



# Annual Report

## 2022

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HILDA T. LANDO  
CHAIR

CHRIS BREWER  
EXECUTIVE DIRECTOR

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## Table of Contents

Board of Directors	1
Contracted Professional Consultants	1
Meeting Schedule and Attendance	2
Organizational Chart	6
Mission Statement	7
Corporate Purpose	7
Statutory Basis	7
Authority Units & Subsidiaries	8
Operations Summary	8
Corporate Programs & Incentives	8
Accomplishments	9
Assessment of Internal Controls	9
Financial Report	11
Appendices	
A-Board Member Biographies	12
B-Board, Staff and Committee Evaluations	13
C- Corporate Bylaws	14
D-Conflict of Interest Policy	21
E- Mission Statement and Measurement Report	23
G-Real Property Acquired and Disposed of	24
H-NYS Not for Profit Law Article 16	26
I- Articles of Incorporation	35
J- Memorandum of Understanding	38

## **Board of Directors**

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### **Officers:**

Hilda T. Lando, Chair

Scott J. Van Etten, Vice-Chair

Tammy Hurd-Harvey, Treasurer

John Buckley, Secretary

### **Members:**

Mark Ryckman, Board Member

Ray Walch, Board Member

Jack K. Wheeler, Board Member

### **Committees:**

Audit/Finance: Tammy Hurd-Harvey Chairman, Vice-Chairman; Hilda Lando; Ray Walch

Governance: Jack K. Wheeler, Chairman; Scott Van Etten, Vice-Chairman; John Buckley

## **Contracted County Support Staff**

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Christopher Brewer, Executive Director

Jennifer Prossick, Legal Counsel, County Attorney

Mitch Alger, Deputy Commissioner of Finance

## **Contracted Professional Services**

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### Management Services

Arbor Housing and Development

### Corporation Auditor

The Bonadio Group

### Legal Counsel – Real Estate Transactions (conflicts)

Jeffrey Squires, Esq.

### Insurance Services

Arthur J. Gallagher & Co.

## Meeting Attendance

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### January 5, 2022 – Regular Meeting

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Raymond Walch, Mayor, Village of Addison  
John Buckley, Mayor, City of Hornell  
Mark L. Ryckman, Corning City Manager

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Danielle Kenny, Arbor Development  
Terra Dietrick, Arbor Development  
Doug Madison, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Wendy Lozo, Steuben County Legislator, District 9  
Jennifer Galvan, Steuben County Assistant County Attorney  
Craig Patrick, Steuben County Deputy County Attorney  
Mary Perham

**ABSENT:** Tammy Hurd-Harvey, Steuben County Commissioner of Finance

### February 2, 2022 – Regular Meeting

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Raymond Walch, Mayor, Village of Addison  
John Buckley, Mayor, City of Hornell  
Mark L. Ryckman, Corning City Manager

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Terra Dietrick, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Kelly H. Fitzpatrick, Steuben County Legislator, District 3  
Wendy Lozo, Steuben County Legislator, District 9

### March 2, 2022 – Regular Meeting

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Raymond Walch, Mayor, Village of Addison  
John Buckley, Mayor, City of Hornell  
Mark L. Ryckman, Corning City Manager

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Terra Dietrick, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Wendy Lozo, Steuben County Legislator, District 9  
Murphy Smyth, Bonadio  
Kelley Hines, Bonadio

**April 6, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance  
John Buckley, Mayor, City of Hornell  
Mark L. Ryckman, Corning City Manager

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Jennifer Galvan, Steuben County Assistant County Attorney  
Terra Dietrick, Arbor Development  
Danielle Kenney, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Kelly H. Fitzpatrick, Steuben County Legislator, District 3  
Wendy Lozo, Steuben County Legislator, District 9  
John V. Malter, Steuben County Legislator, District  
Brenda Scotchmer, Clerk of the Legislature

**ABSENT:** Raymond Walch, Mayor, Village of Addison

**May 4, 2022 – Regular Meeting - CANCELLED**

**June 1, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance  
John Buckley, Mayor, City of Hornell

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Danielle Kenney, Director of Real Estate Development, Arbor Development  
Terra Dietrick, Project Coordinator, Arbor Development  
Elizabeth Hunt, Project Support, Arbor Development  
Andrew Carson, Construction Coordinator, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Wendy Lozo, Steuben County Legislator, District 9

**ABSENT:** Mark L. Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison

**July 6, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
John Buckley, Mayor, City of Hornell

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Craig Patrick, Steuben County Deputy County Attorney  
Jennifer Galvan, Steuben County Assistant County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Elizabeth Hunt, Project Support, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13  
Kelly H. Fitzpatrick, Steuben County Legislator, District 2

Frederick G. Potter, Steuben County Legislator, District 10

**ABSENT:** Tammy Hurd-Harvey, Steuben County Commissioner of Finance  
Mark L. Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison

**August 9, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance  
John Buckley, Mayor, City of Hornell  
Mark L. Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Danielle Kenny, Arbor Development  
Elizabeth Hunt, Arbor Development  
Terra Dietrick, Arbor Development  
Carol A. Ferratella, Steuben County Legislator, District 13

**September 7, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Mark Ryckman, Corning City Manager  
John Buckley, Mayor, City of Hornell

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Jennifer Galvan, Assistant Steuben County Attorney  
Mitch Alger, Steuben County Deputy Commissioner of Finance  
Danielle Kenny, Arbor Development  
Elizabeth Hunt, Arbor Development  
Doug Madison, Arbor Development  
Terra Dietrick, Arbor Development  
Kelly H. Fitzpatrick, Steuben County Legislator – District 3  
Wendy Lozo, Steuben County Legislature – District 9  
Mary Perham

**ABSENT:** Raymond Walch, Mayor, Village of Addison  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance

**October 5, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
John Buckley, Mayor, City of Hornell  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Jennifer Prossick, Steuben County Attorney  
Jennifer Galvan, Assistant Steuben County Attorney  
Danielle Kenny, Arbor Development  
Terra Dietrick, Arbor Development  
Elizabeth Hunt, Arbor Development

Doug Madison, Arbor Development  
Carol A. Ferratella, Steuben County Legislator – District 13  
Kelly H. Fitzpatrick, Steuben County Legislator – District 3  
Wendy Lozo, Steuben County Legislature – District 9  
Mary Perham

**ABSENT:** Mark Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison

**November 2, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Jack K. Wheeler, Steuben County Manager  
John Buckley, Mayor, City of Hornell  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Mitch Alger, Deputy County Commissioner of Finance  
Jennifer Prossick, Steuben County Attorney  
Jennifer Galvan, Assistant Steuben County Attorney  
Terra Dietrick, Arbor Development  
Elizabeth Hunt, Arbor Development  
Doug Madison, Arbor Development  
Carol A. Ferratella, Steuben County Legislator – District 13

**ABSENT:** Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Mark Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison

**December 7, 2022 – Regular Meeting**

**PRESENT:** Hilda T. Lando, Chair, Steuben County Legislator – District 2  
Scott J. Van Etten, Vice Chair, Steuben County Legislature Chairman – District 13  
Jack K. Wheeler, Steuben County Manager  
Tammy Hurd-Harvey, Steuben County Commissioner of Finance

**OTHERS:** Christopher Brewer, Deputy County Manager/SCLBC Executive Director  
Mitch Alger, Deputy County Commissioner of Finance  
Jennifer Prossick, Steuben County Attorney  
Jennifer Galvan, Assistant Steuben County Attorney  
Terra Dietrick, Arbor Development  
Elizabeth Hunt, Arbor Development  
Doug Madison, Arbor Development  
Carol A. Ferratella, Steuben County Legislator – District 13  
Nicholas D. Pelham, Steuben County Legislator – District 3

**ABSENT:** Mark Ryckman, Corning City Manager  
Raymond Walch, Mayor, Village of Addison  
John Buckley, Mayor, City of Hornell

**Compensation Schedule**

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The land bank does not have any employees therefore no compensation is reported.

**Board Member Biographies**

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Appendix A

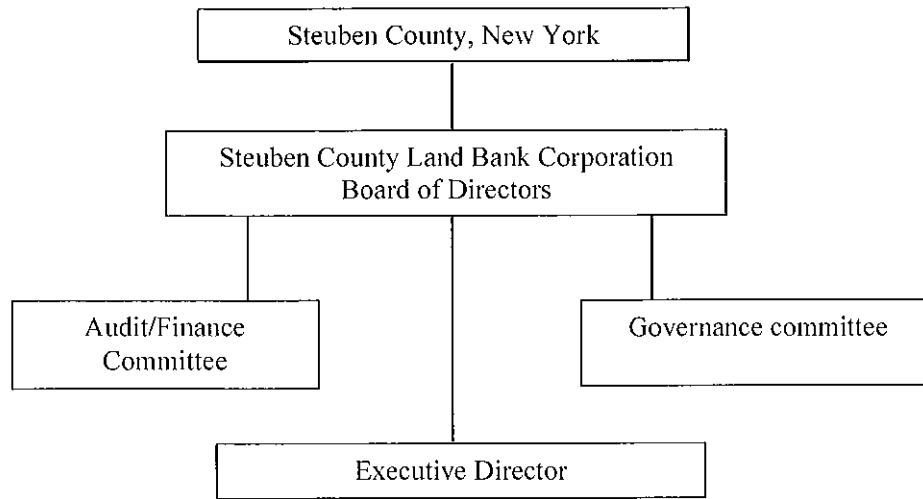
**Board Evaluations**

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Board evaluations were not completed in 2022.

**Corporation Organization Chart**

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## **Reporting to Steuben County, NY**

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Land bank board members include the Chairman of the Steuben County Legislature, an additional County Legislator, the Steuben County Manager who is the County's Chief Executive Officer, and the Steuben County Commissioner of Finance. Communication is on a regular basis and various county officials regularly attend board meetings.

