Development Authority of the North Country

Board Resolution No. 2026-06-48

June 25, 2026

APPROVING AUDITED FINANCIAL STATEMENTS, SINGLE AUDIT, AGREED UPON PROCEDURES, AND REPORT ON INVESTMENTS FOR FISCAL YEAR ENDING MARCH 31, 2026

Whereas, the Development Authority of the North Country appointed the accounting firm of EFPR CPAs, PLLC, to audit its financial statements, complete a Single Audit, perform Agreed Upon Procedures related to the Regional Water Line and Report on Compliance with Laws Related to Investment Guidelines of the Authority as of and for the year ended March 31, 2026, and

Whereas, EFPR CPAs, PLLC, has completed all necessary procedures in compliance with Generally Accepted Auditing Standards and have issued an unmodified opinion on the financial statements, and

Whereas, EFPR CPAs, PLLC, has completed all necessary procedures in compliance with; 1) auditing standards generally accepted in the United States of America, 2) Government Auditing Standards, and 3) Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and have issued an unmodified opinion on the Single Audit, and

Whereas, EFPR CPAs, PLLC, has conducted the Agreed-Upon Procedures engagement on the Authority's Regional Water Line in accordance with attestation standards established by the American Institute of Certified Public Accountants, and reported no exceptions, and

Whereas, EFPR CPAs, PLLC, has prepared an Independent Auditor's Report on Compliance with Laws and Regulations Related to Investment Guidelines for Public Authorities, and reported that with respect to the items tested, the Authority complied in all material respect with its investment policy as well as the applicable State Comptroller's Investment Guidelines for Public Authorities, and

Whereas, the Audit Committee of the Authority Board has reviewed the Audited Financial Statements, Single Audit, Agreed Upon Procedures and Report on Investments as of and for the year ending March 31, 2026 and recommends acceptance to the Board.

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

RESOLVED, that the Development Authority of the North Country does hereby accept the Audited Financial Statements, Single Audit, Agreed Upon Procedures and Report on Investments, as of and for the fiscal year ended March 31, 2026.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - 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. 2026-06-48 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-06-49
June 25, 2026

APPROVING THE ASSESSMENT OF THE EFFECTIVENESS OF INTERNAL CONTROLS DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY FISCAL YEAR ENDING MARCH 31, 2026

Whereas, pursuant to Section 2800(9) of New York State Public Authorities Law, the Development Authority of the North Country shall prepare an Assessment of the Effectiveness of its Internal Controls structure and procedures, and

Whereas, Executive Management has prepared the attached Assessment of the Effectiveness of Internal Controls for Fiscal Year 2026 and recommends approval of such Assessment, and

Whereas, the Audit Committee has reviewed Executive Management's recommendation and concurs with the recommendation.

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

RESOLVED, that the Development Authority of the North Country does hereby approve the attached Assessment of the Effectiveness of Internal Controls of the Development Authority of the North Country, for the fiscal year ending March 31, 2026.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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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. 2026-06-49 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

Assessment of the Effectiveness of Internal Controls

Fiscal Year Ending March 31, 2026

It is the policy of the Authority to prepare its financial statements in conformity with accounting principles generally accepted in the United States of America as set forth by the Governmental Accounting Standards Board for proprietary funds. We accomplish this by adhering to the Development Authority's Accounting Manual, which documents and outlines a system of internal controls which is developed to reduce fraud and abuse and to produce financial statements on a consistent basis.

The Development Authority of the North Country has developed an Accounting Manual, which documents the principles, policies and procedures governing the Authority's accounting practices.

The principles, policies and procedures provide:

- A foundation for a system of internal controls
- Guidance in current financial activities
- Criteria for decisions on appropriate accounting treatment.
- Accounting staff with direction and guidance in connection with those accounting transactions, procedures, and reports that should be uniform throughout the Authority.

When consistently applied throughout the Authority, these principles and policies assure that the various financial statements issued by the Authority accurately reflect the results of the Authority's operations.

Internal controls provide a system of checks and balances intended to identify irregularities, prevent waste, fraud and abuse from occurring, and assist in resolving discrepancies that are accidentally introduced into the operations of the business. Examples of internal controls implemented at the Development Authority are as follows:

- Dual signatures are required for disbursements in excess of $15,000
- Requisitions and purchase orders must be authorized prior to encumbering Development Authority funds. Invoices received must be authorized prior to payment.
- Employee reimbursements are appropriately documented, approved by the employee's supervisor and audited by Compliance staff prior to payment.
- Bank accounts are reconciled monthly and are reviewed and approved by the Comptroller.
- Accounting functions are divided among employees so that the work of one employee complements and acts as a check on the work of another.

The system of internal controls of the Development Authority are monitored on a continual basis by the Chief Financial Officer and audited by Compliance staff who report the results of such audits to the Executive Director.

