these individuals who are not direct employees of the company.

- 3.1 Sexual harassment is unacceptable.** Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate disciplinary action, up to and including termination for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
- 3.2 Retaliation is prohibited.** Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the Authority who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform the director of human resources or the executive director. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
- 3.3** Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful and may subject the Authority to liability for harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or Managers who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including Managers who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.
- 3.4** The Authority will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever a complaint received (as defined in this policy) about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The Authority will keep the investigation confidential to the extent possible. If an investigation ends with the findings that discrimination or sexual harassment occurred, the Authority will act as required. In addition to any required discipline, the Authority will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including Managers, are required to cooperate with any internal investigation of discrimination or sexual harassment.
- 3.5** All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints, such form is attached as Appendix A. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to the Authority may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers are required to report any harassment that they observe or become aware of, to the Director of Human Resources or the Executive Director.

3.6 This policy applies to all employees and covered individuals and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the Authority's website.

4 REPORTING SEXUAL HARASSMENT

Everyone must work toward preventing sexual harassment, but leadership matters. Managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual who witnesses or becomes aware of potential instances of sexual harassment or discriminatory is encouraged to report such behavior to the Director of Human Resources or the Executive Director.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached as Appendix A to this policy for employees would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance outside of the Authority, as explained below in the section on Legal Protections.

5 PROCEDURE

5.1 Supervisory Responsibilities

Managers have a responsibility to prevent sexual harassment and discrimination. All Managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Director of Human Resources or the Executive Director. Managers should not be passive and wait for an employee to make a claim of harassment. If they observe such, they must act.

All Managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. They can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Managers will also be subject to discipline for engaging in any retaliation.

While Managers have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A Manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

5.2 Complaint and Investigation of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making the harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Authority will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The Authority recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations shall be done in accordance with the following steps. Upon receipt of a complaint, the Director of Human Resources or the Executive Director:

Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, will prepare a complaint form or equivalent documentation based on the verbal reporting;

1. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation.
2. Will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

- a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
 6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
 7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

6 RESOURCES: LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual harassment is not only prohibited by the Authority, but is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

6.1 New York State Division of Human Rights (NYSDHR)

New York State Human Rights Law (HRL) applies to all employers in New York State and protects employees and covered individuals. A complaint alleging violation of the HRL may be filed either with the New York State Division of Human Rights (NYSDHR) or in New York State Supreme Court. Complaints of sexual harassment filed with NYSDHR or Supreme Court must be submitted within the applicable timeframe permitted by law, therefore timely submission is critical. Filing a complaint internally with the Authority does not extend your time to file with NYSDHR or in Supreme Court. There is no cost to file a complaint with NYSDHR.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to www.dhr.ny.gov/complaint for more information about filing a complaint with NYSDHR.

Call the NYSDHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

6.2 United States Equal Employment Opportunity Commissions (EEOC)

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. Complaints of sexual harassment filed with EEOC must be submitted within the

applicable timeframe permitted by law, therefore timely submission is critical. There is no cost to file a complaint with the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

6.3 Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

6.4 Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

7 CONCLUSION

The policy outlined above is aimed at providing employees at the Authority and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

8 RECORD OF REVISIONS

Revision	Revision Date	Resolution #
0	11/29/2018	2018-10-112
1	12/17/2021	2021-12-129
2	12/18/2025	2025-12-XX

APPENDIX A

Sexual Harassment Complaint Form



Combating
Sexual Harassment

Development Authority of the North Country

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment or gender discrimination, you are encouraged, but not required, to complete this form and submit it to the Director of Human Resources or the Executive Director via email to HR@danc.org. No employee will be retaliated against for filing a complaint. If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claim. For additional resources, visit: www.ny.gov/programs/combating-sexual-harassment-workplace.

COMPLAINANT INFORMATION

Name:

Work Address:

Job Title:

Select Preferred Communication Method:

Work Phone:

Email:

Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of sexual harassment is made about:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Supervisee Co-Worker Other (please specify)

2. Please describe what happened and include as many details as possible. You may use additional sheets of paper if necessary. If you have any relevant documents, please include them.

3. Date(s) sexual harassment occurred: _____ Is the sexual harassment continuing? Yes No

4. If possible, please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously provided information (verbal or written) about related incidents? If yes, when and to whom did you provide information?

This is not required, but if you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____

Date: _____



Board Resolution No. 2025-12-66
December 18, 2025

AUTHORIZING DOMESTIC & GENDER-BASED VIOLENCE POLICY

Whereas, the Development Authority of the North Country operates according to board policies and administrative guidelines as may be amended periodically, and

Whereas, pursuant to Executive Order No. 19, signed into law October 22, 2007, the Authority was required to adopt a Domestic Violence and the Workplace Policy, and

Whereas, the Authority adopted a Domestic Violence and the Workplace Policy pursuant to **Resolution No. 2012-10-15**, and updated/amended pursuant to **Resolution No. 2013-08-01**, and

Whereas, on April 28, 2022, Governor Hochul signed Executive Order No. 17 which requires state agencies to adopt a Gender-Based Violence Policy, and

Whereas, Executive Order No. 17 revokes and supersedes Executive Order No. 19 (October 22, 2007); provided, however, that until such time as each state agency adopts a Gender-Based Violence Policy pursuant to Executive Order No. 17, the agency shall maintain its Domestic Violence in the Workplace Policy, and

Whereas, New York State provided state agencies with model language for inclusion in the required Gender-Based Violence Policy. Such model language incorporates domestic violence and other forms of gender-based violence, and

Whereas, Executive Management has reviewed the model language provided by New York State and recommends its adoption as included in the attached Domestic & Gender-Based Violence Policy, and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby approve the Domestic & Gender-Based Violence Policy, as attached hereto, and be it further

RESOLVED, that the Domestic & Gender-Based Violence Policy will revoke and supersede the Authority's Domestic Violence and the Workplace Policy.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

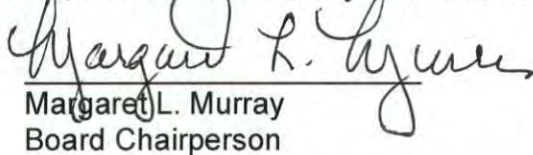
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-66 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson

Development Authority of the North Country

Subject: Domestic & Gender-Based Violence Policy

Adopted: December 18, 2025

Resolution: 2025-12-XX



DOMESTIC & GENDER-BASED VIOLENCE POLICY

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SECTION 1.0 POLICY STATEMENT

Domestic violence and other forms of gender-based violence permeate the lives and harm thousands of New Yorkers each day, with tragic, destructive, and often fatal results. The impacts of such violence are felt in the workplace, regardless of where the incidents are taking place, and have the potential to compromise the safety of victims, co-workers, and clients, while resulting in lost productivity, increased health care costs, absenteeism, and employee turnover. Employers have both a moral and legal obligation to their employees who may be experiencing victimization.

New York State law recognizes that domestic and gender-based violence occurs within a wide spectrum of relationships, therefore the Development Authority of the North Country (Authority) will take every appropriate measure to prevent and/or address domestic and gender-based violence as it impacts the workplace, while also recognizing the rights of victims to have self-determination and the need to respond in a survivor-centered, trauma-informed, and culturally responsive manner. All valid orders of protection shall be enforced by the Authority and all protections of this Policy shall apply. This Policy shall apply to all victims of gender-based violence, regardless of where the incidents took place.

The Authority, to the fullest extent possible, without violating any existing rules, regulations, statutory requirements or contractual obligations, designates and directs appropriate management, and/or human resources staff to implement this Domestic & Gender-Based Violence Policy.

SECTION 2.0 DEFINITIONS

For the purposes of this Policy, the following terms will be defined as follows:

Domestic Violence:

A pattern of coercive behavior, including acts or threatened acts, that is used by a perpetrator to gain power and control over a victim, as defined in New York State Social Service Law § 459-a, including, but not limited to physical, sexual, psychological, economic, and/or emotional abuse; or the threat of any/all of the aforementioned acts.

Domestic Violence Agency Liaison (DVAL):

A designated employee(s) of the agency who has been trained by the Office for the Prevention of Domestic Violence (OPDV) to assist victimized employees; who ensure Agency compliance with the Domestic & Gender-Based Violence Policy; and who serves as the primary contact for OPDV.

Gender-Based Violence:

Violence or threats that happen because of someone's sex, gender, sexual orientation, gender identity or expression, or other related characteristics. Gender-based violence is an umbrella term that includes domestic violence, sex-based discrimination, sexual harassment, sexual assault, and sexual violence, and can also include stalking or human trafficking.

Order of Protection (OP) (Commonly referred to as "Restraining Order"):

An order issued by any court to limit the behavior of someone who harms or threatens to harm another person. Orders of protection may direct the offending party not to injure, threaten, or harass the victim, their family, or any other person(s) listed in the order and may include, but are not limited to ordering him/her/them to stay away from the home, school, business, or place of employment of the victim; vacate a shared residence; abide by any active orders of custody and visitation; and surrender any firearms.

Perpetrator or abusive partner or person who causes harm:

A person who commits or threatens to commit coercive or violence acts, which may include, but is not limited to, physical, psychological, sexual, economic, and/or emotional abuse against a victim.

Sexual Harassment:

Consistent with the New York State Human Rights Law, unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

Victim of domestic violence (New York State Social Services Law § 459-a):

- a. Any person over the age of sixteen, any married person, or any parent accompanied by his or her minor child or children in situations in which such person or such person's child is a victim of an act which would constitute a violation of the penal law, including, but not limited to, acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted assault, attempted murder, criminal obstruction of breathing or blood circulation, or strangulation, identity theft, grand larceny, or coercion; and
 1. Such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and
 2. Such act or acts are or are alleged to have been committed by a family or household member.
- b. "Family or household members" mean the following individuals:
 1. persons related by consanguinity or affinity (blood or a person's relation to blood relatives of their spouse);
 2. persons legally married to one another;
 3. persons formerly married to one another regardless of whether they still reside in the same household;
 4. persons who have a child in common regardless of whether such persons are married or have married or have lived together at any time;
 5. unrelated persons who are continually or at regular intervals living in the same household or who in the past continually or at regular intervals lived in the same household;
 6. persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time. Factors that may be considered in determining whether a relationship is an "intimate relationship" include, but are not limited to: the nature or type of relationship, regardless of whether the relationship is sexual in nature; the frequency of interaction between the persons; and the duration of the relationship. Neither a casual acquaintance nor ordinary fraternization between two individuals in business or social contexts shall be deemed to constitute an "intimate relationship"; or
 7. any other category of individuals deemed to be a victim of domestic violence as defined by the Office of Children and Family Services in regulation.
- c. "Parent" means a natural or adoptive parent or any individual lawfully charged with a minor child's care or custody.

Workplace:

For the purposes of this Policy, any permanent or temporary location away from an employee's domicile where an employee performs any work-related duty in the course of employment.

Manager:

For the purposes of this Policy, "Manager" refers to any Authority staff member who hold direct supervisory responsibilities over other Authority personnel.

SECTION 3.0 PERSONS COVERED BY THIS POLICY

This Policy shall extend to all full, part-time, and temporary employees, volunteers, and interns engaged by the Authority in any official workplace capacity. Whenever possible, this Policy shall be extended to consultants, contractors, and other on-site providers.

SECTION 4.0 STATEMENT OF CONFIDENTIALITY

The Authority recognizes and respects the employee's right to privacy and confidentiality. All information, including employee disclosures about victimization, shall be kept confidential to the extent permitted by law and Authority policy without the employee's written informed consent, unless doing so creates a substantial risk of imminent danger to the victimized employee, other employees, or worksite. Should that circumstance occur, the victimized employee will be given notice of what actions will be taken by the Authority and information will be given to only those employees deemed necessary for securing the safety of the victim, other employees, or worksite. The information given to those employees will be as limited in scope as possible and employees may be required to sign an acknowledgement of confidentiality stating that any information they have been given regarding the victimized employee must be used only for the intended purpose.

SECTION 5.0 AUTHORITY RESPONSIBILITIES

a. Authority:

- i. The Authority shall designate at least one employee as their Domestic Violence Agency Liaison (DVAL). The Authority designates the Director of Human Resources as the DVAL.
- ii. The current contact information for the DVAL and their Manager must be communicated to OPDV by emailing workplace@opdv.ny.gov.
- iii. Employee Awareness:
 - I. The Authority will increase awareness around domestic and gender-based violence and create an informed workforce regarding available sources of assistance for those experiencing domestic or gender-based violence.
 - II. The Authority will increase awareness around possible disciplinary practices that may be implemented in the event of retaliation or used with employees who perpetrate acts of domestic or gender-based violence.
 - III. The Authority shall include this Policy as part of the written materials that are provided to all new employees and shall provide the Policy to all employees on an annual basis.
 - IV. A detailed explanation of employee's rights under this Policy shall be given during new employee orientation, including information for contacting the DVAL.
 - V. If the Authority suspects that an employee is a victim of domestic and gender-based violence but the employee has not disclosed victimization, the Authority shall refer the employee to:
 - i. The Director of Human Resources (who is the DVAL) and/or the Executive Director. As required, the DVAL will refer the employee to:
 - EAP,
 - The NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, as may be appropriate), and
 - Any local programs serving victims or domestic and sexual violence.
 - VI. The Authority shall post information on domestic and gender-based violence as outlined below, this Policy, and any additional available resources at the Authority workplace. This information shall be posted in such places where employees are able to utilize the information without having to request it or be seen removing it. Such places may include: Authority intranet, kitchen and/or breakroom areas, and any other frequently trafficked areas. Information must

include sources of assistance, contact information for the DVAL, Employee Assistance Program information, Human Resources, the NYS Domestic and Sexual Violence Hotline Number (1-800-942-6906), Chat and Text Line (1-844-997-2121), and contact information for local domestic violence programs.