## **Mission Statement & Measurement Report**

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The Steuben County Land Bank Corporation is to be a collaborative effort with various municipalities within the County to create a county-wide, state-designated land bank to acquire, control, manage and return to taxable status certain vacant or improved, strategically-selected residential and commercial real properties within the said County. Such real property may be acquired through a variety of means, including purchases or donations from the following sources: county tax foreclosure, bank foreclosure process or donations received from other entities, municipalities or persons. The Steuben County Land Bank Corporation (SCLBC) seeks to minimize the negative impacts that substandard properties and structures have on communities, hopefully stabilizing neighborhoods and the streets within them.

See Appendix E for Measurement Report.

## **Corporate Purpose**

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As Contained within Steuben County Land Banks Articles of Incorporation:

The purposes for which the Corporation is to be formed and operated, are exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to combat community deterioration by facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in order to eliminate the harms and liabilities caused by such properties, and lessen the burden of government and act in the public interest. In furtherance of said purposes, the Corporation's powers shall include all powers and duties granted land bank corporations as set forth in Article 16 of the Not-For-Profit Corporation Law of the State of New York, as it may be amended from time-to-time, which powers are incorporated herein by reference as if fully stated herein, and shall also include:

- (a) any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, officers or any private person.
- (b) In general, to perform any and all acts and things, and exercise any and all powers which may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of New York for the purpose of accomplishing any of the foregoing purposes of the Corporation.

The Corporation's public objective and mission, which the Corporation's purpose will achieve, includes the lessening of the burdens of government by undertaking, promoting, and facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in order to eliminate the harms and liabilities caused by such properties and to combat community deterioration in Steuben County, New York, that will include real estate development and management, real estate project finance, and other community-based economic and human services development activities permissible under the Not-For-Profit Corporation Law.

## **Legislation that Forms the Statutory Basis of the Corporation**

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Article 16 of the Not-for-Profit Corporation Law of the State of New York Appendix H  
Appendix J Memorandum of Understanding between SCLB and Arbor Housing and Development

## **Bylaws**

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Appendix C

## **Conflict of Interest Policy**

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Appendix D

### **Units or Subsidiaries of the Corporation**

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The Corporation had no units or subsidiaries in fiscal year 2022.

### **Operations Summary**

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Summary:

- Land Bank has seven (7) board members
- The Land Bank has a contract with Steuben County to provide an Executive Director and Legal Counsel
- The Corporation hired Arbor Housing and Development to manage land bank projects and certain administrative functions.
  - Evaluate homes from the tax foreclosure list or other foreclosures
  - Determine scope of work
  - Create budgets for each property
  - Manage renovation and demolition projects
  - Sell vacant land or renovated homes
  - Present updates to the board
  - Maintain financial record keeping
- The land bank acquired 8 homes/parcels in 2022. Five homes and one adjacent parcel with a detached garage were chosen to be demolished. One home was in the process of being rehabilitated during 2022 and the last home was waiting to be demolished (completed in early 2023).

Acquisition Method	Total
Tax Foreclosure- County	8
Donations	0
Purchase	0

- The land bank owned one additional vacant lot created by demolishing a home in 2021. This lot was sold in a private sale in 2022.
- The land bank owned one additional home acquired in 2020. The home were rehabilitated in 2020 - 2021 and sold in 2022.
- The Bonadio Group conducted the 2022 Audit for the Land Bank and the report is available on at: <https://www.steubencountyny.gov/ArchiveCenter/ViewFile/Item/1816>

### **Programs & Incentives**

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The Corporation acquires properties, performs environmental assessments, and determines the best course of action for the property. The current Land Bank programs include rehabilitating two single-family homes and marketing six vacant lots in 2022-2023.

Eighty percent (80%) of future sales of properties must go to qualified recipients. Qualified program participants include those making less than or equal to 100% of the Area Median Income.

### **Accomplishments**

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- In 2022, the Land Bank sold two lots, one home and rehabilitated one home.
- The land bank currently has one home on the market with an accepted purchase offer.
- In 2022, the Land Bank demolished a home in the Village of Riverside with the intention of building a CLCPA compliant home on the lot for resale upon completion.
- Five deficient properties were demolished (with a sixth parcel adjacent to a home that had a garage demolished).

### **Assessment of the Effectiveness of Internal Control Structure and Procedures**

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At year end assessing the progress and accomplishments of the corporation will help determine the path of the upcoming year. Monthly board meetings are used to approve dispositions and acquisitions.

### **Material Changes in Operations and Programs**

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In 2022, there were not changes to Operations. Arbor

Development did experience some staff turnover.

In 2022, the Land Bank was awarded funding through the Land Bank Initiative Grant Phase I.

**Steuben County Land Bank Project Detail**

The Land Bank property transactions and ownership for 2022 are as follows:

Address	Property Description	Project Type	Transaction Type	Transaction Date	Price
44 Upper Farnham, Addison	Lot	Demo 2021	Sold	2/14/22	\$1,500 – Private Sale
7162 State Route 54, Bath	Single-Family Residence	Rehab 2021	Sold	06/22/22	\$151,000 – Private Sale
179 Madison Avenue, Hornell	SFR to Lot	Demo 2022	Sold	10/26/22	\$1 – City of Hornell-BOCES Home
274 Walnut Street, Hornell	SFR to Lot	Demo 2022	Sold	01/09/23	\$8,000 – Private Sale
3 Laine Court, Canisteo	SFR to Lot	Demo 2022	For Sale	NA	NA
8867 State Route 415, Campbell	SFR to Lot	Demo 2022	For Sale	NA	NA
State Route 415 (adjacent parcel with garage)	Garage to Lot	Demo 2022	For Sale	NA	NA
20 Townsend Avenue, Riverside	SFR to Lot	Demo 2022	Build SFR on Lot	NA	NA
360 Brewster Street, Riverside	Single-Family Residence	Rehab 2022-2023	For Sale	NA	\$142,000 Accepted Offer
91 Hartshorn Street, Hornell	SFR to Lot	Demo 2023			

For full financial details visit <https://www.steubencountyny.gov/ArchiveCenter/ViewFile/Item/1816>

Net Position

Assets	\$456,903
Liabilities	(\$13,633)
Total net position	\$443,270
Operating Revenue	\$401,219
Operating Expenses	(\$552,309)
Operating Income	(\$151,090)
Net position at beginning of year	\$593,768
Net position at end of year	\$443,270

## Appendix A

### Steuben County Land Bank Corporation Board Member Biographies

**Hilda L. Lando, Chair:** Ms. Lando is in her 12th year on the County Legislature and also served 9 years on the Corning City Council. She has a BS degree and retired from Corning Inc with 30 years of service.

**Scott VanEtten, Vice Chair:** Mr. VanEtten is in his 16th year on the County Legislature. Prior to that, he served 16 years as a Town Supervisor. He has an MBA in Operations Management and retired after a 30+ year professional career in corporate accounting & business management roles.

**Tammy Hurd-Harvey, Treasurer:** Ms. Hurd-Harvey serves as the County Commissioner of Finance. Prior to this appointment in 2020, she served as the County Deputy Commissioner of Finance for 13 years. Before joining the County, she served as the Director of Finance for the Arc of Steuben and prior to that for ProAction of Steuben and Yates. In the years immediately preceding her return to the area, Tammy worked as a Certified Public Accountant for Deloitte and Touche out of their Rochester office. She is both a Certified Public Accountant and a Certified Management Accountant. Tammy earned both her Bachelor's degree in Accounting and Master of Business Administration from Alfred University.

**John J. Buckley, Secretary:** Mr. Buckley is the current mayor of the City of Hornell in his 2<sup>nd</sup> term in office on January 1, 2022. Prior to holding the office of Mayor, Mr. Buckley served as City Alderman for eight years and was the Deputy Mayor for four of those years. Mayor Buckley first got involved in Hornell government while serving on the City of Hornell Zoning Board of Appeals

**Mark L. Ryckman:** Mark L. Ryckman was appointed to the position of Corning City Manager in June 1997 and has been instrumental in efforts to improve the city's housing stock. Mr. Ryckman also serves as Treasurer of the Corning Intown District Management Association (Gaffer District), a downtown revitalization organization. Mr. Ryckman holds a Bachelor's Degree in Public Management and a Master of Public Administration (MPA) both from the University of Maine. He also holds a Certificate in Fundraising Management from Indiana University. He is a past president of the New York State City/County Management Association. In 2018, he received a career achievement award from the Department of Public Administration at Binghamton University.

**Jack K. Wheeler:** Jack K. Wheeler serves as the Steuben County Manager, a position he has held since June 2015. In this role, he is Chief Executive Officer, responsible for daily oversight and management of county operations. Prior to assuming this position, he was Deputy Manager for Steuben County for seven years. Before returning to his native county in 2008, Jack served as a Security Consultant with IBM Global Business Services, Public Sector in Washington, DC. He has earned degrees in Business Administration from SUNY Geneseo and a Master of Public Administration from James Madison University.

**Ray Walch:** Mr. Walch is the current mayor of the Village of Addison beginning his first term in 2007. Prior to holding this office, Ray was a Village Trustee for four years and also was a Village Police Officer for a number of years in the 1970's. Ray is retired from the U.S. Postal Service after a 30+ year career there retiring as Postmaster.

**Appendix B**  
**Board Evaluation Form**  
**These forms were not completed in 2022**

**Appendix C**  
**Corporate By-Laws**

**By-Laws**

**OF**

**STEBEN COUNTY LAND BANK CORPORATION**

**ARTICLE I - THE CORPORATION**

**SECTION 1. - NAME.**

The Corporation shall be known as “Steuben County Land Bank Corporation.”

