



COLUMBIA COUNTY LAND BANK CORPORATION NOTICE OF PUBLIC MEETING

Please take notice that there will be a regular meeting of the Columbia County Land Bank Corporation’s Full Board to be held in person on May 30, 2024 at 10:00am, at 401 State Street, Hudson, NY 12534 in accordance with Public Officers Law Section 103-a. This meeting is open to the public, who will have the opportunity to attend the meeting in person in the Committee Room at the 401 State Street address or via Zoom and provide live comments. Comments can also be provided via email before and during the meeting to cbrown@columbiaedc.com.

Meeting packets are posted and available on Columbia Economic Development’s website: <https://columbiaedc.com>.

Join Zoom Meeting:

Columbia Economic Dev Corp is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting: <https://us06web.zoom.us/j/81223276297?pwd=po5k2xe04JjNjYmU4wcGNnXeJ.1>

Meeting ID: 812 2327 6297, Passcode: 499310, Dial by your location: 1 646 931 3860

Find your local number: <https://us06web.zoom.us/u/kjgl8ituD>

Dated: July 9, 2024

Chris Brown, Housing Development Coordinator, Columbia Economic Development Corporation

CCLBC Board of Directors Agenda

Members:

Matt B. Murell – Board Chairman	Brenda Adams - Secretary	Chris Watz - Director
Ron Knott – Vice-Chairman	Suzette Booy - Director	
PJ Keeler - Treasurer	Patrice Perry - Director	

- I. Call to Order**
- II. Roll Call**
- III. May Minutes**
- IV. Appoint NYS Land Bank Association representative***
- V. Policies***
 - a. Code of Ethics Policy
 - b. Document Retention Policy
 - c. Privacy Policy
 - d. Sexual Harassment Policy
 - e. Travel and Discretionary Funds Policy
 - f. Whistleblower Policy
- VI. Committee Appointments***
- VII. CCLBC-CEDC Administrative Services Contract***
- VIII. Discussion**
 - a. Funding – Homes & Community Renewal
 - b. Acquisition Policy
 - c. Schedule future meetings
- IX. Public Comment**

Attachments:

May Minutes	Travel and Discretionary Funds Policy	
Code of Ethics Policy	Whistleblower Policy	
Document Retention Policy	Administrative Services Contract	
Privacy Policy		
Sexual Harassment Policy		

*Requires Approval

BOARD OF DIRECTORS MEETING

401 State Street, Hudson, NY 12534
Meeting Minutes
May 30, 2024

I. Call to Order

Matt B. Murell called the meeting to order at 10:07 am.

II. Roll Call

Directors Present: Matt B. Murell; Brenda Adams; Ron Knott; Suzette Booy; PJ Keeler; Patrice Perry; Chris Watz

Directors Absent: n/a

Also Present: Mike Tucker, President & CEO, Columbia Economic Development Corporation ('CEDC'); Chris Brown, Housing Development Coordinator, CEDC

III. Approval of By-Laws

C. Brown mentioned a necessary edit to the draft by-laws regarding the appointment of committee chairs. C. Watz called attention to a minor grammatical error regarding Annual Meetings.

C. Watz made a motion to approve the by-laws as amended, seconded by S. Booy.

The motion passed 7-0

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

IV. Appointment of Officers

M. Murell nominated the following slate of officers:

Chair: Matt B. Murell

Vice-Chair: Ron Knott

Treasurer: PJ Keeler

Secretary: B. Adams

C. Watz made a motion to approve the officer appointments, seconded by P. Keeler.

The motion passed 7-0

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

- V. Establish Standing Committees**
 - a. Acquisition & Disposition Committee**
 - b. Audit Committee**
 - c. Finance Committee**
 - d. Governance Committee**

M. Murell appointed P. Perry to the Executive Committee (no vote required). B. Adams made a motion to establish the above committees of the corporation, seconded by R. Knott.

The motion passed 7-0.

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

Corporate Organization

- a. Adopt foundational policies**
 - 1. Conflict of Interest Policy**
 - 2. Defense and Indemnification**
 - 3. Document Retention Policy**
 - 4. Internal Control Policy**
 - 5. Public Access to Meetings**

Conflict of Interest, Document Retention, Internal Control required amendments replacing the term(s) 'Board Chair' and 'Executive Director' with 'Administrative Agent'. C. Watz made a motion to approve the Conflict of Interest, Defense and Indemnification, Document Retention, Internal Control and Public Access to Meetings policies with the suggested amendments. S. Booy seconded the motion.

