



Clayton Local Development Corporation Board:

Jamie Ganter, Acting Chairman
John Slattery, Secretary
Chris Bogenschutz, Asst Sec
John Cooper, Treasurer
Mike Bashaw

Bobby Cantwell
Kylie Peck
Lance Peterson
Christine Powers
Doug Rogers

Jack Stopper
Dennis Weller
Norma Zimmer

Exec Dir: Kristi Dippel

CLDC Annual Meeting December 3, 2020 via Zoom

CLDC ANNUAL MEETING AGENDA

Annual Meeting Items

Nominating Committee Report

- Re-appointment of Board Members
 - Jack Stopper (1/1/2018)
 - Dennis Weller (1/1/2018)
- Board Officer Appointments
- Vacant Board Position Appointments

Committee Chairperson Appointments

Action on Annual Contracts: CIA contract, 2020 Auditor

Goals for 2021

Board Performance Evaluations

Board Acknowledgement of Fiduciary Duty

Old Business

New Business

Clayton LDC Board Members 2020

Ex-officio members	Original Date	Community Position
Doug Rogers	3/1/2016	Planning Board Chair
Lance Peterson	1/1/2019	Town of Clayton Supervisor
Norma Zimmer	12/6/2007	Village of Clayton Mayor
Chris Bogenschutz - Ast Sec	8/5/2004	Clayton Chamber of Commerce
Bobby Cantwell	1/1/2018	Jefferson County Legislature
Mike Bashaw	1/1/2016	TISD Superintendent
Citizen members		
	Original Date	Date of Appointment
Jamie Ganter - Vice Chairman	1/1/2017	1/1/2020
Christine Powers	1/1/2016	1/1/2019
Dr. John Slattery - Secretary	8/13/2002	appointed as citizen member 7/2012, 12/2015, 1/2019
John Cooper - Treasurer	1/1/2016	1/1/2019
Jack Stopper - Chairman	1/1/2018	
Dennis Weller	1/1/2015	1/1/2018
Kylie Peck	1/1/2019	

3 year Board terms

Training required within 12 months of appointment and every 3 years

Training dates and registration at:

<https://www.abo.ny.gov/training/online/training.html>

Clayton LDC 2020

Standing Committees & Positions

Governance Committee

Dennis Weller - Chair
Jamie Ganter
Jack Stopper
Bobby Cantwell
Chris Bogenschutz

Nominating Committee

Christine Powers - Chair
Chris Bogenschutz
John Cooper

Ethics Officer: John Slattery

CLDC Audit Committee

Christine Powers – Chair
Mike Bashaw
Doug Rogers

Loan & Grant Review Committee

Chris Powers - Chair
Doug Rogers
Jamie Ganter
Kylie Peck
Jack Stopper

Advisory Committees

Riverwalk/REDI

Dennis Weller - Chair
Lori Durand
Norma Zimmer
Kristi Dippel

Strategic Planning Committee

Doug Rogers - Chair
Dennis Weller
Jamie Ganter
Christine Powers
John Slattery

DRI Committee

Jamie Ganter - Chair
Bobby Cantwell
Dennis Weller
John Cooper
Jack Stopper
Chris Powers

Under the original agreement dated July 1, 2013, the **CLAYTON IMPROVEMENT ASSOCIATION, LTD. ("CIA")**, and the **CLAYTON LOCAL DEVELOPMENT CORPORATION, INC. ("CLDC")**, have agreed and do agree to the following:

1. The CIA has contracted by Letter Agreement for the services of Kristi Dippel as Executive Director effective January 1, 2021.

2. The CLDC agrees to pay the CIA \$30,000 for the compensation of the Executive Director, in consideration of the services set forth below.

3. The CIA shall submit an invoice in the month following payment to the Executive Director, which invoice for the amount to be reimbursed by the CLDC, pursuant to Paragraph 2, shall be paid within 14 days.

4. The CIA shall supply such administrative and grant writing services as requested by the CLDC, which services shall be performed by CIA employees, including the Executive Director, and under the Executive Director's supervision, in consideration for the compensation reimbursement payment.

5. The Executive Director is an employee-at-will of the CIA, subject to its oversight and supervision. Any concerns with the grant writing services provided under this Agreement, or with the compensation reimbursement terms, shall be addressed between the board presidents.