**SECTION 2. - OFFICES.**

The principal office of the Corporation shall be located in Steuben County, New York (the “County”). The Corporation may also have offices at such other places within the State of New York as the Board of Directors may from time to time determine or the activities of the Corporation may require.

**SECTION 3. - PURPOSES.**

The Corporation shall have such purposes as are now or hereafter set forth in its Certificate of Incorporation.

**ARTICLE II - MEMBERSHIP**

**SECTION 1. - COMPOSITION OF MEMBERSHIP.**

The initial Member of the Corporation shall be the County of Steuben, which from time to time shall appoint voting members of the Board of Directors of the Corporation.

**SECTION 2. - RIGHTS AND POWERS OF THE MEMBERS.**

The Members shall have and exercise all the rights and powers of corporate membership created by the laws of the State of New York, the Certificate of Incorporation and the By-laws of the Corporation.

**ARTICLE III - BOARD OF DIRECTORS**

**SECTION 1. - POWER OF BOARD OF DIRECTORS.**

The Corporation shall be managed by its Board of Directors, which shall establish all general policies governing its operations. The Board of Directors shall have and exercise all the rights and powers of a board of directors of a land bank as provided by the laws of the State of New York, the Certificate of Incorporation and the By-laws of the Corporation.

**SECTION 2. - NUMBER, ELECTION AND TERM OF DIRECTORS.**

- (a) The Board of Directors shall consist of seven (7) members.
- (b) The members of the Board of Directors shall serve for an initial term ending December 31, 2017.
- (c) After the initial term, the Chairman of the Steuben County Legislature shall appoint members of the Board of Directors that shall serve two (2) year terms.
- (d) The members of the Board of Directors can serve consecutive terms and there are no limits on consecutive terms.
- (e) Each member shall be a public officer of a municipality within Steuben County and their membership shall be conditioned upon holding the public office.

(f) A “Municipal Representative” of the Board of Directors shall be appointed by the Chairman of the County Legislature and confirmed by a majority vote of the Steuben County Legislature as well as the governing board of the Municipal Representative’s municipality consenting to his/her appointment.

### SECTION 3. - RESIGNATIONS AND REMOVAL OF DIRECTORS.

(a) Any Director of the Corporation may resign at any time by giving written notice to the Clerk of the Steuben County Legislature. Such resignation shall take effect at the time specified therein or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

(b) Any Director may be removed from the Board with or without cause by the affirmative vote of the Steuben County Legislature.

### SECTION 4. - VACANCIES.

Vacancies occurring for any reason shall be filled by the Chairman of the Steuben County Legislature, subject to confirmation by the Steuben County Legislature as soon as practicable. A Director elected to fill a vacancy caused by resignation, death, disability or removal shall hold office for the unexpired term of his or her predecessor in office and until a successor is elected and takes office.

### SECTION 5. - ANNUAL AND REGULAR MEETINGS OF THE CORPORATION.

The Board of Directors shall hold an annual meeting of the Corporation within six months after the end of each fiscal year at a convenient time and place designated by the Board. At the annual meeting, the Board shall select annually from among themselves a Chairman, a Vice-Chairman, a Secretary, a Treasurer, and such other officers as the board may determine, receive the annual report and transact such other business as may properly come before the meeting. Regular meetings of the Board of Directors shall be held at such times and places as shall be fixed by the Board. Written notice shall be mailed (via regular mail or electronic mail) or delivered to all members of the Board prior to each meeting.

### SECTION 6. - ANNUAL REPORT.

At the annual meeting of the Corporation, the Chairman and Treasurer shall present an annual report showing in appropriate detail the following information:

(a) A complete verified or audited financial statement of the Corporation for the fiscal year immediately preceding the date of the report showing the assets and liabilities, principal changes in assets and liabilities, revenue, receipts, expenses and disbursements of the Corporation; and

(b) A summary of the activities of the Corporation during the preceding year.

The annual report shall be filed with the minutes of the annual meeting.

### SECTION 7. - SPECIAL MEETINGS AND NOTICE.

Special meetings of the Board of Directors may be called at any time by the Chairman or a majority of the entire Board of Directors of the Corporation. Written notice shall be mailed (via regular mail or electronic mail) or delivered to each Director of the Corporation prior to the meeting. Said notice shall state the purposes, time and place of the special meeting and that no business other than that specified in the notice may be transacted.

### SECTION 8. - WAIVERS OF NOTICE.

Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

### SECTION 9. - PLACE OF MEETINGS.

The Board of Directors may hold its meetings at such place or places within or outside the State of New York as the voting Directors may from time to time by resolution determine.

**SECTION 10. – OPEN MEETINGS**

To the extent required by law, the Corporation shall comply with the Open Meetings Law of the State of New York, as set forth within Article 7 of the Public Officers Law.

**SECTION 11. – FREEDOM OF INFORMATION**

To the extent required by law, the Corporation shall comply with the Freedom of Information Law of the State of New York, as set forth within Article 6 of the Public Officers Law.

**SECTION 12. - QUORUM AND ADJOURNED MEETINGS.**

(a) A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at meetings of the Board. When a quorum is once present to organize a meeting, it shall not be broken by the subsequent withdrawal of any Director(s).

(b) A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If a quorum is present at the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. Notice of the adjourned meeting shall be given to all Directors.

**SECTION 13. - ACTION BY THE BOARD OF DIRECTORS.**

Any corporate action to be taken by the Board of Directors means action at a meeting of the Board. Each Director shall have one vote regarding any corporate action to be taken by the Board. Except as otherwise provided by law, the Certificate of Incorporation, or these By-laws, the vote of a majority of the Directors present at the time of the vote at a duly convened meeting at which a quorum is present shall be the act of the Board of Directors and all references to actions of the Board of Directors herein and in the Certificate of Incorporation shall mean the affirmative vote of a majority of the Directors present at the time of the vote at a duly convened meeting at which a quorum is present.

**SECTION 14. - ORGANIZATION.**

At each meeting of the Board of Directors, the Chairman shall preside. The Secretary, or, in his or her absence, a person chosen by a majority of the Directors present, shall keep complete and accurate minutes of the meeting.

**SECTION 15. - ATTENDANCE AT MEETINGS.**

Attendance at each meeting of the Board shall be recorded by the Secretary in the minutes thereof. The Clerk of the Steuben County Legislature shall receive notification of the failure of a member of the Board of Directors to attend three consecutive regular meetings of the Board, unless such absence is for good cause and is excused by the Chairman.

**SECTION 16. - COMPENSATION.**

The Directors shall serve without compensation. All Directors may be reimbursed for reasonable expenses incurred in the performance of corporate duties.

**SECTION 17. - PROPERTY RIGHTS.**

No Director of the corporation shall, by reason of that position, have any rights to or interest in the property or assets of the Corporation.

**ARTICLE IV - COMMITTEES**

**SECTION 1. - STANDING COMMITTEES.**

(a) The Standing Committees of the Board shall be as described in subparagraph (b) below. Except as otherwise provided by these By-laws, each Standing Committee shall consist of at least three Directors. No Standing Committee shall have authority as to the following matters:

- (i) The submission to the Members of any action requiring its approval;
- (ii) The filling of vacancies in the Board of Directors;
- (iii) The amendment or repeal of these By-laws or the adoption of new By-laws; or
- (iv) The amendment or repeal of any resolution of the Board which by its terms is not so amendable or repealable.

(b) Until changed by amendment of these By-laws, the Corporation shall have Audit, Finance, and Governance Standing Committees comprised of independent members, as required by PAAA.

**SECTION 2. - SPECIAL COMMITTEES.**

The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may create Special Committees, which shall have only the powers specifically delegated to them and shall in no case have powers which are not authorized for Standing Committees. The members of Special Committees shall be appointed by the Chairman of the Steuben County Land Bank Corporation Board from among the Directors, with the approval of the Steuben County Land Bank Board of Directors.

**SECTION 3. - MEETINGS.**

Meetings of committees shall be held at such times and places as shall be fixed by the respective committee chairmen, or by vote of a majority of all of the members of the committee. Written notice shall be mailed (via regular mail or electronic mail) or delivered to all members of the committee prior to each meeting. Written minutes of the proceedings shall be kept at all committee meetings and shall be submitted at the next meeting of the Board.

**SECTION 4. - QUORUM.**

Unless otherwise provided by resolution of the Board of Directors, a majority of all of the members of a committee shall constitute a quorum of the transaction of business.

**SECTION 5. - MANNER OF ACTING.**

Any corporate action to be taken by a committee shall mean such action to be taken at a meeting of the committee. Action shall be taken by majority vote of those present at a meeting.

**ARTICLE V – OFFICERS**

**SECTION 1. - CHAIRMAN; VICE-CHAIRMAN; OTHER OFFICERS.**

The Corporation shall have a Chairman, a Vice-Chairman, a Treasurer, and a Secretary and other officers and assistant officers as the Board of Directors may determine. The offices of Chairman and Secretary shall not be held by the same person. The officers shall have such duties as may be prescribed by these By-laws and the Board of Directors.

**SECTION 2. - TERMS OF OFFICERS.**

The officers shall be elected by a majority vote of the entire Board of Directors upon the creation of Corporation and thereafter at its annual meeting. Unless a shorter term is provided in the resolution of the Board electing such officer, the term of office of each officer shall extend for one year after his or her election and until a successor is elected or appointed and qualified. Officers shall be eligible to serve an unlimited number of consecutive terms.

**SECTION 3. - ADDITIONAL OFFICERS.**

Additional officers may be elected for such period, have such authority and perform such duties, either in an administrative or subordinate capacity, as the Board of Directors may from time to time determine.