The motion passed 7-0.

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

VI. Next Steps

a. Establish bank account

S. Booy made a motion to open two bank accounts at the Bank of Greene County in the land bank's name, seconded by C. Watz.

The motion passed 7-0.

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

VII. Adjournment

P. Keeler made a motion to adjourn, seconded by R. Knott.

The motion passed 7-0.

M. Murell	Yes
B. Adams	Yes
R. Knott	Yes
S. Booy	Yes
P. Keeler	Yes
P. Perry	Yes
C. Watz	Yes

The meeting was adjourned at 10:36 am.

COLUMBIA COUNTY LAND BANK CORPORATION CODE OF ETHICS POLICY

This Code of Ethics shall apply to all board members, officers, and employees of the Columbia County Land Bank Corporation (the "Land Bank"). This policy shall serve as a guide for official conduct and is intended to enhance the ethical and professional performance of the directors and employees and to preserve public confidence in the Land Bank's mission.

Section 1. Responsibility of Directors and Employees

- 1) Directors and employees shall perform their duties with transparency, without favor and refrain from engaging in outside matters of financial or personal interest, including other employment, that could impair independence of judgment, or prevent the proper exercise of one's official duties.
- 2) Directors and employees shall not directly or indirectly, make, advise, or assist any person to make any financial investment based upon information available through the director's or employee's official position that could create any conflict between their public duties and interests and their private interests.
- 3) Directors and employees shall not accept or receive any gift or gratuities where the circumstances would permit the inference that: (a) the gift is intended to influence the individual in the performance of official business or (b) the gift constitutes a tip, reward, or sign of appreciation for any official act by the individual. This prohibition extends to any form of financial payments, services, loans, travel reimbursement, entertainment, hospitality, thing or promise from any entity doing business with or before the Land Bank.
- 4) Directors and employees shall not use or attempt to use their official position with the Land Bank to secure unwarranted privileges for themselves, members of their family or others, including employment with the Land Bank or contracts for materials or services with the Land Bank.
- 5) Directors and employees must conduct themselves at all times in a manner that avoids any appearance that they can be improperly or unduly influenced, that they could be affected by the position of or relationship with any other party, or that they are acting in violation of their public trust.

- 6) Directors and employees may not engage in any official transaction with an outside entity in which they have a direct or indirect financial interest that may reasonably conflict with the proper discharge of their official duties.
- 7) Directors and employees shall manage all matters within the scope of the Land Bank's mission independent of any other affiliations or employment. Directors and employees employed by more than the Land Bank shall strive to fulfill their professional responsibility to the Land Bank without bias and shall support the Land Bank's mission to the fullest.
- 8) Directors and employees shall not use Land Bank property, including equipment, telephones, vehicles, computers, or other resources, or disclose information acquired in the course of their official duties in a manner inconsistent with State or local law or policy and the Land Bank's mission and goals.
- 9) Directors and employees are prohibited from appearing or practicing before the Land Bank for two (2) years following employment with the Land Bank, consistent with the provisions of Public Officers Law.

Section 2. Implementation of Code of Ethics

This Code of Ethics shall be provided to all directors and employees upon commencement of employment or appointment and shall be reviewed annually.

The board may designate an Ethics Officer, who shall report to the board and shall have the following duties:

- Counsel in confidence Land Bank directors and employees who seek advice about ethical behavior.
- Receive and investigate complaints about possible ethics violations.
- Dismiss complaints found to be without substance.
- Prepare an investigative report of findings for action for action by the Executive Director or the board.
- Record the receipt of gifts or gratuities of any kind received by a director or employee, who shall notify the Ethics Officer within 48 hours of receipt of such gifts and gratuities.

Section 3. Penalties

In addition to any penalty contained in any other provision of law, a Land Bank director or employee who knowingly and intentionally violates any of the provisions of this policy may be removed in the manner provided for in law, rules or regulations.

Section 4. Reporting Unethical Behavior

Employees and directors are required to report possible unethical behavior by a director or employee of the Land Bank to the Ethics Officer. Employees and directors may file ethics complaints anonymously and are protected from retaliation by the policies adopted by the Land Bank.

COLUMBIA COUNTY LAND BANK CORPORATION DOCUMENT RETENTION POLICY

The Columbia County Land Bank Corporation (“CCLBC”) Board of Directors takes seriously its obligations to preserve information relating to litigation, audits, and investigations.

The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Board of Directors may be required to keep in the future. Questions regarding the retention of documents not listed in this chart should be directed to the Designated Agent of CCLBC.