On an annual basis, the financial statements of the Development Authority are audited by an independent CPA firm. While the auditors were not engaged to perform an audit of internal controls, the auditors did not identify any deficiencies in internal control that they considered to be a control deficiency, significant deficiency, or material weaknesses during the audit for the fiscal year ended March 31, 2026.

In summary, the present internal control structure of the Development Authority is sufficient to meet the internal control objectives that pertain to the prevention and detection of fraud, errors and irregularities in the financial reporting of the Development Authority.

Development Authority of the North Country

Board Resolution No. 2026-06-50
June 25, 2026

APPROVING ANNUAL BOND SALES REPORT
FISCAL YEAR ENDING MARCH 31, 2026

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

Whereas, the Authority's Bond Sale Policy requires that the Authority shall annually prepare and approve a Bond Sales Report. The Bond Sales Report shall include the results of any Bond Sales during the year, to include Underwriter's Compensation, Net Interest Cost, and the Method of Sale.

Whereas, Executive Management has reviewed and recommends approval of the Annual Bond Sales Report for the fiscal year ending March 31, 2026, as attached, and

Whereas, the Audit Committee has reviewed Executive Management's recommendation and concurs with the recommendation.

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

RESOLVED, that the Development Authority of the North Country hereby approves the Annual Bond Sales Report for the fiscal year ending March 31, 2026, attached hereto and incorporated in this Resolution.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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[+] - 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. 2026-06-50 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country
Annual Bond Sales Report
Fiscal Year Ended March 31, 2026

Issuances

Bond Issue	*Date Issued*	*Amount*	*Net Interest Cost*	True Interest Cost	*Underwriter Compensation*	*Method of Sale*	*Maturity*
N/A							

Outstanding Bonds as of March 31, 2026

Bond Issue	*Balance @ 3/31/26*	*Maturity*
Series 2019 SWMF Revenue Bonds	$ 9,110,000	2044
Series 2015 SWMF Revenue Bonds	$ 5,855,000	2040
Series 2025A Fort Drum Water System Revenue Bonds	$ 6,845,037	2034

Development Authority of the North Country

Board Resolution No. 2026-06-51

June 25, 2026

CAPITAL PROJECT BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION
FEMA CULVERT & ROAD REPAIRS

Whereas, pursuant to **Resolution No. 2025-02-15** the Development Authority of the North Country (Authority) established a $200,000 Materials Management Facility (MMF) FEMA Repairs capital project (Project 20-224). Such project was authorized to make necessary repairs to the damaged stormwater infrastructure and Dona Road at MMF as a result of extreme weather events in August 2024 from Hurricane Debby, and

Whereas, the project was competitively bid under one contract (Contract 1) in accordance with the Authority's procurement process through IFB 20-042026, and

Whereas, the as-bid cost for Contract 1 to complete the MMF FEMA Repairs is $349,000, and the total project cost including engineering services and contingency funds is expected to be $380,000, and

Whereas, the Authority's insurance carrier is expected to reimburse the Authority for a portion of the project costs, and

Whereas, of the portion of costs not covered by insurance, the Authority anticipates that the Federal Emergency Management Agency (FEMA) will reimburse the Authority 75% of the total project cost and the New York State Department of Homeland Security (NYSDHS) to reimburse the Authority 12.5% of the total project cost.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby amend the Materials Management Division Capital Budget for the FY 2025 MMF FEMA Repairs (Project 20-224) to increase the budget from $200,000 to $380,000.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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+ - 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. 2026-06-51 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-06-52
June 25, 2026

CAPITAL PROJECT BUDGET AMENDMENT
MATERIALS MANAGEMENT DIVISION
VARIOUS CAPITAL PROJECTS

Whereas, pursuant to **Resolution No. 2024-02-07** the Development Authority of the North Country (Authority) established a $618,000 Leachate Manhole and Side Riser Improvements capital project (Project 20-221). Such project was authorized to make necessary repairs and improvements to existing leachate infrastructure and install backup primary pumps in Side Risers 12 & 13, and

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

Whereas, as a result of the competitive procurement, additional funds of $50,000 are needed to install backup primary pumps in Side Risers 12 and 13; increasing the total project budget to $668,000, and

Whereas, pursuant to **Resolution No. 2024-12-83,** the Authority approved a $5,225,000 budget for the Southern Expansion Landfill Gas Phase 1-2 Tie-In and Main Flare Replacement capital project (Project 20-212), and

Whereas, the projected cost for the Southern Expansion Landfill Gas Phase 1-2 Tie-in and Main Flare Replacement is expected to be $5,175,000, and

Whereas, pursuant to **Resolution No. 2026-02-09** the Authority established a $200,000 Culvert Repairs Project (Project 20-238). Such project was authorized to make necessary repairs to three culverts that are underneath the entrance road, and

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

Whereas, the as-bid base bid project cost to complete the MMF Culvert Repairs (Project 20-238) is $220,000 including 10% contingency, and

Whereas, pursuant to **Resolution No. 2025-02-07** the Authority established a $50,000 MMF Nature Trail Consolidation Capital Project (Project 20-229), and