**SECTION 4. - REMOVAL OF OFFICERS.**

Any officer may be removed by vote of the Directors, with or without cause, at any time, provided there is a quorum of not less than a majority of the entire Board of Directors present at the meeting at which such action is taken.

**SECTION 5. - RESIGNATION.**

Any officer may resign at any time by giving written notice to the Board of Directors, the Chairman or the Secretary. Any such resignation shall take effect at the time specified therein, or, if no time is specified, then on delivery. Acceptance of the resignation shall not be necessary to make it effective.

**SECTION 6. - VACANCIES.**

A vacancy in any office of the Corporation shall be filled by the majority vote of the entire Board of Directors.

**SECTION 7. – CHAIRMAN AND VICE-CHAIRMAN.**

The Chairman shall be the chief executive officer of the Corporation and shall generally supervise all its affairs. The Chairman shall perform such other duties as may be assigned to him or her from time to time by the Board of Directors. The Vice-Chairman shall perform the duties of the Chairman in the latter's absence or inability to perform, and such other duties as may be assigned to him or her from time to time by the Board of Directors.

**SECTION 8. - SECRETARY.**

It shall be the duty of the Secretary to supervise the preparation of minutes of all meetings of the Members and the Board of Directors and its committees, the giving of all notices required to be given by the Corporation, and the keeping of a current list of the Corporation's Members, Directors and officers and their residence addresses. The Secretary shall be responsible for supervising the preparation and maintenance of the books and records of the Corporation. The Secretary shall attend to such correspondence as may be assigned to him or her and perform all the duties customarily incidental to that office and such other duties as may be assigned to him or her by the Board of Directors or the Chairman. From time to time, the Board of Directors may employ or contract with an Assistant Secretary to whom the Board of Directors may designate certain duties of the Secretary and other such duties as may be assigned to him or her.

**SECTION 9. - TREASURER.**

It shall be the duty of the Treasurer, as Chief Financial Officer of the Corporation, to oversee the financial affairs of the Corporation, report at each regular meeting of the Board of Directors, and participate in preparing the annual report of the Corporation and the filing of all required tax returns and other regulatory reports. The Treasurer shall perform such other duties as may be assigned to him or her by the Board of Directors or the Chairman. From time to time, the Board of Directors may employ or contract with an appointed Assistant Treasurer to whom the Board of Directors may designate certain duties of the Treasurer and other such duties as may be assigned to him or her.

**ARTICLE VI - CONTRACTS, CHECKS, DRAFTS AND BANK ACCOUNTS**

**SECTION 1. - EXECUTION OF CONTRACTS.**

The Board of Directors, except as these By-laws and Article 16 of New York Non-Profit Corporation Law otherwise provide, may authorize any officer or officers, agent or agents, employee or employees, in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but, unless so authorized by the Board of Directors, or expressly authorized by these By-laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniary in any amount for any purpose.

**SECTION 2. - LOANS.**

No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board of Directors.

**SECTION 3. - CHECKS, DRAFTS, ETC.**

All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, must be signed on behalf of the Corporation by the Chairman or the Treasurer.

**SECTION 4. - DEPOSITS.**

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Treasurer may recommend and the Board of Directors approves.

**SECTION 5. - INVESTMENTS.**

The Board of Directors may authorize the Corporation to contract with an investment advisor and custodian to manage its investments in accordance with an investment policy established by the Board.

**ARTICLE VII - GENERAL**

**SECTION 1. - SEAL.**

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, New York." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

**SECTION 2. - BOOKS AND RECORDS.**

There shall be kept by the Corporation (1) correct and complete books and records of account, (2) minutes and statements of written action by the Members, (3) minutes of the proceedings of the Board of Directors and its committees, (4) a current list of the Members, Directors and officers of the Corporation and their residence addresses, (5) a copy of the Certificate of Incorporation, and (6) a copy of these By-laws.

**SECTION 3. - INDEMNIFICATION.**

The Corporation shall indemnify each Member, each Director, each officer, and, to the extent authorized by the Board of Directors, each other person authorized to act for the Corporation or on its behalf, to the full extent to which indemnification is permitted under the Not-For-Profit Corporation Law.

**SECTION 4. - INTERESTED DIRECTORS AND OFFICERS.**

The Board of Directors may adopt a policy regarding conflicts of interest which shall apply to all directors and officers.

**ARTICLE VIII - FISCAL YEAR**

The fiscal year of the Corporation shall commence on the first day of January of each calendar year and end on the last day of December.

## **ARTICLE IX - RULES OF ORDER AND BYLAW CHANGES**

### **SECTION 1. - RULES OF ORDER.**

Meetings of the Members and the Board of Directors and its committees shall be governed by Robert's Rules of Order, except in cases otherwise provided for by these By-laws.

### **SECTION 2. - BYLAW CHANGES.**

These By-laws may be amended, repealed or adopted only by a majority of the entire Board of Directors of the Corporation.

Conflict of Interest Policy

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**STEBEN COUNTY LAND BANK CORPORATION  
CONFLICT OF INTEREST POLICY**

**Conflicts of Interest:** A conflict of interest is a situation in which the financial, familial, or personal interests of a director, employee, or contractor come into actual or perceived conflict with their duties and responsibilities with the Steuben County Land Bank Corporation (the "Land Bank"). Perceived conflicts of interest are situations where there is the appearance that a board member, employee, and/or contractor can personally benefit from actions or decisions made in their official capacity, or where a board member, employee, or contractor may be influenced to act in a manner that does not represent the best interests of the Land Bank. The perception of a conflict may occur if circumstances would suggest to a reasonable person that a board member, employee, and/or contractor may have a conflict. The appearance of a conflict and an actual conflict should be treated in the same manner for the purposes of this policy.

Board members, employees, and contractors 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. While it is not possible to describe or anticipate all the circumstances that might involve a conflict of interest, a conflict of interest typically arises whenever a director, employee, or contractor has or will have:

- A financial or personal interest in any person, firm, corporation or association that has or will have a transaction, agreement or any other arrangement in which the Land Bank participates.
- The ability to use his or her position, confidential information or the assets of the Land Bank, to his or her personal advantage.
- Solicited or accepted a gift of any amount under circumstance in which it could reasonably be inferred that the gift was intended to influence him/her, or could reasonably be expected to influence him/her, in the performance of his/her official duties or was intended as a reward for any action on his/her part.
- Any other circumstance that may or appear to make it difficult for the board member, employee, or contractor to exercise independent judgment and properly exercise his or her official duties.

Section 73 and Section 74 of the Public Officers Law also applies to directors, officers, and employees of the land bank per Section 1605 of Not for Profit Corporation Law. If inconsistencies between this policy and the aforementioned Law exist, the latter takes precedence.

**PROCEDURES**

**Duty to Disclose:** All material facts related to the conflicts of interest (including the nature of the interest and information about the conflicting transaction) shall be disclosed in good faith and in writing to, when reasonably feasible, the Governance Committee, otherwise to the directors at a meeting of the directors. Such written disclosure shall be made part of the official record of the proceedings of the Land Bank.

**Determining Whether a Conflict of Interest Exists:** The Governance Committee or the directors, as applicable, shall advise the individual who appears to have a conflict of interest how to proceed. The Governance Committee or the directors of the Land Bank, as applicable, should

seek guidance from counsel or New York State agencies, such as the Authorities Budget Office, State Inspector General or the Joint Commission on Public Ethics (JCOPE) when dealing with cases where they are unsure of what to do.

**Recusal and Abstention:** No board member, employee, or contractor may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any organization in which he or she is deemed to have an interest. Board members, employees, and contractors must recuse themselves from deliberations, votes, or internal discussion on matters relating to any organization, entity or individual where their impartiality in the deliberation or vote might be reasonably questioned, and are prohibited from attempting to influence other board members, employees, or contractors in the deliberation and voting on the matter.

**Records of Conflicts of Interest:** The minutes of the Land Bank's meetings during which a perceived or actual conflict of interest is disclosed or discussed shall reflect the name of the interested person, the nature of the conflict, and a description of how the conflict was resolved.

**Reporting of Violations:** Board members, employees, and contractors should promptly report any violations of this policy.

**Penalties:** Any director, employee, or contractor that fails to comply with this policy may be penalized in the manner provided for in law, rules and regulations.

Appendix E

**Mission Statement and Measurement Report**

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The Steuben County Land Bank Corporation is to be a collaborative effort with various municipalities within the County to create a county-wide, state-designated land bank to acquire, control, manage and return to taxable status certain vacant or improved, strategically-selected residential and commercial real properties within the said County. Such real property may be acquired through a variety of means, including purchases or donations from the following sources: county tax foreclosure, bank foreclosure process or donations received from other entities, municipalities or persons. The Steuben County Land Bank Corporation (SCLBC) seeks to minimize the negative impacts that substandard properties and structures have on communities, hopefully stabilizing neighborhoods and the streets within them.

Steuben County Land Bank Corporation Organized: Filed w/NYS DOS March 2023

Mission Statement - Measurement Report 2022

Organize, Manage & Control Certain Properties:

		<u>Status/Comments</u>
Parcels	23	2 Titles acquired in 2017 3 Titles acquired in 2018 with 1 sold in 2018 5 Titles acquired in 2019 with 3 sold in 2019 2 Titles acquired in 2020 with 1 sold in 2020 3 Titles acquired in 2021 with 8 sold in 2021 8 Titles acquired in 2022 with 3 sold in 2022
Rehabilitated	8	Seven rehabs completed and sold and an eighth home nearly completed with rehabilitation.
Demolished	15	Fifteen homes/structures demolished and ten lots sold with four currently for sale. One lot is being used to construct a new home on.
Return to Taxable Status	16	16 homes/lots returned to taxable after sale.
Parcels owned 12/31/2022	7	5 vacant lots, 1 rehab home for sale, and one vacant lot pending sale.