6. The term of this compensation reimbursement agreement shall be January 1, 2021 to December 31, 2021; either party may terminate on 60-days written notice.

7. Each party agrees to provide advance written notice of at least 60 days if it is not able to support its financial obligation as required pursuant to this contract. At such time, the parties agree to re-negotiate the terms of this contract and discuss the financial implications of one party's default.

8. This writing constitutes the entire agreement between the two agencies, and any changes or modifications to the terms of this Agreement must be in writing and signed by the party charged to be effective.

Michael Pavlot
President
Clayton Improvement Association, LTD.

Jamie Ganter
Acting Chairman
Clayton Local Development Corp.

Date

Date



Leo N. Bonfardeci
David R. Snyder
Scott J. Martin
Maria H. Snyder
David J. Turan
Thomas D. Jenkins
Troy P. Segar

L. Richard Pascarella, Of Counsel
Thomas F. Harrington, Of Counsel

October 27, 2020

To The Board of Directors
Clayton Local Development Corporation
c/o Kristi Dippel, Executive Director
913 Strawberry Lane
Clayton, NY 13624

We are pleased to confirm our understanding of the services we are to provide for Clayton Local Development Corporation for the year ended December 31, 2020.

We will audit the financial statements of Clayton Local Development Corporation, which comprise the statement of financial position as of December 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year ended December 31, 2020, and the related notes to the financial statements (the financial statements). In addition, we will audit the investment report in accordance with Section 2925(3)(f) of the Public Authorities Law, if applicable, for the Public Authorities Reporting Information System ("PARIS").

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of Clayton Local Development Corporation's financial statements. Our report will be addressed to the Board of Directors of Clayton Local Development Corporation. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will

also state that the report is not suitable for any other purpose. If during our audit we become aware that Clayton Local Development Corporation is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Clayton Local Development Corporation's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will prepare the Organization's federal and state information returns for the year ended December 31, 2020 based on information provided by you.

We will assist you and/or management in the calculation of depreciation expense, however, you and/or management shall be responsible for determining the depreciation method, rate, and life of each class of assets and determining salvage value, if any. You and/or management shall be solely responsible for the completeness and accuracy of the related fixed asset and depreciation schedules, its maintenance and retainage.

We will prepare a general ledger trial balance for use during the engagement. Our preparation of the trial balance will be limited to formatting information in the Clayton Local Development Corporation's general ledger into a working trial balance.

We will read and review required policies and online reporting requirements of the New York State Public Accountability Act. Entering of data and documents in "PARIS" will be performed by Clayton Local Development Corporation's staff.

We will also assist in preparing the financial statements and related notes of the Organization in conformity with U.S. generally accepted accounting principles based on information provided by you. In addition, we will assist in preparing the investment report, if applicable, for "PARIS".

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities and helping to ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Organization is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the tax services, financial statements, related notes, investment report (if applicable), depreciation expense calculation, review of online reporting requirements of the New York State Public Accounting Act, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the tax services, investment report (if applicable), financial statement preparation services, assistance in the calculation of depreciation expense, online reporting requirements of the New York State Public Accountability Act, and any other nonattest services we provide; you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice. Should you decide that it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

We understand that your employees will authorize all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of DiMarco, Abiusi & Pascarella, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Authorities Budget Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiMarco, Abiusi & Pascarella, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Authorities Budget Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Maria Snyder is the engagement partner and is responsible for supervising the engagement and signing the reports and information returns or authorizing another individual to sign them. We expect to begin our audit on approximately the week of January 20, 2021 and to complete your information returns and issue our report no later than March 15, 2021.

Our fee for these services is \$5,250. Our invoice for these fees will be rendered when the work is completed. If we anticipate significant additional time due to circumstances beyond our control, we will discuss it with you before incurring the additional time.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract when requested by you. Our 2017 peer review report and letter of comment accompanies this letter.

We appreciate the opportunity to be of service to Clayton Local Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

Sincerely,

DIMARCO, ABIUSI & PASCARELLA, P.C.

DiMarco, Abiusi & Pascarella, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the Clayton Local Development Corporation.