- VII. Referrals must be offered to anyone who discloses they are a victim of domestic or gender-based violence, as follows to:
 - i. The Director of Human Resources (who is the DVAL) and/or the Executive Director, who will provide resources to:
 - EAP,
 - The NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, as may be appropriate), and
 - Any local programs serving victims or domestic and sexual violence.
- VIII. Additional referrals shall be made to the appropriate resources to best meet the employee's needs.

b. Domestic Violence Agency Liaisons (DVALs):

The liaisons' responsibilities include:

1. Ensure Authority-wide implementation of, and compliance with, this Domestic & Gender-Based Violence Policy.
2. Ensure victimized employees are aware of and understand this Policy and their rights.
3. Upon notification that an employee is a victim of domestic or gender-based violence, the DVAL must provide the employee with confidential support services, including referrals to:
 - i. EAP,
 - ii. The NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, as may be appropriate), and/or
 - iii. any local programs serving victims of domestic and sexual violence.
4. Ensure that the victimized employee is informed of all possible options available to them, such as the use of alternative scheduling or a change in work location and assisting the employee in identifying the best use of attendance and leave benefits.
5. Ensure that the victimized employee is aware of and receiving any necessary accommodations as outlined in this Policy.
6. Ensure that all employees receive a copy of this Policy annually, and regularly receive information about how to contact the DVALs and what supportive services are offered by the Employee Assistance Program (EAP).
7. Conduct basic workplace safety strategizing with victimized employees.
8. Serve as the primary contact for OPDV.

c. Human Resources:

1. Human Resources staff shall ensure that the Authority establishes a workplace culture that is safe and supportive for anyone who has experienced domestic or gender-based violence by communicating that information and resources are available to victims and that abusive behavior by any employee will not be tolerated.
2. Human Resources staff shall ensure that all employees who are required to attend training from OPDV pursuant to the Policy complete the required training.
3. Human Resources staff shall ensure that employees shall receive a copy of this Policy upon hire and annually thereafter. This shall also include information about how to contact the DVALs and what supportive services are offered by the Authority.
4. Human Resources staff shall ensure that any employee who discloses being a victim of domestic or gender-based violence is aware of and receiving any necessary accommodations and shall consult with the Executive Director.
5. Human Resources staff shall assist Managers and the Authority to ensure that all employees who violate this Policy are held accountable.

d. Managers:

1. Managers shall ensure that any employee who discloses being a victim of domestic or gender-based violence is aware and understands this Policy and their rights, including the right to request accommodations or time off.
2. If any employee discloses being a victim of domestic or gender-based violence, or if the Manager suspects that the employee may be a victim of domestic or gender-based violence, the Manager must refer the employee to:
 - I. The Director of Human Resources (who is the DVAL), and/or the
 - II. Executive Director.

SECTION 6.0 NON-DISCRIMINATION AND RESPONSIVE PERSONNEL POLICIES

All Authority policies and procedures should be trauma-informed, survivor-centered, and culturally responsive to victims' needs, and should not discriminate. Under the New York State Human Rights Law, all persons covered by this Policy are protected from discrimination in the workplace on the basis of status as a victim of domestic violence, and on the basis of sex, sexual orientation, gender identity, and gender expression.

- a. Subdivision 34 of section 292 of the Executive Law of New York State establishes persons who qualify as a "victim of domestic violence."
- b. Victims of domestic violence are a protected class under New York State Human Rights Law (Executive Law § 296(22)).
 - i. Employers may not refuse to hire or license and may not terminate someone solely based on their status as a victim of domestic violence.
 - ii. Employers may not discriminate against victims of domestic violence in compensation, terms, conditions, or privileges of employment.
 - iii. Employers must prohibit inquiries about an applicant's status as a current or past victim of domestic violence and may not make any employment decisions based on assumptions or actual knowledge about someone's status as a current or past victim of domestic violence. Employers may inquire about status as a victim of domestic violence in order to provide reasonable accommodations.
- c. Employers must allow any employee who has disclosed their status as a victim of domestic or gender-based violence (or disclosed that a family member is a victim of domestic or gender-based violence) and must be out of work for a reasonable time to use accrued sick leave for the following purposes:
 - i. to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - ii. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - iii. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - iv. to file a complaint or domestic incident report with law enforcement;
 - v. to meet with a district attorney's office;
 - vi. to enroll children in a new school;
 - vii. to address issues relating to technology or financial abuse; or
 - viii. to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.
- d. Employees can choose to use appropriate leave accruals to cover any absences, if available. If the employee does not have adequate leave accruals to cover the absence, the absence shall be treated as leave without pay.
- e. Any employee who must be absent from work to utilize accommodations in this section is entitled to the continuation of any health insurance coverage provided by the employer to which the employee is otherwise entitled during any such absence, in accordance with the Authority's Personnel Policy.
- f. Employees who must be absent to utilize accommodations as listed in this section shall provide their employer with reasonable advanced notice of the absence whenever possible.

- g. Employers are also required to grant time off, with prior day notification, and may not penalize any employee who, as a victim or witness of a criminal offense, is appearing as a witness; consulting with a district attorney; or exercising their rights as provided by law. Employees can choose to use appropriate leave accruals to cover any absences, if available. If the employee does not have adequate leave accruals to cover the absence, the absence shall be treated as leave without pay. Any questions regarding leave that must be granted to victims or subpoenaed witnesses should be directed to the Authority's human resources department.
- h. Employers should be aware that there may be occurrences when an employee is absent due to incidents of domestic or gender-based violence where they are unable to follow agency protocol to report the absence. In that situation, the employee may lack documentation, may be unable to obtain documentation or may not want to share documentation containing confidential information. An employer may not require the disclosure of confidential information relating to an absence from work due to domestic violence, a sexual offense, stalking, or human trafficking, as a condition of providing sick leave.
- i. Employees who are victims of domestic violence or gender-based violence who separate from a covered family member due to an incident or incidents of domestic or gender-based violence shall be allowed to make reasonable changes in benefits at any time during the calendar year, where possible and in accordance with statute, regulation, and Authority policy.
- j. Employers recognizes that victims of domestic and gender-based violence may experience temporary work performance difficulties or be unable to complete certain job aspects because of safety reasons. If it is found that the employee's work performance is being affected as a result of being a victim of domestic or gender-based violence, the Authority will work with the employee to try to create a satisfactory resolution, including, but not limited to, specific work plans, the ability to take leave, provision of reasonable accommodations, referrals to the DVAL, EAP, and/or the local domestic violence service provider. OPDV is available for case specific technical assistance as needed. Employees will be given clear information of performance expectations, priorities, and performance evaluations. Employees should be made aware that not all employees requests for resolutions can be accommodated. If a disciplinary process is initiated, special care should be taken to consider all aspects of the victimized employee's situation, and all available options in trying to resolve the performance problems should be exhausted, including making a referral to the DVAL, EAP, domestic violence program or other relevant services, consistent with existing statute, regulations, and Authority policy.
- k. If all reasonable measures have been exhausted to resolve related performance problems of employees who are victims of domestic or gender-based violence, but the performance problems persist and the employee is terminated or voluntarily separates from employment, the employee shall be informed of their potential eligibility for unemployment insurance and the Authority shall respond quickly to any requests for information that may be needed in the claims process. New York State law provides that a victim of domestic violence who voluntarily separates from employment may, under certain circumstances, be eligible for unemployment insurance benefits.
- l. New York State law prohibits insurance companies and health maintenance organizations from discriminating against domestic violence victims by prohibiting status as a domestic violence victim to be considered a "preexisting condition." Insurance companies may not deny or cancel an insurance policy or require a higher premium or payment because the insured party is a current or former victim of domestic violence.
- m. Sex, sexual orientation, gender identity, and gender expression are all protected classes under the New York State Human Rights Law. Sexual harassment is a form of sex discrimination and is unlawful under the New York State Human Rights Law § 296.1, Human Rights Law § 296-c (for interns), and Human Rights Law § 296-d (for non-employees working in the workplace), and Title VII, the Federal Civil Rights Act of 1964. Sexual harassment includes harassment based on sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Gender-based violence may constitute sexual harassment when it subjects an individual to inferior terms, conditions, or privileges of employment.
 - i. Every employer in New York State must have a policy on sexual harassment prevention, which includes a procedure for the receipt and investigation of complaints of sexual harassment. This

Policy and procedure should be distributed to new employees and made available to all staff regularly. The Authority's sexual harassment and discrimination policy may be found at: <https://www.danc.org/media/Policies/SEXUALHARASSMENTPOLICY>.

- n. For all forms of discrimination and harassment, if an employee, including an intern or contractor working in a State workplace, experiences sexual harassment or discrimination on the basis of their status as a victim of domestic or other gender-based violence, or observes discrimination in the workplace, the employee may file a complaint in accordance with the Authority's discrimination complaint procedure, available in the Sexual Harassment Prevention Policy, call the Director of Human Resources and/or the Executive Director at 315-661-3200.

SECTION 7.0 NON-RETALIATION POLICY

The Authority shall not engage in any retaliatory practices against any employee that discloses they are a victim of domestic or gender-based violence, or any employee seeking accommodations or to exercise their rights under this Policy.

The Authority will not retaliate, tolerate retaliation by any Manager, terminate, or discipline any employees for reporting information about alleged incidents of domestic violence that may have been committed by an employee, including those in management positions.

Retaliatory practices may include, but are not limited to, fewer promotions, inappropriate jokes, snide comments, excluding employee from conversations, etc., and may be carried out by everyone, not just the original perpetrator. Retaliation includes commencing discipline against victimized employees for actions taken to promote their safety.

Any employee engaging in retaliatory practices may be subject to disciplinary actions. If you believe you have been subject to retaliatory practices, please see Section 12 of this Policy "Violations of Policy".

SECTION 8.0 WORKPLACE SAFETY PLANS

The Authority shall have workplace safety response plans in place, including procedures for reporting to Managers or contacting law enforcement, if necessary, should an event take place in the workplace refer the the Health and Safety Manual.

- a. The Authority shall comply and assist with enforcement of all known Orders of Protection (OP).
 - i. If requested by the victim, or by law enforcement, the Authority will provide any relevant information regarding an alleged order of protection violation.
- b. Employees are encouraged to disclose any active orders of protection to the DVAL or Executive Director. Copies of orders of protection will be maintained in a locked, confidential location, separately from the employee's personnel file. In the event of an emergency or that the OP needs to be presented to law enforcement, the director of human resources or designee, or a member of executive staff shall retrieve and present the order. Employees should be made aware that they are responsible for notifying human resources in the event of a relevant modification or revocation of the OP.
- c. When requested by the victim, the DVAL and/or Human Resources staff will work with the employee and Managers to develop a plan to how best increase safety for the victim, other employees, and the workplace. Options may include, but are not limited to:
 - i. Providing front desk security or reception staff with a copy of the Order of Protection with a photo of the perpetrator;
 - ii. Stall the perpetrator from being entered into the worksite;
 - iii. Protocols for reporting to law enforcement;
 - iv. Temporary reassignment of certain duties;
 - v. Reassignment of parking space;
 - vi. Providing employees an escort for entry and exit from the worksite;
 - vii. Assigning a new email account or phone number if the perpetrator has been able to access the existing accounts;

- viii. Creating a personalized safety plan in consultation with the local domestic or sexual violence program;
 - ix. Allowing the employee to work from an alternate work station until further action is taken, if the employee works directly with the perpetrator; or
 - x. If an Order of Protection is in place and has been violated (i.e., by perpetrator showing up at workplace of victim), requiring management to report the violation to law enforcement.
- d. If the circumstances indicate a need for the Authority to take steps to increase safety for the victim, other employees, and the workplace, the Authority will follow the Workplace Violence Policy.

SECTION 9.0 EMPLOYEE ACCOUNTABILITY

The Authority will hold accountable any employee who is found to have engaged in the behaviors including but not limited to:

- a. Used state resources, including time, to commit an act of domestic or gender-based violence;
- b. Committed an act of domestic or gender-based violence from or at the workplace, or from any location conducting state business, except for locations where employees are telecommuting; or
- c. Uses their job-related authority and/or state resources in order to negatively affect victims of domestic or gender-based violence and/or assisted perpetrators in locating a victim and/or in perpetrating an act of domestic or gender-based violence;

Acts of domestic or gender-based violence that occur outside of the workplace can subject a person to administrative and/or disciplinary action.

If the Authority has found that an employee has committed any act of gender-based violence, including making threats or harassment at or from the workplace using any state resources such as work time, state owned telephones or cell phones, e-mail, or by any other means, the Manager, in conjunction with Human Resources, shall take any and all steps necessary to hold the employee accountable through disciplinary action in accordance Personnel Policy.

Disciplinary actions may include, but are not limited to:

- a. Administrative leave;
- b. Cease and desist memo;
- c. Removing/modifying chain of supervision pending an official report;
- d. Relocation of employee alleged to abuse to another work site;
- e. Surrender of work cell phone, laptop, etc.; and/or
- f. Discipline or Termination.

The Authority shall determine if corrective action or disciplinary action is warranted, in accordance with existing policies and regulation if the Authority has received verification that an employee is responsible for any gender-based violence related offense, or is the respondent on any order of protection, including temporary, final, and/or out of state orders because of a gender-based violence related offense, and said employee has any job functions that include:

- a. the authority to take actions that directly impact victims of gender-based violence domestic violence; and/or
- b. actions which may protect perpetrators from appropriate consequences for their behavior.

Employees shall be subject to corrective or disciplinary action, in accordance with existing applicable statutes, and regulations if they intentionally use the authority of their employment and/or misuses any state resources in order to:

- a. negatively impact any victim of gender-based violence;
- b. assist a perpetrator in locating a victim;

- c. assist a perpetrator in perpetrating any act of gender-based violence; or
- d. protect a perpetrator from receiving appropriate consequences shall be subject to corrective or disciplinary action, in accordance with applicable statutes, and regulations.

Any employee who would like to report information about an alleged act of gender-based violence committed by an employee may do so by contacting:

- I. The Director of Human Resources (who is the DVAL), and/or the
- II. Executive Director.

SECTION 10.0 TRAINING

a. Domestic Violence Agency Liaisons (DVALs):

- 1. DVALs shall complete a Gender-Based Violence and the Workplace training provided by OPDV.
- 2. DVALs shall complete an initial one-day training provided by OPDV.
- 3. DVALs shall attend quarterly meetings hosted by OPDV, which will provide ongoing training and technical assistance to them.
- 4. Appropriate Managers, and human resources personnel may also attend the OPDV DVAL one-day or quarterly trainings.

b. Human Resources: Human Resources staff must participate in two annual trainings provided by OPDV:

- 1. Gender-Based Violence and the Workplace training, and
- 2. Gender-Based Violence Workplace Safety Planning training.

c. Managers: Managers must participate in an annual Gender-Based Violence and the Workplace training provided by OPDV.