**Appendix G**

**Properties Acquired by or Disposed of by the Corporation  
2017-2022**

<u>Muni.</u>	<u>Tax Map #</u>	<u>Parcel Address</u>	<u>Date Acquired</u>	<u>Type</u>	<u>Purchase Price</u>	<u>Project</u>	<u>Sold</u>	<u>Sale Price</u>	<u>Date of Sale</u>	<u>Purchaser</u>
Corning	299.19-02-088.000	161 Kingsbury Ave.	11/15/17	SFR	\$10,318	Rehab	Y	\$90,000	5/9/19	Private Sale
Corning	299.19-03-060.000	232 Onondaga St.	12/15/17	SFR	\$29,985	Rehab	Y	\$178,750	12/20/18	Private Sale
Hornell	166.26-01-037.000	23 Wells St.	1/8/18	SFR to Lot	\$5,228	Demo	Y	\$3,500	12/11/19	Private Sale
Bath	159.09-01-048.000	137 E. Washington St.	2/21/18	SFR to Lot	\$14,942	Demo	Y	\$1	2/2/21	H4H
Hornell	166.25-03-059.000	148 Terry St.	8/7/18	SFR	\$8,574	Rehab	Y	\$77,500	1/19/21	Private Sale
Corning	318.54-02-017.000	159 Columbia St.	5/23/19	SFR to Lot	\$1	Demo	Y	\$6,967	12/6/19	H4H
Corning	317.16-02-055.000	278 Chestnut St.	7/23/19	SFR	\$4,762	Rehab	Y	\$163,664	2/8/21	Private Sale
Addison	332.18-01-010.000	24 Ames St.	12/5/19	SFR to Lot	\$1	Demo	Y	\$2,000	9/8/20	Private Sale
Pulteney	037.19-01-072.000	9187 CR 74	12/19/19	SFR	\$4,500	Rehab	Y	\$114,900	9/17/21	Private Sale
Hornellville	166.18-01-024.000	1480 Chestnut St.	12/19/19	SFR	\$12,000	Rehab	Y	\$100,000	1/22/21	Private Sale
Addison	349.08-02-007.000	24 Baldwin Ave.	3/9/20	SFR to Lot	\$1	Demo	Y	\$3,706	2/2/21	H4H
Bath	144.03-02-005.000	7162 SR 54	10/26/20	SFR	\$35,700	Rehab	Y	\$151,000	06/22/22	Private Sale
Addison	332.17-02-021.000	115 Front Street	04/27/21	SFR to Lot	\$1,000	Demo	Y	\$6,000	11/12/21	Private Sale
Addison	349.12-01-050.000	44 Upper Farnham	5/14/21	SFR to Lot	\$1	Demo	Y	\$1,500	2/14/22	Private Sale
Hornell	151.63-03-004.000	3-5 Olive Place	06/08/21	Duplex to Lot	\$1	Demo	Y	\$1	09/03/21	ProAction
Hornell	151.09-02-020.000	179 Madison Avenue	7/6/22	SFR to Lot	\$6,450	Demo	Y	\$1	10/26/22	City of Hornell – BOCES

Hornell	151.19-01-043.000	274 Walnut Street	7/6/22	SFR to Lot	\$7,749	Demo	Y	\$8,000	01/09/23	Private Sale
Canisteo	197.11-03-024.200	3 Laine Court	7/6/22	SFR to Lot	\$9,730	Demo	N	NA	NA	NA
Campbell	243.00-01-005.000	8867 SR 415	7/6/22	SFR to Lot	\$15,041	Demo	N	NA	NA	NA
Campbell	243.00-01-006.000	SR 415	7/6/22	Garage to Lot	\$890	Demo	N	NA	NA	NA
Riverside	299.18-02-067.000	20 Townsend Avenue	7/6/22	SFR to Lot	\$13,207	Demo	N	NA	NA	NA
Riverside	299.14-01-032.000	360 Brewster Street	7/6/22	SFR	\$10,962	Rehab	Y	\$142k Accepted Offer	Pending	Private Sale
Hornell	166.05-01-007.000	91 Hartshorn Street	9/26/22	SFR to Lot	\$3,934	Demo	N	NA	NA	NA

**Appendix H**  
**NYS Not for Profit Law Article 16**

McKinney's Consolidated Laws of New York Not-For-Profit  
Corporation Law  
Chapter 314 Of the Consolidated Laws Article 16. Land Banks

**→ § 1600. Short title**

This article shall be known and may be cited as the "land bank act".

**→ § 1601. Legislative intent**

The legislature finds and declares that New York's communities are important to the social and economic vitality of the state. Whether urban, suburban, or rural, many communities are struggling to cope with vacant, abandoned, and tax-delinquent properties.

There exists a crisis in many cities and their metro areas caused by disinvestment in real property and resulting in a significant amount of vacant and abandoned property. For example, Cornell Cooperative Extension Association of Erie county estimates that the city of Buffalo has thirteen thousand vacant parcels, four thousand vacant structures and an estimated twenty-two thousand two hundred ninety vacant residential units. This condition of vacant and abandoned property represents lost revenue to local governments and large costs ranging from demolition, effects of safety hazards and spreading deterioration of neighborhoods including resulting mortgage foreclosures.

The need exists to strengthen and revitalize the economy of the state and its local units of government by solving the problems of vacant and abandoned property in a coordinated manner and to foster the development of such property and promote economic growth. Such problems may include multiple taxing jurisdictions lacking common policies, ineffective property inspection, code enforcement and property rehabilitation support, lengthy and/or inadequate foreclosure proceedings and lack of coordination and resources to support economic revitalization.

There is an overriding public need to confront the problems caused by vacant, abandoned and tax-delinquent properties through the creation of new tools to be available to communities throughout New York enabling them to turn vacant spaces into vibrant places.

Land banks are one of the tools that can be utilized by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use. The primary focus of land bank operations is the acquisition of real property that is tax delinquent, tax foreclosed, vacant, abandoned, and the use of tools authorized in this article to eliminate the harms and liabilities caused by such properties.

**→ § 1602. Definitions**

The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:

- (a) "board of directors" or "board" shall mean the board of directors of a land bank;
- (b) "land bank" shall mean a land bank established as a type C not-for-profit corporation under this chapter and in accordance with the provisions of this article and pursuant to this article;

Statutory Text as of 6.18.12

- (c) "foreclosing governmental unit" shall mean "tax district" as defined in subdivision six of section eleven hundred two of the real property tax law;
- (d) "municipality" shall mean a city, village, town or county other than a county located wholly within a city;
- (e) "school district" shall mean a school district as defined under the education law; and
- (f) "real property" shall mean lands, lands under water, structures and any and all easements, air rights, franchises and incorporeal hereditaments and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage

or otherwise, and any and all fixtures and improvements located thereon.

→ § 1603. Creation and existence

(a) Any foreclosing governmental unit may create a land bank by the adoption of a local law, ordinance, or resolution as appropriate to such foreclosing governmental unit which action specifies the following:

(1) the name of the land bank;

(2) the number of members of the board of directors, which shall consist of an odd number of members, and shall be not less than five members nor more than eleven members;

(3) the initial individuals to serve as members of the board of directors, and the length of terms for which they are to serve;

(4) the qualifications, manner of selection or appointment, and terms of office of members of the board; and

(5) the articles of incorporation for the land bank, which shall be filed with the secretary of state in accordance with the procedures set forth in this chapter.

(b) Two or more foreclosing governmental units may enter into an intergovernmental cooperation agreement which creates a single land bank to act on behalf of such foreclosing governmental units, which agreement shall be authorized by and be in accordance with the provisions of paragraph (a) of this section. Such intergovernmental agreement shall include provisions for dissolution of such land bank.

(c) Any foreclosing governmental units and any municipality may enter into an intergovernmental cooperation agreement which creates a single land bank to act on behalf of such foreclosing governmental unit or units and municipality, which agreement shall be authorized by and be in accordance with the provisions of paragraph (a) of this section. Such intergovernmental agreement shall include provisions for dissolution of such land bank.

(d) Except when a land bank is created pursuant to paragraph (b) or (c) of this section, in the event a county creates a land bank, such land bank shall have the power to acquire real property only in those portions of such county located outside of the geographical boundaries of any other land bank created by any other foreclosing governmental unit located partially or entirely within such county.

(e) A school district may participate in a land bank pursuant to an intergovernmental cooperation agreement with the foreclosing governmental unit or units that create the land bank, which agreement shall specify the membership, if any, of such school district on the board of directors of the land bank, or the actions of the land bank which are subject to approval by the school district.

Statutory Text as of 6.18.12

(f) Each land bank created pursuant to this act shall be a type C not-for-profit corporation, and shall have permanent and perpetual duration until terminated and dissolved in accordance with the provisions of section sixteen hundred thirteen of this article.

(g) Nothing in this article shall be construed to authorize the existence of more than ten land banks located in the state at one time, provided further that each foreclosing governmental unit or units proposing to create a land bank shall submit such local law, ordinance or resolution as required by paragraph (a) of this section, to the urban development corporation, for its review and approval. The creation of a land bank shall be conditioned upon approval of the urban development corporation.

(h) The office of the state comptroller shall have the authority to audit any land bank pursuant to this article.

→ § 1604. Applicability of New York law

This article shall apply only to land banks created pursuant to this article.

→ § 1605. Board of directors

(a)(1) The initial size of the board shall be determined in accordance with section sixteen hundred three of this article. Unless restricted by the actions or agreements specified in section sixteen hundred three of this article, the provisions of this section shall apply.

