



Board Resolution No. 2026-05-35
May 28, 2026

APPROVING ARTIFICIAL INTELLIGENCE POLICY

Whereas, the Development Authority of the North Country operates in accordance with Board policies, procedures and administrative guidelines, that ensure transparency, accountability and effective governance, and

Whereas, the Development Authority recognizes the growing role of artificial intelligence technologies in enhancing organizational efficiency, improving service delivery, and supporting informed decision-making, while also acknowledging the importance of responsible and ethical use, and

Whereas, the proposed Artificial Intelligence Policy establishes a framework for the appropriate, secure, and ethical use of artificial intelligence tools and systems by staff and authorized users, and

Whereas, upon board approval, the Artificial Intelligence Policy will be made publicly available and posted on the Development Authority's official website to promote transparency and inform stakeholders of the Authority's standards and practices, and

Whereas, executive management has conducted a thorough review of the proposed Artificial Intelligence Policy and recommends its adoption as set forth in the attached document.

Now, therefore be it

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

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-35 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

Development Authority of the North Country



Subject: Artificial Intelligence Policy
Adopted: May 28, 2026
Resolution: 2026-05-35

ARTIFICIAL INTELLIGENCE POLICY

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SECTION 1.0 PURPOSE

The purpose of this policy is to set forth the requirements for the appropriate, secure and ethical use of Artificial Intelligence (AI) within the Development Authority of the North Country (Authority).

This Policy addresses the general use of AI, including AI that is embedded in enterprise software ((e.g., Microsoft 365, Cisco WebEx) and other publicly accessible AI tools (e.g., ChatGPT and Google's Gemini). The principles in this Policy apply to all AI capabilities used for Authority business.

SECTION 2.0 SCOPE

This Policy applies to all Authority employees. Contractors, interns, and third parties who access Authority systems or process Authority information shall adhere to this Policy under their respective agreements.

SECTION 3.0 DEFINITIONS

ARTIFICIAL INTELLIGENCE (AI)

"AI" refers to any technology, application, website, or tool that simulates aspects of human intelligence to generate or transform content and/or make predictions or recommendations. AI is defined as technology that can take in a set of requests by a human user and provide documents, images, predictions, recommendations, decisions, audio, video, or other responses in return.

CHATBOT

A chatbot is a system designed to mimic human conversation via text or voice. Chatbots can operate in several forms such as those that are based on Generative AI.

CONFIDENTIAL/RESTRICTED INFORMATION

For the purposes of this Policy, Confidential/Restricted Information shall include Authority information that is not intended for public release, including but not limited to internal documents, emails, financial account data, customer and employee information, system configurations, and any data classified as Confidential or Restricted.

GENERATIVE AI

Generative AI creates original content by taking vast amounts of data that it is trained on to provide responses in the form of text, video, code, audio and other outputs.

IMAGE LEARNING

Image learning is the ability to recognize an object, person, place, or other specifics in an image or video.

MACHINE LEARNING

Machine learning is the ability of systems to utilize algorithms, statistics and other data to pick up on patterns and drawn conclusions, which helps the system to modify and improve upon those algorithms, making future predictions and calculations increasingly more accurate.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Any data that can be used to identify or reach an individual and is otherwise considered private or subject to privacy regulations.

USER

Any person utilizing the Authority network or hardware.

SECTION 4.0 ACCEPTABLE USE OF AI BY AUTHORITY EMPLOYEES

4.1. GUIDELINES

All use of AI must comply with Authority policies and applicable laws and regulations.

Use of AI with PII or any Confidential/Restricted information is prohibited.

Use of AI that aims to leverage PII is strictly prohibited.

AI features embedded in Authority procured software may be used by authorized users. Questions, concerns or insights over the use of such AI should be directed to the user's manager and the Authority's Director of Information Technology.

Procuring or enabling software that contains AI must be approved by the Director of Information Technology prior to purchase or activation.

Publicly accessible AI (e.g., ChatGPT, Chatbots or Generative AI's) may be used in such a manner to enhance productivity and aid in the automation of simple tasks so long as the information provided does not contain PII or Confidential/Restricted Information. AI generated links or attachments do not constitute trusted sources and require user validation before access or distribution.

Any correspondence that includes content fully generated by AI must be cited as such.

Appendix A provides a list of authorized AI programs. Requests for additional tools must be submitted to the Director of Information Technology for review and approval.

4.2. ACCEPTABLE USE OF AI

Examples of acceptable uses of AI include the following:

- General-knowledge based questions meant to enhance your understanding on a work-related topic.
- Brainstorm ideas related to projects you are working on, being careful not to divulge sensitive project specifics.
- Create formulas for Excel spreadsheets or similar programs.
- Develop or debug code; to be reviewed and verified before deployment, removing items such as IP addresses, sensitive network information etc.
- Draft or proofread an email or letter removing items such as names, email addresses etc.
- Summarize online research or to create outlines for content projects to assist in full coverage of a topic.

4.3. UNACCEPTABLE USE OF AI

- Submitting Confidential/Restricted Information, PII or any non-public Authority data into an AI tool.
- Attempting to use AI for unethical, unlawful, discriminatory, or harmful purposes.
- Copying and pasting, typing, or in any way submitting confidential/restricted company content or sensitive data of any kind into the AI chatbot (such as internal documents, emails, reports, customer or employee information, or any other business data).
- Utilizing the Authority network or hardware to access AI tools for personal purposes.
- Failing to properly cite an AI chatbot when used as a resource.

4.4. PERSONAL CONDUCT

AI systems shall be used only for legitimate business purposes and in accordance with Authority policies and applicable law. AI systems shall not be used for any illegal, unlawful, or unethical purposes.

4.5. PERSONAL RESPONSIBILITY

Employees shall assume that the information provided to AI could be viewed by unintended parties. Users of

AI shall comply with all Authority policies, procedures, laws and regulations. As with any other internet facing communications, users should exercise sound judgement and ethics when using AI, and verify outputs for accuracy, bias, and appropriateness prior to use.