Whereas, the projected cost for the MMF Nature Trail Consolidation Project (20-229) is $30,000.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the Capital Project budgets as follows:

Capital Project	Current Budget	Proposed Budget Change	Amended Budget
Leachate Manhole and Side Riser Improvements (20-221)	$618,000	$50,000	$668,000
Southern Expansion LFG and Flare Replacement (20-212)	$5,225,000	($50,000)	$5,175,000
Culvert Repairs (20-238)	$200,000	$20,000	$220,000
Nature Trail Consolidation (20-229)	$50,000	($20,000)	$30,000
Change in Net Position:	N/A	$0	N/A

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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+ - 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. 2026-06-52 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country

Board Resolution No. 2026-06-53
June 25, 2026

TEMPORARY MARSHALING YARD LEASE
NATIONAL GRID
TAX PARCEL 114.00-1-64.1, JEFFERSON COUNTY

Whereas, the Development Authority of the North Country (Authority) is the owner in fee of a 32.21-acre parcel of land situated in the Town of Rodman, County of Jefferson, and State of New York, being more particularly described in a Warranty Deed with Lien Covenant dated August 8, 2003, and recorded August 13, 2003 in the Jefferson County Clerk's Office in File No. 2023-00012908, and identified as Tax Parcel Number 114.00-1-64.1, and

Whereas, National Grid is in the process of expanding its facilities and requested a lease to support the construction of a "smarter, stronger, cleaner energy grid to deliver a more robust, resilient, and secure energy network for customers and communities", in conjunction with its Climate Leadership and Community Protection Act Project (Project), and

Whereas, the Project involves rebuilding an existing 115kV transmission line from National Grid's Substation in Clay, NY to their Substation in Black River, NY, and

Whereas, National Grid desires to use a portion of the Tax Parcel Number 114.00-1-64.1 as a project staging and marshaling yard in connection with the Project, and

Whereas, National Grid would like to lease approximately 10 (+/-) acres, together with the right to use in common with others the areas of the Landlord's Property providing access to a public way and utilities, as shown on the sketch plan attached hereto as Exhibit "A" of the proposed "Temporary Marshaling Yard Lease" (Lease), and

Whereas, National Grid would like to lease the property for a period of three (3) years, and

Whereas, the Lease will not impede or disrupt current or future operations of the Authority's Material Management Facility.

Now, therefor be it

RESOLVED, the Development Authority of the North Country does hereby authorize the Executive Director to negotiate and execute the attached Temporary Marshaling Yard Lease, by and between the Development Authority of the North Country and National Grid, as attached herewith.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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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. 2026-06-53 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

TEMPORARY MARSHALING YARD LEASE

THIS LEASE (the "Lease") made as of this _____day of _________, **20**___ (the "Effective Date") is by and between **THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation created by New York statute**, whose address is 23400 New York State Route 177, Rodman, New York 13682-2109, (the "Landlord"), and **NIAGARA MOHAWK POWER CORPORATION**, or its assigns, a New York corporation with an office at 300 Erie Boulevard West, Syracuse, New York 13202 (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner in fee of a 32.21 acre parcel of land situated in the Town of Rodman, County of Jefferson, and State of New York, being more particularly described in a Warranty Deed With Lien Covenant dated August 8, 2003, and recorded August 13, 2003 in the Jefferson County Clerk's Office in File No. 2023-00012908, and identified as Tax Parcel Number 114.00-1-64.1 (the "Landlord's Property"); and

WHEREAS, Tenant desires to use a portion of the Landlord's Property as a project staging and marshaling yard in connection with the CTBR – Clay to Tar Hill to Black River Project (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto agree as follows:

1. **Description of Leased Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the Landlord's Property consisting of approximately 10 (+/-) acres, together with the right to use in common with others the areas of the Landlord's Property providing access to a public way and utilities, as shown on the sketch plan attached hereto as Exhibit "A" and made a part hereof (the "Leased Premises").

2. **Term.** The term of this Lease shall be for a period of three (3) years, commencing on the Effective Date, and expiring three (3) years from the Effective Date (the "Term"). Provided that Tenant is not then in default beyond any cure period, Tenant shall have the option to extend the term of this Lease for one (1) additional consecutive one (1) year term (an "Extension Period") thereafter by providing written notice of its election to extend the Term prior to the expiration of the Term.

3. **Rent.** Tenant shall pay to Landlord fixed annual rent in the amount of to be paid within ninety (90) days from the Effective Date. If Tenant exercises its option to extend the Term of this Lease pursuant to Paragraph 2, the rent for each extension Term in the amount of per year, shall be due on the first day of each extension Term. For any payment that is not paid within thirty (30) days after its due date, Tenant shall pay a late fee of 1% of the amount owed.