All Employees: Authority employees shall attend annual Domestic & Gender-Based Violence and the Workplace training provided by the Director of Human Resources.

SECTION 11.0 DATA COLLECTION AND REPORTING TO OPDV

Information regarding employees who are a victim of domestic or gender-based violence, as well as those who are disciplined for violating this Policy, shall be maintained and reported to OPDV by the Director of Human Resources on a bi-annual basis, and at any time, upon request from OPDV. Reporting to OPDV shall be done in aggregate form without any personally identifying information. Data from January through June will be due no later than July 30, and data from July through December will be due no later than January 30.

The following information shall be collected:

- a. All incidents of gender-based violence that take place at a workplace, or while the employee is on Authority time, shall be documented, consistent with applicable law and Authority policy, and categorized by domestic violence and sexual violence.
- b. The general nature of the incidents that occurred in the workplace;
- c. The number of employees who report being a victim of current or past domestic violence;
- d. The number of employees who make contact with the liaison with concerns that a co-worker is experiencing domestic violence or gender-based violence;
- e. The number of employees who are referred for discipline as a result of violating this Policy;
- f. The number of employees who contact the DVALs to request information on domestic violence services;
- g. The number of referrals made to domestic violence service providers, employee assistance programs (EAP), or other applicable services;
- h. The number of orders of protection that are reported to the Authority.

SECTION 12.0 VIOLATIONS OF POLICY

Any employee who would like to report any alleged violations of this Policy may do so by contacting OPDV, the Authority's director of human resources, or the NYS Inspector General's Office by calling the toll-free hotline at 1-800-367-4448 where trained staff will discuss the specifics of your complaint.

For complaints of workplace discrimination, an employee may contact the Antidiscrimination Investigations Division at the NYS Office for Employee Relations (<https://antidiscrimination.oer.ny.gov/>). This includes complaints related to denials of reasonable accommodations.

SECTION 13.0 REVISIONS

Revision Date	Resolution #	Revision
10-25-2012	2012-10-15	Executive Order No. 19 of the State of New York, mandated the adoption of the Domestic Violence and the Workplace Policy. The policy was presented at the October 25, 2012 board meeting.
08-01-2013	2013-08-01	New York State Office for the Prevention of Domestic Violence has informed State agencies and authorities that an additional requirement regarding orders of protection is required to be added in the existing policy. Therefore, policy was updated.
12-18-2025	2025-12-66	Pursuant to New York State Executive Order No. 17, the Authority is required to implement the revised Model Policy; which includes Domestic & Gender-Based Violence and the Workplace. This Policy will revoke and supersede the Authority's Domestic Violence and the Workplace Policy



**Board Resolution No. 2025-12-67
December 18, 2025**

**PUBLIC AUTHORITIES REPORTING INFORMATION SYSTEM (PARIS)
FIVE YEAR BUDGET AND FINANCIAL PLAN FOR FYE 2027
ANNUAL SUBMISSION**

Whereas, the Public Authorities Accountability Act requires Authorities to submit and publish a five-year budget projection and financial plan, and

Whereas, the five-year projection shall reflect the Authorities known, anticipated, and projected finances and incorporates its annual five-year capital improvement plan, and

Whereas, the five-year budget and financial plan is to be posted in PARIS no later than 90 days prior to the start of the fiscal year, and

Now, therefore be it

RESOLVED, the Development Authority of the North Country herewith authorizes and directs the Chief Financial Officer to submit the PARIS five year budget and financial plan for FYE 2027 as attached hereto and shall direct said plan to be posted to the Authority's website.

Motion by: M. Hall

Seconded by: A. MacKinnon

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

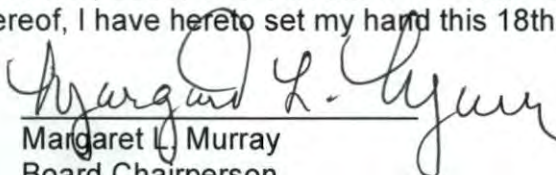
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-67 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2027

Run Date: 12/11/2025
Status: UNSUBMITTED
Certified Date: N/A

Budget & Financial Plan

Budgeted Revenues, Expenditures, And Changes in Current Net Assets.

	Last Year (Actual) 2025	Current Year (Estimated) 2026	Next Year (Adopted) 2027	Proposed 2028	Proposed 2029	Proposed 2030
REVENUE & FINANCIAL SOURCES						
Operating Revenues						
Charges For Services	\$25,315,245.00	\$28,451,894.00	\$29,238,398.00	\$32,227,434.00	\$32,439,550.00	\$32,142,654.00
Rental And Financing Income	\$504,725.00	\$872,500.00	\$872,500.00	\$872,500.00	\$872,500.00	\$872,500.00
Other Operating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Operating Revenues						
Investment Earnings	\$4,116,710.00	\$2,370,361.00	\$2,426,310.00	\$2,426,310.00	\$2,426,310.00	\$2,426,310.00
State Subsidies/Grants	\$426,373.00	\$1,194,898.00	\$941,165.00	\$961,165.00	\$971,165.00	\$906,165.00
Federal Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Subsidies/Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Authority Subsidies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Nonoperating Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proceeds From The Issuance Of Debt	(\$360,734.00)	\$681,316.00	\$1,597,090.00	\$8,238,782.00	\$8,000,000.00	\$0.00
Total revenues and financing sources	\$30,002,319.00	\$33,570,969.00	\$35,075,463.00	\$44,726,191.00	\$44,709,525.00	\$36,347,629.00
EXPENDITURES						
Operating Expenditures						
Salaries And Wages	\$11,774,082.00	\$12,616,575.00	\$13,166,650.00	\$13,561,649.00	\$13,968,499.00	\$14,387,554.00
Other Employee Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Professional Services Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies And Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Operating Expenses	\$12,535,701.00	\$14,501,908.00	\$14,127,286.00	\$14,307,492.00	\$14,393,509.00	\$14,584,748.00
Non-Operating Expenditures						
Payment Of Principal On Bonds And Financing Arrangements	\$1,277,509.00	\$2,246,492.00	\$1,658,209.00	\$2,507,056.00	\$2,563,123.00	\$2,641,441.00
Interest And Other Financing Charges	\$1,290,950.00	\$1,241,423.00	\$1,851,430.00	\$1,632,144.00	\$1,558,307.00	\$1,480,728.00
Subsidies To Other Public Authorities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Asset Outlay	\$17,215,372.00	\$22,753,131.00	\$12,734,998.00	\$33,598,959.00	\$17,011,374.00	\$23,916,872.00
Grants And Donations	\$7,155.00	\$267,845.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Other Nonoperating Expenses	\$0.00	\$57,155.00	\$225,000.00	\$125,000.00	\$125,000.00	\$125,000.00
Total expenses	\$44,100,769.00	\$53,684,529.00	\$43,813,573.00	\$65,782,300.00	\$49,669,812.00	\$57,186,343.00
Capital Contributions	\$15,547,402.00	\$20,661,181.00	\$9,607,340.00	\$22,134,326.00	\$6,214,551.00	\$22,171,813.00
Excess (Deficiency) Of Revenues And Capital Contributions Over Expenses	\$1,448,952.00	\$547,621.00	\$869,230.00	\$1,078,217.00	\$1,254,264.00	\$1,333,099.00

Budget Report for Development Authority of the North Country

Fiscal Year Ending: 03/31/2027

Run Date: 12/11/2025
Status: UNSUBMITTED
Certified Date: N/A

The authority's budget, as presented to the Board of Directors, is posted on the following website: www.danc.org

Additional Comments

Consolidated (All Companies)

	FYE 2025 ACTUAL	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:						
Customer Billings	\$ 25,315,245	\$ 28,451,894	\$ 29,238,398	\$ 32,227,434	\$ 32,439,550	\$ 32,142,654
Deferred Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 4,116,710	\$ 2,370,361	\$ 2,426,310	\$ 2,426,310	\$ 2,426,310	\$ 2,426,310
Loan Interest Income	\$ 504,725	\$ 872,500	\$ 872,500	\$ 872,500	\$ 872,500	\$ 872,500
Grant Income	\$ 426,373	\$ 1,194,898	\$ 941,165	\$ 961,165	\$ 971,165	\$ 906,165
Proceeds for the Issuance of Debt	\$ (360,734)	\$ 681,316	\$ 1,597,090	\$ 8,238,782	\$ 8,000,000	\$ -
Total Revenue	\$ 30,002,319	\$ 33,570,969	\$ 35,075,463	\$ 44,726,191	\$ 44,709,525	\$ 36,347,629
OPERATING EXPENSES						
Personnel	\$ 11,774,082	\$ 12,616,575	\$ 13,166,650	\$ 13,561,649	\$ 13,968,499	\$ 14,387,554
Operations & Maintenance	\$ 9,977,267	\$ 11,720,254	\$ 11,914,397	\$ 12,106,631	\$ 12,302,292	\$ 12,501,443
Host Community Benefits	\$ 1,115,271	\$ 1,160,069	\$ 1,169,456	\$ 959,593	\$ 969,189	\$ 978,881
Administration	\$ 1,251,739	\$ 4,082,220	\$ 4,187,239	\$ 4,256,013	\$ 4,326,013	\$ 4,397,262
Contingency	\$ -	\$ 45,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Bad Debt	\$ 191,424	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Offset	\$ -	\$ (2,505,635)	\$ (3,203,805)	\$ (3,074,745)	\$ (3,263,984)	\$ (3,352,838)
Total Operating Expenses	\$ 24,309,783	\$ 27,118,483	\$ 27,293,936	\$ 27,869,141	\$ 28,362,008	\$ 28,972,302
NON OPERATING EXP						
Principal Payments	\$ 1,277,509	\$ 2,246,492	\$ 1,658,209	\$ 2,507,056	\$ 2,563,123	\$ 2,641,441
Interest Expense	\$ 1,290,950	\$ 1,241,423	\$ 1,851,430	\$ 1,632,144	\$ 1,558,307	\$ 1,480,728
Bond Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants & Donations	\$ 7,155	\$ 267,845	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Other Non-Operating Expenses	\$ -	\$ 57,155	\$ 225,000	\$ 125,000	\$ 125,000	\$ 125,000
Capital Asset Outlay	\$ 17,215,372	\$ 22,753,131	\$ 12,734,998	\$ 33,598,959	\$ 17,011,374	\$ 23,916,872
Total Expenditures	\$ 44,100,769	\$ 53,684,530	\$ 43,813,574	\$ 65,782,299	\$ 49,669,811	\$ 57,186,343
Capital Contributions	\$ 15,547,402	\$ 20,661,181	\$ 9,607,340	\$ 22,134,326	\$ 6,214,551	\$ 22,171,813
Excess	\$ 1,448,952	\$ 547,621	\$ 869,229	\$ 1,078,218	\$ 1,254,265	\$ 1,333,099

Administration

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 396,500	\$ 388,220	\$ 389,930	\$ 392,609	\$ 396,106
Deferred Income					
Interest Income	\$ 354,667	\$ 410,616	\$ 410,616	\$ 410,616	\$ 410,616
Loan Interest Income					
Grant Income	\$ -	\$ -	\$ -	\$ -	\$ -
Proceeds for the Issuance of Debt					
Total Revenue	\$ 751,167	\$ 798,836	\$ 800,546	\$ 803,225	\$ 806,722
OPERATING EXPENSES					
Personnel	\$ 2,182,229	\$ 2,247,696	\$ 2,315,127	\$ 2,384,581	\$ 2,456,118
Operations & Maintenance	\$ 416,826	\$ 425,163	\$ 433,666	\$ 442,339	\$ 451,186
Host Community Benefits	\$ -				
Administration	\$ 182,165	\$ 185,808	\$ 189,524	\$ 193,315	\$ 197,181
Contingency	\$ 30,000				
Bad Debt	\$ -				
Admin Offset	\$ (2,505,635)	\$ (3,203,805)	\$ (3,074,745)	\$ (3,263,984)	\$ (3,352,838)
Total Operating Expenses	\$ 305,585	\$ (345,139)	\$ (136,429)	\$ (243,750)	\$ (248,353)
NON OPERATING EXP					
Principal Payments	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 87,069	\$ 685,059	\$ 478,659	\$ 588,459	\$ 595,059
Total Expenditures	\$ 442,654	\$ 389,920	\$ 392,230	\$ 394,709	\$ 396,706
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 308,514	\$ 408,916	\$ 408,316	\$ 408,516	\$ 410,016

Solid Waste

	PROJECTED FYE 2026	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 9,633,724	10,584,251	\$ 11,689,278	\$ 12,039,957	\$ 12,401,156
Deferred Income					
Interest Income	\$ 845,186	\$ 845,186	\$ 845,186	\$ 845,186	\$ 845,186
Loan Interest Income	\$ -				
Grant Income	\$ 154,776	\$ 141,165	\$ 141,165	\$ 141,165	\$ 141,165
Proceeds for the Issuance of Debt	\$ -	\$ -	\$ 8,000,000	\$ 8,000,000	\$ -
Total Revenue	\$ 10,633,686	\$ 11,570,602	\$ 20,675,629	\$ 21,026,308	\$ 13,387,507
OPERATING EXPENSES					
Personnel	\$ 2,927,954	\$ 3,015,793	\$ 3,106,266	\$ 3,199,454	\$ 3,295,438
Operations & Maintenance	\$ 4,765,290	\$ 4,812,943	\$ 4,861,072	\$ 4,909,683	\$ 4,958,780
Host Community Benefits	\$ 940,685	\$ 950,092	\$ 959,593	\$ 969,189	\$ 978,881
Administration	\$ 1,482,239	\$ 1,497,061	\$ 1,512,032	\$ 1,527,152	\$ 1,542,424
Contingency	\$ -	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 10,116,168	\$ 10,310,889	\$ 10,473,964	\$ 10,640,478	\$ 10,810,522
NON OPERATING EXP					
Principal Payments	\$ 600,000	\$ 625,000	\$ 891,058	\$ 928,136	\$ 970,831
Interest Expense	\$ 558,369	\$ 533,169	\$ 1,301,883	\$ 1,262,931	\$ 1,222,185
Bond Trustee Fees		\$ -	\$ -	\$ -	\$ -
Grants & Donations					
Other Non-Operating Expenses	\$ -				
Capital Asset Outlay	\$ 15,149,680	\$ 5,979,590	\$ 8,503,126	\$ 13,616,394	\$ 22,171,813
Total Expenditures	\$ 26,424,217	\$ 17,448,648	\$ 21,170,030	\$ 26,447,940	\$ 35,175,352
Capital Contributions	\$ 15,149,680	\$ 5,979,590	\$ 503,126	\$ 5,616,394	\$ 22,171,813
Excess	\$ (640,851)	\$ 101,544	\$ 8,725	\$ 194,762	\$ 383,968