SECTION 5.0 RECORD OF REVISIONS

Revision Date	Resolution #
May 28, 2026	created

APPENDIX A

AUTHORIZED AI PROGRAMS

Microsoft CoPilot

Google Gemini

ChatGPT

This appendix provides a non-exhaustive list of Large Language Model (LLM)–based artificial intelligence tools that are currently approved for use under this policy. Approval is contingent upon adherence to applicable data protection, security, and usage requirements as defined in this document.

Inclusion in this list does not constitute endorsement of the tool’s outputs, accuracy, or suitability for all use cases. Users remain responsible for validating outputs, exercising professional judgment, and ensuring compliance with all relevant legal, regulatory, and organizational obligations.

As tools, capabilities, risks, and organizational requirements change, this list is subject to change with them.



Board Resolution No. 2026-05-36
May 28, 2026

FISCAL YEAR 2027 CAPITAL BUDGET AMENDMENT
ENTERPRISE RESOURCE PLANNING SYSTEM REPLACEMENT
ADMINISTRATIVE DIVISION

Whereas, pursuant to **Resolution No. 2023-12-84** the Development Authority of the North Country (Authority) established a \$500,000 capital project budget for an Enterprise Resource Planning (ERP) System replacement (Project 10-035) within the Administrative Division, and

Whereas, the Authority engaged the services of a qualified consultant to assist the Project Management Team in identifying technical and functional requirements, evaluating proposals, and participating in contract negotiations, and

Whereas, based on a thorough review of proposals received, the Authority selected Microsoft Dynamics 365 as its ERP System software and Crowe for project implementation, and

Whereas, based on proposals received, the revised project budget for the ERP System replacement is estimated at \$1,400,000; including a 15% contingency. Said budget includes all costs required for successful implementation; including, customization, integration, data conversion, training and post-implementation support, and

Whereas, such additional costs are necessary to ensure the successful deployment and long-term functionality of the ERP system, and

Whereas, Microsoft Dynamics 365 provides the lowest 10-year cost of ownership estimate of the two proposers deemed technically feasible.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the capital project budget for Enterprise Resource Planning System Replacement (Project 10-035) from \$500,000 to \$1,400,000, and be it further

RESOLVED, that the Development Authority of the North Country hereby awards a professional services contract to Crowe in the amount of \$997,125 to implement Microsoft Dynamics 365.

Motion by: M. Hall
Seconded by: M. Murray

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-36 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-37
May 28, 2026

**TECHNICAL ASSISTANCE SERVICES AGREEMENT
VILLAGE OF TUPPER LAKE
MUNICIPAL EFFICIENCY STUDY**

Whereas, the Development Authority of the North Country (Authority) has provided technical services since 2015 to the Village of Tupper Lake (Village) for projects related to the Village's water and wastewater facilities, and

Whereas, the Village is desirous of having a municipal efficiency study completed to evaluate the feasibility and benefits of implementing other functional consolidations up to and including municipal dissolution of the Village, and

Whereas, given its longstanding role in assisting the Village with various infrastructure improvement projects and the Authority's prior experience with municipal efficiency and dissolution studies the Village has determined the Authority is qualified and equipped to provide the services necessary to complete the study and desires to engage the Authority to complete the municipal efficiency study on behalf of the Village, and

Whereas, the Authority will work directly with the Village to complete funding applications and the municipal efficiency study and associated report, and

Whereas, the total cost of the services to be provided by the Authority through completion of the study and report shall not exceed \$100,000.

Now, there be it

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

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

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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. 2026-05-37 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

**DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
ENGINEERING TECHNICAL SERVICES AGREEMENT
FOR
MUNICIPAL EFFICIENCY STUDY**

WITH THE

VILLAGE OF TUPPER LAKE

This Agreement entered into this ____ day of _____ 20__, by and between:

VILLAGE OF TUPPER LAKE, a municipal corporation organized and existing under the laws of the State of New York, having an office and principal place of business located at 53 Park Street, P.O. Box 1290, Tupper Lake, NY 12986, herein after referred to as the "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 the "Authority".

Recitals

1. The Village and Town of Tupper Lake have an existing shared services agreement to provide water services to Town and Village Customers.
2. The Authority has been retained by the Village to assist with multiple water and wastewater improvement projects since 2015.
3. The Village is desirous of having a municipal efficiency study completed to evaluate the feasibility and benefits of implementing other functional consolidations up to and including municipal dissolution the Village.
4. Given its longstanding role in assisting the Village with various infrastructure improvement projects and the Authority's prior experience with municipal efficiency and dissolution, the Village has requested the Authority provide technical assistance to review the Village and Town services and draft a dissolution study. Complete copies of prior studies can be found on the Authority's website at: <https://www.danc.org/municipal-studies>
5. At its board meeting held on _____, 20__, the Village Board selected the Authority to assist the Village to provide these services. A copy of this Resolution has been attached as Exhibit A.
6. 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:

Scope of Services

1. The Authority will provide project management assistance services to proceed with the pursuit of a dissolution study. Services provided shall include:
 - a. Funding agency coordination and assistance, including submittal of a Local Government Citizens Re-Organization Empowerment Grant (CREG).
 - b. Completion of a Dissolution Study and Implementation Report meeting the requirements of the NYS Department of State. The Study will include the elements included in Exhibit B.
 - c. Planning, coordination and facilitation of a maximum of seven (7) stakeholder committee meetings.
 - d. Coordination with the Village's attorney to assist with legal aspects of the dissolution study.
 - e. Presentation at two public informational meetings.
 - f. Attendance at board meetings to discuss project updates.

Terms and Conditions

1. The Authority will conduct work under the sole direction of a single, primary point of contact of the Village.
2. The Village shall pay the Authority for such services at the labor hour burdened rate for the specific job classification performing the services as indicated in Table 1 below. The Authority reserves the right to update the hourly rates annually effective April 1, i.e. the beginning of the Authority's fiscal year. The Authority will provide an updated rate table at that time; noting however, the total cost of these services shall not exceed \$100,000. The Authority shall submit monthly invoices properly itemized and supported. The Village shall make payment thereof within 30 days of receipt of each invoice.