4. **Use of the Leased Premises.** Tenant shall have the exclusive right to use and possess the Leased Premises in the County of Jefferson for any and all project-related activities including but not limited to, storage and lay down of equipment and materials, parking of vehicles, equipment storage and refueling, assembling work crews, placement of a temporary construction trailer, and facilities for the marshalling area and trailer location (e.g., telephone, electricity, gas, propane and/or water, to the extent necessary and/or available) and shall further have the right to grade, place stone and to install fencing and gates, subject to the terms of Paragraph 13; together with the non-exclusive right of ingress and egress, including "turn around" and with prior approval from

Landlord, to install poles and wires for utility purposes, over, across and upon the non-leased portion of Landlord's Property. Notwithstanding the foregoing, Landlord reserves the right of ingress and egress over the Leased Premises to make inspections, provide necessary services, or show the Premises to prospective buyers, mortgagees or tenants. However, Landlord does not assume any liability for the care or supervision of the Leased Premises.

5. **Representation and Warranties.** Landlord represents and warrants to Tenant that Landlord is the current record owner in fee simple of the Landlord's Property. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into the Lease for the term.

6. **Compliance with Laws.** Tenant shall comply with all applicable provisions of federal, state and municipal laws, codes, regulations and ordinances affecting the Tenant's use of the Leased Premises pursuant to this Lease.

7. **Notice.** Any notice given by Landlord or Tenant with respect to this Lease shall be deemed duly served only if mailed by registered or certified mail, return receipt requested, postage prepaid, or if sent by recognized overnight courier capable of providing a written receipt, if to Tenant to 300 Erie Blvd. West, Syracuse, NY 13202, Attention: REAL ESTATE DEPARTMENT and if to Landlord at the address set forth on page one of this Lease.

8. **Real Estate Taxes and User Fees.** During the term of this Lease the Tenant shall, upon proper evidence being supplied by the Landlord, be responsible for paying any Town-imposed Real Estate Taxes or User Fees directly related to the Tenant's improvements.

9. **Surrender.** Tenant shall, upon termination of this Lease, remove all Tenant's personal property, all improvements and equipment from the Leased Premises. If Tenant's property is not removed within thirty (30) days after termination, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove any of the property at a public or private sale, without notice, any or all of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder. At the end of the Term, Tenant shall restore the Leased Premises to substantially the same condition of the Leased Premises at the commencement of this Lease, normal wear and tear excepted, subject to the foregoing provisions.

10. **Default.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within ten (10) days (or any other obligation within thirty (30) days after written notice of such default is provided by Landlord to Tenant), Landlord may terminate this Lease and/or take possession of the Leased Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

11. **Indemnification.** Tenant will defend and indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damages to property arising directly from the exercise of its rights under this Lease by Tenant. The foregoing indemnification shall not include injury or damage caused by or attributable to the sole negligence or willful

misconduct of the Landlord or the employees, agents or contractors of Landlord, nor shall Tenant its affiliates, agents, employees, or contractors be liable for any special, indirect, incidental, consequential or punitive damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including loss of profits or revenue suffered by Landlord or any of its respective affiliates, agents, employees, or contractors.

12. **Insurance.** Tenant shall, at its cost and expense, at all times during the term of this Lease, maintain bodily injury and property damage liability insurance covering the Leased Premises for any customarily insurable act, including liability arising from premises, operations, independent contractors, Products & Completed Operations of the Tenant, or omission of Tenant, its employees, agents, representatives, assigns, guests, invitees, persons in privity with Tenant, or licensees. Such insurance policy shall be written for not less than Five Million and 00/100 Dollars ($5,000,000.00) combined single limit of liability for bodily injury and property damage with an annual aggregate of Ten Million and 00/100 Dollars ($10,000,000.00), and shall include Landlord, its officers, employees, agents and representatives as an Additional Insured, using ISO Additional Insured Endorsement CG 20 11 Additional Insured- Managers or Landlords of the Leased Premises with no exclusion for Pollution. Such insurance shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured. Tenant shall deliver to Landlord a certificate of such insurance which shall also contain a 30-day prior written notice of cancellation provision. Such insurance shall be provided by a company or companies with an A.M. Best rating of not less than A- and authorized to do business in the state of New York. Tenant is responsible for maintaining casualty insurance on its own property with no exclusion for Pollution Liability.

13. **Hazardous Materials.** Landlord represents and warrants to Tenant that Landlord has no actual knowledge of Hazardous Materials on the Leased Premises. Tenant covenants, represents and warrants to Landlord that it will not place, or allow any subcontractors or agents to place, any hazardous materials on the Leased Premises. Landlord shall indemnify and hold Tenant harmless from any claims or costs related to hazardous materials at the Leased Premises or Property to the extent such hazardous materials did not directly result from Tenant's operations. The indemnity and hold harmless obligations of this Paragraph 12 shall survive the termination or expiration of this Lease. In the event Tenant directly causes a release of hazardous materials at the Leased Premises during the Term, Tenant shall have the right to perform any investigative and/or remedial work if required under environmental law, and shall indemnify and hold Landlord harmless from any claims or costs directly arising from Tenant's release of such hazardous materials.

