



**Board Resolution No. 2022-10-76**  
**October 27, 2022**

**PERSONNEL POLICY**  
**APPROVING MODIFICATIONS**

Whereas, the Development Authority of the North Country operates according to Board policies that are adopted and/or amended by the Board of Directors, as appropriate, and

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

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

Section 4.L.4	Vacation accruals modified
Section 5.B.2	Staff reimbursement for continuing education expenses modified

Now, upon the recommendation of the Governance Committee, therefore be it

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

**RESOLVED**, that the revised Personnel Policy, attached hereto and incorporated in this Resolution shall become effective on January 8, 2023.

Motion by: E. Virkler

Seconded by: M. Doheny

Doheny - **Yes**

Henry - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Hefferon - **Yes**

Hollenbeck - **Absent**

McGrath\* - **Present**

Virkler - **Yes**

Hall - **Yes**

Hunt - **Present**

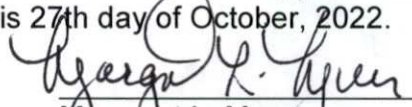
Mastascusa - **Yes**

Bibbins - **Yes**

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-76 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson

# Development Authority of the North Country Governance Policies



**Subject: Personnel Policy**

**Adopted: October 27, 2022; Effective January 8, 2023**

**Resolution: 2022-10-XX**



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## **SECTION 1 - INTRODUCTION**

### **A. Welcome to the Development Authority of the North Country**

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

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

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

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

### **B. Authority Mission**

The mission of the Development Authority of the North Country is to serve the common interests of Jefferson, Lewis and St. Lawrence Counties by providing technical services and infrastructure, which will enhance economic opportunities in the region and promote the health and well-being of its communities.

### **C. Authority Principles**

#### **Integrity**

- We will measure our achievements against these standards in all our activities.
- We will be honest and responsible in dealing with customers, suppliers, partners and coworkers.

## **Environment**

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

## **Quality and Excellence**

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

## **People**

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

## **Leadership and Accountability**

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

## **Partnership**

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

## **Stewardship**

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

## **SECTION 2 - EMPLOYMENT POLICIES**

### **A. Equal Employment Opportunity**

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

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

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

### **B. Prohibition of Discrimination Based on Reproductive Health Decision Making**

The Authority will not access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, discriminate or take any retaliatory action against any employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or their dependent's reproductive health decision making, or require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions. For purposes of this policy "reproductive health decision making" includes, but is not limited to, a decision to use or access a particular drug, device, or medical service. In addition to reporting any alleged violations of this policy to the Authority, employees may also choose to pursue legal remedies by initiating a civil action in court for damages, injunctive relief, reinstatement, and/or liquidated damages.

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

Authority of applicable law, rule, or regulation.

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

**C. Personal Privacy Protection and Employee Access to Personnel Records**

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

**D. Employee Complaint Process**

The Authority has an internal complaint and right of appeal process to enable an employee to request assistance, report sexual harassment or other discrimination, or address any perceived unfairness. Through this process, the Authority can eliminate conditions, which may be discriminatory or detrimental to an employee or the Authority's efficiency and reputation.

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

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

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

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

The committee, after a full examination of the facts (which would include a review of the written summary of your statement, and may include discussions with all individuals concerned, and a

further investigation if necessary), will normally advise you of its decision within fifteen working days. The decision of the committee shall be final.

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

**E. Employee Assistance Program**

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

**F. Physical Evaluation/Alcohol and Substance Abuse**

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

1. As part of the Authority's employment procedures, all job applicants offered a position with the Authority will be required to have a pre-employment medical examination and drug screen conducted by a physician designated by the Authority. Any offer of employment by the Authority is contingent upon, among other things, satisfactory completion of these examinations, and a determination by the Authority and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered.
2. Further, as a condition of continued employment, employees may also be required to undergo periodic medical examinations, at times specified by the Authority. Examinations may be required post-job injury or incident/accident. In connection with these examinations, employees are required to provide the Authority with access to their medical records, if requested. Further, it should be understood that the Authority receives a full medical report from its examining physicians regarding the applicant's or employee's state of health. Questions about medical examinations or alcohol and drug screening should be directed to

## Human Resources.

3. The Authority is required to comply with the Omnibus Transportation Employee Testing Act of 1991 (the "Act") and the U.S. Department of Transportation Regulation 49 CFR Part 40 (the "Regulation"). Job applicants for a position that requires a CDL will be required to have a pre-employment alcohol and controlled substance screening. Procedures for compliance with the Act and Regulation have been adopted by the Authority and communicated to covered employees.
4. All Authority-required medical examinations and alcohol and drug screenings are paid by the Authority.
5. Employees are expected and required to report to work on time and in mental and physical condition for work. Reporting to work under the influence of alcohol or a controlled substance is prohibited.
6. The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or any controlled substance on Authority premises or while conducting Authority business off premises is prohibited. Violations of this policy will result in disciplinary action, which may include termination of employment.
7. The Authority encourages employees needing help in dealing with such problems to use the Pivot Employee Assistance Services, 315-788-4790.

## **G. Conflicts of Interest**

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

## **H. Confidential Information**

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

including termination, and may be subject to civil and/or criminal penalties for violations of, among other things, applicable securities laws.

## **I. Outside Employment**

1. No Authority employee may engage in outside employment of the same nature, or provide similar services as provided by the Authority. An employee may engage in unrelated employment outside the Authority during hours that do not interfere with his/her work schedule or performance.
2. Authority employees who serve as directors, owners, employees or agents of companies seeking to do business with the Authority shall disclose in writing such interest to the Executive Director, who shall determine whether a prohibited conflict exists. The Executive Director shall update and review such relationships on an annual basis.
3. This guideline does not apply to volunteer, civic and humanitarian organizations.

## **J. Personal Conduct and Disciplinary Procedures**

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

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

**K. Solicitations**

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

**L. Personal Business and Use of Authority Equipment**

1. The Authority expects all of its employees to perform Authority work during their normal work hours. Employees are expected to use discretion with regard to incoming and outgoing personal calls and the carrying out of personal business during normal work hours.
2. Employee work areas, desks, lockers, and office equipment are provided by the Authority. The control of these areas and equipment remains with the Authority and the Authority reserves the right to enter these work spaces and monitor the use of other equipment when deemed appropriate.
3. The Authority's computer system provides e-mail capabilities. The system is subject to monitoring by the Authority and the use of electronic mail program amounts to employee consent of such monitoring. Employees using Authority computers may, from time to time, find it necessary to use a password to protect confidential material. When a confidential password is used, it must also be given to the employee's supervisor as needed. The Authority's computer system is governed by the Authority's Information Technology and Security Policy and associated IT procedures.
4. The Authority also reserves the right to open all mail delivered to the Authority; therefore, employees are encouraged to have personal mail delivered to their homes.
5. Personal use of Authority equipment or supplies, including, but not limited to, copying machines, fax machines, computers, and office supplies, is generally prohibited. The intent of this policy is not to preclude reasonable use of such equipment by the employee when the employee's supervisor shall determine that such use is in the interest of the Authority given

specific circumstances. Use of Authority equipment or supplies for outside employment is strictly prohibited.

6. Personal use of Authority automobiles and other equipment is prohibited.

#### **M. Safety and Wellness**

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

#### **N. Workplace Violence Prevention Program**

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

#### **O. Smoking Policy**

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

1. **Discipline:** All employees share in the responsibility for adhering to and enforcing the Smoking Policy. In all cases, the right of the non-smoker to protect his/her health and comfort will take precedence over an employee desiring to smoke. Employees who violate this policy may receive a written safety violation notice and may be disciplined, up to and including termination of employment, based on the severity of the violation.
2. **Employee Assistance:** The Authority provides an Employee Assistance Program for its employees. This program includes assistance with smoking cessation. In addition, community-based programs are available and the Authority will assist any interested employees (Reference Personnel Policy Section 2.E., Employee Assistance Program).

#### **P. Tape Recording Policy**

The Authority prohibits its employees from secretly recording or directing others to secretly

record, by audio or video tape or other electronic means, discussions or meeting between or among employees, vendors, visitors and contractors while on Authority premises, and/or between or among employees while outside the Authority on Authority business without the prior express written approval by the Executive Director. Anyone violating this policy will be disciplined up to and including termination from employment.

**Q. Nursing Mothers Policy**

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

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

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

**R. Telecommuting Policy**

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

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

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

## SECTION 3 - COMPENSATION POLICIES

### A. Salary Administration Definitions

#### 1. Employees

- a. **Regular** - Any employee who is regularly scheduled to work 30 hours or more per week. Regular employees are eligible for the benefits detailed by Section 4.
- b. **Temporary** - Any employee who is hired for a special project or period of time and works fewer than 12 months or less than 1,560 hours, in any fiscal year.  
Temporary employees are not eligible for benefits as described in Section 4, except for optional benefits on a case-by-case basis and participation in the New York State Employees' Retirement System. Temporary employees receive workers' compensation as mandated by law. Temporary employees working a minimum of 20 hours per week receive short term disability coverage.
- c. **Workers provided by a third party contractor, or a consultant who is retained as an independent contractor** by the Authority, are not covered under these Personnel Policies.

#### 2. Orientation Period

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

#### 3. Basic Work Week

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

#### 4. Base Salary

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

#### 5. Employee Status and Overtime Pay

- a. **Exempt** - Exempt employees are those employees whose duties meet the standards for exemption from the U.S. Fair Labor Standards Act (FLSA), the New York Labor Law and the implementing regulations, including the exemptions for executive (managerial and supervisory), administrative, and professional employees, and computer-related occupations. Exempt employees do not receive overtime compensation for hours worked in excess of 40 hours in a work week.
- b. **Non-Exempt** - Non-Exempt employees are those employees covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and the New York Labor Law, and include all non-salaried (hourly) workers and those salaried

employees whose duties do not meet the standards for the statutory exemptions. Non-exempt employees, who work more than 40 hours in a work week, will receive compensation at the rate of 1 and ½ times their regular hourly rate for all hours worked in excess of 40 in a work week.

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

6. Call In Pay

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

7. On Call Pay

Any regular, full-time, permanent, hourly employee who is on call to work unscheduled hours shall be paid a weekly stipend for the on-call period. The amount of such stipends shall be established by the Authority on an annual basis.

**B. Longevity Incentive Pay**

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

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

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

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

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

## C. **Salary Administration Policy**

### 1. Job Description

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

### 2. Salaries and Wages

- a. Newly hired employees will start at a competitive rate commensurate with their job function and experience.
- b. Salaries and wages will be reviewed periodically to determine overall competitiveness.
- c. As needed, reviews will compare the Authority's salaries with available resources such as private industry, state, county, and city salary ranges, and job descriptions.

### 3. Performance Appraisal

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

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

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

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

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

### 4. Annual Adjustment Pool

An annual adjustment pool system has been established for all employees. Each fiscal year, prior to April 1, the pool shall be reviewed by management and the Board to determine if an annual adjustment should be implemented based on cost of living, wage comparability and other factors. Any such adjustments will be made as part of the annual budget adoption process. The total of all pay adjustments shall not exceed the pool established in a given year.

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

- a. The employee must have worked for six (6) months in a full-time, capacity.
  - b. The employee must have a satisfactory performance appraisal for the current rating period.
  - c. The employees' immediate supervisor must recommend the employee for such adjustment, which must be approved by the appropriate Manager and Executive Director. Individual performance is the key criterion in determining increases in an employee's pay.
5. Executive Director Compensation  
**Executive Director** – The Governance Committee recommends and submits to the Board for review and approval (may be subject to an employment contract).
6. Promotions, Change of Title and Organizational Changes
- a. The Executive Director submits to the Governance Committee and/or Finance and Budget Committee recommendations with supporting documentation, if required by the Authority's By-Laws.
  - b. Upon Committee approval, recommended action(s) are submitted to the Board for approval, if required.
  - c. When a regular, full-time, hourly employee is promoted to a new position, he/she will advance to a pay rate that is equal to or greater than the rate in the previous position.
7. Salary Advances  
Employee salary advances are not permitted.
8. Employee Garnishments
- a. The Authority complies with employee wage garnishment and levynotices.
  - b. The employee's employment position is not jeopardized as a result of a garnishment or levy.
- D. Employee Payroll**
1. The Authority requests all newly hired employees to enroll in direct deposit for payroll purposes. The Authority will provide, by email, an electronic copy of payroll and deductions to each employee for each payroll period.

## **SECTION 4 – BENEFITS**

### **A. Benefit Policies**

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

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

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

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

### **B. Medical**

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

An employee who opts NOT to participate in the Authority’s medical insurance plan before the beginning of the year will receive an additional cash stipend. The amount of the stipend will be established annually by the Governance Committee of the Authority Board, and is paid over the course of the year, as part of the employee taxable compensation.

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

A retiring employee may choose to continue medical coverage if they are employed by the Development Authority of the North Country, at the time of retirement and meet one of the following conditions: 1) employees who have retired prior to April 1, 2008, must have a minimum

of ten (10) years of service; 2) current active employees hired prior to April 1, 2008, must have a minimum of fifteen (15) years of service; 3) employees hired after April 1, 2008, must have a minimum of twenty (20) years of service. When the retiree reaches age 65, Medicare will provide primary coverage, except as otherwise required by law. The Authority may elect to provide an alternative supplemental insurance plan.

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

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

If a retired employee does not satisfy the requirements, medical coverage for both the retired employee and any dependents who had medical coverage will terminate at retirement. Both the retired employee and dependents will have the right to continue coverage for a period of time at their own expense under the "COBRA" rules.

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

### **C. Workers Compensation**

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

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

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

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

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

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

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

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

Alternative or limited duty may be provided by the Authority, as available and/or appropriate, to employees able to return to work on such a basis.

#### **D. Retirement Plan (New York State Pension)**

The Authority participates in the New York State Employees' Retirement System. In addition, the Authority has elected to provide additional credit toward retirement through an Allowance for Unused Sick Leave [RSSL Sec. 41(j)].

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

#### **E. New York State Deferred Compensation Plan (Optional)**

The Authority participates in this optional plan. The New York State Deferred Compensation Plan provides employees with additional retirement savings and investment opportunities. Contributions to the Deferred Compensation Plan are on a pre-tax basis, and the earnings in employee accounts are tax deferred.

#### **F. Section 125 Flexible Benefits Plan (Optional)**

The Authority participates in this optional plan which allows each employee to establish a pre-tax account to fund: (1) existing medical insurance employee contributions, and a (2) Flexible Spending Account (FSA) to pay qualifying health care and dependent care expenses. Information on the Section 125 Plan is distributed to each employee.

#### **G. Other Benefits**

The Authority may from time to time provide for additional benefits, fully paid for by an employee

and at no cost to the Authority (e.g., supplemental insurance, dental coverage, vision coverage, etc.).

## **H. Sick Leave**

Sick leave is provided for the benefit of Authority employees. Leave time to care for dependents or family members may be from accrued sick time, personal time and vacation time, or Family and Medical Leave Act time as provided for in Section I, subject to the approval of the Executive Director.

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

- a. Sick accrual is based upon hire date; accrual begins on the hire date.
- b. Maximum accrual cannot exceed 200 days or 1600 hours.
- c. The Executive Director is authorized to modify the applicable accruals and accrual rate for the purposes of recruitment and retention of personnel, or other extenuating circumstances.

Employees must notify their manager of an absence due to sickness within two (2) hours of the start of that workday. Failure to properly notify the Authority will result in absence without leave, and may result in pay being reduced accordingly.

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

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

Short-Term Disability benefits provide partial insurance protection to an employee in the event of a non-job related injury or illness that prevents the employee from working. The absence from work must be for more than 8 working days to be eligible for coverage. The Short-Term Disability benefit is a maximum of 60% of base weekly income for up to 26-weeks. The Authority provides this Short-Term Disability benefit to employees (at no cost to the employee) who work a minimum of 20-hours per week. If an employee becomes disabled, the employee will receive full pay through available accrued sick leave for the first 8 days of disability. In addition, after the first 8 days, employees will receive full pay to the extent that the employee's accrued sick leave covers the uninsured portion of the employee's weekly pay.

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

## **I. Family and Medical Leave Act (FMLA)**

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

For an employee to be eligible for FMLA leave, they must have been employed by the Authority for

at least 12 months, and have worked at least 1,250 hours within that 12-month period.

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

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

Military Caregiver Leave – An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness may take up to a total of 26 weeks of unpaid leave during a single 12-month period to care for the covered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

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

#### Broader Definition of Spouse

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

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

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

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

leave will remain in effect, although the employee is responsible for making their required premium contributions.