TABLE 1 – FYE2027 HOURLY RATES

Employee Wage Rate	Standard	Overtime
Chief Operating Officer	\$165	NA
Director of Engineering	\$140	NA
Assistant Director of Engineering	\$110	NA
EHS Engineer	\$100	NA
Controls Engineer	\$97	NA
OSP Supervisor	\$93	NA
Project Engineer	\$90	NA
GIS Supervisor	\$90	NA
OSP Engineer	\$89	NA
GIS Analyst	\$80	NA
Engineering Specialist	\$80	NA

Employee Wage Rate	Standard	Overtime
Director of Water Quality	\$130	NA
Assistant Director of Water Quality	\$125	NA
Water Quality Supervisor II	\$105	NA
Water Quality Supervisor I	\$100	NA
Water Quality Coordinator	\$89	NA
Water Quality Senior Operator	\$91	\$111
Administrative Specialist	\$73	\$93
Water Quality Operator	\$83	\$101
Water Quality Technician	\$75	\$91
Maintenance Technician Assistant	\$54	\$71

3. The Authority will complete the work specified herein 12 months after authorization to proceed; however, the Authority reserves the right to request an amendment for justifiable causes outside of the Authority's control requiring additional services. This schedule requires the Village and Town's cooperation in providing information requested in a timely manner and adherence to a monthly project meeting schedule.
4. The Village shall provide the reasonable support services of its attorney, clerk and other staff as appropriate to assist in implementing the project.
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. 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.
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, intentional or negligent acts or omissions, of the Village, its officers, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement. The Authority will at all times indemnify and save harmless the Village against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting in any manner from the willful malfeasance, or negligent acts or omissions, of the Authority, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement.
7. The Authority shall use reasonable diligence to provide the services herein required, but shall not be liable to the Village for damages, breach of contract, or otherwise, for failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of the Authority. The Village will not be liable in the event of a breach beyond their control. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, riots, strikes, civil disturbance, quarantine, restrictions, or inability to obtain equipment or supplies.

8. All accounts, reports and other records generated by the Authority or required under this Agreement, in the performance hereof, shall be open to inspection and audit at all reasonable times by the Village. Such records shall be retained by the Authority for a minimum of seven years following the expiration or earlier termination of this Agreement or an extended Agreement.
9. The parties acknowledge that the Authority has undertaken and may undertake various projects unrelated to this Agreement. It is the intent of the parties that this Agreement, the service provided hereunder and all payments, accounts receivable and equipment resulting from or required by such service shall be separate from and independent of all unrelated projects and activities of the Authority. The Village shall have no right to, or claim upon, the assets, insurance proceeds or income of the Authority other than those associated with the performance of this Agreement, in satisfaction of any claim by the Village arising hereunder. A similar restrictive clause is contained and will be provided in all service agreements made by the Authority with others.
10. The Authority is an independent contractor with the Village and this Agreement does not create and shall not be construed as creating a relationship of principal and agent, landlord and tenant, or employer and employee.
11. No waiver by Village or Authority of any breach of any term, covenant or condition contained in this Agreement shall operate as a waiver of such term, covenant or condition itself, or of any subsequent breach thereof.
12. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.
13. This Agreement contains the entire agreement of the parties and may be modified or amended only by the written mutual agreement of the parties.
14. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified or registered mail, return receipt requested, postage prepaid to the addresses indicated above.
15. The Village and/or Authority may terminate this Agreement with or without cause upon 30 days prior written notice provided however, that the Village shall pay the Authority all costs incurred by the Authority to the date of termination.

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

**DEVELOPMENT AUTHORITY
OF THE NORTH COUNTRY**

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

Date: _____

VILLAGE OF TUPPER LAKE

By: _____
Mary A. Fontana
Mayor

Date: _____

Exhibit B

Dissolution Study Elements

The Dissolution Study is intended to provide a foundation for the project. The study will include a comprehensive list of the Village's services, including information on a per-service basis which shall include budget allocation, employment allocation, per resident cost, inventory of equipment, complexities of delivery of services, specialized knowledge of personnel and necessary capital investments as well as the opportunity for cost savings and/or service enhancement. The study shall consider the general perception of the feasibility of possible options and the public's concerns and likely reactions to restructuring service delivery and potential impact on service quality. The study will contain at least the following elements:

The study will contain at least the following elements:

1. The name of the local government entities to be consolidated;
2. The territorial boundaries of the entities;
3. The type and/or class of the entities;
4. The entities' assets, including but not limited to real and personal property, and the fair value thereof in current money of the United States;
5. The entities' liabilities and indebtedness, bonded and otherwise, and the fair value thereof in current money of the United States;
6. Terms for the disposition of the entity's assets and the disposition of its liabilities and indebtedness, including the levy and collection of the necessary taxes and assessments re-fore;
7. Any plan for the transfer or elimination of public employees;
8. Any agreements entered into with the towns;
9. Whether any local laws, ordinances, rules or regulations of the entities shall remain in effect after the effective date of the consolidation or shall remain in effect for a period of time other than as provided by state law
10. The manner and means by which the residents of the entities will continue to be furnished municipal services following the entities consolidation;
11. A fiscal analysis of the effect of consolidation on the towns;
12. A fiscal estimate of the cost of consolidation;
13. Alternatives to consolidation;
14. Any other matters desirable or necessary to carry out the consolidation.



Board Resolution No. 2026-05-38
May 28, 2026

LEACHATE TREATMENT AGREEMENT AMENDMENT 1
CITY OF OGDENSBURG

Whereas, the Development Authority of the North Country (Authority) owns and operates a materials management facility in the Town of Rodman, New York in accordance with the New York Environmental Conservation Law and Part 360 of Title 6 of N.Y.C.R.R., which requires construction of double liner and leachate collection and detection systems, and

Whereas, the leachate generated by the materials management facility must be properly disposed of through a wastewater treatment facility capable of accepting the leachate for treatment, and

Whereas, the Authority is permitted to dispose of leachate at the City of Watertown, City of Ogdensburg, and City of Rome wastewater treatment plants, and

Whereas, the Authority and the City of Ogdensburg entered into an agreement dated May 8, 2023 for the treatment of leachate for a three-year term expiring May 31, 2026, and

Whereas, the Authority and the City desire to extend the term of the Agreement through May 31, 2029, and

Whereas, all terms and conditions of the Agreement, except the extension of the term through May 31, 2029, shall remain in full force and effect.