14. **Improvements and Restoration.** Tenant may construct such fixtures on or make alterations of the Leased Premises at Tenant's expense that appropriately facilitate its use of the Leased Premises. Such construction shall be undertaken, and such fixtures may be installed only (a) with the prior written consent of the Landlord which shall not be unreasonably withheld or delayed and (b) in conformance with all laws and regulations.

15. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Leased Premises. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Leased Premises free of all liens resulting from construction done by or for the Tenant. Tenant is obligated to promptly remove any such liens filed.

16. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the use of the Leased Premises as described herein and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing, and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly

stated herein.

17. **Utilities and Services.** No utilities are provided by Landlord. Utilities used will be at the sole expense of Tenant. Tenant may place portable toilets on the Leased Premises at its sole costs and expense. Upon the end of the term of the Lease, Tenant shall promptly remove the portable toilets. Upon Landlord prior approval, Tenant may install poles with wires for electric service and communications across Landlord's Property to the Leased Premises. Upon the termination or expiration of this Lease, Tenant will promptly remove the poles and wires.

18. **Covenant of Quiet Enjoyment.** The Landlord covenants and agrees that, upon the Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed under this Lease, the Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease, without any manner of hindrance or molestation from the Landlord, subject, however, to the terms of this Lease.

19. **Assignment or Transfer by Landlord or Tenant.** No assignment or transfer of this Lease by Landlord shall be binding on Tenant unless the assignee or transferee shall assume and agree to be bound by the terms of the Lease and until notice of assignment or transfer together with an executed copy of such assignment or transfer instrument is received by Tenant. Tenant shall not have the right to assign, sublet or transfer any or all of its rights and privileges under the Lease without the prior written consent of Landlord, provided that nothing contained herein shall restrict Tenant's employees, agents, contractors and their respective subagents and subcontractors from availing themselves of any and all rights and privileges afforded hereunder.

20. **Modification.** No modification, alteration or amendment of this Lease shall be binding unless in writing and executed by both parties to the Lease.

21. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

22. **Governing Law.** This Lease and the enforcement thereof shall be governed by the laws of the State of New York.

23. **Binding Effect.** The terms and conditions of the Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, or caused this Lease to be duly executed by their respective duly authorized representatives, as an instrument under seal as of the day and year first set forth above.

LANDORD:

THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

By: ______________________________
Signature

By: ______________________________
Printed Name

By: ______________________________
Title

TENANT:

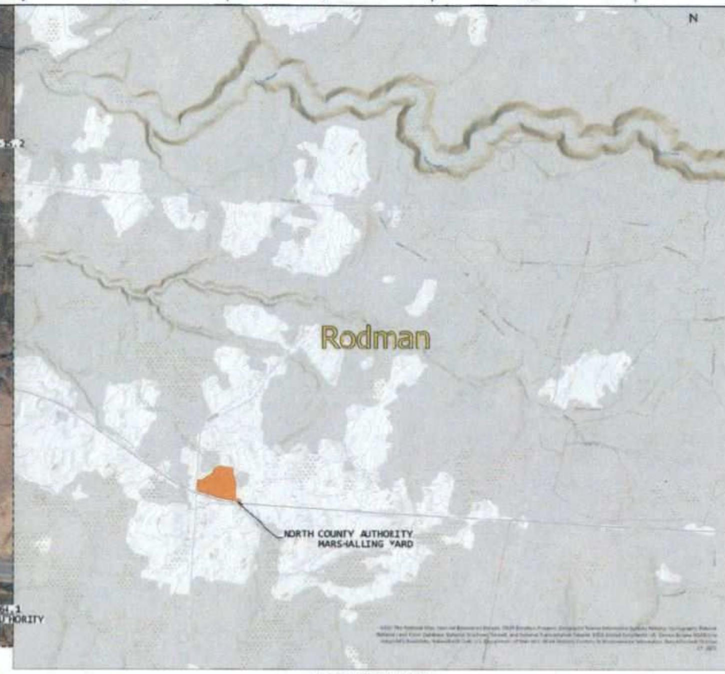
NIAGARA MOHAWK POWER CORPORATION

By: ______________________________
Name: Melissa Phillips
Title: Authorized Representative

Exhibit "A"

NORTH COUNTY DEV AUTHORITY MARSHALLING YARD PLAN VIEW

SCALE: 1" = 300'



LOCATION MAP
SCALE: N.T.S.