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

#### **J. Holidays**

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

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

#### **K. Personal Days**

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

#### **L. Vacations**

1. The Authority provides annual paid vacation to eligible employees for the purpose of rest, recreation, and change in environment. Vacations are administered and scheduled on a fiscal year basis to meet the requirements of the Authority and, whenever possible, the convenience of the employee.
2. Vacations are scheduled with consideration of other employees' requests. If a conflict in scheduling occurs, the employee with the longest continuous service with the Authority has first choice.
3. Vacation accrual is based upon hire date and length of service; accrual begins on the hire date.
4. Eligible employees accrue vacation at the following rates:
  - a. **Hire date through completion of 5 years of service** - accrual rate ~~4.62~~ 3.08 hours per pay period, equivalent to ~~3~~ 2 workweeks per year.
  - b. **5 years through completion of 10 15 years of service** - accrual rate ~~5.38~~ 4.62 hours per pay period, equivalent to ~~3.5~~ 3 workweeks per year.
  - c. **10 15 years through completion of 15 25 years of service** - accrual rate 6.15 hours per pay period, equivalent to 4 workweeks per year.
  - d. **15 25 years through completion of 20 years of service or more of service** - accrual rate ~~6.92~~ 7.69 hours per pay period, equivalent to ~~4.5~~ 5 workweeks per year.
  - ~~d.e.~~ **20 or more years of service** - accrual rate 7.69 hours per pay period, equivalent to 5 workweeks per year.
  - e.f. The Executive Director is authorized to modify the applicable accruals and accrual

rates for the purposes of recruitment and retention of personnel, or other extenuating circumstances.

5. Employees may accumulate unused vacation up to a maximum of one and one half times (1 and 1/2) the annual entitlement at year-end as long as all other provisions of the vacation policy are met.
6. Employees are not permitted to take paid vacation in excess of hours accrued.
7. Eligible employees will be paid at the then effective rate for any unused accrued vacation (up to 1½ times the annual entitlement) upon resignation, retirement, death, or other termination of employment.
8. Accrued vacation paid upon termination may not be used to extend length of service beyond the last day worked.

**M. Excused Leave for Cancer Screenings**

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

**N. Bereavement, Jury Duty, and Military Leave**

Bereavement:

If a death occurs in an employee's or their spouse's immediate family, defined as mother, father, legal guardian, brother, sister, grandparent, spouse, or child, the employee may be granted bereavement leave with pay for up to five (5) days. Up to three (3) days of paid bereavement leave, may be granted for the death of other relatives. The same bereavement benefits outlined above are provided in a comparable basis for employees in a committed domestic partner relationship or same-sex domestic partner relationships.

Jury Duty:

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

Military:

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

**O. Personal Leave of Absence**

1. A personal leave of absence without pay from active employment at the Authority may be granted, in the sole determination of the Executive Director, to regular employees who have completed their orientation period. Prior written approval must be obtained from the Executive Director, except in emergencies. Employees will submit a written request for a personal leave of absence to their immediate supervisor at least two (2) weeks in advance. All paid time off must be used before any time will be granted unpaid.
2. If a leave of absence extends for a period of less than eight (8) weeks, the employee will be

returned to the same job at the same rate of pay. If the leave extends for more than eight (8) weeks, the employee will generally be eligible for the first suitable opening for which the employee is qualified.

3. The leave of absence will be an unpaid leave, except to the extent of any disability benefits to which the employee may be entitled to during the leave. During the leave period, the employee does not continue to accrue vacation and sick leave benefits, and retirement plan payments will not be made. The Authority will continue to make contributions on behalf of the employee for health and disability insurance that were made prior to the leave through 60 days of inactive status. The employee is responsible for paying the employee portion of the premium. After 60 days of inactive status, the inactive employee and their covered dependents may elect to continue their health, dental and vision coverage under COBRA.
4. Continuation of Benefits: Provided the employee is not on FMLA leave (Family Medical Leave Act), the portion of health, dental and vision (if applicable) premium paid by the Authority shall cease for any employee absent from active work for a period of 60 days or more. If the employee does not return to work, they will be responsible for the Employer portion of the health premiums paid on their behalf during the unpaid portion of their leave, in addition to premiums for employee voluntary benefits, if applicable.

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

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

## SECTION 5 - TRAINING AND DEVELOPMENT

### A. Training and Development Policies

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

### B. Tuition Reimbursement

#### 1. Training and Development

- a. The Authority will sponsor employees in external programs, non-college programs, workshops and seminars when the training provides a direct benefit to their job function and is required by the Authority.
- b. All fees will be 100% paid for by the Authority, including related travel, consistent with Authority Travel and Miscellaneous Expense Policy.
- c. Specific approval of the Executive Director is required prior to enrollment.

#### 2. Continuing Education

- a. The Authority will reimburse eligible employees for the cost of tuition and books only for college credits, non-credits, and credential related individual courses or courses that have been approved by the Executive Director.
- b. The course or program must be work related or be a required part of degree requirements, and must be offered by an accredited institution of learning.
- c. The employee must pay for tuition and books and submit a request for reimbursement at the end of each term.
- d. The employee will be reimbursed as follows:
  1. 100% of tuition and books only for achieving an A-, A or A+
  2. 90% of tuition and books for achieving a B-, B or B+
  3. 80% of tuition and books for achieving a C-, C or C+
  4. passing grade of "C" or higher. No reimbursement will occur if the grade is "D" or lower.
- e. The reimbursement of tuition only shall not exceed the established rates for the graduate and undergraduate levels of the State University of New York tuition schedule.
- f. In special situations, at the discretion of the Executive Director, the Authority may pay for tuition, in advance, if the course is directly related to job performance and productivity.
- g. Any employee receiving continuing education reimbursement shall enter into an

agreement for a mandatory continued employment or payback schedule established as per the policy Continuing Education Assistance Program.

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

## SECTION 6 - EMPLOYEE TRAVEL AND MISCELLANEOUS EXPENSES

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

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Revision Date: March 13, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revision Date: [October 27, 2022; Resolution No. 2022-10-XX](#)

## PERSONNEL POLICY ACKNOWLEDGEMENT FORM

This manual (Personnel Policy), dated ~~October 27, 2022~~ March 24, 2022, is not a contract guaranteeing employment, and nothing in it, or any other policy or communication, changes the fact that employment with the Authority is at-will. At-will employment means you can leave the Development Authority at any time, and the Authority can terminate your employment at any time, for any reason.

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

**The undersigned acknowledges the above statement:**

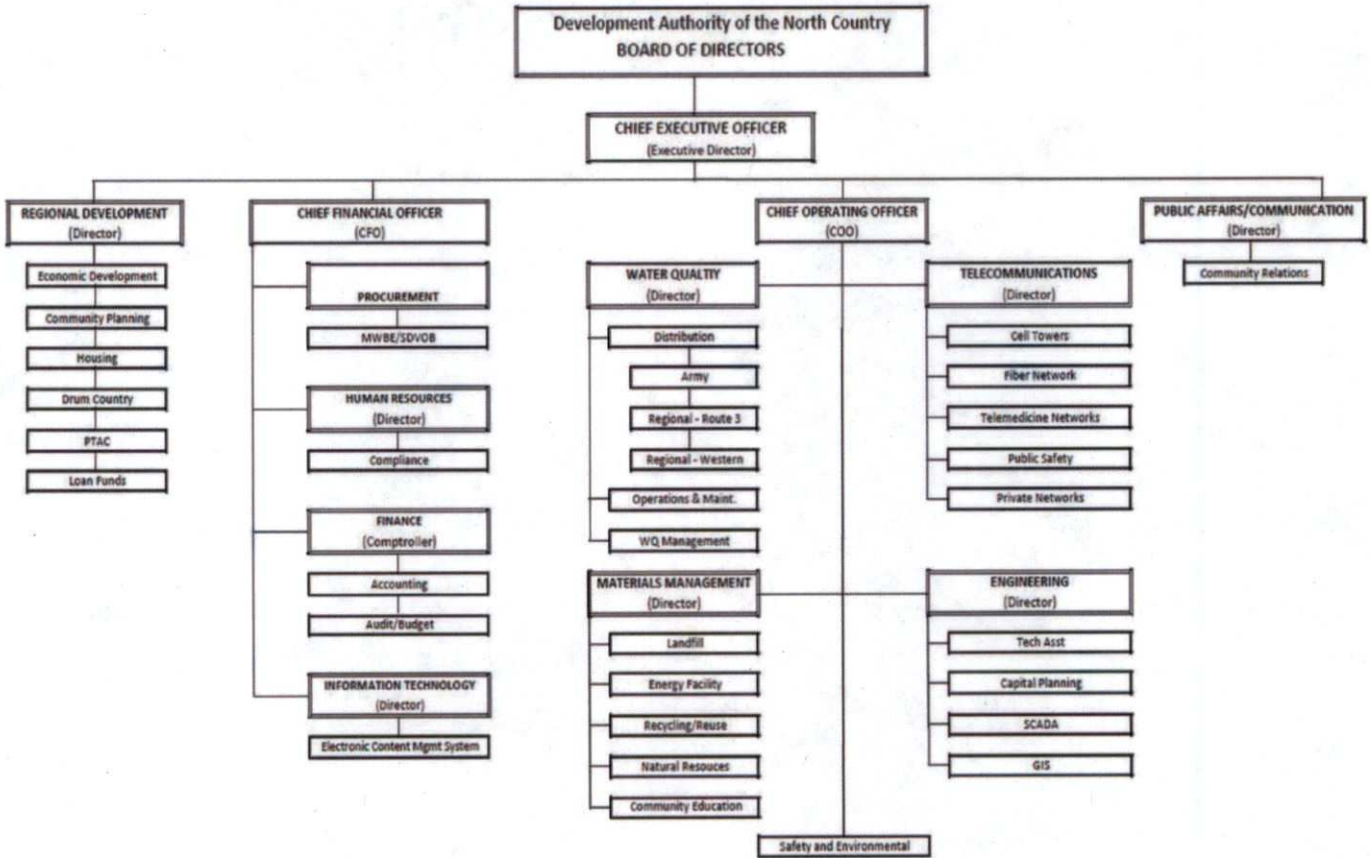
\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Name

\_\_\_\_\_  
Date

# APPENDIX A – ORGANIZATION CHART





**Board Resolution No. 2022-10-77**  
**October 27, 2022**

**FYE 2023 WATER QUALITY BUDGET  
AMENDMENT  
AUTHORIZING ASSISTANT DIRECTOR POSITION**

Whereas, the Development Authority of the North Country adopted an Operating Budget for the Water Quality division for FYE 2023 pursuant to **Resolution No. 2022-02-13**, and

Whereas, the Development Authority of the North Country's licensed professional staff provide contract operation and maintenance services to various towns and villages in Jefferson, Lewis and St. Lawrence counties, helping those communities meet the needs of their residents as well as regulatory requirements, in a cost-effective manner, and

Whereas, adequate staffing levels of supervisors and licensed water and wastewater operators are essential for the Authority to continue to deliver critical public services to Fort Drum and its other customers, and

Whereas, year to date, the Authority has entered into two new contracts totaling approximately \$51,000 annually and has received three additional requests to provide water and wastewater services which if awarded would result in additional revenue of in excess of \$100,000 annually, and

Whereas, current and anticipated growth within the Water Quality Division has resulted in the need to add an Assistant Director of Water Quality to support the management of the division. Further, the Strategic Planning Session held on September 22, 2022 outlined the need to develop succession planning to include the creation of an Assistant Director of Water Quality with the proposed organizational chart attached as Appendix B, and

Whereas, the estimated fully burdened cost of such position is approximately \$148,000 annually, with projected prorated expenditures for FYE 2023 to be \$36,893, and

Whereas, the additional revenue generated from new FYE 2023 Water Quality Contracts and requests for additional billable services under existing contracts offsets the cost of adding the new position of Assistant Director of Water Quality and provides for additional capacity to manage existing and support future contracts.

Now, upon the recommendation of the Governance Committee, therefore be it

**RESOLVED**, that the Development Authority of the North Country hereby amends the FYE 2023 Water Quality Contracts Budget as reflected in the attached Appendix A which reflects an increase in customer revenue for additional contracts authorized and additional expenses for the addition of an Assistant Director of Water Quality.

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

Doheny - **Yes**  
Hefferon - **Yes**  
Hall - **Yes**

Henry - **Present**  
Hollenbeck - **Absent**  
Hunt - **Present**

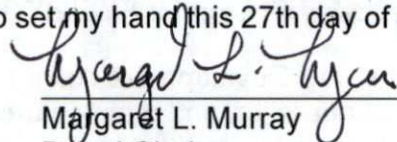
MacKinnon - **Yes**  
McGrath\* - **Present**  
Mastascusa - **Yes**

Murray - **Yes**  
Virkler - **Yes**  
Bibbins - **Yes**

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-77 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

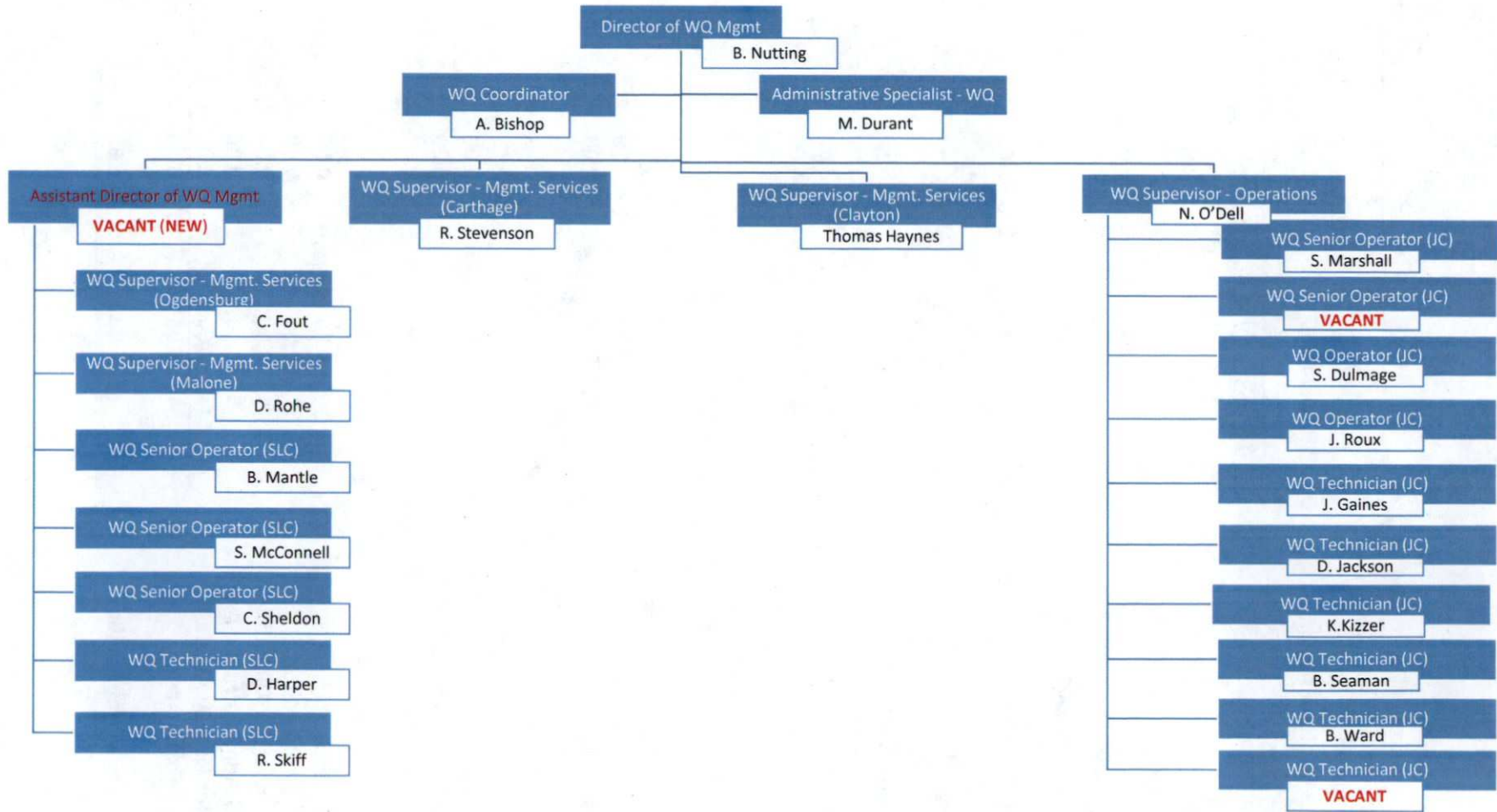
  
Margaret L. Murray  
Board Chairperson

**Appendix A**  
**Water Quality Contracts**  
**Change In Net Position**

GL	Account Description	Annual Budget	Proposed Change	Proposed Budget
<b>Customer Billings</b>				
4001	Customer Billings	1,585,342.00	37,000.00	1,622,342.00
	<b>Total Customer Billings</b>	<b>1,585,342.00</b>	<b>37,000.00</b>	<b>1,622,342.00</b>
<b>Total Income</b>		<b>1,585,342.00</b>	<b>37,000.00</b>	<b>1,622,342.00</b>
<b>Salaries</b>				
	Engineering Wages	31,689.00	0.00	31,689.00
	MMF Wages	0.00	0.00	0.00
	WQ Wages	798,477.00	25,350.88	823,827.88
5002	- Overtime Wages	32,280.00	0.00	32,280.00
5005	On-Call Stipend	7,800.00	0.00	7,800.00
	<b>Total Salaries</b>	<b>870,246.00</b>	<b>25,350.88</b>	<b>895,596.88</b>
<b>Fringe Benefits</b>				
5031	- FICA Expense	55,354.00	1,607.00	56,961.00
5032	- Pension Expense	87,035.00	2,078.75	89,113.75
5038	- VDC Expense	507.00	0.00	507.00
5033	+ Health Insurance	146,667.00	4,343.50	151,010.50
5034	+ Workers Comp	61,169.00	2,094.00	63,263.00
5035	- Disability Insurance	2,760.00	57.00	2,817.00
5042	- Post Retire Overhead	72,033.00	1,362.00	73,395.00
	<b>Total Fringe Benefits</b>	<b>425,525.00</b>	<b>11,542.25</b>	<b>437,067.25</b>
<b>Operations &amp; Maintenance</b>				
8090	Purchases for Resale	50,000.00	0.00	50,000.00
	<b>Total O &amp; M</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>
<b>Office &amp; Administrative</b>				
5202	Employee Mileage Reimbursemen	1,500.00	0.00	1,500.00
5270	Travel & Meeting Expense	0.00	0.00	0.00
	<b>Total Office &amp; Admin</b>	<b>1,500.00</b>	<b>0.00</b>	<b>1,500.00</b>
6114	Insurance	35,400.00	0.00	35,400.00
6190	+ Admin Allocation	37,200.00	0.00	37,200.00
6191	+ Engineering Allocation	11,684.00	0.00	11,684.00
6208	NYS Administrative Assessment	8,246.00	0.00	8,246.00
8901	+ Water Quality Allocation	144,754.00	0.00	144,754.00
	<b>Total Expenses</b>	<b>1,584,555.00</b>	<b>36,893.13</b>	<b>1,621,448.13</b>
<b>Change in Net Position</b>		<b>787.00</b>	<b>106.88</b>	<b>893.88</b>