Now, therefore be it

RESOLVED, that the Leachate Treatment Agreement Amendment 1, by and between the Development Authority of the North Country and the City of Ogdensburg, is hereby approved. The Executive Director is hereby authorized and directed to execute said Agreement.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-38 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

AMENDMENT 1

LEACHATE TREATMENT AGREEMENT

The signatures below denote acceptance of this Amendment and note the incorporation of this Amendment as part of the **AGREEMENT BY AND BETWEEN the DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY (Authority) AND CITY OF OGDENSBURG**
Dated: May 8, 2023.

WHEREAS, the Authority owns and operates a materials management facility in the Town of Rodman, New York in accordance with the New York Environmental Conservation Law and Part 360 of Title 6 of N.Y.C.R.R., which requires construction of double liner and leachate collection and detection systems, and

WHEREAS, the leachate generated by the materials management facility must be properly disposed of through a wastewater treatment facility capable of accepting the leachate for treatment, and

WHEREAS, the wastewater treatment facility owned and operated by the City has the reserve capacity to treat the projected quantity of such leachate and the City desires to undertake such treatment subject to certain terms and conditions and other environmental regulations., and

WHEREAS, the Authority and the City of Ogdensburg entered into an agreement dated May 8, 2023 for the treatment of leachate for a three-year term expiring May 31, 2026, and

WHEREAS, the Authority and the City desire to extend the term of the Agreement through May 31, 2029.

AGREEMENT

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

1. The Agreement is hereby amended by deletion of the existing language of **Section 1. Term**, and addition of new language as follows:

“The term of this initial Agreement shall commence on June 1, 2023 and shall continue for a term of three years. Additional extensions to this Agreement may be executed by Amendment. Upon execution of this Amendment, the term will be extended through May 31, 2029.”

2. All terms and conditions of the Agreement, except as herein amended, shall remain in full force and effect.

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

The return of one signed copy of this Amendment, together with the formal resolution of approval, constitutes acceptance of this Amendment.

CITY OF OGDENSBURG:

**DEVELOPMENT AUTHORITY OF THE
NORTH COUNTRY**

By: _____
Fonda Chronis, City Manager
Email: fchronis@ogdensburg.org
Date: _____

By: _____
Carl E. Farone, Jr., Executive Director
Email: cfarone@danc.org
Date: _____



Board Resolution No. 2026-05-39
May 28, 2026

FISCAL YEAR 2027 CAPITAL BUDGET AMENDMENT
CELL 15 DESIGN AND CONSTRUCTION
MATERIALS MANAGEMENT DIVISION

Whereas, pursuant to **Resolution No. 2026-02-09** the Development Authority of the North Country (Authority) established a \$16,000,000 capital project budget for cell 15 design and construction (Project 20-239) for the Materials Management division, and

Whereas, the Authority intends to finance the full cost of the project through the issuance of bonds, and

Whereas, estimated costs associated with such bonding have been obtained, including legal, trustee, municipal advisor and rating agency fees as well as debt service reserve and premium/discount funding, and

Whereas, the anticipated total cost of such fees and funding were not included in the original project budget and are estimated to be \$1,000,000, and

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the capital project budget for Cell 15 Design and Construction (Project 20-239) from \$16,000,000 to \$17,000,000.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - 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. 2026-05-39 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-40
May 28, 2026

**AUTHORIZING THE ISSUANCE AND SALE
OF THE AUTHORITY'S SOLID WASTE MANAGEMENT SYSTEM
REVENUE BONDS IN AN AGGREGATE PRINCIPAL
AMOUNT NOT TO EXCEED \$17,000,000
AND THE EXECUTION OF RELATED DOCUMENTS**

Whereas, by Title 29 of Article 8 of the Public Authorities Law of the State of New York, as amended, and Chapter 670 of the Laws of 1985 of the State of New York (collectively the "Act"), the Authority was created with the authority and power to issue its bonds for the purpose of, among other things, acquiring, constructing and equipping certain solid waste management facilities as defined in and authorized by the Act; and

Whereas, the Authority has entered into a solid waste management agreement dated as of October 1, 1986, as amended (the "Waste Disposal Agreement") by and among the Authority and the County of Jefferson, the County of Lewis, the County of St. Lawrence and the City of Watertown (collectively, the "Municipalities") providing for the delivery of solid waste to facilities of the Authority for disposal and the payment of fees by the Municipalities; and

Whereas, the Authority proposes to undertake a project (the "Project") consisting of (a) the acquisition, construction and installation of an expansion (the "Expansion") of the Authority's Solid Waste Management Facility (the "SWMF") located in the Town of Rodman, Jefferson County, New York including, but not limited to, construction of Cell 15, together with equipment, machinery and apparatus required in connection therewith (the "Equipment" and, together with the Expansion, the "Project Facility"), and (b) paying costs incidental to the financing thereof; and

Whereas, the Authority deems it appropriate and necessary to issue its Revenue Bonds in one or more series in an aggregate original principal amount not to exceed \$17,000,000 (the "Bonds") to (i) finance costs of the Project, (ii) fund necessary reserves, and (iii) pay costs associated with the issuance of the Bonds; and

Now, therefore be it

RESOLVED, by the Development Authority of the North Country as follows:

Section 1.

The Authority hereby finds and determines that:

- (a) By virtue of the Act, the Authority has been vested with all the powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers

granted to it under the Act; and

- (b) The Project constitutes a "Project", as such term is defined in the Act; and
- (c) It is desirable and in the public interest for the Authority to issue its Bonds in one or more series in an aggregate principal amount not to exceed \$17,000,000.

Section 2.

The Authority is hereby authorized to issue and execute, sell and deliver the Bonds in one or more series in an aggregate principal amount not to exceed \$17,000,000 pursuant to the Act, provided that:

- (a) The Bonds shall be issued solely for the purpose of (i) financing a portion of the cost of the Project, (ii) paying costs associated with the issuance of the Bonds including bond insurance premiums, if any and (iii) funding of debt service operating and maintenance, and other reserves as may be necessary or advisable.
- (b) The Bonds and the interest on them are not and shall never be a debt of the State of New York, the Counties of Jefferson, Lewis or St. Lawrence, New York or of the City of Watertown, New York, and neither the State of New York, the Counties of Jefferson, Lewis, or St. Lawrence, New York, nor the City of Watertown, New York shall be liable thereon.
- (c) The Bonds, together with interest payable on them, shall be special obligations of the Authority payable solely from the revenues and receipts derived from the SWMF, or from the enforcement of the security provided by the Financing Documents (as defined in Section 3 hereof).
- (d) Notwithstanding any other provision of this Resolution, the Authority covenants that it will make no use of the proceeds of the Bonds or bond anticipation notes or of any other funds which would cause the Bonds or bond anticipation notes to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 3.

The Authorized Representatives of the Authority (as defined in Section 6 hereof) are each authorized, in the name and on behalf of the Authority, to negotiate, execute, deliver and/or approve the following and any other documents necessary to issue the Bonds (collectively, the "Financing Documents"):

- (a) one or more series indentures between the Authority and a trustee providing for the issuance of the Bonds;

- (b) such amendments to the trust indenture by and between the Authority and BNY Mellon Trust as successor to Key Trust Company as Trustee dated as of July 1, 1992, as may be made without bondholder consent;
- (c) contracts of purchase or other appropriate agreements among the Authority, trustees, underwriters, remarketing agents and/or rating agencies for one or more series of the Bonds which shall contain such terms and conditions as may be necessary or appropriate to effect the issuance and sale of all or a portion of the Bonds and the underwriting, marketing and remarketing of all or a portion of the Bonds;
- (d) any preliminary official statements and official statements to be distributed in connection with the offering and sale of the Bonds;
- (e) agreements with financing institutions providing for the issuance of policies of municipal bond insurance or other forms of credit enhancement as security for all or portions of the Bonds;
- (f) one or more mortgage, security or pledge agreements to secure the Authority's obligations with respect to the Bonds or any credit enhancement for the Bonds, covering such portions of the real property, structures, fixtures, personal property, chattel paper or other assets of the Authority now owned or hereafter acquired;
- (g) amendments to the Waste Disposal Agreement necessary or appropriate in connection with the Project or the issuance of the Bonds;
- (h) the, Bonds, in one or more series, including, without limitation, the authority to determine and carry out the following:
 - (1) the sale of the Bonds at a public or private sale;
 - (2) the principal amount of Bonds to be issued, not to exceed \$17,000,000 in the aggregate principal amount;
 - (3) the issuance of the Bonds, or a portion thereof, as tax-exempt obligations under the Code or as taxable bonds;
 - (4) the date or dates, maturity date or dates and principal amount of each maturity of the Bonds, the amount and date of each sinking fund installment, if any, and which of the Bonds, shall be serial bonds, term bonds or capital appreciation bonds;
 - (5) the interest rate or rates of the Bonds, the date or dates from which interest on the Bonds shall accrue and the first interest payment date or dates therefor;

- (6) the denomination or denominations of and the manner of numbering and lettering the Bonds;
 - (7) the trustee for the Bonds;
 - (8) the paying agent or paying agents for the Bonds, the place or places of payment of the principal, sinking fund installment, if any, redemption price of and interest on the Bonds;
 - (9) the redemption price or redemption prices, if any, and the redemption terms, if any, for the Bonds;
 - (10) provisions for the sale or exchange of the Bonds and for the delivery thereof;
 - (11) the forms of the Bonds, which are hereby authorized to be issued in the form of fully registered bonds, and the forms of the trustee's certificate of authentication thereon;
 - (12) if any of the Bonds are capital appreciation bonds, the maturity dates for such bonds and the accreted value on each such maturity date and the manner in which and the period during which principal and Interest shall be deemed to occur; and
 - (13) any other provisions deemed advisable by an Authorized Representative of the Authority, not in conflict with the provisions hereof; and
- (i) all such further instruments, agreements, certificates, evidence of indebtedness, powers of attorney and other documents as necessary or appropriate to complete the acquisition, construction, renovation, operation and equipping of the Project Facility and the issuance of the Bonds.

Section 4.

The Authorized Representatives of the Authority (as defined in Section 6 hereof) are further authorized to sell all or a portion of the Bonds to the New York State Environmental Facilities Corporation ("EFC") in the form prescribed in one or more loan agreements (the "Loan Agreements") between the Authority and EFC; to execute and deliver on behalf of the Authority one or more Loan Agreements, Project Financing Agreements, and Letters of Intent with EFC and to accept the definitive terms of one or more Loan Agreements from EFC by executing and delivering one or more Terms Certificates; and to execute such other documents, and take such other actions as are necessary or appropriate to obtain a loan or loans from EFC for all or a portion of the costs of the Project, and performing the Authority's obligations under its bonds delivered to EFC, the Project Financing Agreements and the Loan Agreements.

Section 5.

The Authorized Representatives of the Authority (as defined in Section 6 hereof) are further authorized to apply to the EFC for a direct loan in such amount as they deem advisable to be used solely for the purpose of financing the cost of the Project and to negotiate and execute on behalf of the Authority such loan agreements, notes and such other documents and take such other actions as are necessary or appropriate to obtain a loan from EFC for all or a portion of the costs of the Project.

Section 6.

The Chair, Vice Chair and Executive Director of the Authority are each hereby designated Authorized Representatives of the Authority and the Chair may in writing designate additional Authorized Representatives. Each of the Authorized Representatives are hereby each authorized and directed to do or cause to be done all such other acts and things, to make all payments required pursuant to the Financing Documents, and to execute all such documents, certificates and instruments, including without limitation, the creation of new banking accounts and the pledge of any accounts, whether new or existing, as in his or her judgment may be necessary or advisable in order to carry out the Financing Documents and the transactions contemplated thereby or desirable or proper to effectuate the purposes of this Resolution and to cause compliance by the Authority with all of the terms, covenants and provisions of the Financing Documents binding upon the Authority. None of the officers, employees or agents of the Authority, however, shall have any personal liability under the Bonds or the Financing Documents.

Section 7.

Notwithstanding any other provision of this Resolution, the person executing the Financing Documents on behalf of the Authority is hereby authorized to agree to such changes, insertions, omissions and modifications of the Financing Documents as he or she may approve. The execution of the Financing Documents by any such person shall be deemed to be complete and with full approval of any such changes, insertions, omissions and modifications by the members of the Authority.

Section 8.

This Resolution shall constitute a declaration of the Authority's "official intent" to reimburse expenditures for the Project with proceeds of the Bonds and/or bond anticipation notes as required by Treasury Regulation Section 1.150-2.

Section 9.

This Resolution shall take effect immediately and the Bonds and/or bond anticipation notes are hereby ordered to be issued in accordance with this Resolution. A copy of this Resolution, together with its attachments, shall be

placed on file in the office of the Authority where the same shall be available for public inspection during business hours.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-40 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-41
May 28, 2026

FYE 2027 OPERATING BUDGET AMENDMENTS
TELECOMMUNICATIONS DIVISION
CSX CROSSING ENCROACHMENT FEES

Whereas, the Development Authority of the North Country (Authority) adopted an Operating Budget for the Telecommunications Division for FY 2027 pursuant to **Resolution No. 2026-02-11**, and

Whereas, the railroad CSX Transportation Inc. requires Wireline Crossing Agreements wherever utilities run over, under or across their infrastructure, and

Whereas, after the FY 2027 budget was approved, CSX notified the Authority that 16 Wireline Crossing Agreement had expired and the cost to renew for a twenty-five year term will be \$112,600, and

Whereas, the FY 2027 Telecommunications Budget included \$108,000 for Underground Locating (GL 5135), which was planned to be used for third party locating service, and

Whereas, to save costs and deliver services more efficiently, as of March 30, 2026, underground locating has been transitioned to existing internal staff, making \$88,000 available for use for CSX permitting fees, and

Whereas, Contingency (GL 6901) of \$24,600 of the \$25,000 budgeted is also available to accommodate this unforeseen expense.

Now, therefore be it

RESOLVED, that the Development Authority of the North Country hereby amends the FY 2027 Telecommunications operating budget as follows:

GL	Current Budget	Proposed Increase/ Decrease	Amended Budget
Underground Locating (GL 5135)	\$108,000	(\$88,000)	\$20,000
Contingency (GL 6901)	\$25,000	(\$24,600)	\$400
Permitting (GL 5834)	\$0	\$112,600	\$112,600

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-41 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-42
May 28, 2026

NTIA MIDDLE MILE CAPITAL PROJECT
SEQRA TYPE II ACTION
NO SIGNIFICANT IMPACT ON THE ENVIRONMENT

Whereas, pursuant to **Resolution No. 2022-09-71** Development Authority of the North Country (Authority) established the "NITA Middle Mile Capital Project" (Project); a multi-year capital improvement project funded in part by the National Telecommunications and Information Administration (NTIA) Middle Mile Grant Program, and

Whereas, the Authority partnering with National Grid and Northland Communications received grant funding to complete the middle mile project. The Project will provide access to high-quality broadband internet to unserved and underserved communities in Upstate New York. The Project is spread out across Upstate New York and includes communities in 12 counties including Franklin, St. Lawrence, Jefferson, Lewis, Hamilton, Warren, Herkimer, Oswego, Onondaga, Oneida, Fulton, and Montgomery, and

Whereas, the Authority has completed a National Environmental Policy Act review for the Project with NTIA and it was determined that the Project was deemed as a categorical exclusion (CE). CE is a class of actions that a federal agency has determined, after review by the Council on Environmental Quality (CEQ), do not individually or cumulatively have a significant effect on the human environment and for which, therefore, neither an environmental assessment nor an environmental impact statement is normally required, and

Whereas, this Project will be completed with minimal land disturbance. All aerial and underground construction methods will utilize the roadside, or utility right of way, and will adhere to local permitting regulations, and

Whereas, a review of 6 NYCRR Part 617 was completed as required by the State Environmental Quality Review Act (SEQRA) to determine if any additional action is required. The proposed project, as described in this resolution meets the following Type II classification under 6 NYCRR 617.5(c) of the State Environmental Quality Review Act (SEQRA): (7) installation of telecommunication cables in existing highway or utility rights of way utilizing trenchless burial or aerial placement on existing poles; and (13) extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list, and

Whereas, since the proposed action meets the Type II Action classifications listed under Section 6 NYCRR 617.5(c) 7 and 13, the proposed project can be formally classified as Type II under the SEQRA and it can be further determined that the proposed action in 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 Project is a Type II Action, and will not have significant adverse impact on the environment, and therefore, no Environmental Impact Statement needs to be prepared and no further action with regards to SEQRA is required.

Motion by: A. MacKinnon

Seconded by: M. Murray

Voting:

Bibbins – **Absent**

Doheny – **Yes**

Hall – **Yes**

Hefferon – **Yes**

MacKinnon - **Yes**

Mastascusa -**Yes**

Murray – **Yes**

Virkler – **Absent**

Non-Voting:

Flint - **Present**

Hunt – **Present**

McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-42 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-43
May 28, 2026

**TERMINATION & RELEASE AGREEMENT
HAMILTON COUNTY TELECOMMUNICATION PROJECT
TELECOMMUNICATIONS DIVISION**

Whereas, pursuant to **Resolution No. 2023-12-88** the Development Authority of the North Country (Authority) authorized the Executive Director to execute a Facilities and Services Agreement (Agreement) with Hamilton County in the amount of \$550,000 to construct, own and operate 12 miles of fiber to connect public emergency towers between Morehouse, NY and Lake Pleasant, NY, (Project) and