SITE ADDRESS AND OWNER INFORMATION

ADDRESS: 23400 NEW YORK STATE ROUTE 177, RODMAN, NY

OWNER: NORTH COUNTRY DEV AUTHORITY

PARCEL I.D.: 114.00-1-64.1

DEED REFERENCE: NONE

NOTES

1. PROPERTY AND HIGHWAY BOUNDARIES SHOWN HEREON are BASED ON REAL PROPERTY COUNTY TAX MAPS.
2. LAYDOWN YARD SURFACE TO BE IMPROVED WITH STONE/GRAVEL AS NEEDED. YARD MAY BE IMPROVED IN PHASES, OR IMPROVED AS NEEDED TO ALLOW FOR ACCESS AND MATERIAL STORAGE. PORTIONS OF THE YARD AREA INDICATED MAY NOT REQUIRE IMPROVEMENT.
3. AERIAL PHOTOGRAPHY SHOWN HEREON OBTAINED FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES GIS DATA. PHOTOGRAPHS WERE CAPTURED IN APRIL 2023. THE IMAGERY IS FOR REFERENCE PURPOSES ONLY AND IS NOT NECESSARILY AN ACCURATE REPRESENTATION OF EXISTING CONDITIONS.
4. TOPOGRAPHIC INFORMATION SHOWN HEREON OBTAINED FROM NEW YORK STATE CLEARINGHOUSE GIS DATA.
5. THIS PLAN DOES NOT DEPICT EXISTING UTILITY DATA. UTILITY LOCATIONS MUST BE FIELD-VERIFIED.
6. THE SILT FENCE AND CONSTRUCTION ENTRANCE DETAILS REPRESENT SOME OF THE ANTICIPATED EROSION AND SEDIMENT CONTROL MEASURES TO BE USED AT THIS SITE. ADDITIONAL CONTROL MEASURES SHALL BE UTILIZED BASED ON FIELD CONDITIONS, IN ACCORDANCE WITH THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK).
7. SEE SHEETS 6 AND 7 FOR CONSTRUCTION DETAILS
8. ACCESS ROAD ON SITE WILL CROSS AT CULVERT ON NY 177
9. ACCESS ROAD WILL BE 16' WIDE INSIDE OF ACCESS CORRIDOR
10. FOR NYSDOT CONTROLLED ROADS USE DOT ENTRANCE DETAIL, FOR ALL OTHERS USE NATIONAL GRID ENTRANCE DETAIL

LEGEND

- PROPERTY LINE (APPROXIMATE).
- OVERHEAD ELECTRIC LINE
- ACCESS ROAD (IMPROVE AS NECESSARY)
- STONE SURFACE LAYDOWN YARD
- AGRICULTURAL STONE SURFACE LAYDOWN YARD (NOT IN PROJECT)
- PERIMETER FENCING
- SEDIMENT CONTROLS AND EROSION FENCING
- ACCESS GATE
- LIMIT OF DISTURBANCE
- DELINEATED WETLAND
- DELINEATED WETLAND CONTINUATION LINE
- DELINEATED STREAM/CENTERLINE DITCH
- EXISTING CULVERT
- STONE CHECKDAM (NOT IN PROJECT)
- NYSDEC FEDERAL WETLAND
- NYSDEC STATE WETLAND (NOT IN PROJECT)
- NYSDEC STATE WETLAND 100-FT BUFFER (NOT IN PROJECT)
- NYSDEC STREAM
- DRAINAGE FLOW DIRECTION
- INLET PROTECTION (NOT IN PROJECT)
- EXISTING FIRE HYDRANT (NOT IN PROJECT)
- EXISTING POWER POLE
- TEMPORARY POWER POLE
- SITE LIGHTING AS NEEDED
- STABILIZED CONSTRUCTION ENTRANCE

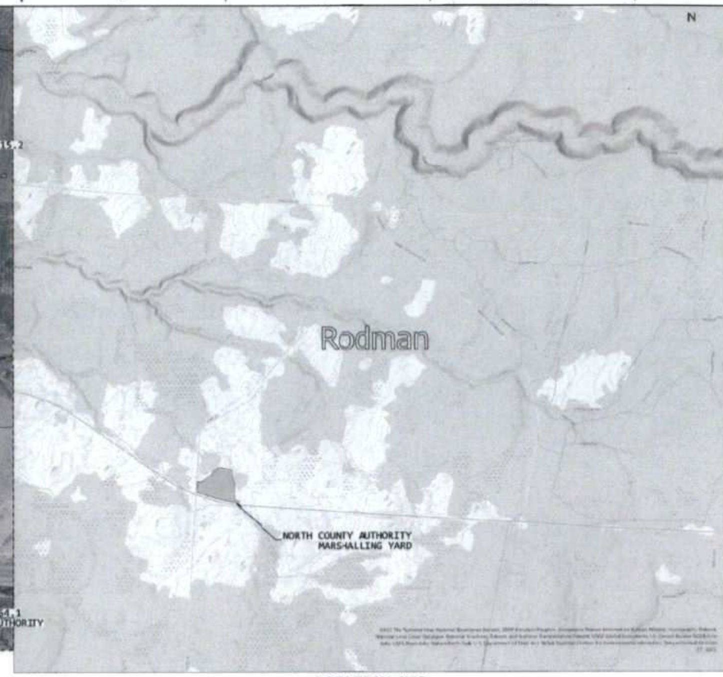
115KV TRANSMISSION LINES
BLACK RIVER - CLAY
TRANSMISSION REBUILD PROJECT
NORTH COUNTY DEV AUTHORITY MARSHALLING YARD