Telecommunications

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 6,168,930	\$ 6,446,532	\$ 6,736,626	\$ 6,871,358	\$ 7,008,785
Deferred Income	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 367,308	\$ 367,308	\$ 367,308	\$ 367,308	\$ 367,308
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt	\$ -				
Total Revenue	\$ 6,536,238	\$ 6,813,840	\$ 7,103,934	\$ 7,238,666	\$ 7,376,093
OPERATING EXPENSES					
Personnel	\$ 2,290,284	\$ 2,358,993	\$ 2,429,762	\$ 2,502,655	\$ 2,577,735
Operations & Maintenance	\$ 2,428,747	\$ 2,477,322	\$ 2,526,868	\$ 2,577,406	\$ 2,628,954
Host Community Benefits	\$ -				
Administration	\$ 908,917	\$ 927,095	\$ 945,637	\$ 964,550	\$ 983,841
Contingency	\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 5,642,948	\$ 5,788,410	\$ 5,927,268	\$ 6,069,611	\$ 6,215,530
NON OPERATING EXP					
Principal Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 4,596,882	\$ 4,371,350	\$ 7,700,000	\$ 1,748,157	\$ 1,150,000
Total Expenditures	\$ 10,239,830	\$ 10,159,759	\$ 13,627,268	\$ 7,817,768	\$ 7,365,530
Capital Contributions	\$ 3,705,849	\$ 3,347,750	\$ 6,525,000	\$ 598,157	\$ -
Excess	\$ 2,256	\$ 1,830	\$ 1,666	\$ 19,055	\$ 10,564

Army Sewer Line

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 4,802,933	\$ 4,012,414	\$ 5,671,063	\$ 4,717,593	\$ 4,284,064
Deferred Income	\$ -				
Interest Income	\$ 67,800	\$ 67,800	\$ 67,800	\$ 67,800	\$ 67,800
Loan Interest Income	\$ -				
Grant Income					
Proceeds for the Issuance of Debt	\$ 583,816	\$ 1,597,090			
Total Revenue	\$ 5,454,549	\$ 5,677,304	\$ 5,738,863	\$ 4,785,393	\$ 4,351,864
OPERATING EXPENSES					
Personnel	\$ 832,116	\$ 857,079	\$ 882,792	\$ 909,276	\$ 936,554
Operations & Maintenance	\$ 1,957,221	\$ 1,996,365	\$ 2,036,293	\$ 2,077,019	\$ 2,118,559
Host Community Benefits	\$ -				
Administration	\$ 454,764	\$ 463,859	\$ 473,136	\$ 482,599	\$ 492,251
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 3,244,101	\$ 3,317,304	\$ 3,392,221	\$ 3,468,893	\$ 3,547,364
NON OPERATING EXP					
Principal Payments	\$ 955,000	\$ 955,000	\$ 804,500	\$ 804,500	\$ 804,500
Interest Expense	\$ 285,000	\$ 269,000			
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses	\$ 50,000				
Capital Asset Outlay	\$ 2,147,867	\$ 1,416,000	\$ 1,542,142	\$ 512,000	\$ -
Total Expenditures	\$ 6,681,968	\$ 5,957,304	\$ 5,738,863	\$ 4,785,393	\$ 4,351,864
Capital Contributions	\$ 875,901	280,000			
Excess	\$ (351,517)	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Army Water Line

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 3,188,514	\$ 3,469,769	\$ 3,284,707	\$ 3,839,752	\$ 3,348,446
Deferred Income					
Interest Income	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt					
Total Revenue	\$ 3,225,514	\$ 3,506,769	\$ 3,321,707	\$ 3,876,752	\$ 3,385,446
OPERATING EXPENSES					
Personnel	\$ 770,277	\$ 793,385	\$ 817,187	\$ 841,702	\$ 866,954
Operations & Maintenance	\$ 1,129,942	\$ 1,152,541	\$ 1,175,592	\$ 1,199,103	\$ 1,223,086
Host Community Benefits					
Administration	\$ 327,111	\$ 333,653	\$ 340,326	\$ 347,133	\$ 354,075
Contingency					
Bad Debt					
Admin Offset					
Total Operating Expenses	\$ 2,227,330	\$ 2,279,579	\$ 2,333,105	\$ 2,387,939	\$ 2,444,115
NON OPERATING EXP					
Principal Payments	\$ 541,374	\$ 625,668	\$ 669,795	\$ 685,200	\$ 717,402
Interest Expense	\$ 351,155	\$ 318,522	\$ 288,757	\$ 257,250	\$ 223,930
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 598,134	\$ 283,000	\$ 15,136,250	\$ 546,364	\$ -
Total Expenditures	\$ 3,717,994	\$ 3,506,769	\$ 18,427,907	\$ 3,876,752	\$ 3,385,446
Capital Contributions	\$ 853,751		\$ 15,106,200		
Excess	\$ 361,272	\$ 0	\$ 0	(0)	(0)

Regional Water Line

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 449,942	\$ 419,218	\$ 427,993	\$ 437,307	\$ 446,591
Deferred Income					
Interest Income	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400	\$ 18,400
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt	\$ 97,500		\$ 238,782		
Total Revenue	\$ 565,842	\$ 437,618	\$ 685,175	\$ 455,707	\$ 464,991
OPERATING EXPENSES					
Personnel	\$ 66,595	\$ 68,593	\$ 70,651	\$ 72,770	\$ 74,953
Operations & Maintenance	\$ 201,556	\$ 207,603	\$ 213,831	\$ 220,246	\$ 226,853
Host Community Benefits					
Administration	\$ 27,590	\$ 28,142	\$ 28,705	\$ 29,279	\$ 29,864
Contingency					
Bad Debt					
Admin Offset					
Total Operating Expenses	\$ 295,741	\$ 304,337	\$ 313,186	\$ 322,295	\$ 331,671
NON OPERATING EXP					
Principal Payments	\$ 100,118	\$ 88,541	\$ 91,703	\$ 95,287	\$ 98,708
Interest Expense	\$ 46,899	\$ 44,740	\$ 41,504	\$ 38,126	\$ 34,613
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ 173,500	\$ -	\$ 238,782	\$ -	\$ -
Total Expenditures	\$ 616,258	\$ 437,618	\$ 685,175	\$ 455,707	\$ 464,991
Capital Contributions	\$ 76,000	\$ -	\$ -	\$ -	\$ -
Excess	\$ 25,584	\$ (0)	\$ (0)	\$ (0)	\$ (0)

Water Sewer Contracts

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 2,904,136	\$ 2,991,260	\$ 3,080,997.88	\$ 3,173,427.82	\$ 3,268,630.65
Deferred Income					
Interest Income					
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt					
Total Revenue	\$ 2,904,136	\$ 2,991,260	\$ 3,080,998	\$ 3,173,428	\$ 3,268,631
OPERATING EXPENSES					
Personnel	\$ 2,344,983	\$ 2,415,332	\$ 2,487,792	\$ 2,562,426	\$ 2,639,299
Operations & Maintenance	\$ 337,012	\$ 343,752	\$ 350,627	\$ 357,640	\$ 364,793
Host Community Benefits					
Administration	\$ 221,996	\$ 226,436	\$ 230,965	\$ 235,584	\$ 240,296
Contingency					
Bad Debt					
Admin Offset					
Total Operating Expenses	\$ 2,903,991	\$ 2,985,521	\$ 3,069,384	\$ 3,155,650	\$ 3,244,388
NON OPERATING EXP					
Principal Payments					
Interest Expense					
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay					
Total Expenditures	\$ 2,903,991	\$ 2,985,521	\$ 3,069,384	\$ 3,155,650	\$ 3,244,388
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 145	\$ 5,739	\$ 11,614	\$ 17,778	\$ 24,243

Regional Development

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 256,580	\$ 256,580	\$ 256,580.00	\$ 256,580.00	\$ 256,580.00
Deferred Income					
Interest Income	\$ 680,000	\$ 680,000	\$ 680,000	\$ 680,000	\$ 680,000
Loan Interest Income	\$ 872,500	\$ 872,500	\$ 872,500	\$ 872,500	\$ 872,500
Grant Income	\$ 1,040,122	\$ 800,000	\$ 820,000	\$ 830,000	\$ 765,000
Proceeds for the Issuance of Debt					
Total Revenue	\$ 2,849,202	\$ 2,609,080	\$ 2,629,080	\$ 2,639,080	\$ 2,574,080
OPERATING EXPENSES					
Personnel	\$ 803,642	\$ 999,329	\$ 1,029,309	\$ 1,060,188	\$ 1,091,994
Operations & Maintenance	\$ 367,146	\$ 379,864	\$ 387,461	\$ 395,210	\$ 403,115
Host Community Benefits	\$ 219,384	\$ 219,364		\$ -	\$ -
Administration	\$ 354,129	\$ 399,408	\$ 407,396.63	\$ 415,544.56	\$ 423,855.45
Contingency					
Bad Debt					
Admin Offset					
Total Operating Expenses	\$ 1,744,301	\$ 1,997,965	\$ 1,824,167	\$ 1,870,943	\$ 1,918,964
NON OPERATING EXP					
Principal Payments					
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Trustee Fees					
Grants & Donations	\$ 267,845	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Other Non-Operating Expenses	\$ 7,155	\$ 225,000	\$ 125,000	\$ 125,000	\$ 125,000
Capital Asset Outlay	\$ -				
Total Expenditures	\$ 2,019,301	\$ 2,272,965	\$ 1,999,167	\$ 2,045,943	\$ 2,093,964
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 829,901	\$ 336,115	\$ 629,913	\$ 593,137	\$ 480,116

Engineering

	FYE 2026 PROJECTED	Proposed Budget FYE 2027	Proposed Budget FYE 2028	Proposed Budget FYE 2029	Proposed Budget FYE 2030
REVENUE:					
Customer Billings	\$ 650,635	\$ 670,154	\$ 690,259	\$ 710,966	\$ 732,295
Deferred Income					
Interest Income					
Loan Interest Income					
Grant Income					
Proceeds for the Issuance of Debt					
Total Revenue	\$ 650,635	\$ 670,154	\$ 690,259	\$ 710,966	\$ 732,295
OPERATING EXPENSES					
Personnel	\$ 398,495	\$ 410,450	\$ 422,763	\$ 435,446	\$ 448,510
Operations & Maintenance	\$ 116,514	\$ 118,844	\$ 121,221	\$ 123,646	\$ 126,119
Host Community Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Administration	\$ 123,309	\$ 125,775	\$ 128,291	\$ 130,856	\$ 133,474
Contingency	\$ -				
Bad Debt	\$ -				
Admin Offset	\$ -				
Total Operating Expenses	\$ 638,318	\$ 655,069	\$ 672,275	\$ 689,948	\$ 708,102
NON OPERATING EXP					
Principal Payments					
Interest Expense					
Bond Trustee Fees					
Grants & Donations					
Other Non-Operating Expenses					
Capital Asset Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 638,318	\$ 655,069	\$ 672,275	\$ 689,948	\$ 708,102
Capital Contributions	\$ -	\$ -	\$ -	\$ -	\$ -
Excess	\$ 12,317	\$ 15,085	\$ 17,983	\$ 21,018	\$ 24,194



Board Resolution No. 2025-12-68
December 18, 2025

TECHNICAL ASSISTANCE SERVICES AMENDMENT 1
VILLAGE OF CHATEAUGAY
SEWER IMPROVEMENTS PROJECT

Whereas, pursuant to **Resolution No. 2022-08-65** the Development Authority of the North Country (Authority) and Village of Chateaugay (Village) entered into an agreement dated July 11, 2023 not to exceed \$15,000 to provide technical services related to project management, funding administration, design, and bidding pertaining to the Village's Sewer Improvements Project, and

Whereas, the Village has secured funding through a New York State Department of Environmental Conservation Water Quality Improvement Program in the amount of \$1,000,000, a New York State Water Infrastructure Improvement Act (WIIA) Grant in the amount of \$6,571,636, and a 2025 Federal Additional Subsidy – Non-Equivalency Grant in the amount of \$6,571,637, and

Whereas, the Village experienced delays in securing an Engineering Consultant for completion of the preliminary design on this project, resulting in the Authority assisting with a second request for qualifications and interview phase, and

Whereas, the Village has requested the Authority provide additional project management through design and bidding, as detailed in the original agreement, and

Whereas, to extend the Authority's service to support the design and bidding phase through December 2026 will increase the Authority's level of effort, resulting in additional expenses of \$25,000, bringing the not-to-exceed amount of the contract to \$40,000, and

Now, therefore be it

RESOLVED, that the Technical Services Agreement, by and between the Development Authority of the North Country and the Village of Chateaugay, is hereby amended. The Executive Director is hereby authorized and directed to execute said Amendment.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

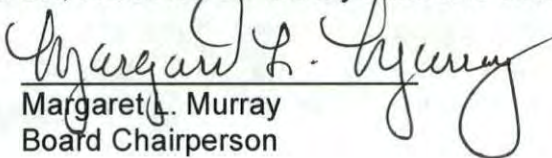
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-68 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereunto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson

**AMENDMENT NO. 1
TO TECHNICAL SERVICES AGREEMENT FOR WASTE WATER SYSTEM IMPROVEMENTS PROJECT
BETWEEN
VILLAGE OF CHATEAUGAY
AND
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

WHEREAS, The Development Authority of the North Country (Authority) and the Village of Chateaugay (Village) entered into an Agreement dated July 11, 2023 for an amount not to exceed \$15,000 to perform services related to project management, funding administration, and design pertaining to the Village's Waste Water System Improvements Project. These services are detailed in Phase 1 of the original agreement, and

WHEREAS, the Authority assisted the Village with reviewing an alternatives analysis for the project, to include the possibility of conveying the wastewater to the Village of Malone, and

WHEREAS, the Authority assisted the Village in applying for and securing funding through a New York State Water Infrastructure Improvement Act (WIIA) Grant on November 1, 2024 in the amount of \$6,571,636, and a 2025 Federal Additional Subsidy – Non Equivalency Grant on January 3, 2025 in the amount of \$6,571,637, and

WHEREAS, the Village experienced delays with the securing of an Engineering Consultant for completion of the preliminary design on this project, resulting in the Authority assisting with a second request for qualifications and interview phase, and

WHEREAS, the Village has requested the Authority provide additional project management through the design and bidding, as detailed in the original agreement, and

WHEREAS, to extend the Authority's service to support the design and bidding phase through December 2026 will increase the Authority's level of effort, resulting in additional expenses of \$25,000, bringing the not-to-exceed amount of the contract to \$40,000, and

NOW, THEREFORE, the Authority and the Village agree to amend the agreement to \$40,000.

The return of one signed copy of the Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for the Authority to proceed with contract services up to the amount agreed upon.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

VILLAGE OF CHATEAUGAY

By: _____
Matthew Clarke
Title: Village Mayor



Board Resolution No. 2025-12-69
December 18, 2025

TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF MALONE
HYDRANT, VALVE, AND MANHOLE REPAIRS PROJECT

Whereas, pursuant to **Resolution No. 2024-10-79** the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an agreement to provide Operations, Maintenance, and Management Services for the Village's Water and Wastewater Treatment Facilities (Agreement), and

Whereas, the Authority has been providing various technical services to include project management, grant administration, and funding assistance in support of the Village's ongoing capital improvement projects since 2017, and

Whereas, the Authority completes annual preventative maintenance inspections on the Village's hydrants, valves, and manholes to develop an asset condition report that summarizes the condition each asset, and

Whereas, the most recent hydrant, valve, and manhole inspection reports identified various deficiencies on the water supply and wastewater collection infrastructure that requires the use of an outside contractor, and

Whereas, the Village has determined the Authority is qualified and equipped to provide technical assistance and project management services and desires to engage the Authority to assist with review of the inspection reports, evaluation of the work to be completed, procurement of a consulting firm (as required), and procurement and oversight of an outside contractor to complete the repair work, and

Whereas the total cost of services to be provided by the Authority to evaluate the corrective actions required, develop a scope of work, and procure and oversee a contractor for the project shall not exceed \$20,000.

Now, therefor be it

RESOLVED, that the Technical Services Agreement, by and between the Development Authority of the North Country 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. Hall

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

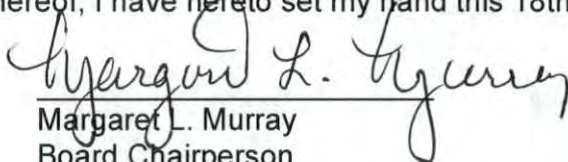
McGrath – **Present***

* - indicates attendance via videoconference.

+ - indicates voting member attending using audio only, unable to vote.

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. 2025-12-69 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.



Margaret L. Murray
Board Chairperson

**TECHNICAL SERVICES AGREEMENT FOR
HYDRANT, VALVE, AND MANHOLE REPAIRS PROJECT**

**WITH THE
VILLAGE OF MALONE**

This Agreement entered into this ____ day of _____ 2025, 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 Village completed hydrant, valve, and manhole inspections in October 2025 as part of the annual preventative maintenance program on the water and sewer systems.
3. Various deficiencies found during the annual inspections were identified and a list of needed repairs was created. The Village needs to procure an outside contractor to complete the necessary repairs to ensure continued operation and minimize interrupted service of its water and sewer systems.
4. The Village has requested technical services from the Authority to assist in the procurement of a contractor and oversight of the construction associated with this work. At its Board meeting held on _____, 2025, the Village Board approved the Authority to assist with this task. **A copy of this Resolution has been attached as Exhibit A.**
5. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

Agreement

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

1. The scope of services to be performed by the Authority consists of several phases as follows:

The Authority understands it is the Village's goal to address the deficiencies that were identified during the hydrant, valve, and manhole inspections in 2025. The tasks described below are a general outline of the path to making these repairs.

A. Project Development

The Authority will review the most recent hydrant, valve, and manhole inspection reports. During this review, the Authority will coordinate with the Village water/sewer operators to develop a list of priority items and generate a scope of work.

B. Records Management

Based upon the hydrant, valve, and manhole inspection reports the Authority will update the Village's existing as built data to accurately reflect field conditions. As historic information previously provided is inconsistent with current field conditions.

C. Project Management

The Authority will coordinate all aspects of the project through completion of the planning and bidding phase. Services will include coordination with Village staff, consultants, and contractors.

D. Consultant Services

Based on the existing list of work items, the Village may need to obtain services of a consulting engineering firm. The scope of work will be dependent on the condition and complexity of the deficiencies that need to be addressed. The Authority will coordinate with Village staff to determine the scope of work. The Authority will assist the Village with procuring the services of the necessary firms through development of a request for proposal (RFP), review of proposals, and coordination of agreement execution.

E. Funding/Financial Administrative Assistance

The Authority will provide assistance with budgets, financial report preparation, and progress reports.

F. Bid Phase Services

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

G. Construction Phase Services

The Authority will oversee the selected contractor as applicable, provide periodic inspections of the work, conduct progress meetings with the contractor, review payment requests and recommend payment, and complete construction contract closeout.

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 \$20,000.

The fee is based on an anticipated 8-month project duration once written authorization to proceed by a signed agreement is issued. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue 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.

TABLE 1 – FYE2026 HOURLY RATES

Employee Wage Rate	Standard	Overtime
Director of Engineering	\$140	NA
Assistant Director of Engineering	\$110	NA
Controls Engineer	\$97	NA
Project Engineer	\$89	NA
GIS Supervisor	\$89	NA
GIS Analyst	\$80	NA
Director of Water Quality Management	\$125	NA
Assistant Director of Water Quality Management	\$125	NA
Water Quality Supervisor II	\$100	NA
Water Quality Supervisor I	\$98	NA
Water Quality Senior Operator	\$86	\$107
Water Quality Operator	\$79	\$97
Administrative Specialist	\$73	\$93
Water Quality Technician	\$71	\$87

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 MALONE

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

By: _____
Andrea Dumas
Mayor

Date: _____

Date: _____



Board Resolution No. 2025-12-70
December 18, 2025

CAPITAL PROJECT BUDGET AMENDMENT
TELECOMMUNICATIONS DIVISION
NATIONAL GRID NETWORK EXPANSION

Whereas, pursuant to **Resolution No. 2025-08-47**, the Development Authority of the North Country (Authority) authorized a capital project in the amount of \$300,000 for the purchase of Dense Wave Division Multiplexing (DWDM) equipment to create a 10 Gigabit per second (Gbps) wave core ring to support National Grid Network Expansion Project (Project No. 30782), and

Whereas, **Resolution No. 2025-08-47** "*anticipated that National Grid will request additional projects to construct fiber from the 10 Gbps wave core ring to National Grid's locations*" and that "*such requests will require board authorization as additional capital outlay by the Authority to construct fiber will be required*", and

Whereas, the National Grid service area includes a large majority of Jefferson, Lewis and St. Lawrence counties and this project will provide a more reliable and secure power monitoring, operations, and management network, and

Whereas, National Grid has requested additional projects to construct fiber from the 10 Gbps wave core ring to National Grid's locations, and

Whereas, the first request for additional projects will connect twenty-one National Grid locations at an estimated cost of \$3,010,000, and

Whereas, National Grid will enter into a twenty-year Indefeasible Right of Use (IRU) with the Authority for all locations to be connected to the 10 Gbps wave core ring, and

Whereas, the IRU will require payment by National Grid for capital cost to construct the additional projects prior to the Authority incurring capital expenditures and

Whereas, due to uncertainty in costs due to recent changes in the make-ready licensing and construction process, National Grid has agreed to pay the actual make-ready construction costs, and

Whereas, the revenue generated from this project will cover the capital and operating costs for the term of the IRU.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to negotiate and enter into addendums to the twenty-year Indefeasible Right of Use with National Grid for the construction of the additional locations to be connected to the 10 Gbps wave core ring, and be it further

RESOLVED, that upon execution of said addendums to the twenty-year Indefeasible Right of Use, the Development Authority of the North Country hereby authorize the Chief Financial Officer to increase the existing capital project budget, titled National Grid Network Expansion (Project No. 30782), from \$300,000 to \$3,310,000

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

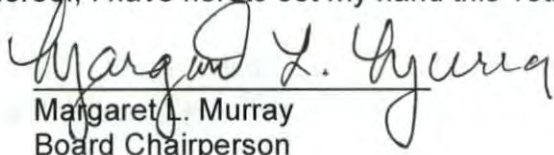
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-70 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-12-71
December 18, 2025

CAPITAL PROJECT AUTHORIZATION
TELECOMMUNICATIONS DIVISION
NATIONAL GRID LIT SERVICES

Whereas, National Grid has requested that the Development Authority of the North Country (Authority) develop a broadband solution to support connectivity across multiple locations within its North Country service area, and

Whereas, the National Grid service area includes a large majority of Jefferson, Lewis and St. Lawrence counties and this project will provide a more reliable and secure power monitoring, operations, and management network, and

Whereas, pursuant to **Resolutions 2025-08-47** and **2025-12-70** the Authority authorized and amended a capital project for National Grid Network Expansion (Project No. 30782) in the amount of \$3,310,000 to create a 10 Gigabit per second (Gbps) wave core ring and to connect priority National Grid locations to the ring, and

Whereas, National Grid will pay the Authority for a twenty-year Indefeasible Right of Use (IRU) to include colocation of equipment at Authority Central Offices, and

Whereas, related to this project, National Grid has also identified nine additional priority locations that they would like served by the Authority's Open Access Telecommunication Network (OATN), through Service Agreements with a sixty-month term, and

Whereas, the estimated capital cost to provide lit services to the additional National Grid locations is \$691,000, and

Whereas, the Service Agreements will require National Grid to pay fifty percent (50%) of the capital cost upon execution of the Service Agreement and (50%) fifty percent upon completion of each segment, and

Whereas, due to uncertainty in costs due to recent changes in the make-ready licensing and construction process, National Grid has agreed to pay the actual make-ready construction costs, and

Whereas, the revenue generated from this project will cover the capital and operating costs for the term of the Service Agreements.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize and direct the Executive Director to negotiate and enter into Service Agreements with National Grid for the connection of lit services to the Authority's Open Access Telecom Network, and be it further

RESOLVED, that upon execution of said Service Agreements, the Development Authority of the North Country hereby authorize the Chief Financial Officer to establish a new Telecommunications capital project, titled National Grid Lit Services in the amount of \$691,000.

Motion by: M. Hall

Seconded by: D. Mastascusa

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

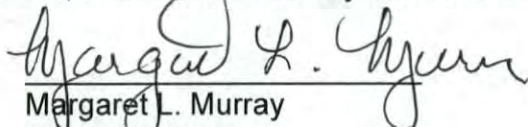
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-71 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson



**Board Resolution No. 2025-12-72
December 18, 2025**

**FISCAL YEAR 2026 OPERATING BUDGET AMENDMENT
WATER QUALITY DIVISION
REGIONAL WATERLINE**

Whereas, the Development Authority of the North Country adopted an Operating Budget for FY 2026 pursuant to **Resolution No. 2025-02-10**, and

Whereas, three unplanned events have occurred this fiscal year that resulted in increased cost and require a mid-year budget amendment:

1. Demand for water from RWL customers, that have their own redundant groundwater supply, increased during the summer of 2025 due to below average rainfall which decreased the capacity of water their wells can supply;
2. The annual reconciliation process with the Village of Cape Vincent for water purchased resulted in the RWL owing the Village \$6,979.57; and
3. Two Variable Frequency Drives (VFDs) failed prematurely and require replacement, and

Whereas, as there is not sufficient time to implement a mid-year rate increase, the Regional Water Line Operating Reserve will be utilized to offset the amount in which increased expenditures exceed the increased revenue.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to amend the Water Quality Regional Water Line budget as follows:

Regional Waterline (Company 43)	GL Number	Current Budget	Amended Budget	Change
Customer Billings	4001	\$ 113,514	\$ 161,596	\$ 48,082
Water Purchases	6004	\$ 113,514	\$ 168,575	\$ 55,061
Pipeline Maintenance	5812	\$ 17,102	\$ 24,602	\$ 7,500
Total Change in Expenditures				\$ 62,561
Impact on Change In Net Position				\$ (14,479)
RWL Operating Reserve Utilization				\$ 14,479
Net Change After Reserve Utilization				\$ 0

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

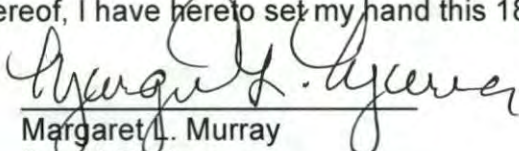
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-72 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-12-73
December 18, 2025

**MEMORANDUM OF UNDERSTANDING
ECONOMIC DEVELOPMENT FUND
DRUM COUNTRY NY**

Whereas, **Resolution No. 2010-10-11** authorized a memorandum of understanding with area economic development agencies for development and implementation of a regional marketing program for business attraction purposes known as Drum Country Business, and

Whereas, subsequent resolutions in 2014, 2016, 2020, and 2023 extended the memorandum of understanding for an additional three calendar years each, and

Whereas, in 2021, the initiative was rebranded to Drum Country NY with a focus not only on business attraction but workforce attraction and retention, and

Whereas, the Development Authority of the North Country, Naturally Lewis, Jefferson County Local Development Corporation, and Fort Drum Regional Liaison Organization agree to continue the initiative for an additional year, and

Whereas, Naturally Lewis and Jefferson County Local Development Corporation will commit \$5,000 each to support the regional marketing initiative, and

Whereas, Development Authority of the North Country will commit \$10,000 to support the regional marketing initiative, and

Whereas, the public funds are leveraged through applications to National Grid for additional funding to support the efforts of the three-counties, and

Whereas, the partnering agencies wish to continue this three-county regional marketing program for workforce and business attraction for an additional year.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to execute the Memorandum of Understanding with area economic development agencies for development and implementation of a regional marketing program for workforce and business attraction purposes known as Drum Country NY.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

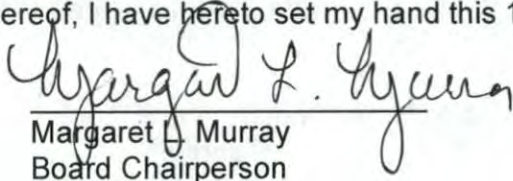
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-73 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson

**“DRUM COUNTRY NY”
Regional Marketing Initiative**

Memorandum of Understanding

I. Background: In 2007, the Fort Drum Regional Liaison Organization, Development Authority of the North Country, St. Lawrence County Industrial Development Agency, Jefferson County Local Development Corporation, and the Lewis County Economic Development/IDA [hereinafter collectively referred to as the “Partnering Agencies”], entered into a Memorandum of Understanding each committing to contribute \$5,000 annually to undertake a unique three-county regional marketing initiative known as Drum Country Business. In 2019, the IP address for Drum Country Business was sold and a new brand was created, Drum Country NY.

Drum Country NY is a three-county marketing initiative to attract businesses to the region recognizing Fort Drum as the economic impetus. The primary focus of this marketing campaign is on promoting the region to site selectors and developers; the primary people responsible for locating businesses. To accomplish this, the Partnering Agencies have met regularly; leveraged their financial contributions with private funds from National Grid; and have engaged a highly respected marketing firm to further this marketing initiative. To date, the Partnering Agencies have:

1. Developed the brand, Drum Country NY, and the associated website, www.drumcountryny.com.
2. Updated logo, website, and branding. Created marketing banners.
3. Attended national trade shows on behalf of Drum Country NY.
4. Social media and digital marketing campaign to promote three-county region, targeted marketing effort to Soldier and families and veterans to grow economic activity in three counties.

The Partnering Agencies have identified additional tasks it must undertake to move this initiative forward. The list is not limited to these tasks alone.

1. Continue to advertise and market the region externally to site selectors, CEOs, and developers to attract workforce and businesses.
2. Continue to promote the campaign within the three counties to increase awareness and usage of the materials, and to grow economic activity.
3. Continue to enhance the Drum Country NY website to be a regional asset for attracting/retaining workers and business to the region.
3. Work with Empire State Development, National Grid, and others to utilize resources to attract businesses to Drum Country.

The most effective and efficient way to continue to move this regional marketing initiative forward is by a Memorandum of Understanding with the Partnering Agencies.

II. Statement of Understanding: In order to continue the Drum Country NY Marketing Initiative, the parties agree as follows:

1. The Chief Executive Officers (or equivalent), or their designees, of Naturally Lewis, the Jefferson County Local Development Corporation, the Development Authority of the North Country, and the Fort Drum Regional Liaison Organization shall comprise the Committee.
2. All members of the Committee will participate. It is agreed that initial prospectus and lead management will emphasize the three County region, not individual counties or municipalities inside the region. Initial lead management will be undertaken by the Development Authority of the North Country on behalf of Partnering Agencies.
3. Each Partnering Agency (JCLDC and Naturally Lewis) will obtain a commitment of \$5,000 for the 2026 calendar year, and Development Authority of the North Country will contribute \$10,000, to be paid no later than February 15 to the FDRLO. The intent of this agreement is to extend the Drum Country NY Regional Marketing Initiative an additional one year.
4. The FDRLO will be the administrative partner in the effort. All funding arrangements between the Partnering Agencies, and the Partnering Agencies and any vendors or consultants will be managed by FDRLO, unless otherwise agreed upon by the Committee.
5. The marketing tasks and strategies undertaken by the Committee will be agreed upon by the members of the Committee by general consensus or a simple majority vote as required.
6. The Committee utilizes professional marketing services to develop the Drum Country NY Marketing Initiative and intends, to the extent possible, to continue to use these services to maximize the results of the initiative.
7. It is the intent of the Partnering Agencies to leverage local annual funding commitments with outside grants or other public dollars to maximize the results of the Drum Country NY Marketing Initiative.
8. Additional Partners may be added to the Committee upon a majority vote by the Partnering Agencies to this Agreement.

9. A report will be provided annually to the Partnering Agencies on the accomplishments of the initiative during the year. The first report will be due to partners no later than 30 days after the calendar year end, 12/31.

Jefferson County Local Development
Corporation

Development Authority of the North
Country

Naturally Lewis

Fort Drum Regional Liaison Organization
D/B/A Advocate Drum



**Board Resolution No. 2025-12-74
December 18, 2025**

**ECONOMIC DEVELOPMENT FUND
HAMMOND FAIR ASSOCIATION INC.
LOAN**

Whereas, Hammond Fair Association Inc has requested a loan of up to \$50,000 from the Economic Development Fund to bridge a State & Municipal Facilities Capital Program (SAM) grant from Assemblyman Gray for the construction of a pole barn at its fairgrounds in Hammond, St. Lawrence County, and

Whereas, the grant is being administered by the Dormitory Authority of New York State and will be paid to the Hammond Fair Association upon completion of the project, and

Whereas, the borrower is a not-for-profit corporation and meets the criteria of the Economic Development Fund.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve a loan of up to \$50,000.00 to the Hammond Fair Association Inc. from the Economic Development Fund subject to the attached Term Sheet, and authorizes the Executive Director or Chief Financial Officer to execute all necessary documentation, 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: T. Hefferon
Seconded by: A. MacKinnon

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa - **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

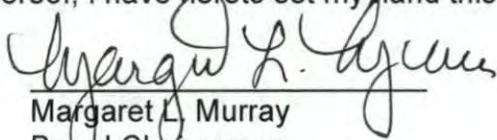
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-74 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower:	Hammond Fair Association Inc.
Loan Fund:	Economic Development Fund
Loan Amount:	up to \$50,000.00
Term:	24 months, or upon receipt of grant funds, whichever occurs first
Rate:	2.25% (board exception)
Payment:	Monthly interest-only
Collateral:	Assignment of grant proceeds
Contingencies:	Proof of SAM grant All necessary permits and approvals

**Economic Development Loan Fund-
Draft Confidential**

BORROWER: Hammond Fair Association Inc.

BUSINESS LOCATION: 323B Lake Street, Hammond, NY 13646 (parcel no. 127.053-4-15)

OWNERSHIP: 501 C 3 not for profit

OFFICERS:

Allison Barrigar	Chair
Mike Stiefel	Vice Chair
Tina Gleeson	Co-Treasurer
Tammy Stine	Co-Treasurer

AMOUNT: up to \$50,000.00

TERM: 24 months, or upon receipt of final grant funds, whichever occurs first.

RATE: 2.25% (board exception) Applicant requested 1.5% rate. Current rate at ½ WSJ Prime plus 1 is 4.5%. Staff recommends half of this or 2.25%.

PAYMENTS: Monthly interest only payments.

COLLATERAL: Assignment of proceeds from DASNY grant

USE OF FUNDS: Bridge grant to complete the project

GUARANTORS: None

EMPLOYEES: None

SOURCES OF FUNDS

DASNY SAM Grant	\$ <u>50,000.00</u>
Total Sources	\$ 50,000.00

USES OF FUNDS

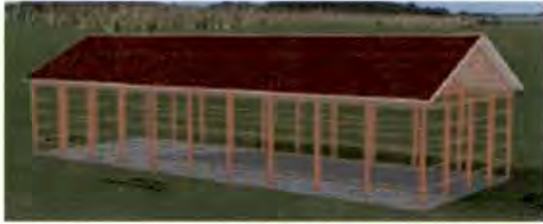
New Pole Barn	\$ <u>50,000.00</u>
Total Uses	\$ 50,000.00

SAM Grant-committed; no match required

PROJECT:

The Hammond Fair Association Inc. (Hammond Fair) is requesting up to \$50,000 from the Economic Development Loan Fund to bridge a SAM grant being administered by the Dormitory Authority of New York State to construct a pole barn at the fairgrounds in Hammond. The Association owns 4.96 acres in Hammond. The project is the building of a new 32'x80' cattle

Economic Development Loan Fund- Draft Confidential



barn. They have a quote from Demick Inc. for the pole barn confirming the price of \$50,000. The new barn will be used to house cattle during the fair and possibly store boats during the winter. This project will allow the fair to grow and offer a more up to date housing facility. The Hammond Fair Association requested a loan for \$50,000 at a

1.5% interest rate to bridge the gap from construction to reimbursement from NY State. As a nonprofit they maintained that they did not have sufficient funds of their own to cover the project or make higher interest payments on a loan. Staff feels as this would be a board exception to the standard interest rate of $\frac{1}{2}$ Wall Street Journal Prime plus 1, it feels that the applicant could reasonably pay a 2.25% rate, which would be half of the current rate of 4.5%.

Staff worked with the St. Lawrence County IDA to identify a funding source to bridge the grant as they did not have a program that fit this project. The member item was from Assemblyman Gray. The Authority's funds are the only resource that is available to a small organization like the Hammond Fair to be able to take advantage of a small grant from NYS.

FINANCIALS:

- The Hammond Fair Association provided their 990-N which states that it did not have to file a tax return in 2024 as gross receipts are normally \$50,000 or less.
- As part of the application, a bank statement was provided for 12/31/2024. This showed \$13,561.53 in the bank on 12/31/2024. They also have a \$5,000 CD with Citizen's Bank of Hammond. They provided their bank statement for 9/30/2025. This showed a cash balance of \$6,855.21 on 9/30/2025 which was right after their fair, and they are still holding the CD.
- The applicant noted that the organization generally takes in around \$11,000 in revenue annually with about \$6,500 in expenses which results in a net profit of around \$3,000-\$4,000. He noted that they have one event for the year as of now. The fair is usually held the second weekend of September and runs Thursday thru Saturday. They also 'rent' out the existing exhibit barn to the Hammond senior class for Halloween activities. The Booster Club gave the Association a \$100 donation. Other than that, there are no other activities during the year.
- Besides cash, the only other assets the organization has are their land and building which they state have a value of \$130,000. The tax records show a total assessed value of \$119,700.
- Interest at 2.25% over 24 months on the full \$50,000 would be \$1,125 a year. The applicant has sufficient cash in their bank account, and fundraises enough to pay this amount, while not causing hardship on the organization.

Credit:

The credit Logic Score is 25, the Data Depth score is 0 making them High Risk for the Business Assessment. They do not have any open accounts or trade lines. There is also noting derogatory, no collections, liens, suits, late pays, charge offs, or bankruptcies.

**Economic Development Loan Fund-
Draft Confidential**

Collateral Analysis

- Assignment of grant proceeds

Contingencies:

- SAM grant of \$50,000
- All necessary permits and approvals
- Work with DANC staff to make sure grant requirements are met prior to disbursing funds.

STAFF RECOMMENDATION:

Staff recommends a loan of up to \$50,000 from the Economic Development Loan Fund to the Hammond Fair Association Inc. based upon the terms and conditions above.



Board Resolution No. 2025-12-75
December 18, 2025

HOUSING REVOLVING LOAN FUND
302 GLOBE LLC
LOAN EXTENSION

Whereas, **Resolution No. 2023-10-80** authorized a loan of up to \$800,000 from the Housing Revolving Loan Fund to 302 Globe LLC to be paid down to \$400,000 with funds from the Watertown Local Development Corporation upon completion of the project to redevelop the former Globe Mall into commercial space and apartments in downtown Watertown, Jefferson County, and

Whereas, the project is complete and the attorneys are working to finalize the paperwork to term out the loan with permanent financing, and

Whereas, the permanent financing is expected to close within the next 45 days, and

Whereas, the loan matured October 1, 2025, and

Whereas, all terms and conditions of the original loan will remain unchanged.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby extend the term of the Housing Revolving Loan Fund loan to 302 Globe LLC for an additional 4 months with a maturity of February 1, 2026 subject to the attached Term Sheet.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

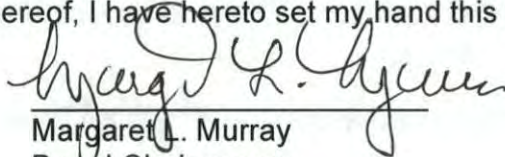
McGrath – **Present***

* - indicates attendance via videoconference.

+ - indicates voting member attending using audio only, unable to vote.

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. 2025-12-75 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: 302 Globe LLC

Loan Fund: Housing Revolving Loan Fund

Loan Amount: up to \$800,000.00 (to be paid down to \$400,000 upon conversion to permanent financing)

Term: 34 months (*Matures February 1, 2026 with this Loan Extension*)

Rate: 5.25%, construction interest-only

Payment: Monthly interest-only

Collateral: Second mortgage on real estate during construction; co-proportional second mortgage on real estate upon completion



Board Resolution No. 2025-12-76
December 18, 2025

**NORTH COUNTRY HOUSING CAPITAL REVOLVING LOAN FUND
ESTABLISH FUND
ESTABLISH IMPREST ACCOUNT**

Whereas, **Resolution No. 2025-06-45** authorized a Consolidated Funding Application in the amount of \$3 million to create a North Country Housing Capital Revolving Loan Fund to support workforce housing across the 7 counties of the North Country Regional Economic Development Council (NCREDC), and

Whereas, the 7 counties of the NCREDC are Jefferson, Lewis, St. Lawrence, Franklin, Clinton, Essex and Hamilton, and

Whereas, one of the strategies identified by the NCREDC was the creation of a housing fund to assist developers in building workforce housing across the 7-county region, and

Whereas, the Development Authority has over 35 years of experience in successfully administering housing revolving loan funds; primarily due to the growth around Fort Drum, and

Whereas, due to the Authority's previous experience in managing housing revolving loan funds, the Authority was identified by the NCREDC to administer the North Country Housing Program, if funded by the state, and

Whereas, such housing program is consistent with the Authority's strategic plan for the development of quality, affordable workforce housing in the region, and

Whereas, Empire State Development awarded \$3 million to the Development Authority to establish the North Country Housing Capital Revolving Loan Fund, and

Whereas, Empire State Development requires that the Authority establish an Imprest Account to hold funds received relating to the North Country Housing Capital Revolving Loan Fund.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby establish the North Country Housing Capital Revolving Loan Fund at the terms and conditions established within the application to Empire State Development, and authorizes the Executive Director or Chief Financial Officer to execute all documents necessary to implement the fund, and further be it

RESOLVED, the Development Authority of the North Country does hereby establish an Imprest Account to hold funds from the North Country Housing Capital Revolving Loan Fund, and further be it

RESOLVED, that the Chair, Treasurer, Executive Director, Chief Financial Officer, and Comptroller of the Development Authority of the North Country be named as authorized signatories on the account and that all documents required to create such accounts shall be executed by Authority officers and/or personnel.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry –**Present**

Hunt – **Present**

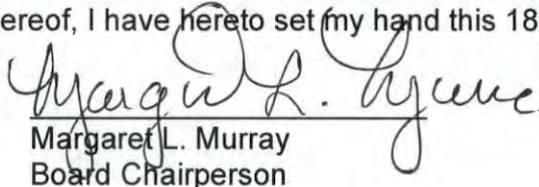
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-76 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson



North Country Housing Capital Loan Program



The Program was created in 2025 with funds from New York State to provide flexible, gap financing to fund development of permanent residential housing. There is a significant need in the region for quality, new housing stock affordable to those from 120%-200% AMI.

Loans

- Loan size contingent upon project need. Sliding scale based on AMI.
- Loan interest rate is targeted at 1/2 Wall Street Journal Prime plus 1 set at closing with a floor of 3%.
- Traditional principal and interest payments are expected, however payment structure can be negotiated based on underwriting and project financial needs.

Application

- Applications are available at www.danc.org or by contacting Michelle Capone at 315-661-3200, or mcapone@danc.org.
- Application fee of \$100, and a 1.5% commitment fee.
- Applications are reviewed by the North Country Housing Committee and all projects require final approval by the Board of Directors of the Development Authority of the North Country.

Other Requirements

- Minimum 10% owner cash/equity
- Projects must have fewer than 20 units
- Communities must have a population under 10,000 and be located in the 7-counties or within the Adirondack Park Blue Line.
- Community must be a certified Pro-Housing Community
- No short-term rentals, or transient housing permitted
- Projects reviewed by regional loan committee with recommendations forwarded to Authority board for approval.

Eligibility

- For-profit & not for profit businesses and housing development fund companies in Jefferson, Lewis, St. Lawrence, Franklin, Clinton, Essex and Hamilton counties.
- Municipality in which the project is to be undertaken must have local zoning and land use regulations that support workforce housing.
- Can be used for predevelopment, renovations and new construction, infrastructure development associated with housing, and hazardous materials assessments.

For more information contact:
Michelle Capone,
Director of Regional
Development,
Development Authority
of the North Country
315-661-3200
mcapone@danc.org

For more information on this and other housing loan programs, see www.danc.org



Board Resolution No. 2025-12-77
December 18, 2025

NORTH COUNTRY REDEVELOPMENT LOAN FUND
MASSENA ARTS AND THEATER ASSOCIATION INC
RATIFYING LOAN

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

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

Whereas, the Regional Loan Review Committee met on December 4, 2025 to review an application from the Massena Arts and Theater Association Inc, and

Whereas, the Massena Arts and Theater Association Inc proposes to make improvements to the Schine Theater located at 63, 65, 67 Main Street, Massena, in order to reuse the theater for events and lease commercial space, and

Whereas, this building meets the criteria for the North Country Redevelopment Fund and is considered a transformational project for downtown Massena, and

Whereas, **Resolution No. 2024-08-59** approved a loan of up to \$100,000 from the Economic Development Fund to bridge a grant for the restoration of the marquis sign to be repaid from a DRI Core of the Community grant, and

Whereas, **Resolution No. 2025-03-28** approved a loan of up to \$500,000 from the Economic Development Fund with similar loans from the St. Lawrence County Industrial Development Agency and SeaComm Credit Union to provide construction financing of up to \$1.5 million, and

Whereas, the Regional Loan Committee is recommending a commitment of up to \$100,000, comprised of a \$50,000 loan and a \$50,000 grant consistent with the program guidelines.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby ratify the grant/loan commitment in the amount of up to \$100,000 (\$50,000 loan/\$50,000 grant) from the North Country Redevelopment Fund to the Massena Arts and Theater Association Inc at the terms and conditions outlined on the attached Term Sheet, consistent with the Empire State Development program

requirements, and further authorizes the Executive Director or Chief Financial Officer to execute all documents necessary to make the loan, and be it further

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

Motion by: T. Hefferon
Seconded by: M. Hall

Voting:

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

Hefferon – **Yes**
MacKinnon - **Yes**
Mastascusa -**Yes**

Murray – **Yes**
Virkler – **Yes***

Non-Voting:

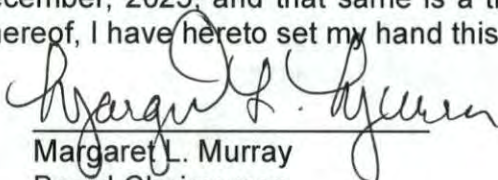
Henry –**Present**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-77 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Massena Arts and Theater Association Inc.

Loan Fund: North Country Redevelopment Fund

Amount: up to \$100,000 (\$50,000 loan/\$50,000 grant)
(New York State Empire State Development Funding); grant
to loan always 1:1

Loan Term: 240 months

Loan Rate: 1%

Loan Payment: 24 months interest-only, then principal and interest
payments to amortize over remaining 18 years

Collateral: Third mortgage and assignment of leases and rents on real
estate during construction, second mortgage and
assignment of leases and rents upon conversion to
permanent financing

Guarantors: None

Conditions:

- Owner cash commitment of up to \$372,772
- DRI Core of the Community grant of \$100,000
- RESTORE NY grant commitment
- NYPA Power Proceeds grant commitment
- SeaComm Federal Credit Union construction financing of
\$500,000
- St. Lawrence County IDA LDC construction financing of
\$500,000
- DANC construction financing of \$500,000
- All necessary permits and approvals
- Authority engineering staff to provide inspection services at
a cost not to exceed \$4,000
- Recapture provision over 10 years declining by 10%
annually if property sold

**North Country Redevelopment Fund-
Draft Confidential**

BORROWER: Massena Arts and Theater Association, Inc.

BUSINESS LOCATION: 63,65,67 Main Street, Massena, NY 13662 (parcel # 9.067-2-23)

OWNERSHIP: 501 C 3 not for profit

OFFICERS:

Allison Smith	President
Ryan Murphy	Vice President
Matthew LeBier	Secretary
Justin Cardinal	Treasurer
William Fiacco	Project Advisor

AMOUNT: up to \$100,000.00 (\$50,000 loan/\$50,000 grant)

TERM: 24 months interest-only, then amortize over remaining 18 years, 20-year term in total

RATE: 1% Fixed

PAYMENTS: Monthly payments

COLLATERAL: Third mortgage during construction, Second mortgage upon conversion to permanent financing

USE OF FUNDS: Improvements to former Schine Theater

GUARANTORS: None

EMPLOYEES: Potential to create 3.5 FTE over 3 years

SOURCES OF FUNDS

DRI Core of the Community	\$ 100,000.00
RESTORE NY	\$2,000.00.00
NYPA Power Proceeds	\$ 640,000.00
MATA	\$ 372,772.00
Redevelopment Fund	\$ 100,000.00
Total Sources	<u>\$3,212,772.00</u>

USES OF FUNDS

New Construction	\$ 195,583.00
Renovation	\$1,998,182.00
Demolition	\$ 38,000.00
Parking	\$ 12,000.00
Professional Services	\$ 244,853.00
Contingency	\$ 247,327.00
FFE	<u>\$ 476,827.00</u>
Total Uses	<u>\$3,212,772.00</u>

DRI Core of the Community-Committed
 RESTORE NY-Committed (the amount may be lowered slightly by +/- \$20,000)
 NYPA Power Proceeds-Committed
 MATA-\$100,000 raised to date, they are continuing to fund raise, and cash flow projections show that the project could support \$200,000 in permanent debt if needed.

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DANC Construction loan-\$500,000 approved
SLC IDA LDC Construction loan-\$500,000 pending
SeaComm Credit Union Construction loan-\$500,000 pending

PROJECT:

The Massena Arts and Theater Association (MATA) is requesting up to \$100,000 (\$50,000 loan/\$50,000 grant) from the North Country Redevelopment Fund to complete a substantial rehabilitation of the former Schine Theater in downtown Massena. The Authority recently approved construction financing of \$500,000 as part of a larger construction loan package that includes a similar ask of \$500,000 from the St. Lawrence County IDA LDC and SeaComm Federal Credit Union. The IDA LDC approved their loan. Verbally, SeaComm feels comfortable sharing the risk and collateral at the \$500,000 amount. The Authority has agreed to be the lead lender for the St. Lawrence County IDA LDC. Engineering staff would provide inspection services in an amount not to exceed \$4,000.

The Authority closed on a loan for \$100,000 on November 14, 2024 to bridge the DRI Core of the Community grant. To date, \$100,000 has been drawn on this loan. Once the organization begins construction, the intent would be to have them pay-off the \$100,000 loan as soon as possible and begin advancing on the larger construction loan. This is secured by the DRI Core of the Community grant proceeds.

The Massena Arts and Theater Association, Inc., ("MATA") is a 501c(3) organization, located at 63-67 Main Street, dedicated to a complete restoration of the historic Schine Theatre in the heart of downtown Massena. MATA's mission is to restore and reimagine the historic gem, breathing new life into downtown Massena and positively impacting the local economy and regional tourism efforts.



Originally built in 1918 as a movie theater in a grand ornate style, the currently vacant and blighted 17,278 sq. ft. building will be transformed from a traditional movie theater to a multi-use community theater and event center. The theater is located on Main Street in downtown immediately across from the Town/Village office building. Design plans will provide this community theater with flexibility for its programs; including traditional community theater offerings, movies, concerts, cabaret

shows, and other performances. Additionally, the ability to accommodate conference presentations and other large audience events will fill additional voids that currently exist in the community while providing valuable revenue streams to support the arts & culture programming.

The first step in the restoration process was in June 2015 when MATA purchased the building with the support of a \$50,000 grant from the St. Lawrence River Valley Redevelopment Agency and a low interest loan from SeaComm Federal Credit Union. The current balance on the loan is

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around \$36,000. After purchasing the building, MATA embarked on what would end up being a three-phase restoration plan.

Phase I included a comprehensive environmental study, and asbestos abatement was completed in 2019, as was a Hazardous Material Study. Upon completion of the work, the property was determined to be free of environmental issues, giving the project “shovel-ready” status. Total project costs for this phase exceeded \$300,000, and was made possible by a \$170,000 New York Main Street Grant and MATA fundraising.

Phase II includes crucial facade and stabilization work as well as the restoration and installation of the historic marquee, engagement of an architect to produce as-built and schematic designs for the interior renovations and design work for modern mechanicals. This is currently underway and made possible by a grant, donations and fundraising.



In 2024 SeaComm Federal Credit Union donated \$60,000 towards the restoration and return of the Marquee. In 2023 MATA hosted multiple fundraising events which resulted in over \$18,000 in revenue. Thanks to the Village of Massena and the DRI Core of the Community grant it received an award of \$100,000 and MATA will provide a \$33,000 match towards the phase two goals. The following is proposed to be completed with the \$100,000 grant:

1. Marquee Steel Canopy Replacement & Structural Support Improvements,
2. Vestibule and Exterior Sidewalk Replacement,
3. Electrical Upgrades/Restore Power to Marquee, Facade, and other areas of the theater,
4. Replacement of Storefront windows and doors (63 and 67 Main Street).

The Flip the Switch event occurred in October and was very well attended by the community.

Phase III will include renovations to the roof and exterior masonry, and a complete interior alteration including new heating and cooling, ventilation, plumbing, lighting and electrical, and all interior finishes including the auditorium; it will reflect the Theater’s original art deco design. The facility will include a catering kitchen and support spaces for the entertainment events. In the final phase, the Theater will be technically outfitted for operation as a movie theater and performing arts venue, including a Digital Cinema Projection system, sound system, additional lighting for performances on stage, movie screen, curtains for the stage, as well as the painting of murals in the lobby.

MATA has an on-going capital campaign, supported by various corporations and organizations. MATA has a goal of raising \$472,772 so that it will have no debt other than the first mortgage on the property when the project is completed. The applicant did provide cashflow projections and it would support \$200,000 in long term debt if necessary. This was discussed with the lenders and all agreed that they would move forward without the commitment in place at this time, knowing

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that we **might** all be asked to provide the permanent funding in the end. They currently have grant applications submitted and are awaiting word on these additional resources. At this time, staff suggested looking at the Redevelopment Loan/Grant Fund as an option as MATA has shown a demonstrated commitment to furthering the project and gaining community support. Through social media and on-site events, MATA is showcasing the potential for the event space in the community.

They plan to bid this phase of the project in early spring with a late summer/fall start date for construction. When it is completed, the building will have 19,878 s/f with a 1,000 s/f addition to the first and second floors, and a 600 s/f addition to the balcony.

The entirety of the renovated design will be focused on energy efficiencies, the use of sustainable materials, fully accessible, and with an awareness of healthy indoor environments. If funded MATA expects the restoration of the Theatre to be complete by 4Q2026, at a cost of \$3,200,000.

Brooks Washburn with LaBella is assisting MATA with the grant administration. The Village is the recipient of the DRI Community funding and RESTORE NY funding.

OVERALL COMMUNITY IMPACT

As an “anchor” building, the Theater’s restoration is crucial for the planned revitalization of Downtown. The Theater will function not only as a movie theater, but also as a venue that offers small theatrical productions, musical performances, lectures, and other cultural events. A vibrant theater will serve as a catalyst for the creation of new cafés, restaurants, and shops in the downtown area, further attracting people from in and around Massena to Downtown.

The project will create a community theater venue that will serve as a center for arts and culture, filling an existing void in Massena and the greater region. While this venue will honor the history of the Schine by showing films targeted to three markets: families, young adults and seniors, it will also offer theatrical productions, concerts, lectures, comedians, and cultural events. The design of the restoration will also provide space that utilizes table seating which opens up additional opportunities such as cabaret shows, wedding receptions, and potential exhibit and tradeshow space thus providing MATA the ability to fully maximize the market potential and gain additional revenue.

A revitalized Schine Theater will not only enrich Massena and its neighboring areas economically, but also have a significant positive impact on regional tourism. As a cultural hub offering diverse entertainment options, such as productions, concerts, and events, the theater will attract visitors from across the region, boosting foot traffic in local businesses and stimulating economic growth. This increased tourism will not only enhance the town's reputation as a destination, but also contribute to its overall prosperity and vitality, generating additional tax revenues to support essential services and infrastructure development.