Whereas, upon execution of said Agreement, the Authority's board of directors authorized a \$550,000 capital project for the Hamilton County Public Emergency Project, and

Whereas, at the time the Agreement was executed the estimated cost to construct the 12-mile route was \$550,000, inclusive of a 20% contingency, and

Whereas, in September 2025 the Authority received final preliminary make-ready applications back from pole owners, increasing the total estimated Project budget to \$1,084,800, inclusive of a 5.6% contingency, and

Whereas, upon receipt of the revised Project budget, Hamilton County requested that the Authority suspend all work on the Project, and

Whereas, despite making every reasonable effort to advance this Project, the Authority and Hamilton County mutually agreed that the Project will not be completed and that the Agreement be terminated, releasing the Authority and Hamilton County from any further liabilities or obligations with respect to the Agreement or the Project, and

Whereas, in contemplation of the Project, the Authority acquired \$56,588.87 in fiber optic cable for which the Authority has been paid and the parties agree the Authority may retain.

Now, therefore be it

RESOLVED, the Development Authority of the North Country Board of Directors authorizes the Executive Director to enter into the attached Termination and Release Agreement with Hamilton County, and be it further

RESOLVED, upon execution of said Termination and Release Agreement, the Development Authority of the North Country Board of Directors authorizes the Chief Financial Officer to pay Hamilton County \$56,588.87 for the fiber optic cable purchased in contemplation of the Project and is hereby directed to take all actions necessary and appropriate to record the payment and termination of the Agreement in accordance with applicable accounting standards.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-43 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

**TERMINATION AND RELEASE AGREEMENT
DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY
AND HAMILTON COUNTY**

This **TERMINATION AND RELEASE AGREEMENT** (“Agreement”) is made by and among the Development Authority of the North Country, a New York State public benefit corporation with an address for purposes hereof at 317 Washington Street, Watertown, NY 13601 (“DANC”) and Hamilton County, a New York State County with an address for purposes hereof at 102 County View Drive, PO Box 205, Lake Pleasant, NY 12108 (“Hamilton County”) as of _____, 2026 (“Effective Date”). DANC and Hamilton County are sometimes referred to in the Agreement as a “Party” and collectively as the “Parties”.

WHEREAS, DANC and Hamilton County entered into that certain Facilities and Services Agreement dated as of May 31, 2024 (“FSA”). Capitalized terms set forth herein but not otherwise defined herein shall have the meanings ascribed to such terms in the FSA; and

WHEREAS, the FSA contemplated a project that would have resulted in the construction of certain fiber optic network facilities at various locations in Hamilton County (“Project”); and

WHEREAS, Hamilton County is the recipient of certain grant funding for the Project pursuant to the Statewide Interoperable Communications Grant by the New York State Division of Homeland Security and Emergency Services (the “Grantor”); and

WHEREAS, recent cost estimates for make ready work for the Project exceed initial projections; and

WHEREAS, Hamilton County requested that DANC suspend work on the Project; and

WHEREAS, DANC acquired fiber optic cable in contemplation of the FSA and the Project (“Fiber Optic Cable”), the value of which totals \$56,588.87, and which the Parties agree DANC may retain, as described herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree as follows:

1. **Termination, Satisfaction and Release.** DANC and Hamilton County each acknowledge and agree that DANC shall reimburse Hamilton County for the Fiber Optic Cable in an amount totaling \$56,588.87 (“Payment”) and DANC shall retain ownership and control of the Fiber Optic Cable and Hamilton County relinquishes any claim to such Fiber Optic Cable. The Payment shall be made by DANC to Hamilton County within thirty (30) dates after the Effective Date of this Agreement.

Upon the payment for the Fiber Optic Cable to Hamilton County, the Parties agree that any and all obligations set forth in the FSA shall be canceled and terminated, and that DANC and

Hamilton County are each released from any further liabilities or obligations with respect to the Project and the FSA.

Without limiting the generality of the foregoing, in consideration of the payment for the Fiber Optic Cable to Hamilton County and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hamilton County and each of its officers, members of the Board of Supervisors, agents, employees and assigns, on behalf of itself, himself, or herself, and on behalf of their respective past, present, and future agents, representatives, attorneys, insurers, transferees, successors and assigns (collectively, the "Hamilton County Releasors"), hereby unconditionally and irrevocably waive and release any and all legal, equitable, or other claims, actions, demands, set offs, covenants, promises, obligations, judgments, causes of action, costs, expenses and damages of any kind, both known and unknown, including, without limitation, all claims with respect to the Project and the FSA and all attorneys' fees, costs and expenses (collectively, "County Claims"), they have, or may have, against DANC and each of its officers, members of the Board of Directors, agents, employees and assigns, on behalf of itself, himself, or herself, and on behalf of their respective past, present, and future agents, representatives, attorneys, insurers, transferees, successors and assigns, (collectively, the "DANC Releasees") from the beginning of time to the date of the payment of the consideration herein, and the Hamilton County Releasors hereby unconditionally and irrevocably waive and release any and all County Claims which may hereafter accrue against the DANC Releasees arising out of, resulting from, related to, or in connection with the Project and the FSA.

Without limiting the generality of the foregoing, in consideration of the retention of the Fiber Optic Cable and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DANC and each of its officers, members of the Board of Directors, agents, employees and assigns, on behalf of itself, himself, or herself, and on behalf of their respective past, present, and future agents, representatives, attorneys, insurers, transferees, successors and assigns, (collectively, the "DANC Releasors"), hereby unconditionally and irrevocably waive and release any and all legal, equitable, or other claims, actions, demands, set offs, covenants, promises, obligations, judgments, causes of action, costs, expenses and damages of any kind, both known and unknown, including, without limitation, all claims with respect to the Project and the FSA and all attorneys' fees, costs and expenses (collectively, "DANC Claims"), they have, or may have, against Hamilton County and each of its officers, members of the Board of Supervisors, agents, employees and assigns, on behalf of itself, himself, or herself, and on behalf of their respective past, present, and future agents, representatives, attorneys, insurers, transferees, successors and assigns (collectively, the "Hamilton County Releasees") from the beginning of time to the date of the payment of the consideration herein, and the DANC Releasors hereby unconditionally and irrevocably waive and release any and all DANC Claims which may hereafter accrue against the Hamilton County Releasees arising out of, resulting from, related to, or in connection with the Project and the FSA.

2. **Binding Effect.** This Agreement shall be binding upon Hamilton County and all of the Hamilton County Releasors/Releasees and DANC and all of the DANC Releasors/Releasees.

Nothing in this Agreement, express or implied, is intended to confer on any other person, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of laws principles. The Parties hereto agree that they will submit any dispute under this Agreement to a federal or state court located in the Northern District of New York.
4. **Attorneys' Fees.** The Parties hereto agree to bear the responsibility for their own respective attorneys' fees and expenses.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Facsimile or scanned electronic execution and delivery of this Agreement is legal, valid, and binding execution and delivery for all purposes.
6. **Severability.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the Agreement. This Agreement shall be deemed to have been drafted jointly by each of the Parties.
7. **Entire Agreement.** The Parties hereto acknowledge and agree that this Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof. All prior and contemporaneous conversations, negotiations, and possible, alleged, and actual agreements, concerning the matters addressed herein are merged herein. The recitals set forth above are hereby incorporated by reference and made part of this Agreement. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each of the Parties hereto. No failure or delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**DEVELOPMENT AUTHORITY OF
THE NORTH COUNTRY**

HAMILTON COUNTY

By: _____
Name:
Title:

By: _____
Name:
Title:



Board Resolution No. 2026-05-44
May 28, 2026

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 28, 2026, 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: A. MacKinnon

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-44 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

Creek Wood Housing Development Fund Company

Annual Report

May 28, 2026

As of May 18, 2026, 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 2025.



Board Resolution No. 2026-05-45
May 28, 2026

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 28, 2026, 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: A. MacKinnon

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-45 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

Creek Wood II Housing Development Fund Company

Annual Report

May 28, 2026

As of May 18, 2026, the project had a 95.19% 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 2025.



Board Resolution No. 2026-05-46
May 28, 2026

**NORTH COUNTRY HOUSING CAPITAL REVOLVING LOAN FUND
ESTABLISH REGIONAL COMMITTEE**

Whereas, **Resolution No. 2025-12-76** established the North Country Housing Capital Revolving Loan Fund with a \$3 million grant from Empire State Development, and

Whereas, the fund was created to support workforce housing across the 7 counties of the North Country Regional Economic Development Council (NCREDC), and

Whereas, consistent with the administration of the North Country Transformational Community Tourism Fund, North Country Redevelopment Fund, and the North Country Value-Added Agriculture Fund, all created with grant funds from Empire State Development, the creation of a regional committee is desired to facilitate the timely review of applications to the program, and

Whereas, the use of the Regional Committee has proven very successful with the regional loan programs in vetting projects, and

Whereas, the North Country Housing Capital Loan Fund Committee will be comprised of at least 4 representatives with at least one representative from the Development Authority of the North Country, one from Empire State Development, and two identified by the North Country Regional Economic Development Council.

Now, therefore be it

RESOLVED, the Development Authority of the North Country does hereby establish the North Country Housing Capital Loan Fund Committee comprised of representation from the Development Authority of the North Country, Empire State Development, and the North Country Regional Economic Development Council, and further be it

RESOLVED, the Development Authority of the North Country Board of Directors authorizes the North Country Housing Capital Loan Fund Committee to commit loans of up to \$250,000 on behalf of the Board to be ratified at the next Board Meeting.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-46 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson



Board Resolution No. 2026-05-47
May 28, 2026

**ECONOMIC DEVELOPMENT FUND
HAND IN HAND EARLY CHILDHOOD CENTER INC.
LOAN MODIFICATION**

Whereas, **Resolution No. 2024-02-16** authorized a revolving line of credit of up to \$250,000 from the Economic Development Fund to Hand In Hand Early Childhood Center Inc. to bridge a Northern Border Regional Commission (NBRC) Catalyst grant in order to increase the number of early childhood daycare slots in Lewis County, and

Whereas, Hand In Hand was awarded \$2,966,422.80 from NBRC to add childcare slots within the Harrisville and South Lewis Central School Districts, as well as to extend their existing childcare center in Lowville to add two classrooms, and

Whereas, Lewis County is a childcare desert meaning that it does not have enough early childcare slots to meet demand and this project will help address this issue, and

Whereas, the Authority is the Local Development District for the NBRC grant and Regional Development staff is providing technical services to Hand In Hand to implement the grant, and

Whereas, Hand In Hand has completed the projects located in Harrisville and Lowville and is in the process of completing the project located in South Lewis, and

Whereas, Hand In Hand has modified the project scope with NBRC to extend the use of the funds until September 30, 2027 and has requested that the Authority extend the term of our loan until October 1, 2027, 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 revolving line of credit of \$250,000 to the Hand In Hand Early Childhood Center Inc. from the Economic Development Fund at the attached terms and conditions, to mature no later than October 1, 2027, or upon receipt of the final grant disbursement, whichever occurs first.

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

Voting:

Bibbins – **Absent**
Doheny – **Yes**
Hall – **Yes**
Hefferon – **Yes**

MacKinnon - **Yes**
Mastascusa -**Yes**
Murray – **Yes**
Virkler – **Absent**

Non-Voting:

Flint - **Present**
Hunt – **Present**
McGrath – **Absent**

* - indicates attendance via videoconference.

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

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Chairperson of the Board of Directors of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2026-05-47 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 28th day of May, 2026, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 28th day of May, 2026.

Mary Doheny
Board Chairperson

TERM SHEET

Borrower: Hand In Hand Early Childhood Center Inc.

Loan Fund: Economic Development Fund

Loan Amount: Revolving line of credit-\$250,000.00

Term: Mature 10/1/2027, or upon receipt of the final grant disbursement, whichever occurs first

Rate: ½ Wall Street Journal Prime plus 1 set at closing

Payment: Monthly interest payments

Collateral: Assignment of payments from Northern Border Regional Commission Grant

Conditions: Northern Border Regional Commission grant