(2) The size of the board may be adjusted in accordance with by-laws of the land bank.

(b) In the event that a land bank is created pursuant to an intergovernmental agreement in accordance with section sixteen hundred three of this article, such intergovernmental cooperation agreement shall specify matters identified in paragraph (a) of section sixteen hundred three of this article; provided, however, that each foreclosing governmental unit shall have at least one appointment to the board.

(c) Any public officer shall be eligible to serve as a board member and the acceptance of the appointment shall neither terminate nor impair such public office. For purposes of this section, "public officer" shall mean a person who is elected to a municipal office. Any municipal employee or appointed officer shall be eligible to serve as a board member.

(d) The members of the board of directors shall select annually from among themselves a chairman, a vice-chairman, a treasurer, and such other officers as the board may determine, and shall establish their duties as may be regulated by rules adopted by the board.

(e) The board shall establish rules and requirements relative to the attendance and participation of members in its meetings, regular or special. Such rules and regulations may prescribe a procedure whereby, should any member fail to comply with such rules and regulations, such member may be disqualified and removed automatically from office by no less than a majority vote of the remaining members of the board, and that member's position shall be vacant as of the first day of the next calendar month. Any person removed under the provisions of this paragraph shall be ineligible for reappointment to the board, unless such reappointment is confirmed unanimously by the board.

(f) A vacancy on the board shall be filled in the same manner as the original appointment.

(g) Board members shall serve without compensation, shall have the power to organize and reorganize the execu-

Statutory Text as of 6.18.12

tive, administrative, clerical, and other departments of the land bank and to fix the duties, powers, and compensation of all employees, agents, and consultants of the land bank. The board may reimburse any member for expenses actually incurred in the performance of duties on behalf of the land bank.

(h) The board shall meet in regular session according to a schedule adopted by the board, and also shall meet in special session as convened by the chairman or upon written notice signed by a majority of the members.

(i) A majority of the members of the board, not including vacancies, shall constitute a quorum for the conduct of business. All actions of the board shall be approved by the affirmative vote of a majority of the members of that board present and voting; provided, however, no action of the board shall be authorized on the following matters unless approved by a majority of the total board membership:

(1) adoption of by-laws and other rules and regulations for conduct of the land bank's business;

(2) hiring or firing of any employee or contractor of the land bank. This function may, by majority vote of the total board membership, be delegated to a specified officer or committee of the land bank, under such terms and conditions, and to the extent, that the board may specify;

(3) the incurring of debt;

(4) adoption or amendment of the annual budget; and

(5) sale, lease, encumbrance, or alienation of real property, improvements, or personal property.

(j) Members of a board shall not be liable personally on the bonds or other obligations of the land bank, and the rights of creditors shall be solely against such land bank.

(k) Vote by proxy shall not be permitted. Any member may request a recorded vote on any resolution or action of the land bank.

(l) Each director, officer and employee shall be a state officer or employee for the purposes of sections seventy-three and seventy-four of the public officers law.

→ § 1606. Staff

A land bank may employ a secretary, an executive director, its own counsel and legal staff, and such technical experts, and such other agents and employees, permanent or temporary, as it may require, and may determine the qualifications and fix the compensation and benefits of such persons. A land bank may also enter into contracts and agreements with municipalities for staffing services to be provided to the land bank by municipalities or agencies or departments thereof, or for a land bank to provide such staffing services to municipalities or agencies or departments thereof.

→ § 1607. Powers

(a) A land bank shall constitute a type C not-for-profit corporation under New York law, which powers shall include all powers necessary to carry out and effectuate the purposes and provisions of this article, including the following powers in addition to those herein otherwise granted:

(1) adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business;

Statutory Text as of 6.18.12

(2) sue and be sued in its own name and plead and be impleaded in all civil actions, including, but not limited to, actions to clear title to property of the land bank;

(3) to adopt a seal and to alter the same at pleasure;

(4) to make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the land bank may determine;

(5) to issue negotiable revenue bonds and notes according to the provisions of this article;

(6) to procure insurance or guarantees from the state of New York or federal government of the payments of any debts or parts thereof incurred by the land bank, and to pay premiums in connection therewith;

(7) to enter into contracts and other instruments necessary to the performance of its duties and the exercise of its powers, including, but not limited to, intergovernmental agreements under section one hundred nineteen-o of the general municipal law for the joint exercise of powers under this article;

(8) to enter into contracts and other instruments necessary to the performance of functions by the land bank on behalf of municipalities or agencies or departments of municipalities, or the performance by municipalities or agencies or departments of municipalities of functions on behalf of the land bank;

(9) to make and execute contracts and other instruments necessary to the exercise of the powers of the land bank; and any contract or instrument when signed by the chairman or vice-chairman of the land bank, or by an authorized use of their facsimile signatures, and by the secretary or assistant secretary, or, treasurer or assistant treasurer of the land bank, or by an authorized use of their facsimile signatures, shall be held to have been properly executed for and on its behalf;

(10) to procure insurance against losses in connection with the real property, assets, or activities of the land bank;

(11) to invest money of the land bank, at the discretion of the board of directors, in instruments, obligations, securities, or property determined proper by the board of directors, and name and use depositories for its money;

(12) to enter into contracts for the management of, the collection of rent from, or the sale of real property of the land bank;

(13) to design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

(14) to fix, charge, and collect rents, fees and charges for the use of real property of the land bank and for services provided by the land bank;

(15) to grant or acquire a license, easement, lease (as lessor and as lessee), or option with respect to real property of the land bank;

(16) to enter into partnership, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of real property;

(17) to inventory vacant, abandoned and tax foreclosed properties;

Statutory Text as of 6.18.12

(18) to develop a redevelopment plan to be approved by the foreclosing governmental unit or units;

(19) to be subject to municipal building codes and zoning laws;

(20) to enter in agreements with a foreclosing governmental unit for the distribution of revenues to the foreclosing governmental unit and school district; and

(21) to do all other things necessary to achieve the objectives and purposes of the land bank or other laws that relate to the purposes and responsibility of the land bank.

(b) A land bank shall neither possess nor exercise the power of eminent domain.

#### → § 1608. Acquisition of property

(a) The real property of a land bank and its income and operations are exempt from all taxation by the state of New York and by any of its political subdivisions.

(b) The land bank may acquire real property or interests in real property by gift, devise, transfer, exchange, fore-closure, purchase, or otherwise on terms and conditions and in a manner the land bank considers proper.

(c) The land bank may acquire real property by purchase contracts, lease purchase agreements, installment sales contracts, land contracts, and may accept transfers from municipalities upon such terms and conditions as agreed to by the land bank and the municipality. Notwithstanding any other law to the contrary, any municipality may transfer to the land bank real property and interests in real property of the municipality on such terms and conditions and according to such procedures as determined by the municipality.

(d) The land bank shall maintain all of its real property in accordance with the laws and ordinances of the jurisdiction in which the real property is located.

(e) The land bank shall not own or hold real property located outside the jurisdictional boundaries of the foreclosing governmental unit or units which created the land bank; provided, however, that a land bank may be granted authority pursuant to an intergovernmental cooperation agreement with another municipality to manage and maintain real property located within the jurisdiction of such other municipality.

(f) Notwithstanding any other provision of law to the contrary, any municipality may convey to a land bank real property and interests in real property on such terms and conditions, form and substance of consideration, and procedures, all as determined by the transferring municipality in its discretion.

(g) The acquisition of real property by a land bank pursuant to the provisions of this article, from entities other than political subdivisions, shall be limited to real property that is tax delinquent, tax foreclosed, vacant or abandoned; provided, however, that a land bank shall have authority to enter into agreements to purchase other real property consistent with an approved redevelopment plan.

(h) The land bank shall maintain and make available for public review and inspection a complete inventory of all property received by the land bank. Such inventory shall include: the location of the parcel; the purchase price, if any, for each parcel received; the current value assigned to the property for purposes of real property taxation; the amount, if any, owed to the locality for real property

taxation; the identity of the transferor; and any conditions or restrictions applicable to the property.

Statutory Text as of 6.18.12

(i) All parcels received by the land bank shall be listed on the received inventory established pursuant to paragraph (h) of this section within one week of acquisition and shall remain in such inventory for one week prior to disposition.

(j) Failure to comply with the requirements in paragraphs (h) and (i) of this section with regard to any particular parcel shall cause such acquisition by the land bank to be null and void.

→ § 1609. Disposition of property

(a) The land bank shall hold in its own name all real property acquired by the land bank irrespective of the identity of the transferor of such property.

(b) The land bank shall maintain and make available for public review and inspection a complete inventory of all real property dispositions by the land bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the land bank or any other party which is not included within the sale price.

(c) The land bank shall determine and set forth in policies and procedures of the board of directors the general terms and conditions for consideration to be received by the land bank for the transfer of real property and interests in real property, which consideration may take the form of monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the transferee, and such other forms of consideration as are consistent with state and local law.

(d) The land bank may convey, exchange, sell, transfer, lease as lessor, grant, release and demise, pledge any and all interests in, upon or to real property of the land bank.

(e) A foreclosing governmental unit may, in its local law, resolution or ordinance creating a land bank, or, in the case of multiple foreclosing governmental units creating a single land bank in the applicable intergovernmental cooperation agreement, establish a hierarchical ranking of priorities for the use of real property conveyed by a land bank including but not limited to:

(1) use for purely public spaces and places;

(2) use for affordable housing;

(3) use for retail, commercial and industrial activities;

(4) use as wildlife conservation areas; and

(5) such other uses and in such hierarchical order as determined by the foreclosing governmental unit or units.