Appendix B

# Water Quality Division Proposed Organizational Chart





**Board Resolution No. 2022-10-78**  
**October 27, 2022**

**TELECOMMUTING POLICY**  
**APPROVING MODIFICATIONS**

Whereas, the Development Authority of the North Country operates according to Board policies that are adopted and/or amended by the Board of Directors, as appropriate, and

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

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

Section 2.0	Applicability – first paragraph modified
Section 3.0	Definitions – first paragraph modified
Section 4.1	Guidelines for Approval of A Telecommuting Arrangement – first paragraph modified
Section 4.2	How To Request A Telecommuting Arrangement – first paragraph modified
Section 4.3	Management and Continued Approval of Telecommuting Arrangement – third and fourth paragraphs modified
Section 4.4	Work Hours / Workspace – second paragraph modified
Section 4.6	Safety – third paragraph modified
Agreement	Telecommuting Agreement Form – sections 7 and 18 modified

Now, therefore be it

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

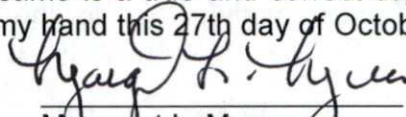
Motion by: A. MacKinnon  
Seconded by: D. Mastascusa

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

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-78 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

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

# Development Authority of the North Country Internal Policy

**Subject:** Telecommuting Policy

**Adopted:**

**Resolution:** 2022-10-XX



---

## TELECOMMUTING POLICY

### SECTION 1.0 PURPOSE

This policy establishes guidelines for telecommuting arrangements for employees of the Development Authority of the North Country (hereinafter, "the Authority"). As detailed below, telecommuting arrangements are not a right or entitlement of employment; they are discretionary and subject to operational needs. Telecommuting arrangements can be rescinded at any time with appropriate notice. There is no appeals process when a telecommuting arrangement has been denied or rescinded.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Authority considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs, but not for others. Telecommuting is not an entitlement, it is not an Authority-wide benefit, and it in no way changes the terms and conditions of employment between the employee and the Authority. [Note: Telecommuting approved on a one-off or otherwise irregular basis is not a telecommuting arrangement as defined under this policy.]

Telecommuting arrangements require the initial and ongoing approval of the employee's Division Director, Human Resources, and the Executive Director.

### SECTION 2.0 APPLICABILITY

This policy applies to staff in good standing and whose job duties and responsibilities are suitable for telecommuting arrangements (hereinafter, "Covered Positions" are referred to as Telecommuters). Covered Positions shall be designated by the Executive Director in consultation with the COO, CFO, Division Directors and Human Resources. Human Resources will maintain a list of Covered Positions that will be updated on an ongoing basis.

This policy does not apply to requests for, or management of, workplace accommodation(s) under the Americans with Disabilities Act (ADA) or under any other

applicable federal, state, or local law or regulation. Employees seeking such workplace accommodation(s) should contact the Authority's Human Resources Office.

## **SECTION 3.0 DEFINITIONS**

Telecommuting arrangement means working from home or from a remote location one or more days per week on a regular basis within the **mutual agreed upon** geographic area of the Authority's business responsibilities and duties within the state of New York.

While on a Telecommuting arrangement, covered employees are expected to work the same general business hours of the Authority that they were originally hired to work in their current position, and to perform their responsibilities as they otherwise would at an Authority worksite.

The Telecommuting Agreement details the terms and conditions of the covered employee's telecommuting arrangement.

## **SECTION 4.0 PROCEDURE**

### **4.1 GUIDELINES FOR APPROVAL OF A TELECOMMUTING ARRANGEMENT**

The success of a telecommuting arrangement can depend on several factors, such as current job performance and attendance, the ability to work independently, the nature of the work to be performed, consideration of the impact such arrangement will have on others, services available at the proposed telecommuting site, and strong communication skills. A telecommuting arrangement is not a right of employment. It is established at the discretion of the Executive Director with recommendation from the employee's Division Director, Executive Management and Human Resources, and may be subject to change at the sole discretion of Authority management.

Telecommuting is not operationally feasible for all job functions. The Authority will determine which job functions and employees are eligible to participate in this telecommuting arrangement.

When requesting a telecommuting arrangement, a covered employee should consider their own needs together with those of the Authority and their family. Any employee who requests a telecommuting arrangement should ensure that their work can be performed in a manner consistent with standards that would be true if they were reporting to an assigned work location (e.g.: State Office Building). When considering a covered employee's request for a telecommuting arrangement, Division Directors should assess the impact of such an arrangement on the division and, in making such a determination, consider the following as applicable:

1. Does the covered employee meet the minimum requirements?

- The covered employee is in good standing in their current position
2. Will the covered employee be able to meet the minimum requirements of their position?
- The nature of the employee's position is such that they can perform their normal duties from an alternate location (e.g., outside of their normally assigned office).
  - Productivity and progress metrics are still measurable under the proposed arrangement.
  - Quality of service to internal and external clients can be sustained.
  - Any required face-to-face contact can be maintained.
3. Questions about the covered employee and their ability to perform the job under a telecommuting arrangement:
- Is the covered employee highly independent and disciplined, requiring minimum supervision?
  - Are there issues that may affect operations in the workplace or ability to do the work off-site, such as access to necessary information or support for work tasks?
  - Is the covered employee's proposed alternative work location in a physical workspace conducive for adequate privacy, security and business suitable for maximum productivity?
  - Will the covered employee have the technology, equipment and secure system access to perform all responsibilities and to maintain the effectiveness of communications?
  - Will there be the ability to maintain a two-way flow of communication between Division Director, direct manager/supervisor and covered employee, and covered employee and their colleagues?
  - How will the performance of the covered employee on a telecommuting arrangement be measured?
  - Will the Division Director be able to assess the covered employee's productivity and the quality of their work results?
  - Will the covered employee's job satisfaction and morale be sustained or improved?

4. Questions about scheduling, as applicable:
- Will there be adequate team coverage in the workplace, especially during peak service or demand times?
  - Has the Division Director taken into account intermittent job demands that may make it necessary for specific workers to be in the workplace at certain times, for certain tasks, meetings, events, or projects?

#### **4.2 HOW TO REQUEST A TELECOMMUTING ARRANGEMENT**

To make a request for a telecommuting arrangement, the employee shall make the request via email to their supervisor/manager and Division Director. The Division Director will consult with Human Resources to confirm that the position is a covered position (i.e., eligible for Telecommuting). The Division Director will make a recommendation to the Executive Director, in accordance with the guidelines set forth herein, and respond to the employee accordingly. Upon written approval of such request to the Division Director and HR, HR will initiate a Telecommuting Agreement in Onbase for the employee to complete. The Division Director will communicate such approval with the supervisor/manager and other appropriate colleagues.

#### **4.3 MANAGEMENT AND CONTINUED APPROVAL OF TELECOMMUTING ARRANGEMENT**

If a telecommuting arrangement is approved, it is subject to an initial trial period during the first two months and will be evaluated annually thereafter (or sooner as necessary and appropriate). Circumstances may change causing the telecommuting arrangement to change or be discontinued. It shall be the responsibility of the covered employee's Division Director to consider, assess, and evaluate the implications of the request for and management of a telecommuting arrangement. Nothing in this policy is intended to alter a covered employee's responsibilities, which are determined by the covered employee's Division Director.

While on a telecommuting arrangement, covered employees must continue to comply with all applicable state and federal employment laws, Authority policies and procedures and rules of conduct. They are expected to perform their responsibilities as they otherwise would under a standard working arrangement while on Authority owned worksites. There may be times where a covered employee will be required to work in the office or attend meetings at the business site.

The Authority will monitor and audit compliance with the terms of the telecommuting arrangement. The covered employee's Division Director is

**responsible** to manage the performance of a covered employee on the telecommuting arrangement. The first two months of the telecommuting arrangement are a trial period. At that point (or sooner if deemed necessary) the Division Director will conduct an evaluation of the telecommuting arrangement and meet with the covered employee to discuss the status of the arrangement:

- Are expectations clearly understood?
- Have turnaround times for tasks been adversely impacted?
- Is productivity being maintained?
- Are the division's needs still being met?
- Are there benefits that can be identified?
- Are there adjustments to the arrangement that might be desired by either party?

The covered employee's Division Director will decide whether to continue the telecommuting arrangement. Continued approval of the telecommuting arrangement will be granted on a case-by-case basis, taking into account the considerations of the current business needs of the Authority and the covered employee. If the telecommuting arrangement is continued, it will be evaluated at least annually thereafter. If the telecommuting arrangement is discontinued, the covered employee's Division Director will provide the employee with notice of discontinuation at least 14 days in advance , except for non-compliance by the employee in which case the telecommuting arrangement may be terminated immediately.

Consistent with the expectations that would exist onsite, employees who telecommute should avoid conflicting commitments that would distract from their work such as engaging in non-work related activity, including but not limited to child and dependent care, during telecommuting hours (e.g.: during normal business hours). Telecommuting arrangements are not to be used for purposes of taking leave or time off from work. Requests for leave or time off (e.g., to bond with a newborn child or care for a family member with an illness or injury) should be made under the appropriate policy.

#### **4.4 WORK HOURS / WORKSPACE**

Telecommuters will work during their approved normal workday (including overtime when appropriate and authorized in advance by their manager). Telecommuters must request time off in accordance with Authority policies. Failure to comply with these requirements may result in the immediate termination of the telecommuting agreement. Additionally, when Telecommuters are required to report to their official work site there will be no reimbursement for travel, nor will the Telecommuter be paid for their travel time.

The employee shall designate a workspace within their remote work location while teleworking. The Telecommuter shall maintain this work station and surrounding area in a safe condition, free from hazards and other dangers to the employee and equipment. The Authority must approve the site chosen as the employee's remote workspace at the commencement of the telecommuting arrangement. The Telecommuter is expected to complete the Telecommuting Agreement in OnBase by: (1) Designating the address of telework location, (2) Read the Agreement, (3) Complete the safety checklist, (4) Describe designated work area and (5) attach three photos of the work station and surrounding area. Once the above sections are completed, the employee shall electronically sign their name and date the Agreement for further approval processing by the Division Director, Chief Financial Officer/Chief Operating Officer and the Executive Director.

The Authority has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies.

#### **4.5 EQUIPMENT REQUIRED FOR TELECOMMUTING**

The Authority will not provide the covered employee with any computer equipment, telephone, or web access other than what the covered employee already has received or is eligible to receive for purposes of work.

The covered employee is responsible for ensuring that their telework location is equipped with the equipment they will need to fully carry out assigned duties. The Authority is not responsible for servicing and maintaining equipment that is not Authority property, and shall not be responsible for costs associated with normal wear, maintenance, upkeep, repair or replacement of personal equipment that supports the employee's ability to telecommute.

Office supplies will be provided by the Authority as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's division director.

The Authority's Virtual Private Network (VPN) is a user managed service therefore, users are responsible for paying their associated Internet Service Provider (ISP) fees.

Consistent with the Authority's IT Policy and General User Procedure, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include securing and locking electronic devices, the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

The Authority will provide certain tools and equipment for the employee to perform his/her current duties at a home work location. This does not include phone lines or internet service. When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment.

Whether personally owned or Authority provided, if equipment relied upon as a condition for telecommuting is not operational on a scheduled telecommute day, the employee will be required to either report to the office work location or make a request for time off under the Authority's normal leave policy.

#### **4.6 SAFETY**

During work hours and while performing work functions in the designated work area of the home, Telecommuters are covered by workers' compensation.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The Authority assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours or while performing non-work related functions.

The Authority will provide each telecommuter with a safety checklist that must be completed once per year. Accidents that occur at home while the employee is being paid to work and that are directly related to the performance of the employee's work duties must be reported. Telecommuting employees are responsible for notifying their Division Director and Human Resources of such injuries as soon as practicable as per the Authority's Health & Safety Manual.

The Authority is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

#### **4.7 CHILD AND/OR DEPENDENT CARE**

Teleworking is not a substitute for child and/or dependent care and it is the expectation of the Authority that Telecommuters will use appropriate child and/or dependent care during work hours.

Telecommuters will not be available during Authority's core business hours to provide child and/or dependent care.

Prospective Telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into an agreement.

#### **4.8 TAXES**

It will be the telecommuter's responsibility to determine any income tax implications of maintaining a home office area. The Authority will not provide tax guidance nor will the Authority assume any additional tax liabilities. Telecommuters are encouraged to consult with a qualified tax professional to discuss income tax implications.

#### **4.9 COMMUNICATION**

Telecommuters must be available by phone and email during business hours. Telecommuters will still be available for in person staff meetings, and other meetings deemed necessary by management.

## Telecommuting Agreement

Employee Name: _____	Job Title: _____			
Division: _____	FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Nonexempt			
Start Date: _____	End Date: _____			
<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday
Shift: _____				

This telecommuting agreement will begin and end on the following dates:

Address of Telework Location: \_\_\_\_\_

The employee agrees to the following conditions:

1. The employee understands that they must follow all the terms and conditions of their employment to include policy and procedures and the Code of Conduct while working from a remote location approved by the Authority.
2. The employee agrees and understands "regular work performed for the Authority" is defined as one or more full days per week on a regular basis within the geographic area of the Authority's business responsibilities and duties within the state of New York.
3. The employee will remain available and productive during their approved normal workday.
4. The employee will be available and ready (with no advance notice) to report to an Authority business location during working hours within 90-minutes of a request from management.
5. The employee must request time off in advance in accordance with Authority policies.
6. The employee will designate a workspace within the remote work location for teleworking in an area free from distractions.
7. Nonexempt (hourly) employees will **only work as scheduled and will** obtain manager approval prior to working unscheduled overtime hours.
8. The employee will communicate regularly with his/her manager and co-workers during normal Authority business hours, which may include a weekly written report of activities to his/her manager.
9. The employee will comply with all Authority's rules, policies, practices and instructions that would apply if the employee were working at an Authority's location.
10. The employee will maintain satisfactory performance standards.
11. The employee will make arrangements for regular child/dependent care and understands telecommuting is not a substitute for child/dependent care.

## Telecommuting Agreement

12. The employee will maintain a safe and secure work environment at all times at their preapproved telework location.
13. The employee will allow an Authority representative to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice by the Authority's representative.
14. The employee will report work-related injuries to his/her manager and to Human Resources as soon as practicable as per the Authority's Health and Safety Manual.
15. The employee will adhere to IT General User Procedures and the employee understands that all tools and resources provided by the Authority shall remain the property of the Authority at all times.
16. The employee agrees to protect Authority tools and resources from theft or damage and to report theft or damage to his or her manager immediately.
17. The employee will be expected to ensure the protection of proprietary Authority and customer information accessible from their home offices.
18. The employee understands that all terms and conditions of employment with the Authority remain unchanged, except those specifically addressed in this agreement **This agreement is not a contract of employment for a definite term or duration, and does not alter the employee's status as an employee-at-will.**
19. The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.
20. The employee agrees to return company equipment and documents by the end of the work day of an employee's resignation from employment.
21. The employee agrees to all the terms and conditions of the Authority's Telecommuting Policy.

### **Completion of Sections for the Safety Checklist (Completed by Employee)**

- General
- Fire Safety
- Electrical Safety
- Workstation Ergonomics

### **Completion Work Area (Completed by Employee)**

- Briefly define and describe the designated work area. **Attach three (3) Photos Showing Work Station and Surrounding Area Signed Approvals (Signatures are automatically applied when passing the form out of the workflow queue in OnBase.)**
  - Employee
  - Division Director
  - Chief Financial Officer / Chief Operating Officer
  - Executive Director
- 

Revision Date: October 27, 2022; Resolution Number 2022-10-XX



**Board Resolution No. 2022-10-79**  
**October 27, 2022**

**GREEN CLEANING PRODUCTS USE POLICY  
APPROVING MODIFICATIONS**

Whereas, the Development Authority of the North Country operates according to the Board policies that are adopted and/or amended by the Board of Directors, as appropriate, and

Whereas, pursuant to Resolution No. 2011-02-03, the Board approved the Authority's initial Green Cleaning Products Use Policy, and

Whereas, Executive Management has recommended modification to the Green Cleaning Products Use Policy with the changes reflected in the following sections:

<u>Section(s)</u>	<u>Change</u>
1.1	Updated reference to Board Resolution Number for Authority's Environmental Policy Statement
3.2	Updated hyperlink
3.2, 4.1, 4.2	Deleted references to Authority's Green Innovation Committee
4.2	Changed authority to approve policy exceptions from Green Innovation Committee to the Authority's Chief Operating Officer
6.0	Updated hyperlinks in reference section
7.0	Added Record of Revision to document

Now, therefore be it

**RESOLVED**, that the Development Authority of the North Country does hereby approve the Green Cleaning Products Use Policy, attached hereto and incorporated in this Resolution.