From time to time, the Board Chair may issue a notice, known as a “legal hold,” suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the legal hold is withdrawn in writing by the Board Chair.

File Category	Item	Retention
Nonprofit Records	Bylaws	Permanent
	Certificate of Incorporation	Permanent
	Board and committee meeting agendas and approved minutes	Permanent
	Board Meeting Notices, Agendas and Minutes	Permanent
	Board Resolutions and supporting documents	Permanent
	List of Board Members and Committee Members	Permanent
	Committee Notices, Agendas and Minutes	Permanent
	Most Recent Conflict of Interest Policy/Code of Ethics	Permanent
	Board of Directors Financial Disclosures (County)	7 years
	Annual Performance Measures and Board evaluation	7 years
Finance and Administration	Internal Conflict of Interest Disclosures and Annual Acknowledgement	4 years
	Annual Financial Statements (audited)	7 years
	Monthly Financial Statements	7 years

	General ledgers and journals (includes bank reconciliations)	7 years
	Bank deposits and statements	7 years

File Category	Item	Retention
	Check register and copies of all checks	7 years
	Overhead Expense Invoices/receipts	7 years
	Overhead Payment Documents (Copies of Checks)	7 years
	Monthly PROJECT expenses/receipts/copies of check payments	7 years
	Auditor management letters	7 years
	Adopted Annual Budget	Permanent
	Chart of accounts	7 years
	ABO/PARIS Reports	7 years
	Investment performance reports	7 years
	Internal Controls Policy	Permanent
	Procurement Policy	Permanent
	Investment Policy	Permanent
	FOIL Policy	Permanent
	Travel and Discretionary Funds Policy	Permanent
	Correspondence — general	3 years
Insurance Records	Policies — occurrence type	Permanent
	Policies — claims-made type	Permanent
	Accident reports	7 years
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
Contracts	Equipment files and maintenance records	7 years
	Contracts and agreements (non-real estate)	7 years after all obligations end
Real Estate	Deeds	Permanent
	Real Property Purchase Agreements, Development Agreements, and Option Agreements	Permanent
	Contracts and Agreements (real estate)	7 years after all obligations end

	Real Property Leases (expired)	7 years after all obligations end
	Mortgages, security agreements	7 years after all obligations end
	Property Sale Applications	4 years
	Property Acquisition and Disposition policy	Permanent

File Category	Item	Retention
Tax	IRS exemption determination and related correspondence	Permanent
	IRS Form 990s	7 years
	Charitable Organizations Registration Statements (filed with NY Attorney General)	7 years
Technology	Software licenses and support agreements	7 years after all obligations end
Donor (and prospective donor) information records*	Information on individuals, organizations, foundations, or corporations.	7 years

1. Electronic Documents and Records.

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be moved to an “archive” computer file folder. Backup and recovery methods will be tested on a regular basis.

2. Emergency Planning.

CCLBC records will be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping CCLBC operating in an emergency will be backed up regularly and stored off site.

3. Document Destruction.

The Board Chair is responsible for the ongoing process of identifying records, which have met the required retention period, and overseeing their destruction. Destruction of sensitive information will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official

investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

4. Compliance.

Failure on the part of the organization to follow this policy can result in possible sanctions against CCLBC and possible disciplinary action against responsible individuals. The Board Chair will periodically review these procedures with legal counsel or certified public accountant to ensure that they are in compliance with new or revised regulations.

COLUMBIA COUNTY LAND BANK CORPORATION PRIVACY POLICY

OVERVIEW

The Columbia County Land Bank Corporation (the “Land Bank”) has adopted this Privacy Policy to ensure that private information obtained from any source is properly safeguarded.

DEFINITIONS

“Private Information” refers to Social Security numbers, financial history, credit report information, bank account numbers, credit card numbers, driver’s license numbers and other personally identifiable information.

POLICY

The Land Bank will not disclose Private Information to third parties without the consent of the person or persons who provided the Private Information unless such disclosure is required by law. The Land Bank will not sell, trade, or rent Private Information to third parties under any circumstances.

The Land Bank will only keep collected Private Information for as long as reasonably necessary and will use it only for the purposes for which it was collected. Access to Private Information will be restricted to employees who must use it to fulfill the purposes for which the Private Information was obtained.

The Land Bank will use reasonable security measures to ensure the administrative and physical security of the Private Information and to protect the Private Information from any unauthorized access or use. Security measures employed by the Land Bank will include the following:

- Installing and maintaining software protection on all Land Bank computers and networks;
- Limiting employee access to Private Information; and
- Maintaining secure offices.