(f) A foreclosing governmental unit may, in its local law, resolution or ordinance creating a land bank, or, in the case of multiple foreclosing governmental units creating a single land bank in the applicable intergovernmental cooperation agreement, require that any particular form of disposition of real property, or any disposition of real property located within specified jurisdictions, be subject to specified voting and approval requirements of the board of directors. Except and unless restricted or constrained in this manner, the board of directors may delegate to officers and employees the authority to enter into and execute agreements, instruments of conveyance and all other related documents pertaining to the conveyance of real property by the land bank.

Statutory Text as of 6.18.12

(g) All property dispositions shall be listed on the property disposition inventory established pursuant to paragraph (b) of this section within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely.

(h) Failure to comply with the requirements in paragraph (g) of this section shall subject the land bank to a civil penalty of one hundred dollars per violation up to a maximum of ten thousand dollars for each parcel, recoverable in an action brought by the attorney general or district attorney. The attorney general or district attorney may also seek rescission of the real property transaction.

→ § 1610. Financing of land bank operations

- (a) A land bank may receive funding through grants and loans from the foreclosing governmental unit or units which created the land bank, from other municipalities, from the state of New York, from the federal government, and from other public and private sources.
- (b) A land bank may receive and retain payments for services rendered, for rents and leasehold payments received, for consideration for disposition of real and personal property, for proceeds of insurance coverage for losses incurred, for income from investments, and for any other asset and activity lawfully permitted to a land bank under this article.
- (c) Upon the adoption of a local law, ordinance, or resolution by municipality, school district or any taxing district, fifty percent of the real property taxes collected on any specific parcel of real property identified by such municipality, school district or any taxing jurisdiction may be remitted to the land bank, in accordance with procedures established by regulations promulgated by the department of taxation and finance. Such allocation of real property tax revenues shall commence with the first taxable year following the date of conveyance and shall continue for a period of five years.

→ § 1611. Borrowing and issuance of bonds

- (a) A land bank shall have power to issue bonds for any of its corporate purposes, the principal and interest of which are payable from its revenues generally. Any of such bonds may be secured by a pledge of any revenues, including grants or contributions from the state of New York, the federal government, or any agency, and instrumentality thereof, or by a mortgage of any property of the land bank.
- (b) The bonds issued by a land bank are hereby declared to have all the qualities of negotiable instruments under New York state law.
- (c) The bonds of a land bank created under the provisions of this article and the income therefrom shall at all times be free from taxation for the state of New York or local purposes under any provision of New York law.
- (d) Bonds issued by the land bank shall be authorized by resolution of the board and shall be limited obligations of the land bank; the principal and interest, costs of issuance, and other costs incidental thereto shall be payable solely from the income and revenue derived from the sale, lease, or other disposition of the assets of the land bank. In the discretion of the land bank, the bonds may be additionally secured by mortgage or other security device covering all or part of the project from which the revenues so pledged may be derived. Any refunding bonds issued shall be payable from any source described above or from the investment of any of the proceeds of the refunding bonds and shall not constitute an indebtedness or pledge of the general credit of any foreclosing governmental unit or municipality within the meaning of any constitutional or statutory limitation of indebtedness and shall contain a recital

Statutory Text as of 6.18.12

- to that effect. Bonds of the land bank shall be issued in such form, shall be in such denominations, shall bear interest, shall mature in such manner, and be executed by one or more members of the board as provided in the resolution authorizing the issuance thereof. Such bonds may be subject to redemption at the option of and in the manner determined by the board in the resolution authorizing the issuance thereof.
- (e) Bonds issued by the land bank shall be issued, sold, and delivered in accordance with the terms and provisions of a resolution adopted by the board. The board may sell such bonds in such manner, either at public or at private sale, and for such price as it may determine to be in the best interests of the land bank. The resolution issuing bonds shall be published in a newspaper of general circulation within the jurisdiction of the landbank.
- (f) Neither the members of a land bank nor any person executing the bonds shall be liable personally on any such bonds by reason of the issuance thereof. Such bonds or other obligations of a land bank shall not be a debt of any municipality or of the state of New York, and shall so state on their face, nor shall any municipality or the state of New York nor any revenues or any property of any municipality or of the state of New York be liable therefor.

→ § 1612. Public records and public meetings

- (a) The board shall cause minutes and a record to be kept of all its proceedings. Except as otherwise provided in this section, the land bank shall be subject to the open meetings law and the freedom of information law.

(b) A land bank shall hold a public hearing prior to financing or issuance of bonds. The land bank shall schedule and hold a public hearing and solicit public comment. After the conclusion of the public hearing and comments, the land bank shall consider the results of the public hearing and comments with respect to the proposed actions. Such consideration by the land bank shall include the accommodation of the public interest with respect to such actions; if such accommodation is deemed in the best interest of the community proposed actions shall include such accommodation.

(c) In addition to any other report required by this chapter, the land bank, through its chairperson, shall annually deliver, in oral and written form, a report to the municipality. Such report shall be presented by March fifteenth of each year to the governing body or board of the municipality. The report shall describe in detail the projects undertaken by the land bank during the past year, the monies expended by the land bank during the past year, and the administrative activities of the land bank during the past year. At the conclusion of the report, the chairperson of the land bank shall be prepared to answer the questions of the municipality with respect to the projects undertaken by the authority during the past year, the monies expended by the municipality during the past year, and the administrative activities of the municipality during the past year.

**→ § 1613. Dissolution of land bank**

A land bank may be dissolved as a type C not-for-profit corporation sixty calendar days after an affirmative resolution approved by two-thirds of the membership of the board of directors. Sixty calendar days advance written notice of consideration of a resolution of dissolution shall be given to the foreclosing governmental unit or units that created the land bank, shall be published in a local newspaper of general circulation, and shall be sent certified mail to the trustee of any outstanding bonds of the land bank. Upon dissolution of the land bank all real property, personal property and other assets of the land bank shall become the assets of the foreclosing governmental unit or units that created the land bank. In the event that two or more foreclosing governmental units create a land bank in accordance with section sixteen hundred three of this article, the withdrawal of one or more foreclosing governmental units shall not result in the dissolution of the land bank unless the intergovernmental agreement so provides, and there is no foreclosing governmental unit that desires to continue the existence of the land bank.

**→ § 1614. Conflicts of interest**

Statutory Text as of 6.18.12

No member of the board or employee of a land bank shall acquire any interest, direct or indirect, in real property of the land bank, in any real property to be acquired by the land bank, or in any real property to be acquired from the land bank. No member of the board or employee of a land bank shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used by a land bank. The board may adopt supplemental rules and regulations addressing potential conflicts of interest and ethical guidelines for members of the board and land bank employees.

**→ § 1615. Construction, intent and scope**

The provisions of this article shall be construed liberally to effectuate the legislative intent and the purposes as complete and independent authorization for the performance of each and every act and thing authorized by this article, and all powers granted shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers. Except as otherwise expressly set forth in this article, in the exercise of its powers and duties under this article and its powers relating to property held by the land bank, the land bank shall have complete control as fully and completely as if it represented a private property owner and shall not be subject to restrictions imposed by the charter, ordinances, or resolutions of a local unit of government.

**→ § 1616. Delinquent property tax enforcement**

The municipality may enter into a contract to sell some or all of the delinquent tax liens held by it to a land bank, subject to the following conditions:

(a) The consideration to be paid may be more or less than the face amount of the tax liens sold.

(b) Property owners shall be given at least thirty days advance notice of such sale in the same form and manner as is provided by subdivision two of section eleven hundred ninety of the real property tax law. Failure to provide such notice or the failure of the addressee to receive the same shall not in any way affect the validity of any sale of a tax lien or tax liens or the validity of the taxes or interest prescribed by law with respect thereto.

(c) The municipality shall set the terms and conditions of the contract of sale.

(d) The land bank must thirty days prior to the commencement of any foreclosure action provide to the municipality a list of liens to be foreclosed. The municipality may, at its sole option and discretion, repurchase a lien or liens on the foreclosure list from the land bank. The repurchase price shall be the amount of the lien or liens plus any accrued interest and collection fees incurred by the land bank. The land bank shall provide the foreclosure list to the municipality, along with the applicable repurchase price of each lien, by certified mail, and the municipality shall have thirty days from receipt to notify the land bank of its option to purchase one or more of the liens. If the municipality opts to purchase the lien, it shall provide payment within thirty days of receipt of the repurchase price of said lien or liens. If the municipality shall fail to opt to repurchase the lien or liens the land bank shall have the right to commence a foreclosure action immediately.

(e) The sale of a tax lien pursuant to this article shall not operate to shorten the otherwise applicable redemption period or change the otherwise applicable interest rate.

(f) Upon the expiration of the redemption period prescribed by law, the purchaser of a delinquent tax lien, or its successors or assigns, may foreclose the lien as in an action to foreclose a mortgage as provided in section eleven hundred ninety-four of the real property tax law. The procedure in such action shall be the procedure prescribed by article thirteen of the real property actions and proceedings law for the foreclosure of mortgages. At any time following the commencement of an action to foreclose a lien, the amount required to redeem the lien, or the amount received upon sale of a property, shall include reasonable and necessary collection costs, attorneys' fees, legal costs, allowances, and disbursements.

(g) The provisions of title five of article eleven of the real property tax law shall apply so far as is practicable to a contract for the sale of tax liens pursuant to this article.

(h) If the court orders a public sale pursuant to section eleven hundred thirty-six of the real property tax law, and the purchaser of the property is the land bank, then the form, substance, and timing of the land bank's payment of the sales price may be according to such agreement as is mutually acceptable to the plaintiff and the land bank. The obligation of the land bank to perform in accordance with such agreement shall be deemed to be in full satisfaction of the tax claim which was the basis for the judgment.

