



**Board Resolution No. 2025-02-30
May 29, 2025**

**RECOGNIZING THE SERVICE OF BRUCE ARMSTRONG
TO THE NORTH COUNTY HOME CONSORTIUM**

Whereas, the North Country HOME Consortium was created in 1993 to receive and administer funds to assist with owner-occupied rehabilitation, rental rehabilitation and homebuyer assistance to improve the housing stock in Jefferson, Lewis and St. Lawrence counties, and

Whereas, the Development Authority of the North Country serves as administrator of the HOME program funds on behalf of the Consortium, and

Whereas, the North Country HOME Consortium has been awarded a total of \$34,707,101 over the last 30 years, which has assisted in the improvement of over 2,008 housing units in the tri-county region, and

Whereas, this unique rural consortium along with housing partners and municipalities has significantly contributed to the improvement of the regional housing stock, and

Whereas, Bruce Armstrong was an original member of the consortium's Administrative Board and has contributed greatly to the success of the HOME program with his knowledge and expertise.

Now, therefore be it

RESOLVED, that the Board of Directors of the Development Authority of the North Country hereby formally recognizes and extends a sincere appreciation to Bruce Armstrong for his 30 years of dedicated and impactful service in improving housing throughout the North Country. His steadfast commitment and leadership through the North Country HOME Consortium have contributed to the well-being of many individuals and communities across the region.

Carl E. Farone, Jr.
Executive Director

Margaret L. Murray
Board Chair



**Board Resolution No. 2025-02-31
May 29, 2025**

**RECOGNIZING THE SERVICE OF KENT BURTO
TO THE NORTH COUNTY HOME CONSORTIUM**

Whereas, the North Country HOME Consortium was created in 1993 to receive and administer funds to assist with owner-occupied rehabilitation, rental rehabilitation and homebuyer assistance to improve the housing stock in Jefferson, Lewis and St. Lawrence counties, and

Whereas, the Development Authority of the North Country serves as administrator of the HOME program funds on behalf of the Consortium, and

Whereas, the North Country HOME Consortium has been awarded a total of \$34,707,101 over the last 30 years, which has assisted in the improvement of over 2,008 housing units in the tri-county region, and

Whereas, this unique rural consortium along with housing partners and municipalities has significantly contributed to the improvement of the regional housing stock, and

Whereas, Kent Burto was an original member of the consortium's Administrative Board and has contributed greatly to the success of the HOME program with his knowledge and expertise.

Now, therefore be it

RESOLVED, that the Board of Directors of the Development Authority of the North Country hereby formally recognizes and extends a sincere appreciation to Kent Burto for his 30 years of dedicated and impactful service in improving housing throughout the North Country. His steadfast commitment and leadership through the North Country HOME Consortium have contributed to the well-being of many individuals and communities across the region.

Carl E. Farone, Jr.
Executive Director

Margaret L. Murray
Board Chair



Board Resolution No. 2025-05-32
May 29, 2025

OFFICE SPACE LEASE
ST. LAWRENCE COUNTY
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Whereas, **Resolution No. 2022-03-25** authorized the Authority's Executive Director to enter into an agreement with the St. Lawrence-Lewis BOCES (BOCES) to lease private office space in the BOCES facilities located in Canton, New York, and

Whereas, the Authority's numerous municipal contractual agreements and projects throughout St. Lawrence County support the need for a physical presence in St. Lawrence County and such space has been beneficial to operations, and

Whereas, the current lease between the Development Authority and the BOCES expires on May 31, 2025, and

Whereas, the BOCES has agreed to enter into a new three-year lease agreement for three offices under the same terms and conditions as the expiring lease.

Now, therefore be it

RESOLVED, the Development Authority of the North Country hereby authorizes the Authority's Executive Director to enter into an agreement with St. Lawrence-Lewis BOCES to lease office space suitable to the Authority's needs and said office will be housed in St. Lawrence-Lewis BOCES facilities located in Canton, New York.

Motion by: A. MacKinnon

Seconded by: D. Mastascusa

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

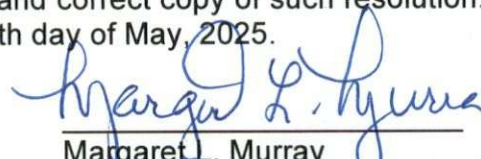
McGrath – **Present***

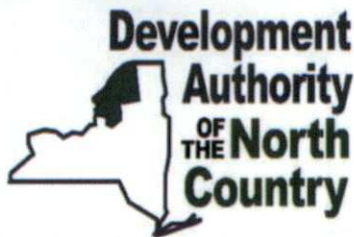
* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-32 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.


Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-05-33
May 29, 2025

MEMORANDUM OF AGREEMENT
STATE OF NEW YORK, THE NORTHERN BORDER REGIONAL COMMISSION,
AND THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Whereas, the Northern Border Regional Commission (NBRC) was established by Congress in 2008 to improve the economies of the region through investments in; infrastructure necessary to support private investment, workforce development to meet the needs of transitioning business sectors, and community development that revitalizes the economies of the region's traditional downtowns, and

Whereas, the Development Authority of the North Country is one of the Local Development Districts (LDD) serving New York municipalities. As the LDD for Jefferson, Lewis, St. Lawrence, and Franklin counties, the Authority provides services to local municipalities, area non-profits, and other regional organizations, and

Whereas, the NBRC would like the LDDs to work with potential project leaders and organizations, focusing on geographical locations that have seen little to no NBRC investment, to include project ideation, project development, and identifying funding opportunities for potential projects by providing tailored technical assistance in the project generation area, including but not limited to:

- Community engagement and buy in; alignment of impacted/involved communities
- Project leadership identification and training, including supporting municipal leaders with best practices or key strategies for gaining public support and building or growing partnerships for project completion.
- Assist potential applicants with understanding common federal mandates such as, eligibility requirements, reimbursement requests, NEPA process, Buy America Build America, property ownership and other key issues
- Assessing the funding landscape and assisting potential applicants with developing budgets
- Project implementation plan
- General feasibility assessment
- Offer one-on-one or group meetings to potential applicants to demonstrate connection of project to regional and State initiatives.
- Guidance during NBRC Distress Criteria release, preapplication, and application phase of grant rounds
- Provide grant writing services for potential NBRC applicants **only to eligible entities that fit the following criteria:**
 - Communities who have never received NBRC funding
 - Communities under 5,000 population (or, for nonprofit entities, those projects that will focus on communities under 5,000 population)
 - Non-service center communities
 - Nonprofit entities without in-house dedicated grant writing capacity
 - Tribal entities, and

Whereas, in addition to technical assistance services, the Authority will participate in training and development opportunities where relevant to increase staff capacity, network and increase knowledge of best practices for project generation in their service area and across the state. These activities may include:

- Attendance at NBRC information sessions and other federal trainings and peer learning opportunities that align with federal funding requirements to maintain understanding of compliance to reduce investment risk.
- Host NBRC and State of New York during at least two CEDS committee and/or other relevant committee meetings.
- Initiate regularly scheduled check-ins with NBRC and/or State of New York, as needed, to allow for process improvements and iterative feedback on capacity building and project generation
- Participate in an annual debrief exercise with the State of New York and NBRC, by December 31st of each year, to include:
 - Written feedback on the processes and specific work items contained in this MOA, with particular attention to what worked well and what could be improved for next year. To include specific projects as examples.
 - Required participation in a meeting with the State of New York and NBRC to review feedback shared in the first bullet above
 - Provide feedback through a detailed annual report, submitted to the State of New York and NBRC by December 1st, and

Whereas, the NBRC will enter into a MOA with the Authority to provide these services annually, and will reimburse the Authority for these services.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director to negotiate and enter into a Memorandum of Agreement annually with the Northern Border Regional Commission and the State of New York to provide Technical Services and staff support for the administration of the Authority's duties as a Local Development District in Jefferson, Lewis, St. Lawrence and Franklin counties as identified above.

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

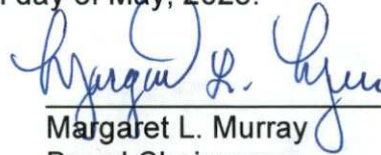
McGrath – **Present***

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-33 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-05-34
May 29, 2025

**MATERIALS MANAGEMENT FACILITY
STATE ENVIRONMENTAL QUALITY REVIEW ACT DETERMINATION
LEACHATE PRE-TREATMENT STUDY**

Whereas, the Development Authority of the North Country (Authority) was awarded a grant from the New York State Environmental Facilities Corporation (EFC) through the 2025 Bipartisan Infrastructure Law – Emerging Contaminants (BIL-EC) Program to complete the planning and design of an on-site leachate pre-treatment system at the Materials Management Facility, and

Whereas, New York State Department of Environmental Conservation (DEC) has identified PFAS/PFOAs to be an emerging contaminant eligible for funding through the EFC BIL-EC funding program and landfill leachate is a major contributor to PFAS/PFOAs in biosolid when treated, and

Whereas, the Authority will complete a feasibility study to evaluate options for on-site leachate treatment and disposal to address PFAS/PFOAs in leachate treatment, and

Whereas, there is no defined construction scope and this phase of the project is study phase only. The proposed study will evaluate the feasibility options for future design. The study meets the following Type II classification under 6 NYCRR 617.5(c)(24) of the State Environmental Quality Review Act (SEQRA): “information collection, including basic data collection and research; water quality and pollution studies, traffic counts, engineering studies; surveys; subsurface investigations; and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action”, and

Whereas, since the proposed action meets the Type II Action classifications listed under 6 NYCRR 617.5 (c)(24), the proposed engineering study work can be formally classified as Type II under the SEQRA and it can be further determined that the proposed action is not anticipated to have a significant impact on the environment.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby determine that the Leachate Pre-treatment Study project is a Type II Action, and will not have a significant adverse impact on the environment, and therefore, no Environmental Impact Statement needs to be prepared and no further action with regard to the SEQRA is required.

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

Voting:

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

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

Murray – **Yes**
Virkler – **Yes**

Non-Voting:

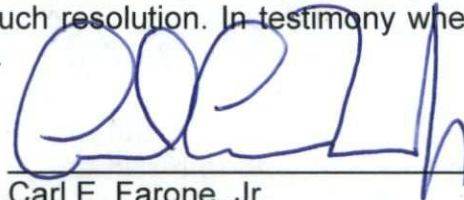
Henry – **Absent**
Hunt – **Present**
McGrath – **Present***

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Executive Director of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-34 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Carl E. Farone, Jr.
Executive Director



Board Resolution No. 2025-05-35
May 29, 2025

CAPITAL PROJECT BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION
STAGE V CLOSURE

Whereas, pursuant to **Resolution No. 2022-02-10** the Development Authority of the North Country (Authority) established a \$2,327,000 multi-year Closure Stage V capital project budget for FY 2023 to design and construct 7.5 acres of final capping and expand the Landfill Gas (LFG) collection system with additional extraction wells and associated piping (Project 20205); as required by the Authority's New York State Department of Environmental Conservation Part 360 Operating Permit, and

Whereas, pursuant to **Resolution No. 2024-02-07** Project 20205 was increased by \$6,673,000 to \$9,000,000 based upon the constructed area of final capping increasing to 21.5 acres, and

Whereas, pursuant to **Resolution No. 2025-02-07** Project 20205 was increased by \$1,450,000 to \$10,450,000 to address additional LFG improvements identified during the final design of the project, and

Whereas, the Development Authority retained a consulting engineer to design such project, and

Whereas, the project was competitively bid under one contract in accordance with the Authority's procurement process, and

Whereas, two bids were received, the lowest bid being \$14,980,924.89 from Zoladz Construction Inc., which exceeded the Authority's authorized budget of \$10,450,000, and

Whereas, in accordance with the Authority's Invitation for Bid (IFB) bid item numbers 16, 19, 20, 23, 24, 29, 30, and 31 were removed or adjusted and, upon consultation with the Board, a Notice of Award was issued to Zoladz Construction Inc. in the amount of \$9,953,721.60, and

Whereas, upon further review, the revised project cost to complete the Stage V Closure (Project 20205) is estimated to be \$13,625,000, which includes consulting engineering, construction, and 5% contingency, and

Whereas, the Materials Management Closure Reserve has sufficient funding to fund such additional capital costs.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Materials Management Division Capital Budget for the FYE 2026 Stage V Closure (Project 20205) to increase the budget from \$10,450,000 to \$13,625,000, and be it further

RESOLVED, that such increase shall be funded from the Closure Reserve.

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

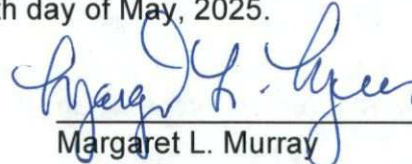
McGrath – **Present***

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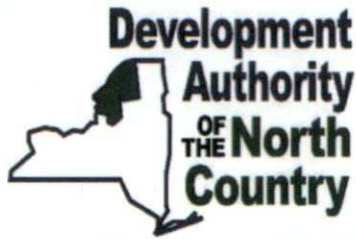
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DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-35 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-05-36
May 29, 2025

MEMORANDUM OF UNDERSTANDING AMENDMENT NO. 1
THE UNITED STATES ARMY GARRISON, FORT DRUM, NEW YORK
THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
MANAGEMENT OF SOLID WASTE, RECYCLABLES AND SCRAP MATERIALS

Whereas, pursuant to **Resolution No. 2017-03-38**, the Development Authority of the North Country (Authority) and the U.S. Army Fort Drum Garrison Command entered into a Memorandum of Understanding for the purpose of increasing waste diversion from the regional landfill, and

Whereas, the development of waste diversion programs benefits the U. S. Army Garrison at Fort Drum and the Authority's regional efforts to increase waste diversion in accordance with the Local Solid Waste Management Plan for the Planning Unit (Jefferson, Lewis, and St. Lawrence counties), and

Whereas, the initial Memorandum of Understanding (MOU) will expire June 27, 2025, and

Whereas, the Authority and the U.S. Army Fort Drum Garrison Command recognize the benefits of this MOU and wish to extend the term of the agreement.

Now, therefore be it

RESOLVED, Development Authority of the North Country does hereby authorize the Executive Director to negotiate and enter into Amendment No. 1 to the Memorandum of Understanding detailing the partnership between Fort Drum and the Authority to increase waste diversion for the Planning Unit.

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**


McGrath – **Present***

* - indicates attendance via videoconference.

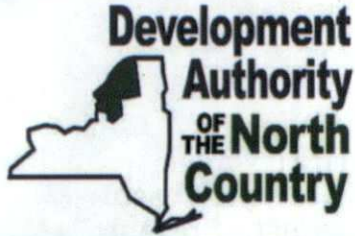
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DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-36 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Margaret L. Murray
Board Chairperson



Board Resolution No. 2025-05-37
May 29, 2025

**TECHNICAL SERVICES AGREEMENT
VILLAGE OF MALONE
LEACHATE PRETREATMENT PROJECT PILOT PHASE**

Whereas, pursuant to **Resolution No. 2017-08-89** the Development Authority of the North Country (Authority) and the Village of Malone (Village) entered into an Agreement dated January 3, 2018 to provide Water Quality Technical Services for the Village's Wastewater Treatment Facilities, and

Whereas, pursuant to **Resolution No. 2020-02-08** the Authority expanded its services to provide Operator of Record and Management Services for the Village's Water Treatment Facility, and

Whereas, pursuant to **Resolution No. 2023-10-82** the Authority expanded its services to provide Management Services for the Village's Water and Wastewater Facilities, and

Whereas, pursuant to **Resolution No. 2024-10-79** the Authority expanded its services to provide additional operator and maintenance services, and

Whereas, the Village was awarded funding in the amount of \$14.5 Million dollars from the New York State Environmental Facilities Corporation (EFC) Project No. C5-5579-03-00 to install a leachate pretreatment facility, and

Whereas, the Village will install a leachate pretreatment pilot system prior to final design and construction, and

Whereas, the Village has requested the Authority provide additional operator and maintenance services for a leachate pretreatment pilot program, which will be an eligible project expense, and

Whereas, the Authority provided the Village with a proposal for Operations, Maintenance and Management Services for the pilot for a period of 3 months at an amount not to exceed \$14,000

Now, therefore be it

RESOLVED, that the attached Technical Services Agreement, by and between the Authority and the Village, is hereby approved. The Executive Director is hereby authorized and directed to negotiate an agreeable start date to commence such services and to execute said Agreement.

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

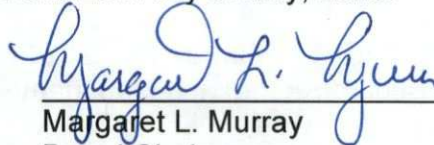
McGrath – **Present***

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DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-37 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Margaret L. Murray
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
TECHNICAL SERVICES AGREEMENT FOR
LEACHATE PRETREATMENT PROJECT PILOT PHASE**

**WITH THE
VILLAGE OF MALONE**

This Agreement entered into this ____ day of _____ 2025, by and between:

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

And

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

Recitals

- A. The Village was awarded \$14.5 Million dollars to install a leachate pretreatment facility from the New York State Environmental Facilities Corporation (EFC), Project Number C5-5579-03-00.
- B. As part of the project, the Village will install and operate a pilot leachate pretreatment facility at its wastewater treatment facility.
- C. The Pilot will require setup, daily operation and maintenance, sampling, and shutdown.
- D. The Pilot is expected to be on site and operational for 3 months.
- E. The Village has determined that the Authority is qualified and equipped to perform these services, and desires to engage the Authority for such services.
- F. The Village has requested technical services from the Authority to assist the Village with these services. At its Board meeting held on _____, the Board approved the Authority to perform these services. **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 will be performed by the Authority is as follows:
 - a. Unloading Pilot Equipment:

Authority operators will provide assistance unloading the Pilot equipment.
 - b. Training:

The Authority operators will attend training on the O&M of the Pilot.
 - c. Clean In Place (CIP):

Authority operators will perform a CIP every other week.
 - d. Sampling:

Authority operators will monitor pH, temperature, and perform a 30-minute settleometer test daily. Total Suspended Solids (TSS), Biochemical Oxygen Demand (BOD), and Ammonia will be sampled 2 times a week for the first four weeks of operation. TSS, BOD, Ammonia, and PFAS will be sampled 1 time a week for the next 8 weeks. Chemical Oxygen Demand (COD), Total Kjeldal Nitrogen (TKN), Total Dissolved Solids (TDS), Total Phosphorous, Fecal Coliform, and UV transmittance will be sampled bi-weekly during the final 8 weeks. Sampling will be in accordance with Tables 4-1 and 4-2 of the Pilot Testing Plan prepared for the Village by Barton & Loguidice.
 - e. Hot and Cold Water Connection:

Authority operators will install a hot and cold water connection for the Pilot.
 - f. Shutdown:

Authority operators will assist in shut down and removal of the Pilot.
2. The Village shall pay the Authority for services at the labor hour burdened rate for the specific job classification performing the services (see Table 1) The Authority issues an updated rate table annually on April 1. The total cost of this work would not exceed \$14,000. This agreement will terminate when the scope of services is completed or at which time the Village elects to discontinue services. The Authority shall bill monthly upon invoices properly itemized and supported, and payment thereof shall be made by the Village within 30 days of receipt of each invoice.

TABLE 1

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

3. The Village shall provide the reasonable support services of its attorney, Clerk and other staff as appropriate to assist in implementing the project.
4. The Authority shall carry general public liability insurance in the customary amounts and coverages maintained on its general operations, and shall name the Village as additional insured on the liability policy.
5. 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.
6. The Village will at all times indemnify and save harmless the Authority against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Village, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance or negligent acts or omissions of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by 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.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

VILLAGE OF MALONE

By: _____

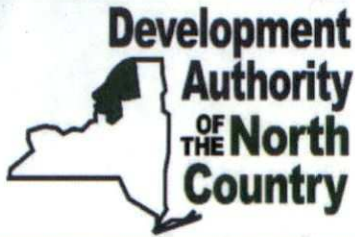
By: _____

Carl E. Farone, Jr.
Executive Director

Andrea Dumas
Village of Malone Mayor

Date: _____

Date: _____



Board Resolution No. 2025-05-38
May 29, 2025

**ANNUAL REPORT
CREEK WOOD HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS**

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service, as required, and

Whereas, the Authority has received the attached Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, no other business would be conducted at the Annual Meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

RESOLVED, that the existing directors of the HDFC effective May 29, 2025, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

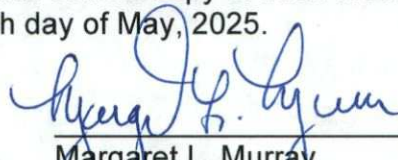
McGrath – **Present***

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-38 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



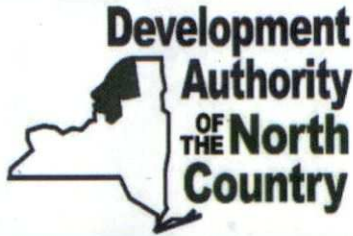
Margaret L. Murray
Board Chairperson

Creek Wood Housing Development Fund Company

Annual Report

May 29, 2025

As of May 16, 2025, the project had 93.75% occupancy. The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2024.



Board Resolution No. 2025-05-39
May 29, 2025

ANNUAL REPORT
CREEK WOOD II HOUSING DEVELOPMENT FUND COMPANY, INC.
WAIVING THE ANNUAL MEETING
APPOINTING DIRECTORS

Whereas, the Development Authority of the North Country is the Sole Member of the Creek Wood II Housing Development Fund Company, Inc. (the "HDFC"), and

Whereas, the tax return of the HDFC was completed and submitted to the Internal Revenue Service, as required, and

Whereas, the Authority has received the attached Annual Report of the operations for the HDFC for the last fiscal year (the "Annual Report"), and

Whereas, no other business would be conducted at the Annual Meeting of the HDFC.

Now, therefore be it

RESOLVED, the Development Authority of the North Country, as Sole Member of the HDFC, accepts the Annual Report, and further be it

RESOLVED, that the Annual Meeting of the HDFC is hereby waived by written consent, and further be it

RESOLVED, that the existing directors of the HDFC effective May 29, 2025, shall continue in office until the next Annual Meeting. As such, the directors are Thomas H. Hefferon (Chair), Dennis Mastascusa (Vice Chair), Carl E. Farone Jr. (Treasurer), and Michelle L. Capone (Secretary).

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa - **Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

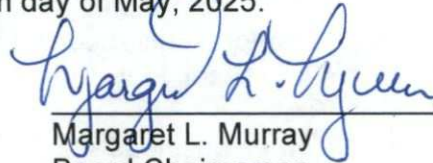
McGrath – **Present***

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-39 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 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



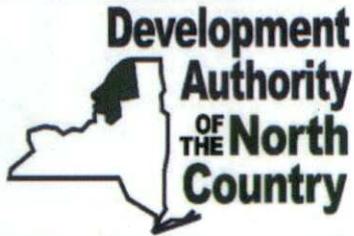
Margaret L. Murray
Board Chairperson

Creek Wood II Housing Development Fund Company

Annual Report

May 29, 2025

As of May 16, 2025, the project had a 94.23% occupancy rate. The Authority lent \$3.25 million to the project, which includes a suballocation of \$3 million from Empire State Development. The tax returns for the HDFC were submitted in 2024.



Board Resolution No. 2025-05-40
May 29, 2025

ECONOMIC DEVELOPMENT FUND
JEFFERSON COUNTY HISTORICAL SOCIETY
LOAN EXTENSION

Whereas, **Resolution No. 2021-06-95** authorized a loan of up to \$285,000 from the Economic Development Fund to the Jefferson County Historical Society to bridge New York State grant funding for improvements to their facility in Watertown, and

Whereas, **Resolution No. 2023-12-92** extended the loan for an additional 4-months to April 1, 2024, and

Whereas, **Resolution No. 2024-06-52** extended the loan for an additional 6-months to October 1, 2024, and

Whereas, **Resolution No. 2024-10-77** extended the loan for an additional 6-months to April 1, 2025, and

Whereas, the Authority has a participation loan with the Watertown Local Development Corporation which is also providing \$285,000 in construction financing, and

Whereas, the Authority is the lead lender, and

Whereas, the combined outstanding principal balance is \$84,832.70, and

Whereas, the Jefferson County Historical Society has completed their project and is awaiting final disbursements from New York State for its grants, and

Whereas, the Jefferson County Historical Society has requested an additional 9-month extension of this loan to mature December 1, 2025, and

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

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby extend the term of the Jefferson County Historical Society loan for an additional 9 months subject to the attached Term Sheet.

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

Voting:

Bibbins – **Yes***

Doheny – **Yes***

Hall – **Yes**

Hefferon – **Yes**

MacKinnon – **Yes**

Mastascusa – **Yes**

Murray – **Yes**

Virkler – **Yes**

Non-Voting:

Henry – **Absent**

Hunt – **Present**

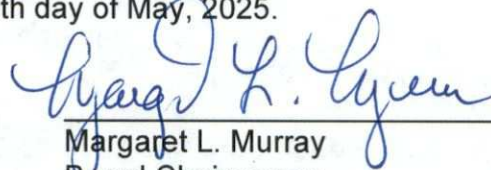
McGrath – **Present***

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2025-05-40 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 29th day of May, 2025, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 29th day of May, 2025.



Margaret L. Murray
Board Chairperson

TERM SHEET

Borrower: Jefferson County Historical Society

Loan Fund: Economic Development Fund

Loan Amount: up to \$285,000.00

Term: 24 months, or upon receipt of the final grant funds,
whichever occurs first
(Matures December 1, 2025 with this Loan Extension)

Rate: 1.5%, construction interest-only

Payment: Monthly interest-only

Collateral: Assignment of grant proceeds

Conditions: Watertown Local Development financing of \$285,000