The Land Bank will dispose of Private Information by permanently deleting electronic records and shredding physical records. The Land Bank will dispose of computer equipment only after all hard disks and media have been completely and permanently wiped clean.

COLUMBIA COUNTY LAND BANK CORPORATION SEXUAL HARASSMENT POLICY

Section 1. Introduction

The Columbia County Land Bank Corporation (hereinafter the “Land Bank”) is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of the Land Bank’s commitment to a discrimination-free work environment. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Land Bank. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Section 2. Policy

1. The Land Bank’s policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Land Bank. In the remainder of this document, the term “employees” refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Land Bank will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Land Bank who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees,

paid or unpaid interns, or non-employees working in the workplace who believe they have been subject to such retaliation should inform the Land Bank's Board Chair. All employees, paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Land Bank to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level, who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The Land Bank will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Land Bank will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The Land Bank will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the Land Bank's Board Chair.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable and be provided to employees upon hiring.
- 9.

Section 3. What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Section 4. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.

- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.

- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.

- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Section 5. Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Section 6. Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Section 7. Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Section 8. Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Land Bank cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Land Bank's Board Chair. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Land Bank's Board Chair.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Section 9. Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Land Bank's Board Chair.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Section 10. Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form.

Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Land Bank will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Land Bank's Board Chair will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

- A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
 - Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
 - Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Section 11. Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Land Bank but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Land Bank, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Land Bank does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which

point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1- 800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

SEXUAL HARASSMENT REPORTING FORM

Columbia County Land Bank Corporation

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Columbia County Land Bank Corporation's Board Chair via email to: matt.murell@columbiacountyny.com.

You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Circle Preferred Communication Method: Email Phone In person

SUPERVISORY INFORMATION

Immediate Supervisor's

Name: Title:

Work Phone: Work Address:

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name: Title:

Work Address: Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature: _____ Date: _____

Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.

COLUMBIA COUNTY LAND BANK CORPORATION

TRAVEL AND DISCRETIONARY FUNDS POLICY

Section 1. Purpose and Applicability

This policy shall apply to every member of the Columbia County Land Bank Corporation (the “Land Bank”) and all officers and employees thereof. The purpose of this policy is to protect against the use of discretionary funds for purposes that do not advance the Land Bank’s mission and purpose. This policy is adopted in accordance with Public Authorities Law §2824(1)(b), which requires the Land Bank to adopt a policy governing travel, and the Authorities Budget Office Recommended Governance Practice encouraging all state and local authorities to adopt a policy on the proper use of discretionary funds that incorporates the legal principals set forth in Opinion No. 2007-F4 of the Office of the Attorney General.

Section 2. Use of Discretionary Funds

The expenditure of Land Bank funds must relate to an enumerated power, duty or purpose of the Land Bank. Land Bank funds may not be spent in a manner that supports the private or personal interests of any member, officer or employee or benefits any member, officer or employee individually.

Section 3. Prior Approval

Any expenditure of discretionary funds in excess of Fifty Dollars (\$50.00) and all official travel for which a reimbursement will be sought shall be approved by the Board Chair prior to such expenditure and shall fall within the Land Bank’s current budget allocations. Provided, however, in the instance where the **Designated Agent** seeks an expenditure of discretionary funds, such expenditure must be pre-authorized by the Chairman. The **Designated Agent** or the Chairman, as the case may be, shall review the proposed expenditure and approve such expenditure only if it (i) primarily benefits the Land Bank as opposed to an individual member, officer or employee; (ii) advances a power, duty or purpose of the

Land Bank; and (iii) is reasonable and necessary.

Section 4. Travel

Payment of Travel – The Land Bank will reimburse all reasonable expenses related to meals, travel and lodging that were incurred by any director, officer or employee as a result of the performance of their official duties. All official travel shall be properly authorized, reported and reimbursed. Under no circumstances shall expenses for personal travel be charged to, or temporarily funded by, the Land Bank. It is the traveler’s responsibility to report his or her travel expenses in a responsible and ethical manner, in accordance with this policy.

Travel Expenses – Travelers may use their private vehicle for business purposes if it is less expensive than renting a car, taking a taxi or using alternative transportation. The traveler will be reimbursed at a standard mileage reimbursement rate as set by the Internal Revenue Service. Travelers will use diligence to obtain the lowest cost for travel expenses.

Documentation

- a) **Travel Expense Voucher** – A travel expense voucher reporting all expenses pertaining to a particular approved trip must be submitted to the Treasurer of the Land Bank within 45 days of the end of the trip. The travel expense voucher should include:
 - i. Date and time of departure from and return to the office of the Land Bank or traveler’s residence;
 - ii. Purpose of the travel or the nature of the business benefit derived as a result of the travel;
 - iii. Whether or not the expenses incurred during the travel were pre-approved; and
 - iv. The amount of each expenditure, listed by date and location.
- b) **Receipts** – The original of the following receipts must be submitted along with the travel expense voucher:
 - i. All travel tickets (i.e. airline tickets, train tickets, rental car agreement);
 - ii. All meal receipts (i.e. signed credit card slips or payment stubs); and
 - iii. All lodging receipts (i.e. hotel, motel receipts)
- c) **Final Approval** – The Treasurer shall review each travel expense

voucher in order to ensure that the traveler has provided adequate substantiation and to determine whether the expenses listed therein are reasonable. The Treasurer may require a traveler to submit additional substantiation and, if the Treasurer finds a particular expense to be unreasonable (either as to amount or purpose), the Treasurer may deny reimbursement of the expense or reduce the amount of the reimbursement for such expense. In instances where the Treasurer seeks approval for his or her own travel expense, the Chairman shall review the travel expense voucher and make the determinations set forth in this subsection (c).

Section 5. Appropriate Expenditure Guidance

Membership Dues – Membership dues paid by the Land Bank to belong to a professional peer organization are generally permissible use of Land Bank funds. However, individual membership costs for board members, officers and employees to belong to a professional, social, or fraternal organization is an impermissible use of Land Bank funds.

Charitable Contributions and Sponsorships – The appropriateness of any sponsorship or charitable contribution will depend on whether it relates to the powers, duties and purposes of the Land Bank and whether such expenditure will advance the Land Bank’s core mission and public purposes.

Food and Beverages – With the exception of food and beverage purchases during business travel as provided for in this policy, purchases of food and beverages for the personal consumption of members, officers or employees shall not be considered an appropriate use of Land Bank discretionary funds. However, expenditures for food and beverages purchased for or during the conduct of Land Bank meetings or during the conduct of business with persons that do, or may do, business with the Land Bank may be an appropriate expenditure of Land Bank discretionary funds, provided the expense is reasonable in light of the circumstances surrounding the Land Bank activity and is approved as set forth herein.

Professional Training and Conferences – Paying the costs to attend training or professional conferences may be an appropriate expenditure of Land Bank discretionary funds, provided it is approved as set forth herein.

Marketing – Paying costs incurred in the course of marketing the Land Bank’s properties to potential buyers and maintaining relations with existing industries, businesses and supporting partners in furtherance of the Land Bank’s mission is an appropriate expenditure of Land Bank discretionary funds, provided it is approved as set forth herein.

Section 6. Improper Uses of Discretionary Funds

Land Bank discretionary funds shall not be used for any expense intended to personally benefit a member, employee or officer. Examples of improper uses of discretionary funds include the following: (i) purchases of alcohol or tobacco products; (ii) renewal of professional licenses for land bank employees; (iii) purchases of flowers, gifts, or cards for Land Bank members, officers or employees; (iv) celebrations for special occasions that do not directly relate to a public purpose of the Land Bank; and (v) personal use of Land Bank vehicles, unless properly documented for tax purposes.

COLUMBIA COUNTY LAND BANK CORPORATION

WHISTLEBLOWER POLICY AND PROCEDURES

Section 1. Purpose

It is the policy of the Columbia County Land Bank Corporation (the “Land Bank”) to afford certain protections to individuals who in good faith report violations of the Land Bank’s Code of Ethics or other instances of potential wrongdoing within the Land Bank. This policy is adopted pursuant to New York Public Authorities Law §2824(1)(e).

The Whistleblower Policy and Procedures set forth below are intended to encourage and enable employees to raise concerns in good faith within the Land Bank without fear of retaliation or adverse employment action.

Section 2. Definitions

“Good Faith” – Information concerning potential wrongdoing is disclosed in “good faith” when the individual making the disclosure reasonably believes such information to be true and reasonably believes that it constitutes potential wrongdoing.

“Land Bank Employee” – All Board members, and officers and staff employed at the Land Bank whether full-time, part-time, employed pursuant to contract, employees on probation and temporary employees.

“Whistleblower” – Any Land Bank employee who in good faith discloses information concerning wrongdoing by another Land Bank employee, or concerning the business of the Land Bank itself.

“Wrongdoing” – Any alleged corruption, fraud, criminal or unethical activity, misconduct, waste, conflict of interest, intentional reporting of false or misleading information, or abuse of authority engaged in by a Land Bank employee that relates to the Land Bank.

“Personnel Action” – Any action affecting compensation, appointment, promotion, transfer, assignment, reassignment, reinstatement or evaluation of performance.

Section 3. Reporting Wrongdoing

All employees who discover or have knowledge of potential wrongdoing concerning Board members, officers, or employees of the Land Bank; or a person having business dealings with

this Land Bank; or concerning the Land Bank itself, shall report such activity in accordance with the following procedures:

- a) The Land Bank employee shall disclose any information concerning wrongdoing either orally or in a written report to his or her supervisor, or to the Land Bank's ethics officer, general counsel, human resources representative or to any Board member.
- b) All Land Bank employees who discover or have knowledge of wrongdoing shall report such wrongdoing in a prompt and timely manner.
- c) The identity of the whistleblower and the substance of his or her allegations will be kept confidential to the best extent possible.
- d) The individual to whom the potential wrongdoing is reported shall investigate and handle the claim in a timely and reasonable manner, which may include referring such information to the Authorities Budget Office or an appropriate law enforcement agency where applicable.
- e) Should a Land Bank employee believe in good faith that disclosing information within the Land Bank pursuant to Section 1(a) above would likely subject him or her to adverse personnel action or be wholly ineffective, the employee may instead disclose the information to the Authorities Budget Office or an appropriate law enforcement agency, if applicable. The Authorities Budget Office's toll-free number (1-800-560-1770) should be used in such circumstances.

Section 4. No Retaliation or Interference

No Land Bank employee shall retaliate against any Whistleblower for the disclosure of potential wrongdoing, whether through threat, coercion, or abuse of authority.

No Land Bank employee shall interfere with the right of any other Land Bank employee by any improper means aimed at deterring disclosure of potential wrongdoing.

Any attempts at retaliation or interference are strictly prohibited and:

- a) No Land Bank employee who in good faith discloses potential violations of the Land Bank's Code of Ethics or other instances of

- potential wrongdoing, shall suffer harassment, retaliation or adverse personnel action.
- b) All allegations of retaliation against a Whistleblower or interference with an individual seeking to disclose potential wrongdoing will be thoroughly investigated by the Land Bank.
 - c) Any Land Bank employee who retaliates against or had attempted to interfere with any individual for having in good faith disclosed potential violations of the Land Bank's Code of Ethics or other instances of potential wrongdoing is subject to discipline, which may include termination of employment.
 - d) Any allegation of retaliation or interference will be taken and treated seriously and irrespective of the outcome of the initial complaint, will be treated as a separate matter.

Section 5. Other Legal Rights Not Impaired

The Whistleblower Policy and Procedures set forth herein are not intended to limit, diminish or impair any other right or remedies that an individual may have under the law with respect to disclosing potential wrongdoing free from retaliation or adverse personnel action, including the rights and remedies an individual may have under New York State law.

AMENDED AND RESTATED AGREEMENT
FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the 1 day of January, 2024 by and between the COLUMBIA COUNTY LAND BANK CORPORATION hereinafter ("CCLBC") a not-for-profit corporation organized and existing under the laws of the State of New York, with a principal mailing address at 401 State Street, Hudson, New York 12534; and the COLUMBIA ECONOMIC DEVELOPMENT CORPORATION hereinafter ("CEDC"), a local development corporation organized and existing under the laws of the State of New York with a principal place of business at One Hudson City Centre, Suite 301, Hudson, New York 12534.

WITNESSETH;

WHEREAS, CCLBC was formed pursuant to Article 16 of the Not-for-Profit Corporation Law and is a charitable not-for-profit corporation. The primary purpose for which it was formed is to facilitate the return of tax-delinquent properties to productive use as well as the acquisition of real property that is tax delinquent, tax foreclosed, vacant, abandoned, to eliminate the harms and liabilities caused by such properties; and

WHEREAS, pursuant to and in accordance with the provisions of Chapter 1066 of the 1969 laws of the State of New York, CEDC was duly incorporated as a local development corporation; and

WHEREAS, CCLBC desires to avail itself of the administrative support services available from CEDC to further the aforementioned objectives, goals and purposes of the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, CCLBC and CEDC agree as follows:

1. Services. CCLBC hereby retains the services of CEDC to perform certain administrative functions for the Agency, as of July 1, 2024 (the "Commencement Date") for a term of one year on the term set forth herein. Such services shall include, but are not necessarily limited to, (a) conducting regular meetings of CCLBC and disseminating appropriate information to CCLBC members for consideration at such regular meeting; (b) evaluating properties which are being considered for acquisition, development or other intervention from CCLBC in accordance with Agency policies and/or applicable law, including assistance with cost benefit review; (e) preparation and filing of reports filed with the Office of the State Comptroller of the State of New York and the Authorities Budget Office including generation of financial statements; (f) monitoring compliance by projects receiving Agency financial assistance with reporting and transaction document requirements; and (g) promoting and encouraging CCLBC's purposes and providing public and media relations for CCLBC. The CEDC will provide written reports to CCLBC at least quarterly regarding the nature and scope of activities carried out during the

prior period including the status of any pending applications. The CEDC will work in cooperation with any other consultants engaged by CCLBC from time to time with respect to the operations of CCLBC.

2. Fees. For such service, CCLBC shall pay to CEDC the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) per year, commencing on the Commencement Date, payable in installments in arrears on a quarterly basis as a base fee

3. Meetings. CEDC shall provide to CCLBC all administrative and secretarial support necessary to accomplish CCLBC's obligations set forth herein,

4. Other Operations. CCLBC and CEDC recognize that the provision of administrative and support services of CEDC as set forth herein is not the only function or activity of the CEDC. Accordingly, it is understood that CEDC will also engage in carrying out the business operations of CEDC.

5. Regulatory Compliance. CEDC shall use all reasonable efforts to ensure CCLBC's compliance with any and all applicable federal, state, local or other governmental or municipal laws, rules, regulations and/or judicial administrative determinations from courts or administrative bodies having jurisdiction over CCLBC or CEDC. CEDC shall not be responsible to pay the costs and/or fees of any consultants hired by CCLBC, as authorized by CCLBC Board.

6. Insurance. CCLBC and CEDC shall independently provide for each organization's necessary and appropriate insurances, and each shall be responsible for its own premiums for such insurance, including but not necessarily limited to, general liability insurance and errors and omissions insurance for their respective officers, directors and members, as the case may be. CEDC will carry at least the insurance described at **Exhibit B**.

7. Independent Contractor. In performing the services herein specified, CEDC is acting as an independent contractor. CEDC shall discharge its' responsibilities hereunder, through and under the direction of its' President and CEO, who shall be the Administrative Director of CCLBC, and will perform the services provided for herein in an orderly and professional manner. In performing its services provided for herein, CEDC is not authorized to act on behalf of CCLBC in order to bind CCLBC with respect to any agreements or dealings with any other party of entity.

8. Termination. This agreement shall be terminable without cause upon sixty (60) days written notice from either party to the other. In the event of such termination, the fee paid by CCLBC to CEDC shall be prorated from the Commencement Date of this Agreement through the date of termination. If CCLBC has prepaid compensation to CEDC prior to termination, CEDC shall refund to CCLBC the amount so prepaid from the effective date of termination through the date of such payment. In the event that this Agreement is terminated for any reason, then within ten days after such termination, CEDC shall make available to CCLBC all

records, documents and data pertaining to services rendered under this Agreement.

9. Assignment. This Agreement shall not be assignable by either party without prior written consent of the other.

10. Renewal Terms. This Agreement may be renewed from time to time by written agreement between the parties. The compensation of CEDC to be paid by CCLBC for any renewal term is to be established by agreement between CEDC and CCLBC prior to the effective date of such renewal.

11. Books and Records. All books and records maintained by CEDC on behalf of CCLBC are the property of CCLBC and shall be available for use and also review by CCLBC at all times. CEDC shall maintain accurate and complete records of the reports and monitoring required by this Agreement, and shall maintain such documents for a period of six years from document generation or transfer such documents to CCLBC for retention. CEDC agrees to cooperate with any audit of this Agreement undertaken by CCLBC or any entity with jurisdiction to audit CCLBC, including without limitation any granting agency.

12. Indemnity. CCLBC shall defend, indemnify and hold CEDC harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, liabilities, costs and expenses, including, but not limited to reasonable attorney's fees, for damages or losses which are or may be asserted against CEDC on account of any acts or omissions of CCLBC, its members, employees, agent or invitees. CEDC shall defend, indemnify and hold CCLBC harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, liabilities, costs and expenses, including, but not limited to reasonable attorney's fees, damages or losses which are or may be asserted against the CCLBC on account of any acts or omissions of CEDC, its members, employees, agents, or invitees. The provisions of this Section 12 shall survive termination or expiration to the extent of any claims arising prior to the date of termination or expiration.