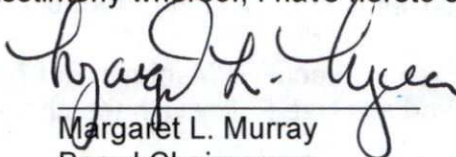
Motion by: D. Mastascusa  
Seconded by: A. MacKinnon

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

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-79 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.



Margaret L. Murray  
Board Chairperson

# Development Authority of the North Country Governance Policies

**Subject: Green Cleaning Products Use Policy**

**Adopted: October 27, 2022**

**Resolution: 2022-10-XX**



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## Green Cleaning Products Use Policy

### SECTION 1.0 INTRODUCTION

#### 1.1. BACKGROUND

The Development Authority of the North Country (Authority), by Board Resolution No. 2009-10-04, adopted an Authority Environmental Policy Statement. This Environmental Policy Statement commits the Authority, and its employees, to act as responsible stewards of the environment. It further requires the integration of environmental protection and enhancement into planning, design, procurement, construction and operations. The objective of this policy is to further strengthen the Authority's environmental stewardship by developing standard policies on the use of environmentally sound cleaning products.

### SECTION 2.0 PURPOSE

- 2.1 If properly used, approved green cleaning products will minimize the adverse impacts on human health, property and the environment.
- 2.2 New York State Office of General Services is promoting the implementation of green cleaning programs through its online program toolkit (1). The U.S. Environmental Protection Agency is also encouraging the use of green cleaning products through its final federal guidance on Environmentally Preferable Purchasing (2).
- 2.3 Several federal and state agencies have implemented green cleaning programs to reduce the potential impacts on public health and the environment including the NYS State Education Department, NYS Department of Labor, NYS Department of Health, NYS Department of Environmental Conservation, U.S. Department of Interior, and U.S. General Services Administration.

### SECTION 3.0 DEFINITIONS

#### 3.1 Cleaning Products

For purposes of this policy, *cleaning products* are defined as products such as general cleaners, floor finish, floor finish strippers, and hand soap. General cleaners include all purpose cleaners, restroom/toilet cleaner, glass cleaner, and carpet cleaners. *Green* products are defined as those that consider the content of heavy metals, ozone depleting chlorinated compounds, organic solvents, reactivity, corrosiveness, flammability, acute and chronic toxicity, substances that can bioaccumulate, volatile organic compounds, phosphorous and favor the use of reduction in packaging, biobased products, and biodegradability upon disposal.

#### 3.2 Green Products

The Authority shall only use cleaning products that are on the NYS OGS approved list of cleaning products (<https://online2.ogs.ny.gov/greencleaning/>).

## SECTION 4.0 POLICY STATEMENT

### 4.1 Green Cleaning Management

A. The Authority's green cleaning product policy includes the following elements to reduce environmental impacts including:

1. Education for employees to understanding the benefits of using green products.
2. Evaluation of effective options so products with the least risk to health and the environment can be selected.
3. Effective purchasing to ensure the use of green products.
4. Monitoring and inspection programs to ensure consistent adoption of this policy across all Authority facilities.

### 4.2 Exception

A. An exception to this policy may be exercised upon the recommendation of the Chief Operating Officer, following a determination that the use of preferred products is not appropriate or effective.

## SECTION 5.0 IMPLEMENTATION

- 5.1. This policy is a continuation of the Authority's overall commitment to environmental stewardship.
- 5.2. This policy is applicable to all divisions, facilities, management, and employees of the Authority.
- 5.3. To the extent the Authority has the opportunity and the choice, it shall be applicable to all contractors of the Authority while operating at the Authority facilities.
- 5.4. Copies of the policy will be posted to the public website and made accessible electronically through the Authority's network.

## SECTION 6.0 REFERENCES

- 1) <https://ogs.ny.gov/green-cleaning>
- 2) <http://www.epa.gov/epp/pubs/products/cleaning.htm#f>

## SECTION 7.0 Record of Revisions

Revision Number	Revision Date	Description of Changes
1	10/27/2022	Updated to reflect removal of Green Innovation Committee; updated approval process for exceptions to policy; updated reference to resolution number and updated hyperlinks.



**Board Resolution No. 2022-10-80**  
**October 27, 2022**

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**TECHNICAL SERVICES AGREEMENT  
VILLAGE OF TUPPER LAKE  
WATER SUPPLY AND TREATMENT UPGRADES**

Whereas, the Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village customers, and

Whereas, the Authority has been retained by the Village to assist with multiple water and wastewater system improvement projects since 2015, and

Whereas, the Village completed a water system improvement project in 2020 that included new groundwater wells and chlorine disinfection, a new booster pump station, a new water storage tank, and connections of dead-end mains, and

Whereas, the Village water system has experienced additional water quality concerns requiring the Village to pursue an alternative supply and treatment system. The Village approved a Bond Resolution on October 5, 2022 to proceed with an \$8.24 million project to rehabilitate the Tupper Lake Intake and Water Treatment Plant with microfiltration membrane technology, and

Whereas, given its longstanding role in assisting the Village with water infrastructure improvement projects, the Village has requested the Authority provide technical assistance for the new project, and

Whereas, the Village of Tupper Lake has requested technical services from the Authority for assistance in implementing the Water Supply and Treatment Upgrades Project to be funded by the Environmental Facilities Corporation Drinking Water State Revolving Fund, and

Whereas, the services requested will be provided for a not to exceed amount of \$15,000 for the design and bidding phase of the project.

Now, therefore be it

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

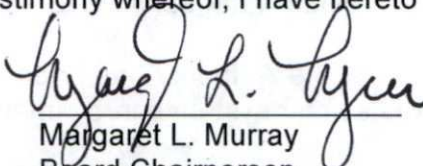
Motion by: M. Hall  
Seconded by: E. Virkler

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

\* - indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-80 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
WATER SUPPLY AND TREATMENT UPGRADE PROJECT**

**WITH THE**

**VILLAGE OF TUPPER LAKE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**VILLAGE OF TUPPER LAKE**, a municipal corporation of the State of New York having an office building and principal place of business located at 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986, 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**

- A. The Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village customers.
- B. The Authority has been retained by the Village to assist with multiple water and wastewater system improvement projects since 2015.
- C. The Village completed a water system improvement project in 2020 that included new groundwater wells and chlorine disinfection, a new booster pump station, a new water storage tank and connections of dead-end mains.
- D. The Village water system has experienced additional water quality concerns requiring the Village to pursue an alternative supply and treatment system. The Village approved a Bond Resolution on October 5, 2020 to proceed with an \$8.24 million project to rehabilitate the Tupper Lake Intake and Water Treatment Plant with microfiltration membrane technology.
- E. Given its longstanding role in assisting the Village with water infrastructure improvement projects, the Village has requested the Authority provide technical assistance to assist in implementation of the new project.
- F. At its Board meeting held on \_\_\_\_\_, 2022, the Board selected the Authority to assist the Village with the task(s) as indicated below. **A copy of this Resolution has been attached as Exhibit A.**
- G. This Agreement is authorized under Section 2704(17) of the Public Authorities Law.

## Agreement

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

1. The scope of services that may likely be performed by the Authority consist of the following:
  - A. **Design and Bidding Phase Services:** The Authority will serve as the Village's professional consultant to review engineering documents and ensure that proposed design meets the operational needs of the facility and municipality, and is in accordance with the requirements of the funding agencies.
  - B. **Funding Administration:** The Authority will provide funding administration services to include the compilation of required documentation for funding agencies, submittal of disbursement requests, maintaining project budgets, compiling and submitting M/WBE reports, and other funding agency submittals as required to ensure that the Village receives reimbursement in accordance with terms of their grant agreements. The Authority will also assist the Village in the coordination of professional attorney and fiscal services required for short-term project financing.

Note: The scope of services may be adjusted by amendment as the work progresses, by mutual consent of the parties.

2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1 below. The Authority issues a new rate table annually on April 1. However, the total cost of services shall not exceed \$15,000.

This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. The not-to-exceed fee is based on the current project schedule estimating bidding to be completed in January 2024. Construction phase services requested by the Village can be provided by amendment. 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

<b>Employee</b>	<b>Standard</b>	<b>Overtime</b>
Director of Engineering	\$132	NA
Director of Water Quality	\$105	NA
Project Engineer	\$85	NA
Controls Engineer	\$90	NA
GIS Supervisor	\$85	NA
GIS Analyst	\$60	NA
Water Quality Supervisor II	\$90	NA

Water Quality Supervisor Operations	\$85	NA
Water Quality Supervisor Management Services	\$80	NA
Water Quality Technician	\$55	\$69
Water Quality Operator	\$61	\$78
Water Quality Senior Operator	\$67	\$86
Water Quality Administrative Associate	\$62	\$80

2. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project and shall assign a person as point of contact with the Authority.
3. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
4. The Village shall carry general liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Authority as additional insured on the liability policy.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
13. 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 TUPPER LAKE**

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

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

Carl E. Farone, Jr.  
Executive Director

Paul A. Maroun  
Mayor



**Board Resolution No. 2022-10-81**  
**October 27, 2022**

**TECHNICAL SERVICES AGREEMENT  
VILLAGE OF TUPPER LAKE  
SEWER SYSTEM CAPITAL IMPROVEMENT PROJECT  
AMENDMENT 3**

Whereas, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated January 23, 2018 for an amount not to exceed \$25,000 and a projected project completion of spring 2020, to perform services related to a Sewer System Capital Improvement Project, and

Whereas, Amendment No. 1 was executed on November 12, 2020 which extended the projected project completion to December 2021 and increased the not to exceed costs by \$20,000 to a total of \$45,000, and

Whereas, Amendment No. 2 was executed on August 31, 2021 which extended the projected project completion to May 2022 and increased the not to exceed costs by \$5,000 to a total of \$50,000, and

Whereas, this Amendment will extend the anticipated project completion date to December 31, 2023 due to the Village's request for additional State funding to install more process equipment, which will result in an additional \$13,000 in Authority fees bringing the not to exceed services to a total of \$63,000.

Whereas, the Village of Tupper Lake has requested technical services from the Authority to manage funding and construction engineering of the additional improvements to the Village sewer collection system financed by the Environmental Facilities Corporation Clean Water State Revolving Fund, and

Whereas, the services requested will be provided for a not to exceed amount of \$13,000 for extension of the construction phase of the current project.

Now, therefore be it

**RESOLVED**, that the Technical Services Agreement, by and between the Authority and the Village of Tupper Lake, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement Amendment 3.

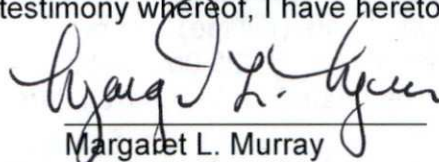
Motion by: M. Hall  
Seconded by: A. MacKinnon

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

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-81 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.



Margaret L. Murray  
Board Chairperson

**AMENDMENT 3**

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
TECHNICAL SERVICES AGREEMENT FOR  
SEWER SYSTEM CAPITAL IMPROVEMENT PROJECT**

**WITH THE**

**VILLAGE OF TUPPER LAKE**

Whereas, the Development Authority of the North Country (Authority) and the Village of Tupper Lake (Village) entered into an Agreement dated January 23, 2018 for an amount not to exceed \$25,000 and a projected project completion of spring 2020, to perform services related to a Sewer System Capital Improvement Project, and

Whereas, Amendment No. 1 was executed on November 12, 2020 which extended the projected project completion to December 2021 and increased the not to exceed costs by \$20,000 to a total of \$45,000, and

Whereas, Amendment No. 2 was executed on August 31, 2021 which extended the projected project completion to May 2022 and increased the not to exceed costs by \$5,000 to a total of \$50,000, and

Whereas, this Amendment will extend the anticipated project completion date to December 31, 2023 due to the Village's request for additional State funding to install more process equipment, which will result in an additional \$13,000 in Authority fees bringing the not to exceed services to a total of \$63,000.

Now therefore, the Authority and the Village agree to amend the amount of the agreement to \$63,000.

The return of one signed copy of this 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.

**DEVELOPMENT AUTHORITY  
OF THE NORTH COUNTRY**

**VILLAGE OF TUPPER LAKE**

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

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

Carl E. Farone, Jr.  
Executive Director

Paul Maroun  
Mayor



**Board Resolution No. 2022-10-82**  
**October 27, 2022**

**FYE 2023 MATERIALS MANAGEMENT OPERATING BUDGET  
AMENDMENT**

Whereas, the Development Authority of the North Country adopted an Operating Budget for Materials Management for FY 2023 pursuant to **Resolution No. 2022-02-10**, and

Whereas, the budget authorized depreciation expense of \$3,875,800 for the assets held by Materials Management for FY2023, and

Whereas, depreciation expense was budgeted for new landfill cells 12 and 13 over the life of the landfill, which is 50 years, and

Whereas, after the budget was approved it was determined that the Authority can only depreciate the new cells over the cells useful life, which is estimated to be 5 years, and

Whereas, this has resulted in depreciation expense increasing by \$110,700 a month, or \$1,328,400 for FY 2023, and

Now, therefore be it

**RESOLVED**, the Development Authority of the North Country does hereby authorize the Executive Director or Chief Financial Officer to increase the budget for Depreciation Expense (GL 7032) from \$3,875,800 to \$5,204,200 for the increase in depreciation expense for cells 12 and 13.

Motion by: E. Virkler

Seconded by: K. Bibbins

Doheny - **Yes**

Henry - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Hefferon - **Yes**

Hollenbeck - **Absent**

McGrath\* - **Present**

Virkler - **Yes**

Hall - **Yes**

Hunt - **Present**

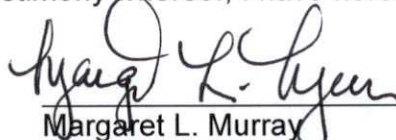
Mastascusa - **Yes**

Bibbins - **Yes**

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-82 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson



**Board Resolution No. 2022-10-83**  
**October 27, 2022**

**AFFORDABLE RENTAL HOUSING PROGRAM  
LENDING GUIDELINES  
SET-ASIDE**

Whereas, **Resolution No. 88-11-03** established the Affordable Rental Housing Program and adopted the lending guidelines, and

Whereas, the fund was capitalized with \$12 million from New York State to finance affordable housing projects in Jefferson, Lewis and St. Lawrence Counties, and

Whereas, the Development Authority desires to modify and update the lending guidelines and application, and

Whereas, grants are an allowed use of funds through the Affordable Rental Housing Program, and

Whereas, the Development Authority agrees to set-aside \$500,000 from the Affordable Rental Housing Program for eligible grants as defined in the revised lending guidelines, and

Whereas, the Project Development Committee met on October 18, 2022 and reviewed the updated lending guidelines and application.

Now, upon the recommendation of the Project Development Committee, therefore be it

**RESOLVED, Development Authority of the North Country does hereby adopt the updated lending guidelines for the Affordable Rental Housing Program as outlined in the attached, and be it further**

**RESOLVED, the Development Authority of the North Country does hereby set-aside \$500,000 in the Affordable Rental Housing Program for eligible grants as defined in the revised lending guidelines.**

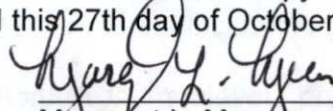
Motion by: T. Hefferon  
Seconded by: M. Doheny

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

\* - indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-83 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

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

## AFFORDABLE RENTAL HOUSING PROGRAM

### Lending Guidelines

- Background: The Affordable Rental Housing Program (ARHP) was created by the Development Authority of the North Country with funding from New York State to be used at its discretion 'solely to make grants, loans or payments or any combination thereof for projects having the characteristics of an affordable housing project or a cooperative, condominium, homesteading or rental project or a combination thereof as described in article 18 or 19 of the private housing finance law.'<sup>1</sup>
- Purpose: For the development of and improvements to the affordable housing stock in Jefferson, Lewis and St. Lawrence Counties.
- Areas of Eligibility: Jefferson, Lewis and St. Lawrence Counties
- Eligible Applicants: Private for-profit entities, not-for-profit entities, housing development fund companies
- Eligible Projects:
- Apartments and Single Family Rental Homes.
  - Housing must be permanent in nature; no seasonal or transient housing will be assisted. Supportive housing will be considered.
  - Rehabilitation of existing residential space is preferred. New construction or conversion of vacant or nonresidential property to residential use is eligible and will be considered based on its overall impact to the community.
  - Mixed use projects where funds are used to assist in the development of affordable rental units.
  - Funds may be used for Authority purposes for acquisition of bank-foreclosed residential properties (single family and multi-family) for redevelopment.

Affordable Rental Housing Program  
Lending Guidelines

Requirements: Persons of low income for any such project shall mean those persons and families whose incomes do not exceed (i) the greater of one hundred percent of the median income for the metropolitan statistical area in which a project is located or one hundred percent of the median income for the state, or, (ii) if a project is located outside such an area, the greater of one hundred percent of the median income for the county or one hundred percent of the median income for the state. Any homesteading, cooperative, condominium or rental project as described in article eighteen of the private housing finance law which receives payments, grant or loans shall be subject to regulatory provisions for a period of fifteen years following completion of rehabilitation work, construction or conversion or for the period during which any loan or indebtedness received through this program remains outstanding, whichever is longer.

If an Authority funded project also has New York State funding of a similar nature (ie LIHTC, HTF, HCR) with an affordability period as stringent, or more stringent than the Authority's requirements, and the Regulatory Agreement covers the same time period as the Authority loan, then the Authority will accept the State's Regulatory Agreement as meeting its regulatory requirement and will not issue a separate regulatory agreement.

Eligible Costs: Predevelopment Expenses – May include, but are not limited to, planning, architectural engineering, or land assembly costs. Developer overhead or direct expenses is not an eligible cost. It is not intended that the Fund be used to assist speculative costs. Therefore, predevelopment expenses will be considered fundable only when firm project commitments can be documented to repay the Authority loan.

Development Expenses – Generally include physical construction of housing improvements either for new construction or the rehabilitation of

Affordable Rental Housing Program  
Lending Guidelines

units. This can include hazardous materials abatement. Development Expenses funding requests may be justified based on a gap in required project financing, or a need to subsidize per unit cost to achieve affordability, or both. Funding may be provided during construction or permanent financing phases, or both.

Infrastructure Development Financing – In most cases, assisted improvements must directly serve the project site. Infrastructure development assistance will be considered only in cases where it can be demonstrated that firm commitments to produce an appropriate number of housing units is in place.

Hazardous Materials Assessments – Generally includes lead, asbestos, and other required hazardous materials assessments; work must be completed by certified, eligible firms.

Funding Amounts: The Authority will consider a benchmark of \$10,000 per unit for construction or improvements to large-scale (greater than 100 units), multi-family, rental housing. Funding traditionally fills a gap; however this is only a benchmark and will be looked at on a case-by-case basis for need. Funding amounts are at the discretion of the Authority Board of Directors.

Grants **may** be considered on a case-by-case basis; however priority is given to projects that create new multi-family housing units or substantially rehabilitate multi-family housing units and are part of a community strategy for housing demonstrated by a support letter from the municipality. Grants will not be made to support single-family housing development or rehabilitation. Grant funds must be matched 1:1 by ARHP loan funds. Application must utilize loan funds in order to access grant funds. Maximum grant amount cannot exceed \$100,000 regardless of loan amount. Grants are made at the discretion of the Board of

Affordable Rental Housing Program  
Lending Guidelines

Directors. Grants will be secured by a Grant Agreement with a 10-year recapture provision that will decline by 10% each year as the property is occupied for the intended use and not sold. The Board of Directors sets the amount of funding available from the ARHP Fund for grants. Grants are made at the discretion of the Board of Directors. [*\$500,000 set-aside by Board on 10/27/2022.*]

Equity Participation: Targeted owner cash/equity of at least 10% of total project costs.

Interest Rate: Targeted at  $\frac{1}{2}$  of the Wall Street Journal Prime plus 1 with a floor of 3% set at the loan closing; however, a different rate may be considered at the discretion of the Board of Directors when the underwriting or market conditions may warrant. For example, NYS, in underwriting their loans/grants, will typically require the Authority to match their rate and term which are traditionally 1% over 30 years with interest only payments. Authority staff will work closely with NYS to maximize the return on Authority funding.

Repayment Terms: Soft Costs-up to 5 years; Fixed Assets-determined by useful life of asset financed up to 30 years for real estate

Collateral: In general, the Authority will consider a subordinate position behind a primary lender, secured by real estate, business and/or personal assets. Personal guarantee of those with greater than 20% ownership in the company may be required. Collateral is considered at the discretion of the Board of Directors.

Application Fee: \$100.00

Commitment Fee: 1% of DANC loan amount with  $\frac{1}{2}$  due with the commitment letter and  $\frac{1}{2}$  due at the loan closing.

Affordable Rental Housing Program  
Lending Guidelines

Inspections: If a construction loan, the Authority may charge an additional fee, at its discretion based upon size of the project and time and materials associated with construction inspector services, to review work completed prior to approving a draw request.

Application: Required

Revisions: October 27, 2022



**Board Resolution No. 2022-10-84**  
**October 27, 2022**

**COMMUNITY DEVELOPMENT LOAN FUND  
LENDING GUIDELINES**

Whereas, **Resolution No. 90-11-03** established the Community Development Loan Fund and adopted lending guidelines, and

Whereas, **Resolution No. 2008-06-03** updated the Community Development Loan Fund lending guidelines, and

Whereas, **Resolution No. 2014-02-11** authorized the merger of the Municipal Infrastructure Program into the Community Technical Assistance Program setting aside \$175,000 in the Community Development Loan Fund for eligible projects, and

Whereas, the Development Authority desires to modify and update the lending guidelines and application, and

Whereas, the Project Development Committee met on October 18, 2022 and reviewed the updated lending guidelines and application.

Now, upon the recommendation of the Project Development Committee, therefore be it

**RESOLVED, Development Authority of the North Country does hereby adopt the updated lending guidelines for the Community Development Loan Fund as outlined in the attached, and be it further**

**RESOLVED, the Development Authority of the North Country does hereby rescind Resolution No. 2014-02-11.**

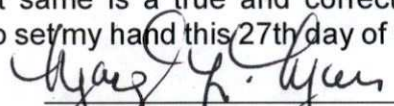
Motion by: A. MacKinnon  
Seconded by: T. Hefferon

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

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-84 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson

**COMMUNITY DEVELOPMENT LOAN FUND**  
**Lending Guidelines**

**Background:** The Community Development Loan Fund was created by the Development Authority of the North Country through funding from New York State to provide a source of flexible debt financing structured to support economic development projects in the North Country.

**Purpose:** For business and community development loans that positively affect the region or enhance particular business sectors.

**Areas of Eligibility:** Jefferson, Lewis and St. Lawrence Counties

**Eligible Applicants:** Private for-profit businesses, not-for-profit organizations, and municipalities

**Eligible Activities:** Manufacturing, warehousing and distribution, industrial reuse, downtown/commercial revitalization, infrastructure facilities (water, sewer, electric, transportation, telecommunication, etc.), tourism, healthcare, agri-business, selected agricultural projects including farmland drainage, and renewable energy projects that will have a positive economic, environmental and/or social impact on the region.

Funds may be used for Authority owned and/or operated eligible projects that improve services to our customers including: enhancements and/or improvements to existing facilities in order to maintain, improve or expand services to our customers; new construction of water, wastewater, telecommunications, landfill or alternative energy infrastructure; and special projects undertaken by the Authority as authorized by the Board of Directors.

Community Development Loan Fund  
Lending Guidelines

- Funding Uses: Real estate, improvements, machinery and equipment, furniture and fixtures, inventory, accounts receivable and working capital. Can be used for business acquisition, expansion, or start-up.
- Funding Amounts: Targeted at the lesser of \$250,000 or 40% of the total project cost; however, different funding amounts may be considered at the discretion of the Board of Directors.
- Equity Participation: Targeted owner cash/equity of at least 10% of total project costs.
- Interest Rate: Targeted at  $\frac{1}{2}$  of the Wall Street Journal Prime plus 1 with a floor of 3% set at the loan closing; however, a different rate may be considered at the discretion of the Board of Directors.
- Repayment Terms: Working Capital-up to 5 years; Fixed Assets-determined by useful life of asset financed up to 20 years for real estate
- Collateral: In general, DANC will consider a subordinate position behind a primary lender, secured by business and/or personal assets. A 1:1 loan to value is required at cost or market value in order to secure the loan. Personal guarantee of those with greater than 20% ownership in the company may be required. Key man insurance may be required. Different collateral may be considered at the discretion of the Board of Directors
- Application Fee: \$100.00
- Commitment Fee: 1% of DANC loan amount with  $\frac{1}{2}$  due with the commitment letter and  $\frac{1}{2}$  due at the loan closing.

Community Development Loan Fund  
Lending Guidelines

Inspections: If a construction loan, the Authority may charge an additional fee, at its discretion based upon size of the project and time and materials associated with construction inspector services, to review work completed prior to approving a draw request.

Application: Required

Revisions: October 27, 2022



**Board Resolution No. 2022-10-85**  
**October 27, 2022**

**COMMUNITY RENTAL HOUSING PROGRAM**  
**LENDING GUIDELINES**  
**REAFFIRM SET ASIDE**

Whereas, **Resolution No. 2006-01-05** established the Community Rental Housing Program and adopted the lending guidelines, and

Whereas, the Community Rental Housing Program was established with funds from New York State, the Development Authority, and Jefferson County to address the need for additional rental housing in the Watertown/Fort Drum market, and

Whereas, **Resolution No. 2016-02-14** established the Regional Redevelopment Housing Program setting aside \$1 million, \$500,000 for loans and \$500,000 for grants, within the Community Rental Housing Program to rehabilitate homes within the Neighbors of Watertown, Development Authority of the North Country, and City of Watertown (NDC) program, and

Whereas, **Resolution No. 2016-02-15** adopted modified lending guidelines for the Community Rental Housing Program, and

Whereas, **Resolution No. 2017-08-94** allowed for the acquisition of bank-foreclosed residential properties through the Community Rental Housing Program, and

Whereas, the Development Authority desires to modify and update the Community Rental Housing Program guidelines and the application by incorporating elements of Resolution No. 2016-02-14 and Resolution No. 2017-08-94 into the revised lending guidelines, and

Whereas, of the \$500,000 set-aside for grants there is \$322,440 remaining for grants, and

Whereas, the Project Development Committee met on October 18, 2022 and reviewed the updated lending guidelines and application.

Now, upon the recommendation of the Project Development Committee, therefore be it

**RESOLVED**, Development Authority of the North Country does hereby adopt the updated lending guidelines for the Community Rental Housing Program as outlined in the attached, and be it further

**RESOLVED**, Development Authority of the North Country does hereby ratify \$322,440 remain set-aside in the Community Rental Housing Program for eligible grants per the revised lending guidelines.

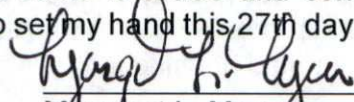
Motion by: E. Virkler  
Seconded by: T. Hefferon

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

\*- indicates attendance via videoconference.

#### DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-85 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

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

## COMMUNITY RENTAL HOUSING PROGRAM

### Lending Guidelines

Background: The Community Rental Housing Program was created by the Development Authority of the North Country with funding from New York State and Jefferson County to provide flexible, gap financing to fund development of market rate, residential housing in Jefferson, Lewis and St. Lawrence Counties.

Purpose: For the development of or improvements to the housing stock in Jefferson, Lewis and St. Lawrence Counties.

Areas of Eligibility: Jefferson, Lewis and St. Lawrence Counties

Eligible Applicants: Private for-profit entities, not-for-profit entities, housing development fund companies

Eligible Projects:

- Construction or rehabilitation of multi-family rental housing.
- Rehabilitation of single-family or multi-family homes where the improvements are incorporated into a community strategy for maintaining their housing stock.
- Housing must be permanent in nature; no seasonal or transient housing will be assisted.
- Rehabilitation of existing residential space is preferred. New construction or conversion of vacant or nonresidential property to residential use is eligible and will be considered based on its overall impact to the community.
- Mixed use projects where funds are used to assist in the development of market rental units.
- Funds may be used for Authority purposes for acquisition of bank-foreclosed residential properties (single family and multi-family) for redevelopment.

Community Rental Housing Program  
Lending Guidelines

Eligible Costs: Predevelopment Expenses – May include, but are not limited to, planning, architectural engineering, or land assembly costs. Developer overhead or direct expenses is not an eligible cost. It is not intended that the Fund be used to assist speculative costs. Therefore, predevelopment expenses will be considered fundable only when firm project commitments can be documented to repay the Authority loan.

Development Expenses – Generally include physical construction of housing improvements either for new construction or the rehabilitation of units. This can include hazardous materials abatement. Development Expenses funding requests may be justified based on a gap in required project financing, or a need to subsidize per unit cost to achieve affordability, or both. Funding may be provided during construction or permanent financing phases, or both.

Infrastructure Development Financing – In most cases, assisted improvements must directly serve the project site. Infrastructure development assistance will be considered only in cases where it can be demonstrated that firm commitments to produce an appropriate number of housing units is in place.

Hazardous Materials Assessments – Generally includes lead, asbestos, and other required hazardous materials assessments; work must be completed by certified, eligible firms.

Funding Amounts: The Authority will consider a benchmark of \$10,000 per unit for construction or improvements to large-scale (great than 100 units), multi-family rental housing units. Funding traditionally fills a gap; however this is only a benchmark and will be looked at on a case-by-case basis for need. Funding amounts are at the discretion of the Authority Board of Directors.

Community Rental Housing Program  
Lending Guidelines

Grants **may** be considered on a case-by-case basis; however priority is given to projects that create new multi-family housing units or substantially rehabilitate multi-family housing units and are part of a community strategy for housing demonstrated by a support letter from the municipality. Grants will not be made to support single-family housing development or rehabilitation. Grant funds must be matched 1:1 by CRHP loan funds. Application must utilize loan funds in order to access grant funds. Maximum grant amount cannot exceed \$100,000 regardless of loan amount. Grants are made at the discretion of the Board of Directors. Grants will be secured by a Grant Agreement with a 10-year recapture provision that will decline by 10% each year as the property is occupied for the intended use and not sold. The Board of Directors sets the amount of funding available from the CRHP Fund for grants. [*Resolution No. 2016-02-14 set-aside \$500,000 for grants from the CRHP. As of 8/10/2022 there is \$322,440 available for grants per this authorization.*]

Equity Participation: Targeted owner cash/equity of at least 10% of total project costs.

Interest Rate: Targeted at ½ of the Wall Street Journal Prime plus 1 with a floor of 3% set at the loan closing; however, a different rate may be considered at the discretion of the Board of Directors.

Repayment Terms: Soft Costs-up to 5 years; Fixed Assets-determined by useful life of asset financed up to 30 years for real estate

Collateral: In general, DANC will consider a subordinate position behind a primary lender, secured by real estate, business and/or personal assets. Personal guarantee of those with greater than 20% ownership in the company **may** be required. Collateral is considered at the discretion of the Board of Directors.

Application Fee: \$100

Community Rental Housing Program  
Lending Guidelines

Commitment Fee: 1% of loan amount, of which ½ is paid with commitment letter and ½ is paid at closing.

Inspections: If a construction loan, the Authority may charge an additional fee, at its discretion based upon size of the project and time and materials associated with construction inspector services, to review work completed prior to approving a draw request.

Application: Required

Revisions: October 27, 2022



**Board Resolution No. 2022-10-86  
October 27, 2022**

**HOUSING LOAN REVOLVING FUND  
LENDING GUIDELINES**

Whereas, **Resolution No. 32-87** established the Housing Loan Revolving Fund and adopted the lending guidelines, and

Whereas, the fund was capitalized with funds from New York State to finance market rate and affordable housing projects in Jefferson, Lewis and St. Lawrence Counties, and

Whereas, on March 8, 2007 the Project Development Committee modified the lending criteria for the Housing Loan Revolving Fund, and

Whereas, the Development Authority desires to modify and update the lending guidelines and application, and

Whereas, the Project Development Committee met on October 18, 2022 and reviewed the updated lending guidelines and application.

Now, upon the recommendation of the Project Development Committee, therefore be it

**RESOLVED, Development Authority of the North Country does hereby adopt the updated lending guidelines for the Housing Loan Revolving Fund as outlined in the attached.**

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

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

\* - indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-86 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

Margaret L. Murray  
Board Chairperson

## **Housing Loan Revolving Fund (HLRF)**

### Lending Guidelines

Background: The Housing Loan Revolving Fund (HLRF) was created by the Development Authority of the North Country with funding from New York State to provide grants or loans to help defray pre-development, development, and infrastructure costs for housing projects in the Fort Drum area.

Purpose: For the development of and improvements to the housing stock in Jefferson, Lewis and St. Lawrence Counties.

Areas of Eligibility: Jefferson, Lewis and St. Lawrence Counties

Eligible Applicants: Private for-profit entities, not-for-profit entities, housing development fund companies, public housing authorities

Eligible Projects:

- Funds can be used to develop or improve affordable or market rate rental housing units.
- Apartments and single family rental homes, with the exception of subdivisions for market rate single family housing.
- Housing must be permanent in nature; no seasonal or transient housing will be assisted. Supportive housing will be considered.
- Rehabilitation of existing residential space is preferred. New construction or conversion of vacant or nonresidential property to residential use is eligible and will be considered based on its overall impact to the community.
- Mixed use projects where funds are used to assist in the development of rental units.
- Funds may be used for Authority purposes for acquisition of bank-foreclosed residential properties (single family and multi-family) for redevelopment.

Housing Loan Revolving Fund  
Lending Guidelines

Eligible Costs: Predevelopment Expenses – May include, but are not limited to, planning, architectural engineering, or land assembly costs. Developer overhead or direct expenses is not an eligible cost. It is not intended that the Fund be used to assist speculative costs. Therefore, predevelopment expenses will be considered fundable only when firm project commitments can be documented to repay the Authority loan.

Development Expenses – Generally include physical construction of housing improvements either for new construction or the rehabilitation of units. This can include hazardous materials abatement. Development Expenses funding requests may be justified based on a gap in required project financing, or a need to subsidize per unit cost to achieve affordability, or both. Funding may be provided during construction or permanent financing phases, or both.

Infrastructure Development Financing – In most cases, assisted improvements must directly serve the project site. Infrastructure development assistance will be considered only in cases where it can be demonstrated that firm commitments to produce an appropriate number of housing units is in place.

Hazardous Materials Assessments – Generally includes lead, asbestos, and other required hazardous materials assessments; work must be completed by certified, eligible firms.

Funding Amounts: The Authority will consider a benchmark of \$10,000 per unit for construction or improvements to large-scale (greater than 100 units), multi-family rental housing units. Funding traditionally fills a gap; however this is only a benchmark and will be looked at on a case-by-case basis for need. Funding amounts are at the discretion of the Authority Board of Directors.

Housing Loan Revolving Fund  
Lending Guidelines

Equity Participation: Targeted owner cash/equity of at least 10% of total project costs.

Interest Rate: Targeted at  $\frac{1}{2}$  of the Wall Street Journal Prime plus 1 with a floor of 3% set at the loan closing; however, a different rate may be considered at the discretion of the Board of Directors when underwriting or market conditions may warrant. For example, NYS in underwriting their loans/grants, will typically require the Authority to match their rate and term which are traditionally 1% over 30 years with interest only payments. Authority staff will work closely with NYS to maximize the return on Authority funding.

Repayment Terms: Soft Costs-up to 5 years; Fixed Assets-determined by useful life of asset financed up to 30 years for real estate

Collateral: In general, the Authority will consider a subordinate position behind a primary lender, secured by real estate, business and/or personal assets. Personal guarantee of those with greater than 20% ownership in the company may be required. Collateral is considered at the discretion of the Board of Directors.

Application Fee: \$100

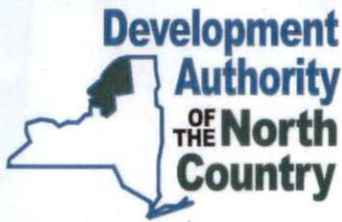
Commitment Fee: 1% of loan amount, of which  $\frac{1}{2}$  is paid with commitment letter and  $\frac{1}{2}$  is paid at closing.

Inspections: If a construction loan, the Authority may charge an additional fee, at its discretion based upon size of the project and time and materials associated with construction inspector services, to review work completed prior to approving a draw request.

Housing Loan Revolving Fund  
Lending Guidelines

Application: Required

Revisions: October 27, 2022



**Board Resolution No. 2022-10-87**  
**October 27, 2022**

**WATER SERVICE AGREEMENT AMENDMENT NO. 1**  
**TOWN OF CAPE VINCENT**  
**REGIONAL WATER LINE**

Whereas, the Development Authority of the North Country and the Town of Cape Vincent (Town) entered into a Water Service Agreement dated April 8, 2010 for the supply of water from the Authority's Regional Waterline to the Village for a term of twenty seven years, and

Whereas, the Town requested a decrease in their capacity allocation on April 1, 2019 from 20,000 gallons per day to 10,000 gallons per day, and

Whereas, it was discovered that an executed copy of an amendment to the 2010 agreement documenting the decrease in allocated capacity could not be located.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached Water Service Agreement with the Town of Cape Vincent.**

Motion by: M. Hall

Seconded by: D. Mastascusa

Doheny - **Yes**

Henry - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Hefferon - **Yes**

Hollenbeck - **Absent**

McGrath\* - **Present**

Virkler - **Yes**

Hall - **Yes**

Hunt - **Present**

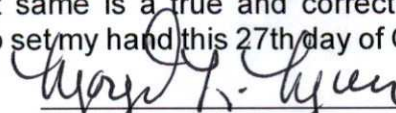
Mastascusa - **Yes**

Bibbins - **Yes**

\* - indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-87 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson

**AMENDMENT NO. 1**

**TO WATER SERVICE AGREEMENT BETWEEN  
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
AND  
TOWN OF CAPE VINCENT WATER DISTRICTS 2 & 3**

WHEREAS, The Development Authority of the North Country (Authority) and the Town of Cape Vincent ("Town"), entered into an Agreement dated April 8 , 2010 (with an existing term of 27 years) to provide water service to Town Water Districts through a connection to the Authority's Western Jefferson Regional Waterline; and

WHEREAS, the Town has requested a decrease in capacity allocation; and

WHEREAS, the Authority granted the Town a decrease in capacity allocation on April 1, 2019.

NOW, THEREFORE, the Authority and the Town agree to amend their existing agreement. Section 101(b) Facilities; will be replaced by the following:

- b) The Town's total allocated flow was computed based on historical demand. The Authority agrees to provide the Town with a maximum daily flow of **10,000 gallons per day**.

The return of one signed copy of this 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 authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: \_\_\_\_\_  
Carl E. Farone, Jr., Executive Director

TOWN OF CAPE VINCENT

By: \_\_\_\_\_  
Marty Mason, Supervisor

ACKNOWLEDGEMENTS

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public



**Board Resolution No. 2022-10-88**  
**October 27, 2022**

**WATER SERVICE AGREEMENT**  
**TOWN OF LERAY CONSOLIDATED WATER DISTRICT**  
**ARMY WATER LINE**

Whereas, the Development Authority of the North Country and the Town of LeRay (Town) have two active Water Service Agreements:

- a) Town of LeRay District 1; dated January 29, 2010;
- b) Town of LeRay District 2; dated January 29, 2010; and

Whereas, the Town consolidated their two districts into a single district, referred to as the "Consolidated Water District", effective January 1, 2022, and

Whereas, a review of the Army Water Line contracts identified the need to update the current agreements to reflect the change in the districts for the Town, and

Whereas, to remedy the issue a single contract has been drafted for the Town of LeRay that will supersede the two existing agreements.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached Water Service Agreement with the Town of LeRay.**

Motion by: E. Virkler  
Seconded by: M. Hall

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

\* - indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-88 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

Margaret L. Murray  
Board Chairperson

## WATER SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
TOWN OF LERAY

FOR TOWN OF LERAY CONSOLIDATED WATER DISTRICT

This sets forth the Water Service Agreement made effective \_\_\_\_\_, 2022 by and between the Town of LeRay ("Town"), a New York municipal corporation, with offices at 8650 LeRay Street, Evans Mills, NY 13637 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

### RECITALS

1. The Authority owns and operates a water service facility between Fort Drum, New York and the City of Watertown Water Treatment Plant, with sufficient current capacity to accommodate the requirements of the Town of LeRay Consolidated Water District Number, formerly Water Districts 1, 2, and 4.
2. The Town represents and warrants that the District is duly established by law and that the Town has the power and authority to bind itself to the provisions hereof, and has taken or will take all action required in relation to the establishment of the District and all action required to authorize and perform its obligations under this Agreement including formation of the District, acquisition of lands, easements and rights of way, construction of District's facilities, compliance with the State Environmental Quality Review Act as Lead Agency and approvals, certifications and permits required by all necessary Federal, State and local agencies.
3. The Town is authorized to enter into this Agreement by Resolution dated \_\_\_\_\_, a certified copy of which is attached as **Exhibit "A"**.

### AGREEMENT

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

#### ARTICLE I – AUTHORITY FACILITIES

- 1) Section 101. Facilities. The Authority will provide water service as follows:
  - a) The Town receives its primary water supply for the Consolidated Water District from its own wells.
  - b) The Town maintains a connection to the Authority's Army Water Line as fire protection emergency supply source. The Authority defines its customer

classifications and rate structure for different water customers in its "Army Water Line Outside Customer Classification and Billing Policy".

- c) The Town Consolidated Water District has multiple water sources in addition to its own wells, including the Authority and other municipalities.
- d) As a Fire Protection/Emergency Supply User, the Authority will not allocate any capacity for the Town of LeRay Consolidated Water District.
- e) The Town agrees to periodically review its current and projected water usage and request an update to this Water Service Agreement if its customer classification or projected demands change.
- f) The Town understands that future requests for additional water supply allocations must be approved by the Authority and the City of Watertown. The City's approval is necessary since they are supplying the source water for the system.
- g) Potable water will be distributed in accordance with applicable Federal and State environmental quality, safety and discharge standards presently in effect and as the same may be amended during the terms of this Agreement.

Section 102. Point of Delivery. Water shall be delivered to District through the Town's existing connection points to the Authority's Water Transmission main. The connection points are illustrated in Exhibit B.

Section 103. Metering. The Town will maintain meters, meeting Authority requirements, at each point of connection to the Authority's Water Transmission main.

## **ARTICLE II- OPERATION OF THE SYSTEM**

Section 201. Operation. The Authority shall operate and maintain, or contract for the operation and maintenance, of all facilities required to obtain, transport and deliver potable water to the Districts. It shall use reasonable diligence to provide regular and uninterrupted water service.

Section 202. Meter Testing. The Authority, at the expense of the Town, shall periodically inspect and test meters at intervals of no longer than one year. In the event the meter(s) fail to register or registers incorrectly, the quantity of service delivered during that period shall be estimated and an equitable adjustment based thereon shall be made in the invoice for that period. Meter registration deviation by less than 5% shall be deemed correct. The Authority shall have unrestricted access to the meters at all times for testing and reading.

Section 203. Leak Detection. If water consumption records indicate a likely leak in the system the Town agrees to conduct leak detection surveys to find the source of water loss, and to correct any leaking lines that are located, at the Town's expense.

Section 204. Design Approval. The design and construction of new Town Facilities, which will be connected to Authority-owned systems, either directly or indirectly through

existing connection points, are subject to review and approval by the Authority.

Section 205. Service to Others. To insure adequate capacity to serve existing users, the Districts shall not permit the use of its facility for water service to other municipalities or water districts without the prior written consent of the Authority.

Section 206. Rules and Regulations. The District shall comply with all rules and regulations promulgated by the Authority, including rate schedules, and will comply with such regulations from the Authority. With respect to the operation of its Water District, the Town will comply with applicable federal, state and local requirements, including amendments made thereto from time to time.

### **ARTICLE III - Terms**

Section 301. Term. The term of this Agreement shall be 8 years from the date hereof.

Section 302. Termination. The Authority may terminate this Agreement upon 180 days prior written notice to the Town in the event that:

- a) The Department of Army has given the Authority notice of its intention to terminate its Utility Service Agreements, Contract DACA51-90-C-0012, dated 3/28/91; or
- b) The Authority lacks sufficient excess capacity in its facility over previously-contracted reserved capacities to continue service to the Districts. In exercising its right to terminate under this clause, the Authority shall first terminate districts served by its facilities that do not serve or have not designed and constructed their facilities to serve contiguous districts. Termination of districts in both categories shall be made in inverse order of the dates of such district agreements (i.e., most recent district will be terminated first). In the event of termination of a district or districts under this provision, the Authority shall use its best efforts for re-establishing such districts alternative water service, with priority, consistent with system design and available financing, being given to systems serving districts in the order of initial connection to the Authority system.

### **ARTICLE IV – District Charges and Payment Thereof**

Section 401. Charges and Payment. The Authority shall take meter readings on the first non-holiday weekday of April, July, October and January in each fiscal year to determine the volume of water delivered to the Districts. The rate per 1,000 gallons is established annually by the Authority for each fiscal year and is based upon the Authority's debt service, operation/maintenance costs, replacement reserves and the City of Watertown's charge for treatment and prorated to the point of connection into the Authority's facility. The Town shall pay the Authority the quarterly service charge, based upon the volume discharged times the rate per 1,000 gallons, within forty-five (45) days after receipt of an invoice thereof.

Section 402. Guarantee of Payment. The Town agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements to users within the Districts and levy taxes or user charges thereon in sufficient amount each year during the term of this Agreement so that sums to be paid hereunder shall be duly

provided and paid within such years. Unpaid charges and taxes shall be collected in a timely manner in accordance with applicable laws and include establishment of a lien on the real property within the Town to be levied in the subsequent year.

### **ARTICLE V – Insurance & Indemnification**

Section 501. Insurance. The Town shall secure and maintain insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability. All insurance coverages shall be provided by insurers licensed to do business by the State of New York and shall name the Authority as additionally insured. The Authority shall secure and maintain insurance satisfactory to the Town and shall name the Town as additional insured on the liability policy.

Section 502. Indemnification.

- a) The Authority hereby agrees to indemnify, defend, save and hold harmless the Town from and against, and to reimburse the Town for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Town arising out of, based upon, resulting from or by reason of any negligence or material breach by the Authority of any of its warranties, representations, covenants or agreements contained.
- b) The Town hereby agrees to indemnify, defend, save and hold harmless the Authority from and against, and to reimburse the Authority for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Authority arising out of, based upon, resulting from or by reason of any negligence or material breach by the Town of any of its warranties, representations, covenants or agreements contained.

Section 503. Limitations of Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

### **ARTICLE VI – Miscellaneous**

Section 601. No Waiver. No failure or forbearance of enforcement by the Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 602. Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 603. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. This agreement supersedes any and all former water service agreements between the Town and the Authority for the Town's Water Districts.

Section 604. Notices. 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.

Section 605. Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed as constituting any relationship, contractual or otherwise, with Fort Drum, which is in privity solely with the Authority under the Utility Service Agreement between the parties dated March 28, 1991.

Section 606. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Town and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: \_\_\_\_\_  
Carl E. Farone Jr., Executive Director

TOWN OF LERAY

By: \_\_\_\_\_  
Ronald Taylor, Supervisor

ACKNOWLEDGEMENTS

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

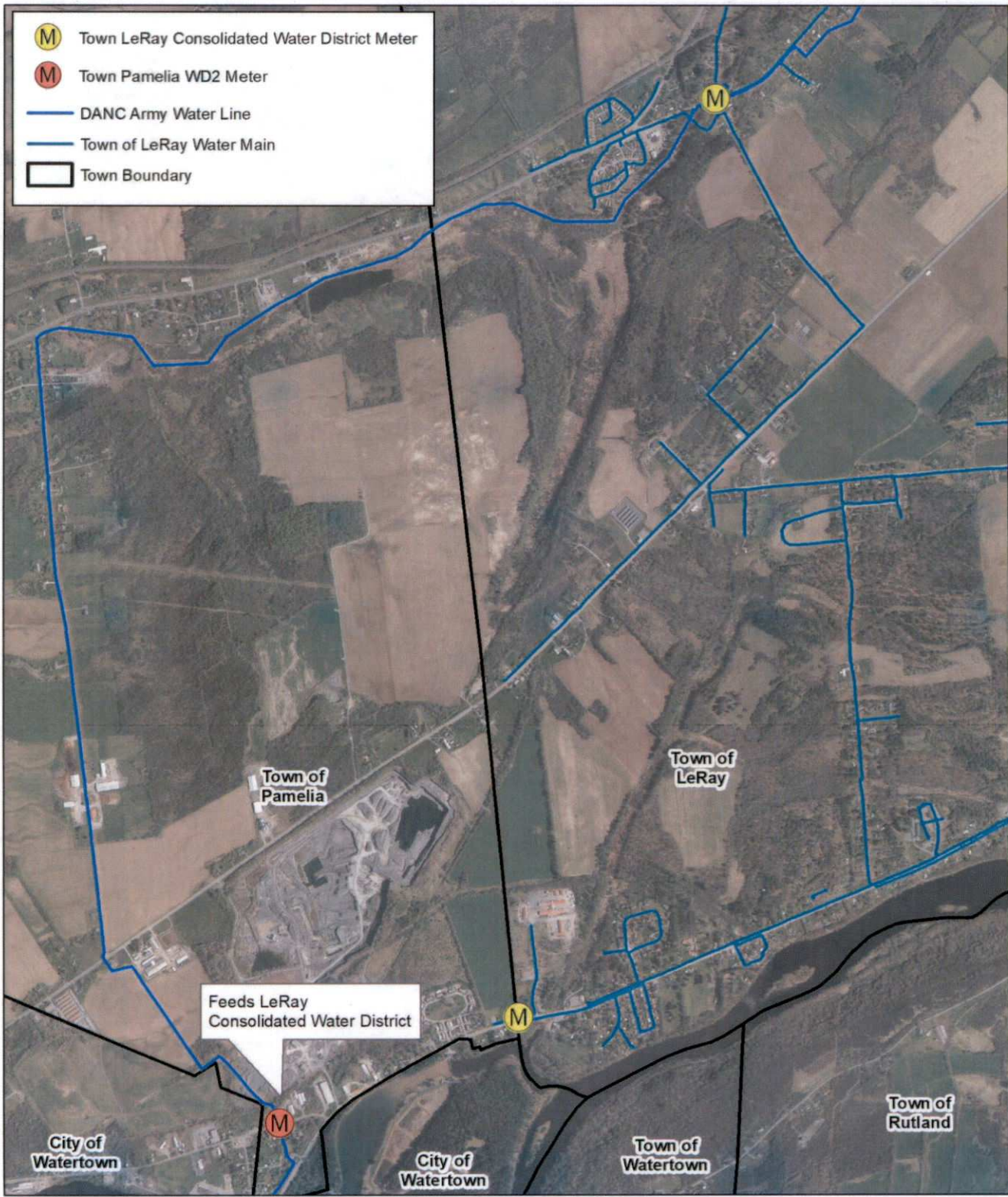
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
ss: )  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public




 Development Authority of the North Country  
 Engineering Division, GIS  
 23557 NYS Route 37  
 Watertown, NY 13601  
 Contact: [GISSupport@danc.org](mailto:GISSupport@danc.org) or 315-661-3225



**Exhibit B**  
**Town of LeRay**  
**Consolidated Water District**

1 inch = 2,417 feet
Author: Star Carter
Date: 9/9/2022
Document Name: LeRay_ConsWaterDist_Map_2022

Document Path: \\C:\Company\484\LeRay\_ConsWaterDist\_Map\_2022.mxd



**Board Resolution No. 2022-10-89**  
**October 27, 2022**

**SEWER SERVICE AGREEMENT**  
**TOWN OF PAMELIA SEWER DISTRICTS 3, 4, 5 & 9**  
**ARMY SEWER LINE**

Whereas, the Development Authority of the North Country and the Town of Pamela (Town) have three active Sewer Service Agreements:

- a) Town of Pamela Sewer Districts 4 & 5; dated April 21, 2006;
- b) Town of Pamela Sewer Districts 3 & 4; dated February 10, 2014; and
- c) Town of Pamela Sewer District 9; dated February 1, 2016, and

Whereas, the agreements contain contractual language and allocations of capacity that are inconsistent, and

Whereas, a review of the Army Sewer Line contracts identified the inconsistencies, and

Whereas, to remedy the issues a new contract has been drafted for the Town of Pamela that will supersede the three existing agreements.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached Sewer Service Agreement with the Town of Pamela.**

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

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

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-89 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

Margaret L. Murray  
Board Chairperson

## SEWER SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
TOWN OF PAMELIA

FOR TOWN OF PAMELIA SEWER DISTRICTS NO. 3, 4, 5 & 9

This sets forth the Sewer Service Agreement made effective \_\_\_\_\_, 2022 by and between the Town of Pamela ("Town"), a New York municipal corporation, with offices at 25859 NYS Route 37, Watertown, NY 13601 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

### RECITALS

1. The Authority owns and operates a sewer service facility between Fort Drum, New York and the City of Watertown Water Pollution Control Facility, with sufficient current capacity to accommodate the requirements of the Town of Pamela Sewer Districts Number 3, 4, 5, and 9.
2. The Town represents and warrants that the Districts are duly established by law and that the Town has the power and authority to bind itself to the provisions hereof, and has taken or will take all action required in relation to the establishment of the Districts and all action required to authorize and perform its obligations under this Agreement including formation of the Districts, acquisition of lands, easements and rights of way, construction of Districts' facilities, compliance with the State Environmental Quality Review Act as Lead Agency and approvals, certifications and permits required by all necessary Federal, State and local agencies.
3. The Town is authorized to enter into this Agreement by Resolution dated \_\_\_\_\_, a certified copy of which is attached as **Exhibit "A"**.

### AGREEMENT

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

#### ARTICLE I – AUTHORITY FACILITIES

Section 101. Facilities. The Authority will provide sewer service as follows:

- a) The Town's total allocated flow will be set as the combined flow from all the Town's districts that are discharging sewage into the Authority's system. The Authority agrees to provide the Town with an average daily capacity of **85,350 gallons per day** for Sewer Districts 3, 4, 5, and 9.

- b) The Town agrees to periodically review its current and projected sewer usage and request an update to this Sewer Service Agreement if projected demands exceed or are less than the allocation contained in this Agreement.
- c) The Town agrees to comply with the Authority's "Approval Process for Developments Within Existing Water/Sewer Service Areas".
- d) The Town understands that future requests for additional sewer supply allocations must be approved by the Authority and the City of Watertown. The City's approval is necessary since they are receiving sewage from the Authority's system.

Section 102. Point of Delivery. Sewage from Sewer District 4 shall enter Sewer District 3 on Liberty Avenue. Sewage from Sewer District 5 shall enter Sewer District 3 on Rt. 37 south of Alder Street and flow into the Authority's sewer system through a single connection point at 23557 NYS Route 37, Watertown, NY. Sewage from Sewer District 9 shall be pumped into the Authority's sewer system force main. The connection points are illustrated in "Exhibit B"

Section 103. Metering. The Town will maintain meters, meeting Authority requirements, at each point of connection to the Authority's Sewer Transmission main.

## ARTICLE II- OPERATION OF THE SYSTEM

Section 201. Operation. The Authority shall operate and maintain, or contract for the operation and maintenance, of all facilities required to transport sewerage from the Districts to the City of Watertown's Water Pollution Control Facility. It shall use reasonable diligence to provide regular and uninterrupted sewer service.

Section 202. Meter Testing. The Authority, at the expense of the Town shall periodically inspect and test meters at intervals of no longer than one year. In the event the meter(s) fail to register or registers incorrectly, the quantity of service delivered during that period shall be estimated and an equitable adjustment based thereon shall be made in the invoice for that period. Meter registration deviation by less than 5% shall be deemed correct. The Authority shall have unrestricted access to the meters at all times for testing and reading.

Section 203. Leak Detection. If sewer discharge records indicate a likely leak in the system the Town agrees to conduct infiltration and inflow surveys to find the source of excess flow, and to correct any leaking lines that are located, at the Town's expense.

Section 204. Design Approval. The design and construction of new Town Facilities, which will be connected to Authority-owned systems, either directly or indirectly through existing connection points, are subject to review and approval by the Authority's Engineer.

Section 205. District Service to Others. To insure adequate capacity to serve existing users, the Districts shall not permit the use of its facility for sewer service to other municipalities or districts without the prior written consent of the Authority.

Section 206. Rules and Regulations. The Districts shall comply with all rules and regulations promulgated by the Authority, including rate schedules, and will comply with such regulations from the Authority. With respect to the operation of its Sewer Districts, the Town will comply with applicable federal, state and local requirements, including amendments made thereto from time to time.

### **ARTICLE III - Terms**

Section 301. Term. The term of this Agreement shall be 20 years from the date hereof.

Section 302. Termination. The Authority may terminate this Agreement upon 180 days prior written notice to the Town in the event that:

- a) The Department of Army has given the Authority notice of its intention to terminate its Utility Service Agreements, Contract No. DACA 51-86-C-0143 dated June 13, 1986; or
- b) The Authority lacks sufficient excess capacity in its facility over previously-contracted reserved capacities to continue service to the Districts. In exercising its right to terminate under this clause, the Authority shall first terminate districts served by its facilities that do not serve or have not designed and constructed their facilities to serve contiguous districts. Termination of districts in both categories shall be made in inverse order of the dates of such district agreements (i.e., most recent district will be terminated first). In the event of termination of a district or districts under this provision, the Authority shall use its best efforts for re-establishing such districts alternative sewer service, with priority, consistent with system design and available financing, being given to systems serving districts in the order of initial connection to the Authority system.

### **ARTICLE IV – District Charges and Payment Thereof**

Section 401. Charges and Payment. The Authority shall take meter readings on the first non-holiday weekday of April, July, October and January in each fiscal year to determine the volume of sewer delivered from the Districts. The rate per 1,000 gallons is established annually by the Authority for each fiscal year and is based upon the Authority's debt service, operation/maintenance costs, replacement reserves and the City of Watertown's charge for treatment and prorated to the point of connection into the Authority's facility. The Town shall pay the Authority the quarterly service charge, based upon the volume discharged times the rate per 1,000 gallons, within forty-five (45) days after receipt of an invoice thereof.

Section 402. Guarantee of Payment. The Town agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements to users within the Districts and levy taxes or user charges thereon in sufficient amount each year during the term of this Agreement so that sums to be paid hereunder shall be duly provided and paid within such years. Unpaid charges and taxes shall be collected in a timely manner in accordance with applicable laws and include establishment of a lien on the real property within the Town to be levied in the subsequent year.

## ARTICLE V – Insurance & Indemnification

Section 501. Insurance. The Town shall secure and maintain insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability. All insurance coverages shall be provided by insurers licensed to do business by the State of New York and shall name the Authority as additionally insured. The Authority shall secure and maintain insurance satisfactory to the Town and shall name the Town as additional insured on the liability policy.

Section 502. Indemnification.

- a) The Authority hereby agrees to indemnify, defend, save and hold harmless the Town from and against, and to reimburse the Town for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Town arising out of, based upon, resulting from or by reason of any negligence or material breach by the Authority of any of its warranties, representations, covenants or agreements contained.
  
- b) The Town hereby agrees to indemnify, defend, save and hold harmless the Authority from and against, and to reimburse the Authority for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Authority arising out of, based upon, resulting from or by reason of any negligence or material breach by the Town of any of its warranties, representations, covenants or agreements contained.

Section 503. Limitations of Liability. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Town for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Town will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

## ARTICLE VI – Miscellaneous

Section 601. No Waiver. No failure or forbearance of enforcement by the Town or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.

Section 602. Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 603. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. This agreement supersedes any and all former sewer service agreements between the Town and the Authority.

Section 604. Notices. 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.

Section 605. Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed as constituting any relationship, contractual or otherwise, with Fort Drum, which is in privity solely with the Authority under the Utility Service Agreement between the parties dated June 13, 1986.

Section 606. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Town and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: \_\_\_\_\_  
Carl E. Farone, Jr., Executive Director

TOWN OF PAMELIA

By: \_\_\_\_\_  
Scott Allen, Supervisor

ACKNOWLEDGEMENTS

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

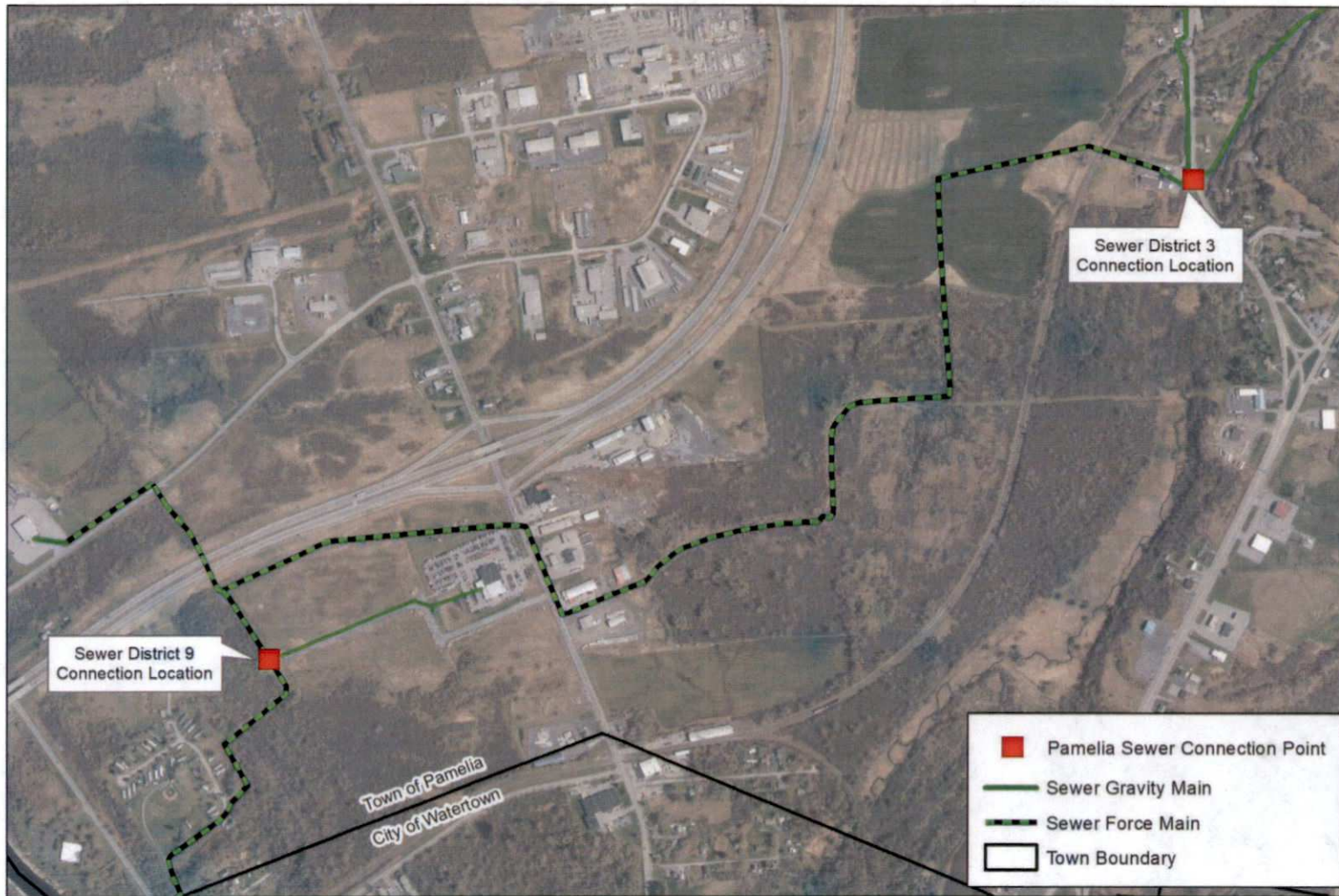
On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.


\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Scott Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public



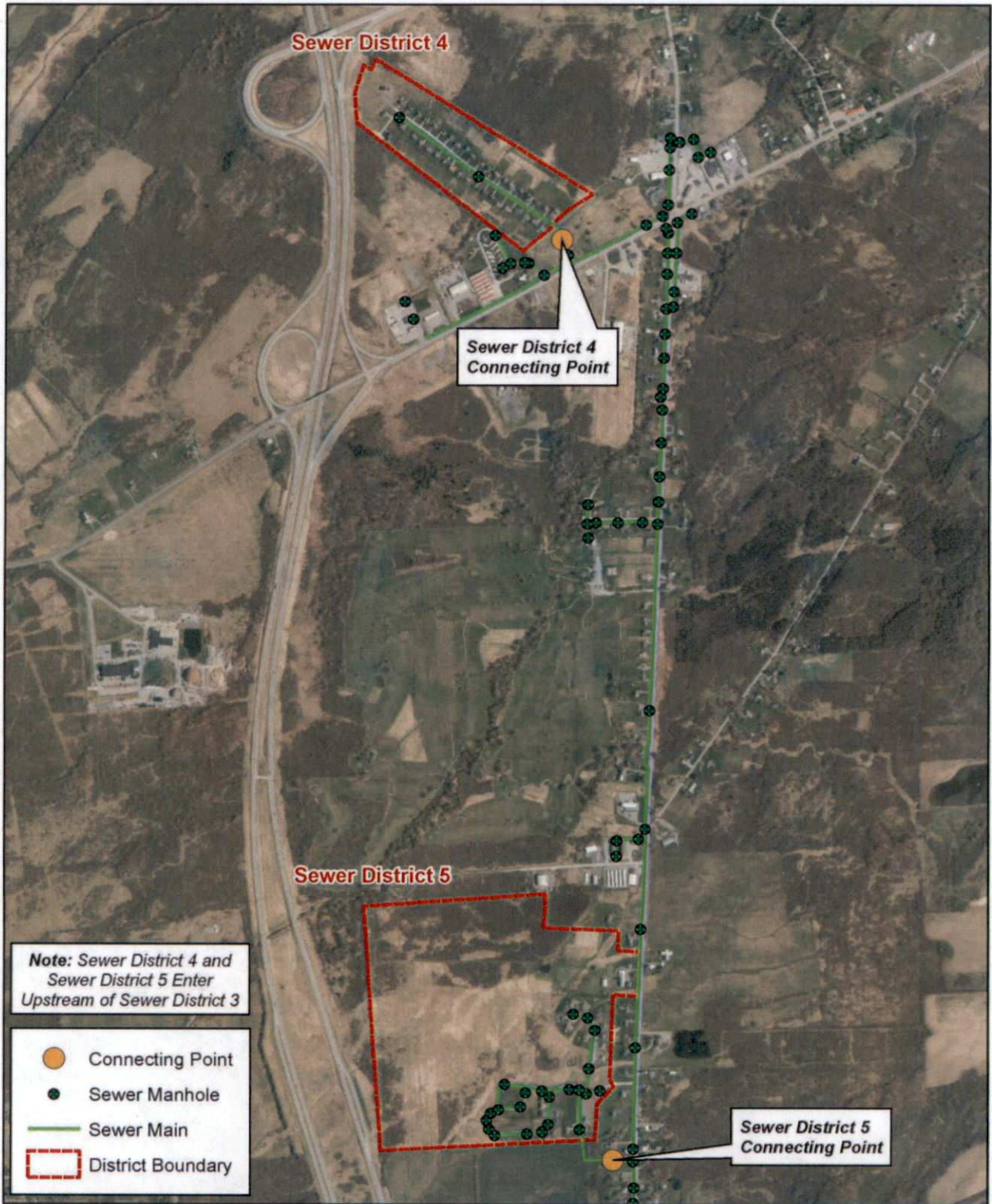

 Development Authority of the North Country  
 Engineering Division, GIS  
 23557 NYS Route 37  
 Watertown, NY 13601  
 Contact: GISsupport@danc.org or 315-661-3225



### Exhibit B Town of Pamela Sewer District 3 & 9 Connections

1 inch = 1,144 feet  
 Author: Star Carter  
 Date: 9/9/2022  
 Document Name: PamelaSD3and9Con\_Map\_2022

Document Path: M:\Company\44\Pamela\PamelaSD3and9Con\_Map\_2022.mxd



<p>Development Authority of the North Country          Engineering Division, GIS          23557 NYS Route 37          Watertown, NY 13601          Contact: GISsupport@deno.org or 315-861-3225</p>	<p>N</p>	<p><b>Town of Pamela</b>  <b>SD 4&amp;5</b>  <b>Connection Points</b></p>		<p>1 inch = 1,782 feet</p>	<p>Revisions:</p> <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>					
<p>Author: Warren Salo</p>										
<p>Date: 10/6/2022</p>										
<p>Document Name: SD45CP</p>										



**Board Resolution No. 2022-10-90**  
**October 27, 2022**

**WATER SERVICE AGREEMENT  
VILLAGE OF BROWNVILLE  
REGIONAL WATER LINE**

Whereas, the Development Authority of the North Country and the Village of Brownville (Village) entered into a Water Service Agreement dated May 2, 1995 for the supply of water from the Authority's Regional Waterline to the Village for a term of forty years, and

Whereas, the Regional Water Line Water Service Agreements were updated in 2010, and

Whereas, an executed copy of the updated agreement with the Village could not be located.