Further, the Theater will enrich the regional tourism landscape, bringing much needed tourism money and tax dollars into our low-income region. The theater will generate a feeling of common purpose during the restoration process, and a sense of community pride when its doors open once again. In addition to residents of the immediate region, MATA believes the effort will encourage

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former Massena natives to return home and rediscover the charm of our town, making visits to the rejuvenated theater a cherished tradition. MATA also anticipates the restoration will benefit the larger “North Country”, “Thousand Islands” and Canadian regions by adding a viable performing arts venue.

FINANCIALS:

Historical

	<u>2022</u>	<u>2023</u>	<u>2024</u>	08/31/25
Total Revenue	\$9,069	\$44,067	\$96,382	\$75,560
Operating Expenses	<u>\$9,409</u>	<u>\$18,731</u>	<u>\$14,048</u>	<u>\$18,761</u>
Net Income	(\$340)	\$25,336	\$82,334	\$56,799

- The historical financial information for 2022 through 2023 was internally prepared. The organization filed a 990EZ in 2024. They have not needed to file a 990 before as income had been below \$50,000 and assets less than \$500,000. The organization has a monthly treasurer’s report that is summarized for each year-end, however there are no compiled or reviewed statements.
- Income in 2022 was \$7,400 from rent and \$1,669 from donations. In 2023, income was \$11,200 from rent and \$32,867 from donations. They had two tenants each paying \$400 a month. In 2024, income was from rent collected of \$6,600, and gifts, grants, contributions, and membership fees of \$89,779. Through August 2025, primary income was from donations of \$61,108. They had rental income of \$8,200.
- In reviewing their reports, expenses appear to be related to the building in regard to water bills, mortgage payments, and minor improvements. In 2024 they spent \$5,915 for utilities and maintenance, and \$8,133 for other expenses. In 2025, their primary expenses were advertising, event expenses, insurance, and utilities.
- They did spend \$18,000 in June as the first of three payments to Legacy Collision to rehabilitate the marquee.
- MATA is making a monthly payment to SeaComm of \$455. Loan of \$42,875 closed on 6/29/2021 and matures 7/2036 with an outstanding balance of \$35,920.75.
- Interest on a \$1,500,000 loan for one year would be \$53,437.50 if the entire amount were disbursed and outstanding for one year. MATA has stated that the funds to pay this interest are factored into the overall project costs under contingency.

Projections

	Year One	Year Two	Year Three
Income	\$79,600	\$104,600	\$194,600
Expenses	<u>\$16,212</u>	<u>\$ 18,060</u>	<u>\$192,797</u>
Net Profit/(Loss)	\$63,388	\$ 86,540	\$ 1,803
Less Donations	(\$50,000)	(\$75,000)	(\$75,000)
Plus Interest & Mortgage Pmts	<u>\$21,200</u>	<u>\$20,603</u>	<u>\$19,956</u>
Cash Available for Debt	\$34,588	\$ 32,143	(\$53,241)

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- Year one assumes \$9,600 in rental income, \$20,000 in income from fundraisers/events, and \$50,000 from donations. Year two assumes an additional \$25,000 from donations. Year three assumes the theater will be operational and a patron program will derive \$5,000 in revenue, and another \$85,000 will come from ticket sales. They currently have three storefronts leased. All storefront tenants are responsible for their own utility costs.
- Year one expenses are primarily advertising, insurance, and utilities. They have budgeted \$15,740 for interest on debt and \$5,460 for mortgage payments. The only permanent debt in the project at this point will be the SeaComm mortgage of \$5,460 annually and the proposed redevelopment loan of \$3,036 annually, if approved. This totals \$8,496 annually in debt service payments. Utilities are only budgeted for \$2,873 and taxes are only budgeted at \$1,000. The organization is a 501C3 and will be tax exempt.
- In year three, expenses increase due to the addition of staff. They propose to hire a part-time maintenance person, office manager and ticketing staff. This accounts for \$168,084 in expenses. Advertising increases to \$5,956, and utilities increase to \$5,345.
- For cash flow, the donation portion was backed out as it is assumed to be foundational support and not guaranteed. In addition, the applicant noted that it is coming from their capital campaign. If MATA is able to meet projections, they have sufficient cash flow to repay the debt in years one-two.
- Year three shows a deficit. If they are able to have the profits that they are projecting in years one and two, then they will be carrying cash forward to help support year three investments. However, if this does not occur, then they will need to amend their expenses or increase revenue to be able to support debt. After discussion with MATA, they would reduce staff as needed and look to volunteers to support events/activities in order to ensure cashflow to meet debt.

Balance Sheet

	12/31/2024
Current Assets	\$46,475
Fixed Assets	\$106,031
Total Assets	\$152,506
Current Liabilities	\$0
Long-Term Liabilities	\$36,934
Total Liabilities	\$36,934
Net Assets	\$115,572
Total Liabilities & Net Assets	\$152,506

- The current asset is comprised of cash. They have been fundraising and receiving some rental income from tenants. They have the \$33,000 cash match on hand for the Core of the Community grant.
- The fixed asset is based on an appraisal of the building dated 4/25/2024 and improvements.

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- The debt is the mortgage with SeaComm toward the acquisition of the building. The balance on 8/31/2025 was \$35,920.75.

Credit:

The Logic Score for MATA is medium risk score of 55, with a warning business failure assessment. There are no days beyond terms reported, current or historical. It has no derogatory public records, collection accounts, or pending lawsuits. It has no trade lines established.

Collateral Analysis

- Third mortgage during construction, and second mortgage upon completion and pay-off of construction loans. SeaComm Federal Credit Union has an existing mortgage on 63-67 Main Street, Massena, NY 13662.

	Cost	Discount
Real estate as is 4/25/2024	\$85,000	
@ 75%		\$63,750
Improvements	\$2,193,765	
@ 75%		\$1,645,324
FFE	\$476,827	
@ 50%		\$237,414
Total Collateral	\$2,755,592	\$1,946,488
SeaComm FCU (existing)	\$38,000	\$38,000
DANC/SLCIDALDC/SeaComm	\$1,500,000	\$1,500,000
DANC \$50,000 loan	<u>\$50,000</u>	<u>\$50,000</u>
Total Debt	\$1,588,000	\$1,588,000
LTV:	.58	.82

- Third party broker opinion dated April 25, 2024 provided value of \$85,000.
- Assessed value of property is \$35,000 and an appraisal has the value of the building at \$85,000. SeaComm FCU has a mortgage with a balance of \$38,271.

Contingencies:

- DRI Core of the Community grant of \$100,000
- RESTORE NY grant commitment
- NYPA Power Proceeds grant commitment
- SeaComm Federal Credit Union construction financing of \$500,000
- St. Lawrence County IDA LDC construction financing of \$500,000
- DANC construction financing of \$500,000
- All necessary permits and approvals
- Authority engineering staff to provide inspection services at a cost not to exceed \$4,000
- Recapture provision over 10 years declining by 10% annually if property sold



Board Resolution No. 2025-12-78
December 18, 2025

NORTH COUNTRY VALUE ADDED AGRICULTURE FUND
GOLDEN TECHNOLOGY MANAGEMENT LLC

Whereas, **Resolution No. 2015-06-78** approved a \$234,000 loan from the North Country Value Added Agriculture Fund to Golden Technology Management LLC for the purchase and installation of a greenhouse and associated equipment in Sackets Harbor, New York, and

Whereas, **Resolution No. 2015-06-79** approved a loan of \$40,000 from the Community Development Loan Fund to Golden Technology Management LLC for the purchase and installation of a greenhouse and associated equipment in Sackets Harbor, New York, and

Whereas, the Authority was awarded a grant of \$99,750 from the U.S. Department of Agriculture Rural Business Enterprise Grant program to Golden Technology Management LLC for equipment to be used in its greenhouses with a lease to repay the Authority \$32,917.50 over the ten-year term, and

Whereas, in 2019, **Resolution Nos. 2019-05-63 and 2019-06-76** were authorized to subordinate the Authority's collateral in the greenhouses to a \$6 million loan from the NYS Green Bank to facilitate the expansion of the company, and

Whereas, Golden Technology Management and its associated companies, Agbotic Inc and Agbotic Project 1 ceased operations in 2025 and NYS Green Bank has foreclosed on their loans with the companies with a balance outstanding of approximately \$12 million, and

Whereas, neither Golden Technology Management, Agbotic Inc, or Agbotic Project 1 are operational and have no assets, and

Whereas, the balance on the North Country Value Added Agriculture Loan is \$90,858.37 plus accrued interest, and the Community Development Loan Fund loan is paid in full, and

Whereas, the balance on the lease is \$6,583.50, and

Whereas, it is not in the Authority's financial interest to pursue paying off the NYS Green Bank to secure the collateral, and

Whereas, there is an outside entity willing to purchase the assets from NYS Green Bank at a significantly discounted amount and start-up operations at the facilities in Sackets Harbor with the intention of hiring workers.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby consent to New York Green Bank's strict foreclosure efforts, and releases the related Agbotic Inc., Agbotic Project 1, and Golden Technology Management LLC of their existing liens, and authorizes the Executive Director or Chief Financial Officer to execute all necessary documentation, and further be it

RESOLVED, the Development Authority of the North Country authorizes the Chief Financial Officer or Comptroller to write-off the loan to Golden Technology Management LLC from the North Country Value Added Agriculture Loan Fund with an outstanding principal balance of \$90,858.37 plus accrued interest, and further be it

RESOLVED, the Development Authority of the North Country authorizes the Chief Financial Officer or Comptroller to write-off the lease payments due from Golden Technology Management LLC in the amount of \$6,583.50.

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

Voting:

Bibbins – **Yes***

Doheny – **Absent**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa - **Yes**

Murray – **Yes**

Virkler – **Yes***

Non-Voting:

Henry – **Present**

Hunt – **Present**

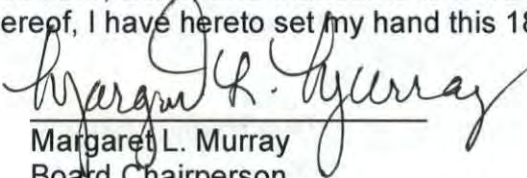
McGrath – **Present***

* - indicates attendance via videoconference.

* - indicates voting member attending using audio only, unable to vote.

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. 2025-12-78 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 18th day of December, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 18th day of December, 2025.


Margaret L. Murray
Board Chairperson



TO: Board of Directors

FROM: Michelle L. Capone, Director of Regional Development

DATE: December 4, 2025

SUBJECT: Golden Technology Management

Resolution No. 2015-06-79 approved a \$40,000 loan from the CDLF and Resolution No. 2015-06-78 approved a \$234,000 loan from the North Country Value Added Agriculture Fund for the purchase and installation of equipment at a new greenhouse facility known as Agbotics. At the same time, the Authority applied for and received a \$99,750 grant from USDA through its Rural Business Enterprise Grant for equipment to be installed at the greenhouse located in Sackets Harbor.

The \$40,000 loan had a 5-year repayment term. It was paid in full on 9/4/2020. The \$234,000 loan had a maturity date of 9/1/2025. In March 2024, Resolution No. 2024-03-36 authorized an interest-only payment for accrued interest due September 1, 2023. The company is currently 459 days past due on the loan. They owe \$90,858.37 in principle plus accrued interest of approximately \$5,428.01. As a reminder, the North Country Value Added Agriculture Funds were provided as a grant to the Authority from Empire State Development to establish the revolving fund.

In regard to the USDA lease, the company was required to pay \$32,917.50 to the Authority over 10 years. It paid \$26,334 with two payments of \$3,291.75 still remaining. The 2025 payment has not been made. There appears to be no obligation to the Authority in regard to the default of this lease.

In May 2019, John Gaus, owner of Golden Technology Management, presented the Authority with a plan to expand his business. He was borrowing \$6 million from the NYS Green Bank to build an additional 20 greenhouses in 2019 and another 60 in 2020 across the three-county region. The project was to potentially create 100 jobs. Resolution No. 2019-05-63 approved the subordination of the Authority's collateral to a \$6 million loan from NYS Green Bank. Resolution No. 2019-06-76 approved the subordination of the USDA lease to NYS Green Bank.

This project never came to full fruition. Then COVID struck and the company was unable to meet sales goals and repay debt. The company ceased operations in July 2025. NY Green Bank is owed approximately \$12 million as they lent additional funds to the business after the initial \$6 million, and once the business stopped paying them, the interest compounded. Green Bank's plan is to sell the Project's assets via strict foreclosure pursuant to Article 9 of the UCC to a new entity. The new entity will operate the facilities in Sackets Harbor.

Staff spoke with the proposed buyer and the entity has experience with greenhouses in an adjacent state. They will be purchasing the assets for \$455,000 which is well below what Green Bank is owed.

In the Subordination Agreement, signed by the Authority, NY Green Bank, Golden Technologies, Agbotic Incorporated, and Agbotic Project 1, the Authority, among other things: (1) subordinated any related liens it may have to NYGB's liens, (2) provided prior consent without the requirement of notice of any future NY Green Bank foreclosure action, (3) waived any DANC right to protest any NYGB foreclosure, and (4) agreed to provide NY Green Bank any required lien termination documentation to effectuate a NY Green Bank foreclosure or other disposition of Project's assets.

In order to ensure a smooth transfer of assets to the new buyer, while not required, Green Bank has asked that the Authority: (1) consent to NYGB's strict foreclosure efforts; and (2) release the related Agbotic Inc., Agbotic Project 1 and Golden Technologies, LLC of its existing liens. When we signed the Subordination Agreement, Mr. Gaus had transferred all assets into Agbotic Project 1 which the Authority recognized when we signed the subordination agreement.

The Authority's only collateral is guarantees of Golden Technology Management and Agbotic Inc. none of which are operational or have any assets. Mr. Gaus did not provide a personal guaranty.

Staff Recommendation: Staff recommends that given there is a buyer willing to operate the facilities in Sackets Harbor and create jobs, and given that our outstanding debt is \$90,858 behind \$12 million in debt from NYS Green Bank, we consent to NYGB's strict foreclosure efforts; and (2) release the related Agbotic Inc., Agbotic Project 1 and Golden Technologies, LLC of their existing liens.

The Resolution will also approve writing off \$90,858 in principle plus accrued interest from the North Country Value Added Agriculture Fund, and writing off \$3,291.75 in accounts receivable for the USDA lease payment for 2025 as bad debt.