13. Default. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may terminate this Agreement upon written notice to the defaulting party. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to CCLBC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. No waiver, amendment, release or modification of this Agreement shall be

established by conduct, custom or course of dealing.

14. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

15. No Recourse. All covenants, stipulations, promises, agreements and obligations of CCLBC contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of CCLBC, and not of any member, director, officer, employee or agent of CCLBC in his or her individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of CCLBC.

16. No Third Party Beneficiary; Entire Agreement; Governing Law. The provisions of this Agreement are solely for the benefit of the parties and the parties intend no benefits to third persons. This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

17. Amendment. This Agreement may be modified or amended only by written agreement executed by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have set their hands, as of the date first above written.

[SEAL]

COLUMBIA COUNTY LAND BANK CORPORATION

By: _____
Matt B. Murell, Chairman

[SEAL]

COLUMBIA ECONOMIC DEVELOPMENT CORPORATION

By: _____
James Calvin, Chair

STATE OF NEW YORK)
) SS.:
COUNTY OF COLUMBIA)

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt B. Murell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF COLUMBIA)

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James Calvin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

QUALIFICATIONS; ETHICS AND CONFLICTS; INDEPENDENT CONTRACTOR

References to the "Consultant" shall mean CEDC.

a. The Consultant represents and covenants that (i) it is experienced in performing professional work of the types contemplated by the Scope of Services; (ii) at all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and licenses necessary to perform the services described herein; (iii) the Consultant is fully qualified to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver a work product as required by this agreement, (iv) the Consultant will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, and (v) the Consultant will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. Unless otherwise authorized in writing in advance by CCLBC, the persons primarily responsible for performing work under this Agreement, including any subcontractors, shall be as set forth at **Exhibit C**. Any subcontractors shall be bound by the provisions of this Agreement, such subcontractors and the form of any subcontract shall be subject to prior review and approval by CCLBC in its discretion.

c. The Consultant represents and warrants that (i) the Consultant has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Consultant and has been duly executed and delivered by the Consultant and, assuming due execution and delivery by CCLBC, constitutes a legal, valid, binding and enforceable obligation of the Consultant; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Consultant is bound, or to the knowledge of the Consultant, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Consultant or any of its activities or properties.

d. The Consultant represents and warrants that it has not entered into any agreement for services with any other party with respect to any activities within or relating to the Scope of Services under this Agreement, other than such subcontracts as are specifically set forth at **Exhibit C**. The Consultant shall accept no other compensation, directly or indirectly, from any

party, other than CCLBC, for any services connected with the work described in the Scope of Services. The Consultant represents that it has read the Ethics Code of CCLBC and will comply with its provisions.

e. The Consultant represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Consultant further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision CCLBC shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

f. The Consultant and their employees, agents, contractors, subcontractors and/or consultants, are independent contractors and not employees of CCLBC. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of CCLBC.

g. Nothing in this agreement shall impose any liability or duty on CCLBC for the acts, omissions, liabilities or obligations of the Consultant, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the Consultant for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workman's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

EXHIBIT B

Insurance

CEDC shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to CCLBC of, the following policies of insurance:

- a. Workers' compensation and other statutory coverage required by New York Law without regard to jurisdiction.
- b. Automobile Liability policies with the limits of not less than \$500,000 caused by accident or arising out of the ownership, maintenance or use of owned, non-owners, or hired automobiles with minimum limits of \$500,000 for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c. Comprehensive General Liability Insurance shall be furnished with limits not less than \$1,000,000 for each person/each accident and \$2,000,000 Aggregate.

Any policy required to be maintained under this section shall be from a company rated at least A/X by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to CCLBC.

Prior to the Commencement Date and as a condition precedent to this Agreement, the Consultant shall furnish CCLBC with certificates of insurance listing CCLBC as a certificate holder, and upon demand, shall provide such policies to CCLBC. At least thirty (30) days prior to expiration of any policy required by this Agreement, the Consultant shall furnish CCLBC evidence satisfactory to CCLBC of the continuation of such coverage in accordance with this Agreement.

EXHIBIT C

Principal Personnel: Michael Tucker, CEDC CEO

Subcontractors: To be determined by CEDC, subject to approval by CCLBC.

Conflicts Disclosure Addendum: The parties acknowledge that CEDC's mission is countywide and that CEDC has been engaged to provide similar services for CCLBC.

Accounting for payments under Prior Agreement: