



### **2026 BOARD MEMBERS**

All WCLDC Board Members are appointed by the Chair of the Board of Supervisors of Warren County, who is also the sole member of the WCLDC

Nathan Etu  
Robert Landry  
Peter McDevitt  
David Strainer  
Nancy Turner  
Mike Wild

### **Officer Appointments**

Chair – Mike Wild - appointed 1/1/26

As Proposed by the Chair:

Vice Chair – Nathan Etu - appointed 1/29/26

Secretary – Robert Landry - appointed 1/29/26

Treasurer – Peter McDevitt – appointed 1/29/26

### **2026 GOVERNANCE COMMITTEE MEMBERS**

As proposed by Chair

Nathan Etu  
Nancy Turner  
David Strainer

### **2026 AUDIT & FINANCE COMMITTEE MEMBERS**

As proposed by Chair

Peter McDevitt  
Robert Landry

### **2026 BUSINESS SUPPORT COMMITTEE**

As established at the 1/16/2025 Board of Directors Meeting

Mike Wild  
Robert Landry – Advisory Role

**2026 BUSINESS REVIEW COMMITTEE**

Continue as indicated below:

Michael S. Borgos  
Borgos & Del Signore P.C.

Connor McCoy  
NBT Bank

Michael Murray  
Adirondack Trust Company

Mark Yrsha  
Arrow Bank

Jean Lapper  
Anderson Advisory CPAs

**2026 PROFESSIONALS RETAINED AND APPROVED RELATIONSHIPS**

**Certified Public Accountant/Auditor**

EFPR Group  
6390 Main Street  
Suite 200  
Williamsville, NY 14221

**General Counsel**

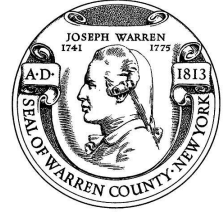
Fitzgerald Morris Baker Firth, P.C.  
68 Warren Street  
Glens Falls, NY 12801

**Banking Institutions**

Arrow Bank  
TD Bank

# Warren County Board of Supervisors

**WARREN COUNTY MUNICIPAL CENTER  
1340 STATE ROUTE 9  
LAKE GEORGE, NEW YORK 12845-9803**



**Telephone 518-761-6535  
Fax 518-761-7652**

**Kevin B. Geraghty, Chairman**

**Amanda Allen, Clerk of the Board**

January 12, 2026

Jim Siplon, President & CEO  
EDC Warren County  
333 Glens Street, Suite 101  
Glens Falls, NY 12801

Dear Mr. Siplon:

Please be advised that pursuant to EDC Warren County Bylaws Article III Section 2a, I, Kevin B. Geraghty, as Chairman of the Board of Supervisors of the County of Warren, hereby designate Michael Wild, Town of Queensbury At-Large Supervisor, as an alternate director to serve in my place as a member of the EDC Board of Directors, effective immediately and continuing for the year 2026 unless such authorization is otherwise revoked.

Please contact me if you should have any questions or concerns with regard to this matter.

Best regards,

Kevin B. Geraghty, Chairman  
Warren County Board of Supervisors



**MINUTES**  
**Regular Monthly Meeting of the WCLDC Board of Directors**

EDC Offices, 11 South Street, Suite 201, Glens Falls  
December 18, 2025 at 11:00 a.m.

*Voting Members Present:*

Michael Wild – Chair, Supervisor, Town of Queensbury at Large  
Nathan Etu, Vice Chair, Supervisor, Town of Queensbury at Large  
Nancy Turner – Supervisor, City of Glens Falls, Ward 3  
David Strainer – Supervisor, Town of Queensbury at Large

*Staff:*

Jim Siplon – President EDC/ WCLDC CEO  
Diane Dumouchel – EDC Finance Compliance Director / WCLDC CFO

*Absent:*

Peter McDevitt – Treasurer  
Robert Landry – Secretary  
Mark Smith – Director  
Tricia Hartle – EDC/WCLDC Economic Development Coordinator

**Welcome & Call to Order:** Chair Mike Wild welcomed everyone and called the meeting to order at 11:08 a.m.; quorum established. The meeting was livestreamed and a recording of the meeting can be found on the WCLDC's YouTube channel.

**Approval of Minutes:** Motion to approve the minutes of the November 2025 WCLDC Regular Board of Directors meeting made by Nancy Turner; seconded by Nate Etu; no discussion; all in favor; motion passes.

**Financial Update:** CFO Dumouchel reviewed the WCLDC November 2025 Financials providing an overview of the fund balance, cash and accounts receivable. Ms. Dumouchel gave an overview of the new debit card policy. The debit card is to be used for small incidental office or subscription (ex. Dropbox) purchases that previously passed through the EDC.