01-20-2026

5

nationalgrid

Exhibit "A"



NORTH COUNTY DEV AUTHORITY MARSHALLING YARD PLAN VIEW

SCALE: 1" = 300'

LOCATION MAP

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LEGEND

PROPERTY LINE (APPROXIMATE).
OVERHEAD ELECTRIC LINE
ACCESS ROAD (IMPROVE AS NECESSARY)
STONE SURFACE LAYDOWN YARD
AGRICULTURAL STONE SURFACE LAYDOWN YARD (NOT IN PROJECT)
PERIMETER FENCING
SEDIMENT CONTROLS AND EROSION FENCING
ACCESS GATE
LIMIT OF DISTURBANCE
DELINEATED WETLAND
DELINEATED WETLAND CONTINUATION LINE
DELINEATED STREAM/CENTERLINE DITCH
EXISTING CULVERT
STONE CHECKDAM (NOT IN PROJECT)
NYSDEC FEDERAL WETLAND
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DRAINAGE FLOW DIRECTION
INLET PROTECTION (NOT IN PROJECT)
EXISTING FIRE HYDRANT (NOT IN PROJECT)
EXISTING POWER POLE
TEMPORARY POWER POLE
SITE LIGHTING AS NEEDED
STABILIZED CONSTRUCTION ENTRANCE

115KV TRANSMISSION LINES
BLACK RIVER - CLAY
TRANSMISSION REBUILD PROJECT
NORTH COUNTY DEV AUTHORITY MARSHALLING YARD

01-20-2026

nationalgrid

MEMORANDUM OF TEMPORARY MARSHALING YARD LEASE

In consideration of One Dollar ($ 1.00) and other good and valuable consideration in hand this day paid, the receipt and sufficiency of which are hereby acknowledged **THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY, a public benefit corporation created by New York statute**, having an address of 23400 State Route 177, Rodman, New York 13682-2109 ("Landlord") has heretofore entered into a written Temporary Marshaling Yard Lease dated ____________, 20__, (hereinafter referred to as the "Lease") with **NIAGARA MOHAWK POWER CORPORATION**, a New York Corporation, with an office at 300 Erie Boulevard West, Syracuse, New York 13202 ("Tenant").

The Lease provides the Tenant with the use of a portion of the Landlord's Property as a project staging and marshaling yard as shown on Exhibit A.

As used herein, "Landlord's Property" means that parcel of real property situated in the Town of Rodman, County of Jefferson, State of New York, known as 23400 New York State Route 177, identified on the tax maps of the County of Jefferson as Tax Parcel No. 114.00-1-64.1 and further described in that certain Warranty Deed With Lien Covenant dated August 8, 2003, which is recorded with the Jefferson County Clerk's Office (the "Clerk's Office") in File No. R-2023-00012908.

The term of this Lease shall be for a period of three (3) years, commencing on the Effective Date, and expiring three (3) years from the Effective Date (the "Term"). Tenant shall have the option to extend the term of this Lease for one (1) additional consecutive one (1) year term (an "Extension Period") thereafter by providing written notice of its election to extend the Term prior to the expiration of the Term or Extension Period then in effect.

The parties hereto have agreed to execute this separate Memorandum of Temporary Marshaling Yard Lease for purposes of recording in the Clerk's Office, as notice of the contractual rights and obligations between them under the Lease as those rights affect the Landlord's Property. This Memorandum of Temporary Marshaling Yard Lease is not intended to, and shall not, modify, alter or terminate any term, provision, or condition of the Lease.

[Authorized Signatories on Following Page]

WITNESS the execution hereof, under seal, this ________day of _________________, 20__.

LANDLORD: **THE DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY**

By: ________________________________

Name: ______________________________

Title: ______________________________

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

COUNTY OF _________________) SS.:

On the ______day of ______________, 20__, before me personally came ____________________________ to me known, who, being by me duly sworn, did depose and say that he/she resides in _______________,________________ that he/she is the ________________________________ of **The Development Authority of the North Country**, the company described in and which executed the above instrument; and that he/she signed his name thereto by authority of the company.

____
Notary Public

Development Authority of the North Country

Board Resolution No. 2026-06-54
June 25, 2026

HOUSING REVOLVING LOAN FUND
BROWNSTONE LODGE LLC
LOAN MODIFICATION

Whereas, **Resolution No. 2024-02-17** authorized a loan of up to $600,000 in construction financing and $300,000 in permanent financing from the Housing Revolving Loan Fund to Brownstone Lodge LLC to make improvements to properties in downtown Chaumont, Jefferson County, and

Whereas, Brownstone Lodge LLC was awarded a RESTORE NY grant of $994,172 to make improvements to four properties in the Village of Chaumont, and

Whereas, the project will create 7 market rate rental housing units and new commercial space in Chaumont, and

Whereas, Brownstone Lodge LLC has substantially completed the improvements to the buildings and, upon completion, must submit paperwork to New York State for reimbursement of the RESTORE NY grant in order to pay down the Authority's loan, and