(i) Notwithstanding any other provision of law to the contrary, in the event that no municipality elects to tender a bid at a judicially ordered sale pursuant to the provisions of section eleven hundred thirty-six of the real property tax law, the land bank may tender a bid at such sale in an amount equal to the total amount of all municipal claims and liens which were the basis for the judgment. In the event of such tender by the land bank the property shall be deemed sold to the land bank regardless of any bids by any other third parties. The bid of the land bank shall be paid as to its form, substance, and timing according to such agreement as is mutually acceptable to the plaintiff and the land bank. The obligation of the land bank to perform in accordance with such agreement shall be deemed to be in full satisfaction of the municipal claim which was the basis for the judgment. The land bank, as purchaser at such sale shall take and forever thereafter have, an absolute title to the property sold, free and discharged of all tax and municipal claims, liens, mortgages, charges and estates of whatsoever kind. The deed to the land bank shall be executed, acknowledged and delivered within thirty days of the sale.

#### → § 1617. Contracts

(a) The land bank may, in its discretion, assign contracts for supervision and coordination to the successful bidder for any subdivision of work for which the land bank receives bids. Any construction, demolition, renovation and reconstruction contract awarded by the land bank shall contain such other terms and conditions as the land bank may deem desirable. The land bank shall not award any construction, demolition, renovation and reconstruction contract greater than ten thousand dollars except to the lowest bidder who, in its opinion, is qualified to perform the work required and who is responsible and reliable. The land bank may, however, reject any or all bids or waive any informality in a bid if it believes that the public interest will be promoted thereby. The land bank may reject any bid, if, in its judgment, the business and technical organization, plant, resources, financial standing, or experience of the bidder justifies such rejection in view of the work to be performed.

(b) For the purposes of article fifteen-A of the executive law only, the land bank shall be deemed a state agency as that term is used in such article, and all contracts for procurement, design, construction, services and materials shall be deemed state contracts within the meaning of that term as set forth in such article.

Appendix J  
Articles of Incorporation

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**CERTIFICATE OF INCORPORATION  
OF  
STEUBEN COUNTY LAND BANK CORPORATION**

A Not-For-Profit Land Bank Corporation  
under Article 16 of the Not-For-Profit  
Corporation Law of the State of New York

**THE UNDERSIGNED**, being over the age of eighteen years, for the purpose of forming a not-for-profit land bank corporation pursuant to Article 16 of the Not-For-Profit Corporation Law of the State of New York, hereby certifies as follows:

**FIRST:** The name of the corporation shall be Steuben County Land Bank Corporation (hereinafter referred to as the "Corporation").

**SECOND:** The Corporation will be a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law of the State of New York and, as provided in Section 1603(f) of the Not-For-Profit Corporation Law, will be a Type Charitable Corporation as defined in Section 201 of the Not-For-Profit Corporation Law. The Corporation shall be a public instrumentality of and supporting organization for, but separate and apart from Steuben County, New York (the "County").

**THIRD:** The purposes for which the Corporation is to be formed and operated, are exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to combat community deterioration by facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in order to eliminate the harms and liabilities caused by such properties, and lessen the burden of government and act in the public interest. In furtherance of said purposes, the Corporation's powers shall include all powers and duties granted land bank corporations as set forth in Article 16 of the Not-For-Profit Corporation Law of the State of New York, as it may be amended from time-to-time, which powers are incorporated herein by reference as if fully stated herein, and shall also include:

(a) any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, officers or any private person.

(b) In general, to perform any and all acts and things, and exercise any and all powers which may now or hereafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of New York for the purpose of accomplishing any of the foregoing purposes of the Corporation.

**FOURTH:** The Corporation's public objective and mission, which the Corporation's purpose will achieve, includes the lessening of the burdens of government by undertaking, promoting, and facilitating the return of vacant, abandoned, and tax-delinquent properties to productive use in order to eliminate the harms and liabilities caused by such properties and to combat community deterioration in Steuben County, New York, that will include real estate development and management, real estate project finance, and other community-based economic and human services development activities permissible under the Not-For-Profit Corporation Law.

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FIFTH: The operations of the Corporation will be principally conducted within the territory of the County.

SIXTH: (a) All income and earnings of the Corporation shall be used exclusively for its corporate purposes with the intent being that all income and earnings will be expended or deposited in appropriate reserves for corporate purposes;

(b) The property of the Corporation is irrevocably dedicated to charitable purposes.

SEVENTH: (a) The Corporation shall not attempt to influence legislation by propaganda or otherwise, or participate in or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

(b) The Corporation shall not engage in any activities not permitted to be carried on by an organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

EIGHTH: In the event of the dissolution of the Corporation or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all debts and liabilities of the Corporation of whatsoever kind or nature, distribute all of the remaining assets and property of the Corporation to the County as set forth in Section 1613 of the Not-for-Profit Corporation Law.

NINTH: The office of the Corporation shall be located in the County of Steuben, New York.

TENTH: The types or classes of Membership in the Corporation and the number of Members of the Corporation shall be described in the By-laws. The initial Members of the Corporation shall be identified in the By-laws.

ELEVENTH: The Corporation shall be initially managed by seven directors, who shall be appointed by the Chairman of the Steuben County Board of Legislators, subject to confirmation by the Steuben County Legislature. All Directors must either be a resident of or employed in Steuben County. Any subsequent increase or decrease in the size of the Steuben County Land Bank Board of Directors will require the approval of the Steuben County Board of Legislators, and shall be in accordance with Article 16 of the Not-For-Profit Corporation Law of the State of New York.

TWELFTH: The names and addresses of the initial Directors of the Corporation will be as follows:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Joe Hauryski	Chairman of the Legislature	3 E. Pulteney Sq. Bath, NY 14810
Scott Van Etten	Chairman of the Finance Committee	3 E. Pulteney Sq. Bath, NY 14810
Jack Wheeler	County Manager	3 E. Pulteney Sq. Bath, NY 14810
Patrick Donnelly	Commissioner of Finance	3 E. Pulteney Sq. Bath, NY 14810
William Von Hagn	Mayor, Village of Bath	110 Liberty St., Ste 104 Bath, NY 14810



## AGREEMENT

THIS AGREEMENT made effective the 18th day of July, 2022 by and between the **STEUBEN COUNTY LAND BANK**, a municipal nonprofit corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, herein after called the "Land Bank", and **Arbor Housing and Development**, a not for profit Corporation, with an address of 26 Bridge Street, Corning, NY 14830, hereinafter called the "Agent."

### WITNESSETH:

WHEREAS, the Land Bank has sought to procure Management Services; and

WHEREAS, the Land Bank and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** Arbor Housing and Development will provide assistance in the assessment and acquisition of foreclosed homes through the Steuben County Tax Sale, research potential homes to be acquired and evaluate whether a property should be rehabilitated or demolished. A priority schedule and budget will be prepared by Arbor to help adhere to funding limitations and forecast appropriate future work. Arbor will work in collaboration with the appropriate persons for approval in decisions for acquisition, rehab, demolition, and the sale of each property. Arbor will provide administrative services which will include financial resources, research, presentations, compliance monitoring, earned value monitoring creating the scope of work per property, and monitoring and managing rehab and demolition work. Additional information can be found in the Request for Proposals (RFP)(Exhibit C).

2. **TERM.** The term shall be for one year expiring on 06/30/2023.

3. **CONSIDERATION.** Consideration shall not exceed \$50,000 per year.

4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming the Steuben County Land Bank as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.

5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

The Agent offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One - g of the New York State Labor Law (NYS Labor Law §201-g).

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the Land Bank. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature, Steuben County Officer, or Land Bank Board Member or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of

Steuben (or Land Bank), for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security, Affordable Care Act, or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben, the Land Bank and it or the County's employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County or Land Bank shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The Land Bank shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Land Bank's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the Land Bank with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County and/or Land Bank with appropriate documentation should the County/Land Bank wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to the Land Bank upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the Land Bank may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the Land Bank during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Land Bank Board, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the Land Bank for the performance of the terms hereof and the Land Bank beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the Land Bank shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Land Bank. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** The Land Bank may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Land Bank's Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Steuben County Land Bank

BY: Hilda Lando

AGENT

BY: Sean Bell

Dated: 7/25/22

Dated: 7/27/2022

Approved as to Form:

[Signature]  
County Attorney

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

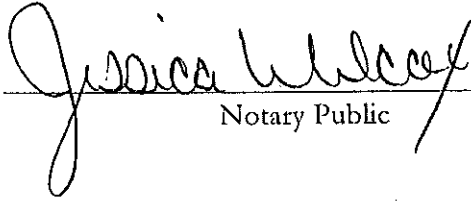
On this 25<sup>th</sup> day of July, 2022 before me, the undersigned, personally appeared Hilda Lando to me known, who being by me duly sworn, did depose and say that he/she resides in Coening, New York; that he/she is the chairwoman of the County Land Bank described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Land Bank Board.

Yvonne Erway  
Notary Public

YVONNE ERWAY  
NOTARY PUBLIC #01ER6153706  
State of NY, County of Steuben  
My commission expires October 16, 2022

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the 27<sup>th</sup> day of July in the year 2022 before me, the undersigned, personally appeared Susan Bull, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

**Jessica N. Wilcox**  
**Notary Public, New York State**  
**No. 01W16375176**  
**Qualified in Steuben County**  
**Commission Expires 5/14/26**

## Appendix A

### STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County Land Bank, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County Land Bank in which the named insured agrees to defend, hold harmless, and indemnify the County Land Bank, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County Land Bank-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. **This includes self-employed individuals.** The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

#### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

## APPENDIX B

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the \_\_\_\_\_ department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that

could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

Steven Bell

Agency Signature

Steven Bell

Print name

President/CEO

Title

7/27/2022

Date