

**Pelham Local Development Corporation  
Joint Meeting of Member and Appointed Directors**

**Agenda  
August 10, 2022  
10:00 AM**

**Member Meeting**

Hon. Chance Mullen, Mayor, serving as Sole Member, ex officio

Presentation of Member Resolution Acknowledging and Electing Directors

Adjourn Member Meeting

**Board of Directors Meeting**

Approval of January 19, 2021 minutes

**Annual Meeting Matters, including:**

Annual Review and Approval of Mission Statement

Review and Restatement of Policies

Disposition of Property Policy

Investment Policy

Appointment of Audit and Finance Committee

Appointment of Governance Committee

Approval of Budget

Acknowledgement of Fiduciary Duties

Annual Board Evaluations

**New Business:**

Overview and Status Report on Pelham House and Municipal Center Project

Developer Presentation and Introduction of the Hudson Companies Team

Proposed Resolution Authorizing Assignment of LDA from Pelham House to Pelham Green, along with execution and Delivery of Assignment and Assumption Agreement

**Old Business:**

Resolution Authorizing Engagement of Harris Beach PLLC

**VILLAGE OF PELHAM LOCAL DEVELOPMENT CORPORATION**  
**NOTICE OF ANNUAL MEETING**

**NOTICE IS HEREBY GIVEN**, that the Village of Pelham Local Development Corporation (the “Corporation”) will hold a scheduled meeting (annual meeting) at 10:00 am on Wednesday, August 10, 2022, via video conference.

The public may view the meeting using the following link:

<https://us06web.zoom.us/j/89183019633?pwd=T05GYnc4ZmJCcTNnRnp1U0dVblF0dz09>

Given the ongoing COVID-19 public health crisis and pursuant to Executive Order 202.15, as extended from time to time, authorizing public meetings to be held remotely through the use of telephone conference or video conference, the aforementioned meeting will be held via video conference and the Corporation will not be able to accommodate any in-person public attendance or participation at this meeting. This meeting is the annual meeting of the Corporation. This notice is given in order to comply with the Open Meetings Law.

Minutes of the Meeting will be recorded and posted on the Corporation’s website. An Agenda will be posted prior to the meeting.

Dated: Pelham, New York  
August 5, 2022

Meeting Minutes  
of the  
Pelham Local Development Corporation

7:00 Tuesday January 19, 2021

The five members of the Pelham Local Development Corporation (PLDC) met via video conference at 7:00pm est January 19, 2021 to consider agreements between the PLDC and the Village of Pelham (NY) as well as between the LDC and the developer Pelham House LLC.

In attendance were:

Chance Mullen, LDC chair and Mayor of the Village of Pelham NY  
Mike Carpenter, LDC member and Village Trustee  
Yenna Chan, LDC member  
Lisa Hill-Ries, LDC member and Village Trustee  
Joe Marty, LDC member and secretary  
Omar Small, Village Administrator  
Kieya Glaze, Deputy Village Treasurer  
Jeff Storch, counsel for Village

Mayor Mullen moved for a vote to approve the minutes of the December 15, 2020 meeting, and Trustee Hill-Ries seconded. Mullen, Carpenter, Chan, Hill-Ries, and Marty all voted yes.

Counsel Storch informed all PLDC members of the New York State requirement that each PLDC member complete the ABO Online Board Training course;  
<https://mail.google.com/mail/u/1/#inbox?projector=1>

Counsel Storch also informed PLDC members of the need to sign and send to him the Pelham Development Corporation Certificate of Fiduciary Obligation.

Counsel Storch stated that the PLDC would need to assemble a budget on the same schedule as the Village, participate in audits, and set up a publicly-viewable website presence.

The following resolutions were duly offered and seconded, to wit:

**RESOLUTION OF THE PELHAM LOCAL DEVELOPMENT CORPORATION AUTHORIZING** the Chairman, Vice Chairman and/or the Chief Executive Officer of the PLDC, on behalf of the PLDC, to negotiate, execute and deliver an agreement, if necessary, with the Village of Pelham in connection with the operations and maintenance of the LDC.

The question of adoption of the foregoing resolution was duly put to a vote on roll call, and Mullen, Carpenter, Chan, Hill-Ries, and Marty all voted yes.

**RESOLUTION OF THE PELHAM LOCAL DEVELOPMENT CORPORATION AUTHORIZING** the Chairman, Vice Chairman and/or the Chief Executive Officer of the PLDC, on behalf of the PLDC, on behalf of the audit committee, to engage the accounting firm of PKF O'Connor Davies LLP, as the auditor of the PLDC.

The question of adoption of the foregoing resolution was duly put to a vote on roll call, and Mullen, Carpenter, Chan, Hill-Ries, and Marty all voted yes.

**RESOLUTION OF THE PELHAM LOCAL DEVELOPMENT CORPORATION AUTHORIZING** the Chief Financial Officer or the Deputy Chief Financial Officer of the PLDC to set up and manage a bank account for purposes of meeting PLDC objectives, and recognizing the current Pelham Village Administrator and Treasurer as the Chief Financial Officer of the PLDC and the Pelham Village Deputy Treasurer as the Deputy Chief Financial Officer of the PLDC.

The question of adoption of the foregoing resolution was duly put to a vote on roll call, and Mullen, Carpenter, Chan, Hill-Ries, and Marty all voted yes.

Village Administrator Small undertook to examine availability of insurance for each of the PLDC members for the conduct of their official duties.

Mayor Mullen moved to adjourn, and all members voted yes. Meeting adjourned at 7:41 pm, January 19, 2021.

I, Joe Marty, Secretary of the Pelham Local Development Corporation, located in the County of Westchester, State of New York (the "PLDC"), HEREBY CERTIFY as follows:

1. A special meeting of the Board of Directors of the PLDC was duly held on December 15, 2020, and minutes of such meeting have been duly recorded in the Minute Book kept by me in accordance with the law for the purposes of recording the minutes of meetings of the Board of the PLDC.
2. I have compared the attached extract with such minutes, including this resolution, so recorded and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.
3. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Board of the PLDC who attended such meeting.
4. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.

IN WITNESS WHEREOF, I have hereunto set my hand, this 19<sup>th</sup> day of January 2021.

Joe Marty  
Secretary



## *Acknowledgement of Fiduciary Duties and Responsibilities*

As a member of the Authority's board of directors, I understand that I have a fiduciary obligation to perform my duties and responsibilities to the best of my abilities, in good faith and with proper diligence and care, consistent with the enabling statute, mission, and by-laws of the Authority and the laws of New York State. The requirements set forth in this acknowledgement are based on the provisions of New York State law, including but not limited to the Public Authorities Reform Act of 2009, Public Officers Law, and General Municipal Law. As a member of the board of directors:

### I. Mission Statement

I have read and understand the mission of the Authority; and the mission is designed to achieve a public purpose on behalf of the State of New York. I further understand that my fiduciary duty to this Authority is derived from and governed by its mission.

I agree that I have an obligation to become knowledgeable about the mission, purpose, functions, responsibilities, and statutory duties of the Authority and, when I believe it necessary, to make reasonable inquiry of management and others with knowledge and expertise so as to inform my decisions.

### II. Deliberation

I understand that my obligation is to act in the best interests of the Authority and the People of the State of New York whom the Authority serves.

I agree that I will exercise independent judgment on all matters before the board.

I understand that any interested party may comment on any matter or proposed resolution that comes before the board of directors consistent with the laws governing procurement policy and practice, be it the general public, an affected party, a party potentially impacted by such matter or an elected or appointed public official. However, I understand that the ultimate decision is mine and will be consistent with the mission of the Authority and my fiduciary duties as a member of the Authority's board of directors.

I will participate in training sessions, attend board and committee meetings, and engage fully in the board's and committee's decision-making process.

### III. Confidentiality

I agree that I will not divulge confidential discussions and confidential matters that come before the board for consideration or action.

### IV. Conflict of Interest

I agree to disclose to the board any conflicts, or the appearance of a conflict, of a personal, financial, ethical, or professional nature that could inhibit me from performing my duties in good faith and with due diligence and care.

I do not have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of my duties in the public interest.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Authority Name: \_\_\_\_\_

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

### Confidential Evaluation of Board Performance

Criteria	Agree	Somewhat Agree	Somewhat Disagree	Disagree
Board members have a shared understanding of the mission and purpose of the Authority.				
The policies, practices and decisions of the Board are always consistent with this mission.				
Board members comprehend their role and fiduciary responsibilities and hold themselves and each other to these principles.				
The Board has adopted policies, by-laws, and practices for the effective governance, management and operations of the Authority and reviews these annually.				
The Board sets clear and measurable performance goals for the Authority that contribute to accomplishing its mission.				
The decisions made by Board members are arrived at through independent judgment and deliberation, free of political influence, pressure or self-interest.				
Individual Board members communicate effectively with executive staff so as to be well informed on the status of all important issues.				
Board members are knowledgeable about the Authority's programs, financial statements, reporting requirements, and other transactions.				
The Board meets to review and approve all documents and reports prior to public release and is confident that the information being presented is accurate and complete.				
The Board knows the statutory obligations of the Authority and if the Authority is in compliance with state law.				
Board and committee meetings facilitate open, deliberate and thorough discussion, and the active participation of members.				
Board members have sufficient opportunity to research, discuss, question and prepare before decisions are made and votes taken.				
Individual Board members feel empowered to delay votes, defer agenda items, or table actions if they feel additional information or discussion is required.				
The Board exercises appropriate oversight of the CEO and other executive staff, including setting performance expectations and reviewing performance annually.				
The Board has identified the areas of most risk to the Authority and works with management to implement risk mitigation strategies before problems occur.				
Board members demonstrate leadership and vision and work respectfully with each other.				

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

**PELHAM LOCAL DEVELOPMENT CORPORATION  
ANNUAL MEETING OF MEMBER**

**August 10, 2022**

The undersigned, being the sole Member of the Pelham Local Development Corporation, (the "Corporation"), a local development corporation organized pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, adopted the following resolutions at a meeting of the Member duly called at 10:00 AM on August 10, 2022, at the Village Hall, 195 Sparks Avenue, Pelham, New York and via video conference:

**RESOLVED**, that the following persons are appointed to serve as Appointed Director(s) of the Corporation under the terms outlined in the By-laws of the Corporation:

Hon. Chance Mullen, Mayor of the Village of Pelham, ex officio  
Hon. Mike Carpenter, Village Trustee and Deputy Mayor, ex officio  
Hon. Lisa Hill-Ries, Village Trustee, ex officio  
Joseph Marty  
Yenna Chan

**RESOLVED**, that any and all actions heretofore taken by the Directors or officers of the Corporation, for and on behalf of the Corporation, specifically including but not limited to the annual report, annual audit and the resolutions of the Board of Directors adopted on or about the date hereof, are hereby ratified, confirmed and approved in their entirety; and be it,

**FURTHER RESOLVED**, that the Directors and officers of the Corporation be, and the same hereby are, authorized, empowered and directed to do all things and acts and to execute all documents as may be necessary or advisable and proper to carry on the business of the Corporation.

The undersigned, as the Member of the Corporation, hereby waives notice of the meeting at which the foregoing resolutions were passed.

Dated: August 10, 2022

\_\_\_\_\_  
Name: Hon. Chance Mullen, Village Mayor  
Title: Member, Ex Officio

## ASSIGNMENT AND ASSUMPTION AGREEMENT

### LAND DEVELOPMENT AGREEMENT

This Assignment and Assumption Agreement (herein, this “Assignment Agreement”) is entered into as of August \_\_, 2022 by and between **PELHAM HOUSE, LLC**, a limited liability company formed under the laws of the State of New York that is authorized to transact business in the State of New York, with offices located at 10 Grand Central, 155 East 44th Street, 6th Floor, New York, NY 10017 (“*Assignor*”) and **PELHAM GREEN LLC**, a foreign limited liability company formed under the laws of the State of Delaware that is authorized to transact business in the State of New York, with offices located at 826 Broadway, 11<sup>th</sup> Floor, New York, NY 10003 (“*Assignee*”), with acknowledgment of **PELHAM LOCAL DEVELOPMENT CORPORATION**, a not for profit local development corporation organized under the laws of the State of New York (the “*State*”), with offices at 195 Sparks Avenue, Pelham, NY 10803 (herein, “*PLDC*”), with acknowledgment by **VILLAGE OF PELHAM, NEW YORK**, a municipal corporation duly existing under the laws of the State with offices at 195 Sparks Avenue, Pelham, New York 10803 (the “*Village*”).

All terms used, but not defined, herein shall have the meanings ascribed to them in that certain Land Development Agreement (defined below).

WHEREAS, Assignor and PLDC previously entered into that certain Land Development Agreement, dated as of January 7, 2021 (the “*LDA*”, a complete copy of which, including all exhibits, is attached hereto as **Exhibit A**); and

WHEREAS, pursuant to Section 11.1 of the LDA, the Assignor has requested PLDC’s approval for the assignment of the LDA to Assignee, and the Assignee has agreed to assume all rights and obligations of Assignor pursuant to the LDA (collectively, the “*Assignment*”), whereby Assignee would be recognized as an “Eligible Transferee”, as defined within Section 11.1 of the LDA; and

WHEREAS, upon notice of the Assignor and Assignee’s intent to undertake the Assignment, PLDC adopted an Authorizing Resolution on August 10, 2022 approving the Assignment and the execution and delivery of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of the Assigned Rights and Obligations. (a) Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the LDA and Assignee hereby assumes all of the rights and obligations of the Assignor under the LDA. The foregoing assignment of the LDA includes all indemnifications of the Village and PLDC provided within the LDA.

(b) Assignee hereby assumes the performance of all of the obligations, terms, covenants and conditions of the LDA on Assignor’s part first to be performed thereunder first arising from and after the Effective Date (as defined herein) and will perform all of the obligations, terms, covenants and conditions



of the LDA on Assignee's part to be performed from and after the Effective Date, all with the same force and effect as though the Assignee had signed the LDA as a party thereto.

(c) Indemnity of Assignor. Assignor does hereby agree, for Assignor and for Assignor's successors and assigns, to indemnify, defend and save Assignee and Assignee's legal representatives, successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignor under the LDA prior to the Effective Date.

(d) Indemnity of Assignee. Assignee does hereby agree, for Assignee and for Assignee's legal representatives, successors and assigns, to indemnify, defend and save Assignor and Assignor's successors and assigns harmless from and against any and all claims, losses, suits and expenses (including, but not limited to, reasonable attorneys' fees and litigation expenses) asserted or first arising in connection with the performance by Assignee under the LDA from and after the Effective Date.

(e) Assignor hereby represents and warrants to Assignee, PLDC and the Village that (a) there have been no prior assignments of the LDA made by Assignor to any other party, (b) that the LDA is being assigned to Assignee free and clear of all liens and encumbrances, (c) Assignor has complied with all provisions of the LDA as of the Effective Date regarding this Agreement, including but not limited to all applicable provisions of the LDA; and (d) Assignor is not now in breach or default of any provision of the LDA, nor are there any facts that, with the passage of time, may constitute a breach or default under the LDA. The representations and warranties of Assignor set forth herein shall survive the closing of the transactions contemplated by the LDA and the delivery of this Agreement. PLDC and the Village hereby acknowledge Assignor's compliance with the provisions of the LDA regarding this Agreement.

2. Effective Date. The effective date of the Assignment shall be as of the date hereof.

3. Representations and Covenants of the Assignee. (a) The Assignee is a foreign limited liability company duly organized and validly existing and in good standing under the laws of the State of Delaware, with full legal power and authority to own its properties, to conduct its business in the State of New York, to enter into this Agreement and to carry out all obligations, indemnities and responsibilities of "Pelham House" under and pursuant to the LDA.

(b) The execution, delivery and performance by the Assignee of this Agreement and the assumption of all obligations under the LDA have been duly authorized by all necessary action of the Assignee; the LDA is in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of this Agreement or the LDA have been repealed, revoked or rescinded.

(c) The execution, delivery and performance by the Assignee of this Agreement, and the consummation by the Assignee of the transactions contemplated within the LDA and compliance with the provisions same does not and will not (i) violate the Assignee's Articles of Organization or Operating Agreement, or (ii) require consent under (which has not heretofore been received), or result in a breach or default of any credit agreement, indenture, purchase agreement, mortgage, deed of trust, commitment, guaranty, agreement or any other instrument to which the Assignee is a party or by which the Assignee may be bound or affected, or (iii) conflict with or violate any existing law, rule, regulation, judgment,

order, writ, injunction or decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the Assignee or any of the properties of the Assignee.

(d) The Assignee has duly authorized the taking of and has taken any and all action necessary to carry out and give effect to the transactions contemplated to be performed on the Assignee's part herein and pursuant to the LDA.

(e) There is neither any action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or to the best of the knowledge of the Assignee, threatened against or affecting the Assignee, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or the enforceability of this Agreement and/or the LDA, or which would materially adversely affect the business, prospects, properties or condition of the Assignee.

4. Insurance Required. The Assignee has procured and delivered to PLDC and the Village all insurance coverages required pursuant to the LDA.

5. General Certificate of Assignee. The Assignee has further delivered to PLDC and the Village a General Certificate, dated as of the date hereof, and relating to the Assignee containing representations and covenants of the Assignee, along with the Assignees company documents, resolutions and good standing certificate. The representations of the Assignee contained therein are incorporated herein for PLDC and the Village reliance and benefit in connection with their respective acknowledgments hereto.

6. Successors. All future transfers and assignments shall continue to be subject to Section 11.1 of the LDA, as may be amended, wherein the Assignee shall be required to comply with the terms thereof in connection with any prospective assignments or transfers.

7. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Assignor, Assignee, PLDC and the Village, by their duly authorized officials, hereby execute and deliver this Assignment and Assumption Agreement.

**PELHAM HOUSE, LLC. ASSIGNOR**

By: \_\_\_\_\_  
Name:  
Title:

**PELHAM GREEN LLC, ASSIGNEE**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENTS:**

**PELHAM LOCAL DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title: Executive Director

**VILLAGE OF PELHAM, NEW YORK**

By: \_\_\_\_\_  
Name:  
Title: Mayor

**EXHIBIT A**

**LAND DEVELOPMENT AGREEMENT**

**ASSIGNMENT AUTHORIZING RESOLUTION**  
*(Pelham House Project)*

A regular meeting of the Pelham Local Development Corporation was convened on August 10, 2022, at 10:00 a.m.

The following resolution was duly offered and seconded, to wit:

Resolution No. \_\_\_\_\_

RESOLUTION OF THE PELHAM LOCAL DEVELOPMENT CORPORATION AUTHORIZING (i) THE ASSIGNMENT OF A CERTAIN LAND DEVELOPMENT AGREEMENT FROM PELHAM HOUSE, LLC TO PELHAM GREEN LLC; AND (ii) THE EXECUTION AND DELIVERY OF ALL RELATED DOCUMENTS.

**WHEREAS**, the Pelham Local Development Corporation (herein, “**PLDC**”) is a duly-established, not-for-profit local development corporation of the State pursuant to Section 1411(h) of the Not-for-Profit Corporation Law (“**N-PCL**”) and a Certificate of Incorporation filed on December 23, 2019 (the “**Certificate**”) established for the charitable and public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

**WHEREAS**, reference is made to that certain Land Development Agreement, dated as of January 7, 2021 (“**LDA**”), entered into by and between PLDC and Pelham House, LLC (“Pelham House”), wherein PLDC and Pelham House set forth their mutual agreements in connection with and in furtherance of a certain Project (as defined within the LDA), which primarily entails (i) PLDC’s phased acquisition and disposition of certain Village-owned parcels, upon which Pelham House has agreed to construct a certain mixed-use development (as more specifically defined within the LDA); and (ii) Pelham House’s conveyance to PLDC of a certain property known as the “Capital One Site”, upon which Pelham House is obligated to construct certain municipal facilities supporting a new fire house, police station and Village hall (the “**Municipal Center**”), and upon the Company’s completion of the Municipal Center as accepted by the Village, PLDC shall transfer same to the Village; and

**WHEREAS**, pursuant to Section 11.1 of the LDA, Pelham House has requested PLDC’s approval for the assignment of the LDA to Pelham Green, LLC (“Pelham Green”), and Pelham Green has agreed to assume all rights and obligations of Pelham House pursuant to the LDA (collectively, the “**Assignment**”), whereby Pelham Green would be recognized as an “Eligible Transferee”, as defined within Section 11.1 of the LDA; and

**WHEREAS**, Pelham Green is wholly owned by the NYC Hudson Multifamily Green Fund LLC, which is primarily owned by the NYC Employees Retirement System, the Teachers’

Retirement System of the City of New York, and a minority ownership stake held by principals and affiliates of the Hudson Companies Incorporated; and

**WHEREAS**, PLDC desires to approve the Assignment, along with the execution and delivery of an Assignment and Assumption Agreement (herein, the “Assignment Agreement”), all subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, BE IT RESOLVED BY THE DIRECTORS OF THE PELHAM LOCAL DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. PLDC hereby authorizes and approves the Assignment, subject to the following conditions: (i) the execution and delivery of an Assignment and Assumption Agreement by Assignor and Assignee, with acknowledgment by PLDC and the substantially the form set before this meeting (the “Assignment Agreement”), (ii) the delivery by Pelham Green, as Assignee of a General Certificate evidencing the equity ownership of the Assignee, along with due authority to enter into the Assignment Agreement and undertaking the Project and (iii) delivery by Pelham Green of all evidence of insurance required pursuant to the LDA.

Section 2. PLDC hereby authorizes the execution and delivery of the Assignment Agreement, and the Chairperson, Vice Chairperson and/or the Chief Executive Officer of PLDC are hereby authorized, on behalf of PLDC, to execute and deliver the Assignment Agreement, along with related documents (collectively, the “*Documents*”), in substantially the form set before this meeting, and as approved by counsel to PLDC and the Chairperson, Vice Chairperson and/or the Chief Executive Officer.

Section 3. The Secretary or Assistant Secretary are hereby authorized, where appropriate, to affix the seal of PLDC to the Documents and to attest the same, all with such changes, variations, omissions and insertions as the Chairperson, Vice Chairperson and/or Chief Executive Officer shall approve, and the execution thereof by the Chairperson, Vice Chairperson and/or Chief Executive Officer to constitute conclusive evidence of such approval.

Section 4. The officers, employees and agents of PLDC are hereby authorized and directed for and in the name and on behalf of PLDC to do all acts and things required and to execute and deliver all such checks, certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by PLDC with all of the terms, covenants and provisions of the documents executed for and on behalf of PLDC.

Section 5. These Resolutions shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<i>Yea</i>	<i>Nea</i>	<i>Absent</i>	<i>Abstain</i>
Hon. Chance Mullen	[ ]	[ ]	[ ]	[ ]
Michael Carpenter	[ ]	[ ]	[ ]	[ ]
Yenna Chan	[ ]	[ ]	[ ]	[ ]
Lisa Hill-Ries	[ ]	[ ]	[ ]	[ ]
Joseph Marty	[ ]	[ ]	[ ]	[ ]

The Resolution was thereupon duly adopted.

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

I, the undersigned Secretary of the Pelham Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Pelham Local Development Corporation (the "Corporation "), including the resolution contained therein, held on August 10, 2022 with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary

[SEAL]



100 WALL STREET  
NEW YORK, NEW YORK 10005  
212.687.0100

**JEFFREY E. STORCH**  
MEMBER  
DIRECT: 212.912.3504  
FAX: 212.687.0659  
JSTORCH@HARRISBEACH.COM

April 11, 2022

Mr. Christopher Scelza  
Chief Executive Officer  
The Pelham Local Development Corporation  
195 Sparks Avenue  
Pelham, New York 10803

Re: Engagement for Legal Services

Dear Chris:

This letter summarizes the proposed terms of our firm's representation (“Harris Beach” or the “Firm”) of The Pelham Local Development Corporation (the “Client”), including the scope of services we will be providing pursuant our continued engagement, and the agreed upon fee and billing arrangements. Please note that our representation will be limited to the Client and does not extend to any separate or differing interests of its elected and appointed officials, trustees, or employees.

### **Scope of Engagement**

Description of the Scope of Services to Be Performed. As requested by the Client, the Firm shall provide the following legal services (the “Services”) to the Client. The scope of services to be provided shall include legal advice, consultation and representation with respect to general corporate and transaction services, which shall include the following aspects and legal issues, and such additional services as may be authorized by you from time to time:

- (1) General Corporate Matters. Our engagement will include general corporate legal services for corporate organization and ongoing governance, financial, human resource, labor and operational matters, including by-law and policy review and adoption, Client programmatic and general contractual matters, PAAA and PARA compliance, procurement and property disposition compliance, and ongoing compliance with SEQRA, FOIL, Open Meetings and other regulatory matters affecting the Client’s ongoing operations.
- (2) Transaction Matters. Our engagement will include transaction counsel legal services with respect to the Client’s construction of a new municipal center and the exchange of land in connection therewith. In addition, the Firm will assist the Client with general economic development and transaction matters, including projects and transactions undertaken by the Client from time to time.

- (3) **Related Matters.** Our engagement will also include other legal services as requested by the Client from time to time, which may include, but not be limited to (i) options and issues under Village Law, Municipal Home Rule Law and the Not-for-Profit Corporation Law, (ii) legal analysis and advice related to Environmental Law, the Local Finance Law and other relevant statutes, (iii) Labor Law matters, as may be required, and (iv) general regulatory matters, including guidance and assistance with regard to licensing and other regulatory matters.

As the Client's needs evolve, and at the discretion of the Client, the foregoing scope of Services may be expanded or modified by the Client, as needed.

**Firm Personnel; Principal Contact.**

Jeff Storch will be responsible for supervision of this engagement, but Client is engaging the Firm as a whole and not any individual attorney. He can be reached at (212) 912-3504. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to this engagement.

**Fee Arrangement.**

Any services provided to Client shall be charged on a per-hour basis at the rate of \$270/hr (excluding any litigation services). Such services include, but are not limited to, preparation and review of corporate documents and resolutions, and discussion and research of legal issues and the preparation of any documentation related thereto.

**Client Responsibilities**

Client agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. Client also agrees to pay in a timely manner our statements for services and expenses as provided above.

**Termination of Engagement**

Either Client or Harris Beach may terminate this engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve the Client of the obligation to pay the legal fees owed to Harris Beach for services performed and other charges owed to us through the date of termination. After the completion of our services on Client's behalf, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages Harris Beach after completion of the Engagement to provide additional advice on issues arising from the Engagement or related matters, Harris Beach has no continuing obligation to advise Client with respect to future legal developments.

### **Conclusion of Representation; Disposition of Client Documents**

Following termination of this engagement, any otherwise nonpublic information URI has supplied to Harris Beach that is retained by Harris Beach will be kept confidential in accordance with applicable rules of professional conduct. At the Client's request, papers and property will be returned promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matters worked on for the Client will be retained by the Firm. These Firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time but reserve the right for various reasons including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

### **Communication with the Client**

Unless the Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with the Client, and the Client shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with the Client. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to Client. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of the Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm with any requests or requirements regarding the Firm's methods of communication that differ from the foregoing.

### **Possible Conflicts**

Harris Beach PLLC represents many agencies, companies and individuals. It is possible that during the time we are representing you or other parties subject to this representation, some of our present or future clients will have disputes or transactions with you or them. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instances where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this engagement until the Client has signed and returned this letter to me.

April 11, 2022  
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We look forward to working with you and appreciate the opportunity to continue to represent you as counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Storch", with a long horizontal flourish extending to the right.

Jeffrey Storch

Agreed and Accepted this \_\_\_\_

day of \_\_\_\_\_

PELHAM LOCAL DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: Chris Scelza  
Title: CFO