Whereas, Brownstone Lodge LLC has requested that the Authority extend the term of our construction loan with interest-only payments until December 1, 2026, and

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

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby approve the loan modification to extend the $600,000 construction loan to Brownstone Lodge LLC from the Housing Revolving Loan Fund at the attached terms and conditions, to mature no later than December 1, 2026, or upon receipt of the final grant disbursement, whichever occurs first.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

* - 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. 2026-06-54 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower:	Brownstone Lodge LLC
Loan Fund:	Housing Revolving Loan Fund
Loan Amount:	Construction loan $600,000.00, paid down to $300,000 upon conversion to permanent financing
Term:	24 months construction; 240 months term/360-month amortization upon conversion to permanent financing
Rate:	½ Wall Street Journal Prime plus 1 set at closing
Payment:	Interest only payment during construction; then monthly principal and interest payments
Collateral:	- Assignment of payments from RESTORE NY grant to pay construction loan down to $300,000. - Second mortgage on 12119 NYS Route 12E, 27428 Mill Street, White Building, and Woodshop Building in Chaumont, NY 13622 behind Watertown Savings Bank. - Assignment of Leases and Rents - Second lien on all assets associated with projects.
Conditions:	- Watertown Savings Bank financing of $1,000,000 during construction and $600,000 permanent financing. - Owner equity of $294,172 during construction phase. - 1% processing fee paid on $600,000 loan due at construction loan closing. - All required permits and approvals - As completed appraisal with a minimum value of $900,000 for a 1:1 LTV. -Copy of RESTORE NY Award letter -Lease between hardware store and Brownstone Lodge LLC -Personal Guaranty of Reginald Schweitzer Jr.

Board Resolution No. 2026-06-55
June 25, 2026

MATERIALS MANAGEMENT FACILITY
LEACHATE TREATMENT PROJECT
WATER QUALITY IMPROVEMENT PROJECT (WQIP) GRANT

Whereas, pursuant to **Resolution No. 2025-02-07** the Development Authority of the North Country (Authority) established Capital Project 20-228 Materials Management Facility (MMF) Leachate Pre-Treatment. Such project was authorized to complete the planning and design of a leachate pre-treatment facility to address upcoming regulatory requirements by the New York State Department of Environmental Conservation (NYSDEC), and

Whereas, NYSDEC has identified Per- and Polyfluoroalkyl Substances (PFAS) and Perfluorooctanesulfonic Acid (PFOA) to be an emerging contaminant eligible for funding through the New York State Environmental Facilities Corporation (NYSEFC) Bipartisan Infrastructure Law – Emerging Contaminants (BIL-EC) funding program and landfill leachate is a major contributor to PFAS/PFOAs in biosolids when treated, and

Whereas, the Authority was awarded and accepted a grant from the NYSEFC through the 2025 BIL-EC Program in the amount of $1,442,000 to complete the planning and design of a leachate pre-treatment system, and

Whereas, the Authority has taken steps to complete a Preliminary Engineering Report (PER) to determine the best approach to treating the landfill leachate in accordance with the upcoming NYSDEC regulations, and

Whereas, the project identified in the PER to design and construct the leachate treatment facility has a total budget of $37,970,000, and

Whereas, the Authority has listed the full project amount on the NYSEFC Intended Use Plan and could be eligible for a maximum grant of $25,000,000 from the NYSEFC BIL-EC program. If awarded, $12,970,000 in project costs would remain unfunded, and

Whereas, the NYSDEC announced funding through the WQIP program for Landfill Leachate Treatment projects with a maximum award of $10,000,000 and a matching requirement of 25% of the award amount, and

Whereas, the MMF Leachate Pre-Treatment project is eligible to receive grant funding through the NYSDEC WQIP program.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director or assigned designee to submit an application requesting $10,000,000 in grant funds from the New York State Department of Environmental Conservation Water Quality Improvement Projects program to assist with costs associated with the design and construction of the MMF Leachate Pre-Treatment Project, and be it further

RESOLVED, that the Development Authority of the North Country commits $2,975,000 towards the completion of the MMF Leachate Pre-Treatment Project, which will fulfill the required 25% minimum match requirement, and be it further

RESOLVED, that the Development Authority of the North Country does hereby authorize the Executive Director or assigned designee to act as the project's "Authorized Representative", to execute any and all documents and agreement(s) associated with the MMF Leachate Pre-Treatment Project pertaining to the WQIP application and grant.

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

Voting:		Non-Voting:
Bibbins – **Yes***	MacKinnon - **Absent**	Flint - **Present**
Doheny – **Yes**	Mastascusa -**Yes**	Hunt – **Absent**
Hall – **Yes**	Murray – **Yes**	McGrath – **Present***
Hefferon – **Yes**	Virkler – **Yes**	

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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. 2026-06-55 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 25th day of June, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 25th day of June, 2026.

Mary Doheny
Board Chairperson