**Loan Portfolio:** Ms. Dumouchel provided an overview of the loan portfolio indicating there are five active loans; and three having loan modifications and two newer loans still within the first 6-month interest-only period. All five loans will start principal and interest payments in the first quarter of the new year.

**Presidents/Staff Report:** President Siplon gave an overview of the work that Bob Bullock has been working on, in particular, the press release that will be shared with Board Members via email before the new year. Board members would like to discuss short and long-term goals to the annual meeting agenda.

**Approvals, Actions and Resolutions:**

Motion to approve the **WCLDC November 2025 Financials** made by David Strainer; seconded by Nate Etu; no discussion; all in favor; motion passes.

Motion to approve the **WCLDC Debit Card Policy** made by David Strainer; seconded by Nate Etu; no discussion; all in favor; motion passes.

Review and approval of Press Release tabled to a subsequent meeting

**Adjournment:** Upon no further business to come before the board, a motion is made by David Strainer to adjourn; seconded by Nancy Turner; carried unanimously at 11:31 p.m.

Next Meeting: January 22, 2026 to be held in person at EDC Offices, 11 South Street, 11:00 a.m.

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01/27/26

Accrual Basis

**Warren County LDC**  
**Balance Sheet to prev month**  
**As of December 31, 2025**

	<u>Dec 31, 25</u>	<u>Nov 30, 25</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking/Savings	309,494.62	337,006.15	-27,511.53
Accounts Receivable	398,772.81	368,982.02	29,790.79
Other Current Assets	898,906.71	893,324.99	5,581.72
<b>Total Current Assets</b>	<u>1,607,174.14</u>	<u>1,599,313.16</u>	<u>7,860.98</u>
<b>TOTAL ASSETS</b>	<u><b>1,607,174.14</b></u>	<u><b>1,599,313.16</b></u>	<u><b>7,860.98</b></u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
Current Liabilities	678.00	351.50	326.50
<b>Total Liabilities</b>	<u>678.00</u>	<u>351.50</u>	<u>326.50</u>
<b>Equity</b>			
Board Designated Fund	300,965.52	300,965.52	0.00
Opening Balance Equity	473,514.08	473,514.08	0.00
Unrestricted Net Assets	790,665.97	790,665.97	0.00
Net Income	41,350.57	33,816.09	7,534.48
<b>Total Equity</b>	<u>1,606,496.14</u>	<u>1,598,961.66</u>	<u>7,534.48</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,607,174.14</b></u>	<u><b>1,599,313.16</b></u>	<u><b>7,860.98</b></u>

# Warren County LDC

## Balance Sheet Prev Year Comparison

### As of December 31, 2025

	Dec 31, 25	Dec 31, 24	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
Checking/Savings	309,494.62	281,525.68	27,968.94	9.9%
Accounts Receivable	398,772.81	207,820.29	190,952.52	91.9%
Other Current Assets	898,906.71	1,085,910.60	-187,003.89	-17.2%
<b>Total Current Assets</b>	<u>1,607,174.14</u>	<u>1,575,256.57</u>	<u>31,917.57</u>	<u>2.0%</u>
<b>TOTAL ASSETS</b>	<u><b>1,607,174.14</b></u>	<u><b>1,575,256.57</b></u>	<u><b>31,917.57</b></u>	<u><b>2.0%</b></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	178.00	0.00	178.00	100.0%
Other Current Liabilities	500.00	111.00	389.00	350.5%
<b>Total Current Liabilities</b>	<u>678.00</u>	<u>111.00</u>	<u>567.00</u>	<u>510.8%</u>
<b>Total Liabilities</b>	<u>678.00</u>	<u>111.00</u>	<u>567.00</u>	<u>510.8%</u>
<b>Equity</b>				
Board Designated Fund	300,965.52	20,554.40	280,411.12	1,364.2%
Opening Balance Equity	473,514.08	483,514.08	-10,000.00	-2.1%
Unrestricted Net Assets	790,665.97	1,011,696.85	-221,030.88	-21.9%
Net Income	41,350.57	59,380.24	-18,029.67	-30.4%
<b>Total Equity</b>	<u>1,606,496.14</u>	<u>1,575,145.57</u>	<u>31,350.57</u>	<u>2.0%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>1,607,174.14</b></u>	<u><b>1,575,256.57</b></u>	<u><b>31,917.57</b></u>	<u><b>2.0%</b></u>

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01/27/26

Accrual Basis

**Warren County LDC**  
**Statement of Activities MTD**  
**December 2025**

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	<u>Dec 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
Investments	5,581.72	3,510.00	2,071.72
Program Income	6,896.86	5,424.00	1,472.86
<b>Total Income</b>	<u>12,478.58</u>	<u>8,934.00</u>	<u>3,544.58</u>
<b>Gross Profit</b>	12,478.58	8,934.00	3,544.58
<b>Expense</b>			
Bank Service Charges	67.92		
Contract Services	500.00	4,155.37	-3,655.37
Program Expense	4,376.18	6,678.11	-2,301.93
<b>Total Expense</b>	<u>4,944.10</u>	<u>10,833.48</u>	<u>-5,889.38</u>
<b>Net Ordinary Income</b>	<u>7,534.48</u>	<u>-1,899.48</u>	<u>9,433.96</u>
<b>Net Income</b>	<u><u>7,534.48</u></u>	<u><u>-1,899.48</u></u>	<u><u>9,433.96</u></u>



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Accrual Basis

**Warren County LDC**  
**Statement of Activities FYTD**  
**January through December 2025**

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	<u>Jan - Dec 25</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Investments</b>	30,390.07	34,650.00	-4,259.93
<b>Program Income</b>	81,208.03	66,350.00	14,858.03
<b>Total Income</b>	<u>111,598.10</u>	<u>101,000.00</u>	<u>10,598.10</u>
<b>Gross Profit</b>	111,598.10	101,000.00	10,598.10
<b>Expense</b>			
<b>Bank Service Charges</b>	207.92		
<b>Contract Services</b>	19,647.88	22,822.00	-3,174.12
<b>Program Expense</b>	50,391.73	78,178.00	-27,786.27
<b>Total Expense</b>	<u>70,247.53</u>	<u>101,000.00</u>	<u>-30,752.47</u>
<b>Net Ordinary Income</b>	<u>41,350.57</u>	<u>0.00</u>	<u>41,350.57</u>
<b>Net Income</b>	<u><u>41,350.57</u></u>	<u><u>0.00</u></u>	<u><u>41,350.57</u></u>

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01/20/26

Accrual Basis

**Warren County LDC**  
**Profit & Loss Budget Overview**  
January through December 2026

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	Jan - Dec 26
Ordinary Income/Expense	
Income	
Investments	22,000.00
Program Income	
Bank Interest	4,000.00
Contract - Warren County	60,000.00
Loan Fees	600.00
Loan Interest	6,600.00
Total Program Income	71,200.00
Total Income	93,200.00
Gross Profit	93,200.00
Expense	
Bank Service Charges	300.00
Contract Services	
Accounting Fees	10,000.00
Legal Fees	6,000.00
Marketing	0.00
Total Contract Services	16,000.00
Operations	
Supplies	1,150.00
Total Operations	1,150.00
Program Expense	
Marketing	8,000.00
Professional Services Contract	50,000.00
Program Expense - Other	17,750.00
Total Program Expense	75,750.00
Total Expense	93,200.00
Net Ordinary Income	0.00
Net Income	0.00

## SERVICE PROVIDER AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made by and between the WARREN COUNTY LOCAL DEVELOPMENT CORPORATION ("WCLDC"), a not-for-profit corporation of the State of New York, having a principal place of business located at the 1340 State Route 9, Lake George, New York 12845 and the ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK ("Provider"), 11 South Street – Suite 201, Glens Falls, New York 12801.

1. The WCLDC and the Provider agree that the Provider shall provide the WCLDC with professional services in connection with the WCLDC revolving loan fund and other services specified by Paragraph 5 below.
2. In consideration of the services to be provided by the Provider, the WCLDC shall pay the Provider the total sum of Fifty Thousand Dollars (\$50,000.00). The WCLDC shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the WCLDC.
3. The Provider shall provide not less than two (2) of Provider's personnel to perform services described in paragraph 5 and who shall possess particular or expertise for which the WCLDC is contracting herein.
4. The WCLDC engages the Provider to provide grant and loan administrative services with respect to any current grants and loans awarded to the County. The WCLDC appoints the Provider as a sub-recipient of the WCLDC with respect to any grants and loans as contemplated within paragraph 5 below.
5. The Provider shall undertake the following activities:
  - a. Promote, operate, and expand the existing revolving loan fund, administer the existing loan portfolio, pursue repayment and collection of loans, adopt loan program policies and guidelines, rigorously review all loan applications, maximize use of loan funds to improve employment opportunities. Coordinate and integrate contributions from the Business Review Board.
  - b. Administer other economic development and loan and grant programs as the WCLDC and the Provider may agree upon. Align and coordinate WCLDC programs with overall Economic Development activity in Warren County and region.
  - c. The Provider will provide regularly (at least quarterly) reports to the Warren County WCLDC Board Members.
  - d. The Provider shall comply with all applicable federal, state, and local laws. The Provider is a local authority and as such has Public Authorities Law and Public Authorities Accountability Act compliance requirements.
6. The term of this Agreement shall commence January 1, 2026, and end December 31, 2026.
7. Either Party may terminate this Agreement with sixty (60) day advance written notice to the other Party.
8. The Provider on behalf of the WCLDC shall meet at least once per year with the County's Board of Supervisors standing committee for Economic Growth and Development.

9. All materials and property prepared for and on behalf of the WCLDC, together with all information memoranda, or other written material regarding the WCLDC's grants or loans, shall be deemed to be owned by the WCLDC and may be used by the WCLDC for any auditing or compliance reviews.

10. All financial and statistical records concerning or related to the purpose of this Agreement shall be maintained by the Provider for a minimum of six (6) years and shall be subject to inspection at reasonable times and notice by the WCLDC and its authorized officers, employees, and designees. The WCLDC's authorized officers, employees, and designees shall be permitted to conduct any audits or other reviews deemed appropriate of said records. The Provider shall cooperate and provide all documents, records, receipts, account balance statements, vendor invoices, cash receipts journals, checks or copies of checks, deposit slips, purchase journals, State and Federal tax returns, and other information requested during such audits or reviews so that the WCLDC may perform a full and complete audit, or any accountants or auditors retained by the WCLDC shall be considered as authorized officers or designees of the WCLDC for purposes of audits and reviews.

11. Any type of discrimination and harassment is against WCLDC policy and is unlawful. The Provider acknowledges and agrees that it has read the entire WCLDC Policy Against Discrimination and Harassment, a copy of which can be found online at [www.warrencountyny.gov](http://www.warrencountyny.gov) under policies/union contracts/forms the link labeled Warren County Policy against Discrimination and Harassment. The WCLDC Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the WCLDC. This Agreement incorporates the entire policy as a material term of this Agreement. The Provider shall follow the policy in its entirety. If a complaint does arise, the Provider is to notify the WCLDC promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the WCLDC, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the WCLDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from a WCLDC breach of this policy.

12. This Agreement shall not be assigned, sold or transferred by the Provider to any other agency, party, or corporation without the prior written consent of the WCLDC.

13. The Provider agrees that it is an independent contractor and that the Provider and its employees and agents shall not hold themselves out as or claim to be officers or employees of WCLDC and they shall not make any claim for any rights or privileges applicable to an officer or employee of WCLDC.

14. This Agreement shall be deemed executory only to the extent of the moneys available to the WCLDC and the appropriations made by the WCLDC in the 2026 budget for this allocation and no liability on account thereof shall be incurred to the WCLDC beyond money so available for the purpose thereof.

15. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

16. WCLDC shall be responsible for all damages caused to Provider by the acts, errors, or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement. To the fullest extent permitted by law, WCLDC shall defend, indemnify, and hold harmless Provider from and/or against claims, suits, actions, demands, liabilities, damages, and other

costs of defense, including attorney's fees, which may result by reason of any liability imposed by law or otherwise upon Provider arising from WCLDC's acts, errors or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement. WCLDC and its employees and/or agents shall cooperate with Provider in connection with the investigation, defense, or prosecution of any action, suit, or proceeding related to the acts, errors, or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement.

17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

18. This Agreement is the final agreement and understanding of the Parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

Warren County Local Development Corporation

\_\_\_\_\_  
Kara Lais, Attorney  
Fitzgerald Morris Baker Firth, P.C.

\_\_\_\_\_  
Michael Wild, Chairman

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

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

Economic Development Corporation, Warren  
County, New York

\_\_\_\_\_  
Jim Siplon, President

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



**WARREN COUNTY LDC RESOLUTION No. 20260129-01**  
**2026 Board and Committee Appointments**

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**NOW THEREFORE BE IT RESOLVED**, that the WCLDC Board has approved the attached list of Committee appointments to include – WCLDC Board Members; WCLDC Officers; Governance Committee Members; Audit & Finance Committee Members; Business Support Committee Members; Business Review Committee Members; Professional Relationships Retained. Members voting of the Board of Directors in the Affirmative

Nathan Etu	Y / N / Abstain / Absent	David Strainer	Y / N / Abstain / Absent
Robert Landry	Y / N / Abstain / Absent	Nancy Turner	Y / N / Abstain / Absent
Peter McDevitt	Y / N / Abstain / Absent	Mike Wild	Y / N / Abstain / Absent

I, Robert Landry Secretary of the Warren County Local Development Corporation (WCLDC) hereby certify that this resolution was duly adopted by the Board of Directors of said Corporation, at a meeting of said Board duly called and held on the 29th day of January 2026, at which a quorum of said Board was present, and that the same is true and correct transcript of said resolution, entered in the regular book of minutes of proceedings of WCLDC.

In witness where, I have hereunto set my hand on the \_\_\_\_ day of January 2026.

\_\_\_\_\_  
Robert Landry, Secretary, Warren County LDC



**WARREN COUNTY LDC RESOLUTION No. 20260129-3**

**Approval to Adopt New Policy on Financial Information and Cybersecurity Risk Mitigation**

**Introduced by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

**WHEREAS**, the Warren County Local Development Corporation (WCLDC) is a public authority subject to the New York State Public Authorities Accountability Act, the Open Meetings Law, and the Freedom of Information Law (FOIL); and

**WHEREAS**, the WCLDC is committed to maintaining the highest standards of transparency, accountability, and public access to its financial information and governance practices; and

**WHEREAS**, advances in artificial intelligence, automated data aggregation, and online criminal activity have created new and significant risks associated with the public posting of detailed financial information in machine-harvestable formats; and

**WHEREAS**, such risks include the potential misuse of vendor, contractor, and payment data to facilitate fraud, phishing schemes, identity-based financial crime, and other malicious activity directed at public authorities and their partners; and

**WHEREAS**, the Board of Directors has determined that it is prudent and responsible to modernize the Corporation's online posting practices in a manner that both preserves full transparency and reduces unnecessary exposure to cybersecurity and fraud risk; and

**WHEREAS**, the Corporation will continue to review full and detailed financial information during open Board meetings that are livestreamed and accessible to the public, and will continue to provide detailed financial records to the public upon request and in compliance with FOIL;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby adopts the **Policy on Financial Information and Cybersecurity Risk Mitigation**, dated \_\_\_\_\_; and

**BE IT FURTHER RESOLVED**, that the officers of the Corporation are authorized and directed to implement this policy and to ensure that summary financial information is posted online in advance of meetings while detailed financial records remain available for public review through Board meetings and by request; and

**BE IT FURTHER RESOLVED**, that this policy shall be reviewed periodically by the Board to ensure continued alignment with best practices, evolving cybersecurity threats, and statutory transparency requirements. Members of the Board of Directors voting as indicated below:

Michael Wild	Yes/No/Absent	Robert Landry	Yes/No/Absent
Nathan Etu	Yes/No/Absent	Nancy Turner	Yes/No/Absent
David Strainer	Yes/No/Absent	Peter McDevitt	Yes/No/Absent

I, Robert Landry Secretary of the Warren County Local Development Corp, (WCLDC) do hereby certify that this resolution was duly adopted by the Board of Directors of said corporation, at a meeting of said Board duly called and held on the January 29, 2026 at which a quorum of said Board was present, and that the same is true and correct of the transcript of said resolution, entered in the regular book of minutes of proceedings of WCLDC.

In witness where, I have hereunto set my hand on the \_\_\_\_ day of January 2026.

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Robert Landry – Secretary Warren County LDC





**WARREN COUNTY LDC RESOLUTION No. 20260129-02**  
**Approval of the 2026 Service Provider Agreement between EDC and WCLDC**

**Introduced by:** \_\_\_\_\_ **Seconded by:** \_\_\_\_\_

**WHEREAS,** a motion is made to approve the 2026 Service Provider Agreement between the EDC and the WCLDC;

**WHEREAS,** the members of the board received the document in advance for review.;

**WHEREAS,** there are no material changes from the previous year;

**NOW THEREFORE BE IT RESOLVED,** that the WCLDC Board has approved the 2026 Service Provider Agreement between the EDC and the WCLDC. Members of the Board of Directors voting as indicated below:

Michael Wild	Yes/No/Absent	Robert Landry	Yes/No/Absent
Nathan Etu	Yes/No/Absent	Nancy Turner	Yes/No/Absent
David Strainer	Yes/No/Absent	Peter McDevitt	Yes/No/Absent

I, Robert Landry Secretary of the Warren County Local Development Corp, (WCLDC) hereby certify that this resolution was duly adopted by the Board of Directors of said corporation, at a meeting of said Board duly called and held on the 29<sup>th</sup> day of January 2026, at which a quorum of said Board was present, and that the same is true and correct transcript of said resolution, entered in the regular book of minutes of proceedings of WCLDC.

In witness where, I have hereunto set my hand on the \_\_\_\_ day of January 2026.

\_\_\_\_\_  
Robert Landry – Secretary Warren County LDC