Now, therefore be it

**RESOLVED, the Development Authority of the North Country does hereby authorize and direct the Executive Director to enter into the attached Water Service Agreement with the Village of Brownville.**

Motion by: T. Hefferon

Seconded by: A. MacKinnon

Doheny - **Yes**

Henry - **Present**

MacKinnon - **Yes**

Murray - **Yes**

Hefferon - **Yes**

Hollenbeck - **Absent**

McGrath\* - **Present**

Virkler - **Yes**

Hall - **Yes**

Hunt - **Present**

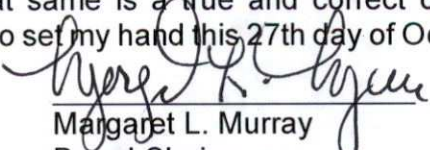
Mastascusa - **Yes**

Bibbins - **Yes**

\*- indicates attendance via videoconference.

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-90 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson

## WATER SERVICE AGREEMENT

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY  
&  
VILLAGE OF BROWNVILLE

This sets forth the Water Service Agreement made effective \_\_\_\_\_, 2022 by and between the Village of Brownville ("Village"), a New York municipal corporation, with offices at 216 Brown Blvd., P.O. Box 188, Brownville, NY 13615 and the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a New York public benefit corporation with offices at the Dulles State Office Building, 317 Washington Street, Watertown, New York 13601 ("Authority").

### RECITALS

1. The Authority owns and operates a water service facility between the Village of Cape Vincent to the Village of Glen Park, ("Western Jefferson County Regional Water Line" or "RWL"), with sufficient current capacity to accommodate the requirements of the Village.
2. The Village represents and warrants that the Village has the power and authority to bind itself to the provisions hereof, and has taken or will take all action required to authorize and perform its obligations under this Agreement including acquisition of lands, easements and rights of way, construction of Village facilities, compliance with the State Environmental Quality Review Act and approvals, certifications and permits required by all necessary Federal, State and Local agencies.
3. The Village is authorized to enter into this Agreement by Resolution dated \_\_\_\_\_, a certified copy of which is attached as **Exhibit "A"**.

### AGREEMENT

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

#### ARTICLE I – AUTHORITY FACILITIES

- 1) Section 101. Facilities. The Authority will provide water service as follows:
  - a) The Village maintains a connection to the Authority's RWL as a supplemental water supply. The Village has its own groundwater wells which serve as its primary supply. The Authority's system is utilized by the Village when its wells cannot provide the necessary capacity to meet its customers' demand.
  - b) The Village's total allocated flow was computed based on historical demand. The Authority agrees to provide the Village with a maximum daily flow of **135,000 gallons per day**.

- c) The Village agrees to periodically review its current and projected water usage and request an update to this Water Service Agreement if projected demands exceed or are less than the allocation contained in this Agreement. Requests for decreases in allocations must be supported by historical data.
- d) The Village understands that future requests for additional water supply allocations must be approved by the Authority and the Village of Cape Vincent. The Village of Cape Vincent's approval is necessary since they are supplying the source water for the system.
- e) Potable water will be distributed in accordance with applicable Federal and State environmental quality, safety and discharge standards presently in effect and as the same may be amended during the terms of this Agreement.

Section 102. Point of Delivery. Water shall be delivered to Village through an existing connection point to the Authority's Water Transmission main. The connection point is illustrated in Exhibit B.

Section 103. Metering. The Authority will own and maintain a meter, meeting Authority requirements, at each of the original points of connection to the Authority's Water Transmission main (i.e. Village of Chaumont, Village of Dexter, and Village of Brownville). All other meters added after the original construction are owned and maintained by the municipalities.

## **ARTICLE II- OPERATION OF THE SYSTEM**

Section 201. Operation. The Authority shall operate and maintain, or contract for the operation and maintenance, of all facilities required to obtain, transport and deliver potable water to the Village. It shall use reasonable diligence to provide regular and uninterrupted water service.

Section 202. Meter Testing. The Authority, at the expense of the Village, shall periodically inspect and test meters at intervals of no longer than one year. In the event the meter(s) fail to register or registers incorrectly, the quantity of service delivered during that period shall be estimated and an equitable adjustment based thereon shall be made in the invoice for that period. Meter registration deviation by less than 5% shall be deemed correct. The Authority shall have unrestricted access to the meters at all times for testing and reading.

Section 203. Leak Detection. If water consumption records indicate a likely leak in the Village system the Village agrees to conduct leak detection surveys to find the source of water loss, and to correct any leaking lines that are located, at the Village's expense.

Section 204. Design Approval. The design and construction of new Village Water Facilities, which will be connected to Authority-owned systems, either directly or indirectly through existing connection points, are subject to review and approval by the Authority in accordance with the Authority's "Protocol for Connecting to DANC-Owned Water or Sewer Mains" and "DANC Approval Process for Developments within Existing

Water/Sewer Service Areas”.

Section 205. Service to Others. To insure adequate capacity to serve existing users, the Village shall not permit the use of its facility for water service to other municipalities or water districts without the prior written consent of the Authority.

Section 206. Rules and Regulations. The Village shall comply with all rules and regulations promulgated by the Authority including schedules of charges and design approval documents referenced in Section 204. The Village will have the opportunity to provide input on new or revised rules or regulations. With respect to the operation of its Water System, the Village will comply with applicable federal, state and local requirements.

### **ARTICLE III - Terms**

Section 301. Term. The term of this Agreement shall be 15 years from the date hereof, or the date that original USDA Rural Development RWL construction loan is paid off. This agreement shall be reviewed every five years from the date of execution and updated accordingly.

### **ARTICLE IV – District Charges and Payment Thereof**

Section 401. Charges and Payment. The Authority's water service charges consists a fixed annual fee, to be billed on a quarterly basis, and variable usage charge.

Section 402. Fixed Annual Fee. The Village's fixed annual fee is determined by combining all RWL budgetary expenses except water purchase costs. This total is then divided by the total number gallons of capacity that are allocated for all RWL customers. To compute the portion of this charge that the Village is responsible for, this fixed cost per gallon is multiplied by the total number of gallons allocated to the Village in this agreement. The Authority will annually establish the fixed cost per user as part of its budget setting process.

If the customers of the Regional Water Line determine by resolution that fixed charges shall be billed on the basis of EDUs instead of allocations, then the fixed annual fee will be determined by combining all RWL budgetary expenses except water purchase costs. This total will then be divided by the total number of EDUs for all RWL customers. To compute the portion of this charge that the Village is responsible for, this fixed cost per EDU is multiplied by the total number of EDUs allocated to the Village in this agreement. The Authority will annually establish the fixed cost per EDU as part of its budget setting process. For EDU based billing to be considered all RWL communities must have consistent processes for determining EDUs and contract capacity allocations cannot include reservations for future expansions.

The Authority shall meet annually with municipalities in December to discuss modifications to the billing system for the following fiscal year.

Section 403. Variable Usage Charge. The Authority will annually establish a rate per

1,000 gallons (Kgal) of water based upon the cost to purchase a Kgal of water.

Section 404. Meter Reading & Billing. The Authority shall take meter readings on the first non-holiday weekday of April, July, October and January in each fiscal year to determine the volume of water delivered to the Village. The Village shall pay the Authority the quarterly service charge, based upon the volume of water delivered through the meter times the 1,000 gallons, plus one quarter of the fixed annual fee within forty-five (45) days after receipt of an invoice thereof.

Section 405. Guarantee of Payment. The Village agrees, represents and warrants that it shall properly and lawfully assess the real property and improvements to users within the Districts and levy taxes or user charges thereon in sufficient amount each year during the term of this Agreement so that sums to be paid hereunder shall be duly provided and paid within such years. Unpaid charges and taxes shall be collected in a timely manner in accordance with applicable laws and include establishment of a lien on the real property within the Village to be levied in the subsequent year.

#### **ARTICLE V – Insurance & Indemnification**

Section 501. Insurance. The Village shall secure and maintain insurance in amounts satisfactory to the Authority against loss or damage to the Authority and its facilities and against public or other liability. All insurance coverages shall be provided by insurers licensed to do business by the State of New York and shall name the Authority as additional insured. The Authority shall secure and maintain insurance satisfactory to the Village and shall name the Village as additional insured on the liability policy.

Section 502. Indemnification.

- a) The Authority hereby agrees to indemnify, defend, save and hold harmless the Village from and against, and to reimburse the Village for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Village arising out of, based upon, resulting from or by reason of any negligence or material breach by the Authority of any of its warranties, representations, covenants or agreements contained.
- b) The Village hereby agrees to indemnify, defend, save and hold harmless the Authority from and against, and to reimburse the Authority for or in respect of any and all losses, damages, deficiencies, liabilities, claims, obligations, expenses, fines, penalties, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, fees and expenses including, without limitation, special, indirect, incidental, and all out-of-pocket expenses of any nature whatsoever, incurred or sustained by the Authority arising out of, based upon, resulting from or by reason of any negligence or material breach by the

Village of any of its warranties, representations, covenants or agreements contained.

Section 503. Limitations of Liability. 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.

#### **ARTICLE VI – Miscellaneous**

Section 601. No Waiver. No failure or forbearance of enforcement by the 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.

Section 602. Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and unenforceable to the fullest extent permitted by law.

Section 603. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties. This agreement supersedes any and all former sewer service agreements between the Village and the Authority.

Section 604. Notices. 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.

Section 605. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the Village and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

ALL OF THE ABOVE is established by the signatures of the authority representatives of the parties.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: \_\_\_\_\_  
Carl E. Farone Jr., Executive Director

VILLAGE OF BROWNVILLE

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ACKNOWLEDGEMENTS

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl E. Farone Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public

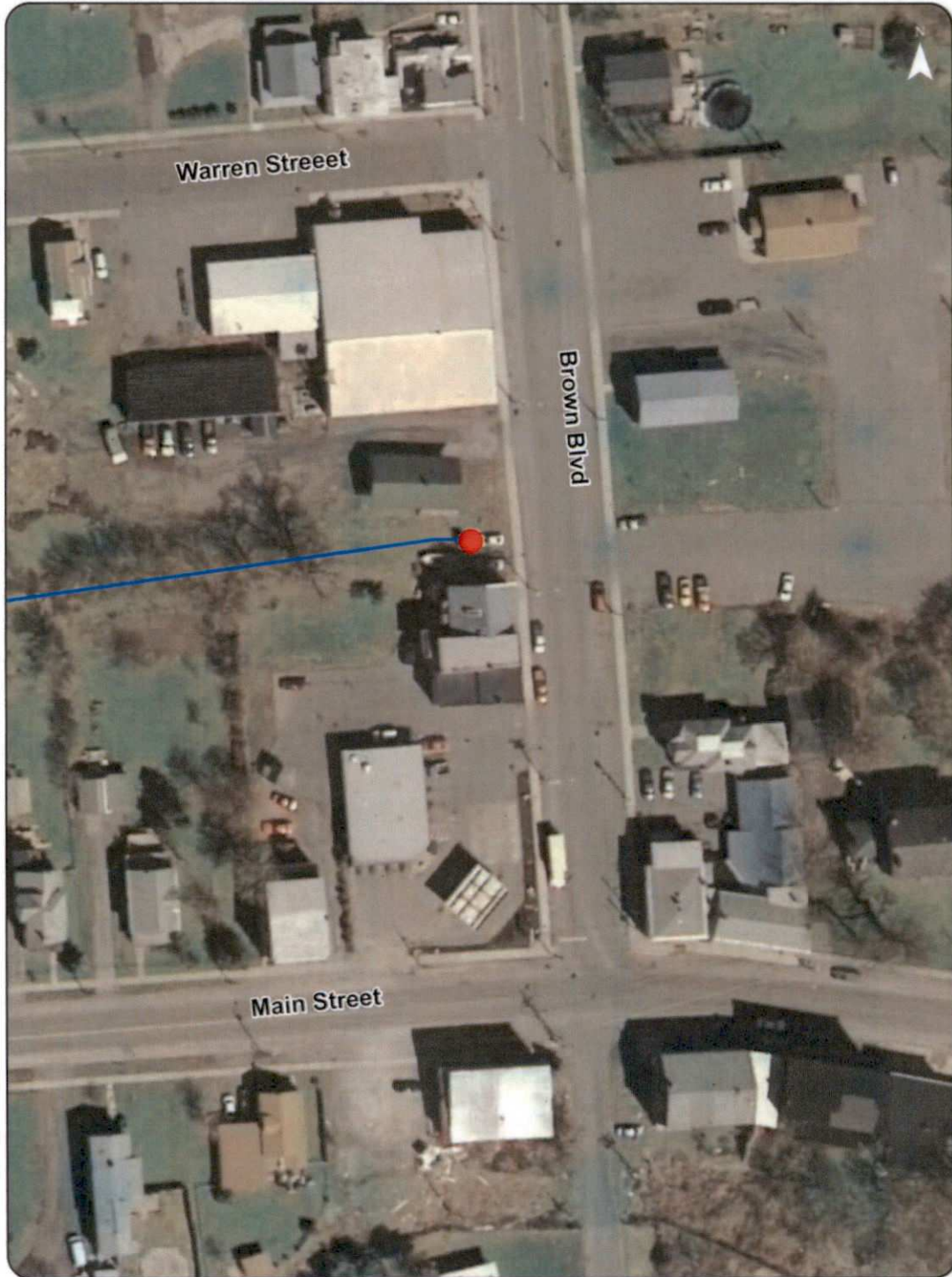
STATE OF NEW YORK )  
ss: )  
COUNTY OF JEFFERSON )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument with full authorization to do so.

\_\_\_\_\_  
Notary Public



## Exhibit B - Village of Brownville



DANC Regional Water Line



Village Meter

Scale 1:1,000

Sources:

1. Field Survey (DANC)
2. Quadrangle Maps (USGS)

This map is intended for display purposes only. For more detailed information, please contact Development Authority of the North Country's Engineering Department (315-782-8661)



**Board Resolution No. 2022-10-91**  
**October 27, 2022**

**ADVOCATE DRUM**  
**FORT DRUM ECONOMIC AND FISCAL IMPACT MODEL**  
**MEMORANDUM OF UNDERSTANDING**

Whereas, Advocate Drum is seeking to update the Fort Drum Economic and Fiscal Impact Model in order to quantify Fort Drum's economic impact on Jefferson, Lewis and St. Lawrence Counties and New York State, and

Whereas, the Development Authority finds the Fort Drum Economic and Fiscal Impact Model an important tool for the community and in its efforts to market the region and apply for grant funding, and

Whereas, an update to the model is needed in order to have the most accurate data regarding Fort Drum's economic impact on the region, and

Whereas, the cost to update the model is \$30,000, and

Whereas, the Development Authority wishes to partner with Advocate Drum for the Fort Drum Economic and Fiscal Impact Model and will work with County partners to maximize the use of the data to the benefit of the region.

Whereas, Advocate Drum and the Authority will contribute \$15,000 each towards the update, and

Now, therefore be it

**RESOLVED, Development Authority of the North Country does hereby commit \$15,000 to Advocate Drum towards the update to the Fort Drum Economic and Fiscal Impact Model from the Administration Budget (Co. 10), and be it further**

**RESOLVED, Development Authority of the North Country does hereby authorize the Executive Director to enter into a Memorandum of Understanding with Advocate Drum detailing the partnership for the Fort Drum Economic and Fiscal Impact Model.**

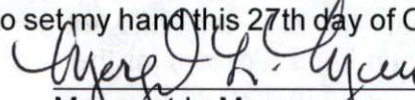
Motion by: M. Hall  
Seconded by: A. MacKinnon

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

\*- indicates attendance via videoconference.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2022-10-91 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 27th day of October, 2022, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 27th day of October, 2022.

  
Margaret L. Murray  
Board Chairperson