Officer Signature: _____

Date: _____



Report on the Firm's System of Quality Control

January 30, 2018

To the Shareholders of DiMarco, Abiusi & Pascarella, CPAs, P.C.
and the Peer Review Committee of the New York State Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of DiMarco, Abiusi & Pascarella, CPAs, P.C. (the firm) in effect for the year ended August 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of DiMarco, Abiusi & Pascarella, CPAs, P.C. in effect for the year ended August 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. DiMarco, Abiusi & Pascarella, CPAs, P.C. has received a peer review rating of *pass*.

Clark, Schaefer, Hackett & Co.

Certified Public Accountants

CLDC GOALS FOR 20210

1. Work with the Village of Clayton, the Town of Clayton and local businesses to submit a viable applications to appropriate NYS and federal funding opportunities, to include the 20210 NYS Downtown Revitalization Initiative (DRI) program if available.
2. Continue to collaborate with the Village of Clayton, NYDOT, National Grid and local business owners to work toward s completing the undergrounding utilities project along Riverside Drive to improve aesthetics and help boost tourism.
3. Support local businesses during the Historical District Infrastructure project, continuing to work with Jefferson County LDC on a small business loan program.
4. Continuing to work with local agencies and municipalities to expand and connect the local trail and walkway system, to include the Sissy Danforth Trail and Clayton Riverwalk.
5. Explore additional revenue generating activities to ensure the future sustainability of the CLDC.
6. Continue to update the recently approved Strategic Plan to accurately reflect the needs of the community and organization.
7. Continue to explore ways the LDC can support neighboring municipalities to strengthen the overall Thousand Islands region. Should we keep this one?
8. Actively work with the Town and Village to assure any development is consistent with the recently completed Comprehensive Plan. Should we keep this one?
9. Support the Village of Clayton in the implementation of the Resiliency Economic Development Initiative (REDI) program and FEMA funds that impact the shoreline.

Confidential Evaluation of Board Performance

Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
Board members have a shared understanding of the mission and purpose of the Authority.				
The policies, practices and decisions of the Board are always consistent with this mission.				
Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.				
The Board has adopted policies, by-laws, and practices for the effective governance, management and operations of the Authority and reviews these annually.				
The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission.				
The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.				
Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.				
Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements, and other transactions.				
The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete.				
The Board knows the statutory obligations of the Authority and if the Authority is in compliance with state law.				
Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.				
Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.				
Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.				
The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.				
The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur.				
Board members demonstrate leadership and vision and work respectfully with each other.				

Date Completed: _____



Acknowledgement of Fiduciary Duties and Responsibilities

As a member of the Authority's board of directors, I understand that I have a fiduciary obligation to perform my duties and responsibilities to the best of my abilities, in good faith and with proper diligence and care, consistent with the enabling statute, mission, and by-laws of the Authority and the laws of New York State. The requirements set forth in this acknowledgement are based on the provisions of New York State law, including but not limited to the Public Authorities Reform Act of 2009, Public Officers Law, and General Municipal Law. As a member of the board of directors:

I. Mission Statement

I have read and understand the mission of the Authority; and the mission is designed to achieve a public purpose on behalf of the State of New York. I further understand that my fiduciary duty to this Authority is derived from and governed by its mission.

I agree that I have an obligation to become knowledgeable about the mission, purpose, functions, responsibilities, and statutory duties of the Authority and, when I believe it necessary, to make reasonable inquiry of management and others with knowledge and expertise so as to inform my decisions.

II. Deliberation

I understand that my obligation is to act in the best interests of the Authority and the People of the State of New York whom the Authority serves.

I agree that I will exercise independent judgment on all matters before the board.

I understand that any interested party may comment on any matter or proposed resolution that comes before the board of directors consistent with the laws governing procurement policy and practice, be it the general public, an affected party, a party potentially impacted by such matter or an elected or appointed public official. However, I understand that the ultimate decision is mine and will be consistent with the mission of the Authority and my fiduciary duties as a member of the Authority's board of directors.

I will participate in training sessions, attend board and committee meetings, and engage fully in the board's and committee's decision-making process.

III. Confidentiality

I agree that I will not divulge confidential discussions and confidential matters that come before the board for consideration or action.

IV. Conflict of Interest

I agree to disclose to the board any conflicts, or the appearance of a conflict, of a personal, financial, ethical, or professional nature that could inhibit me from performing my duties in good faith and with due diligence and care.

I do not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of my duties in the public interest.

Signature:

Print Name:

Authority Name:

Date:
