

**Steuben Area Economic Development Corporation
7234 Route 54 North
PO Box 393
Bath, NY 14810
January 25, 2024
Board Meeting Notice**

The Steuben Area Economic Development Corporation will hold a Board Meeting preceding the Steuben County Industrial Development Agency's Board Meeting on January 25, 2024 at noon.

[January 25, 2024](#)

Sincerely,
Dean Strobel
Board Chair

Steuben Area Economic Development Corporation
Board Meeting Agenda
January 25, 2024

- | | |
|---|----------|
| I. Call to Order | Strobel |
| II. Secretary's Report
December 7, 2023 Minutes | Davidson |
| III. Treasurer's Report
December 2023 Financials | Russo |
| IV. New Business | |
| a. Audit Presentation – Kristie M. Beach | Johnson |
| b. Committee Appointments | Johnson |
| c. 2024 Bank signatories | Johnson |
| d. Contract with Harris Beach for PARIS reporting | Johnson |
| V. Adjournment | Strobel |

Steuben Area Economic Development Corporation
7234 Route 54N, P.O. Box 393, Bath, NY 14810
Meeting Minutes
December 7, 2023

I. Call to Order – The Regular Meeting of the Steuben Area Economic Development Corporation was called to order at 11:58 am by Vice Chair Van Etten, who confirmed that there was a quorum present.

Present:	Scott Van Etten	Vice Chair
	Dean Strobel	Secretary
	Mike Davidson	Member
	Christine Sharkey	Member
	James Johnson	Executive Director
	Jill Staats	Deputy Director
	Steve Maier	IDA Counsel
	Russ Gaenzle	IDA Counsel

Absent:	Mark Alger	Chairman
	Tony Russo	Treasurer
	Michelle Caulfield	Member

Guests:	Kam Keeley	Three Rivers Development
	Sarah Creath	BCK Partners

II. Secretary's Report – A motion to approve the October 26, 2023 meeting minutes as presented in the board materials was made by Davidson and seconded Sharkey. All voted in favor and the motion passed.

III. Treasurer's Report – A motion to approve the November 2023 financials as presented in the board materials was made by Sharkey and seconded by Van Etten. All voted in favor and the motion passed.

IV. New Business:

a) 2024 Nomination of Officers – Johnson reviewed the Nominating Committee report, which included the 2024 slate of Directors and Officers. As Directors, Van Etten was nominated for another one-year term as the legislative appointee, while Davidson and Sarah Creath were nominated for three-year terms. Creath was nominated to replace Sharkey on the board due to her retirement. Since current Chairman Alger has served his three-year term leading the Board, Strobel has been nominated to be the new Board Chair. Van Etten would continue as Vice Chair and Russo would continue as Treasurer. Davidson was nominated to replace Strobel as Secretary. Sharkey motioned to approve the slate of candidates as presented, and Davidson seconded. All voted in favor and the motion passed. Johnson noted that the Board members must be approved by the legislature at its January meeting.

V. Adjournment – With no further business to discuss, a motion was made by Strobel to adjourn the meeting at 12:02 pm, seconded by Davidson. All voted in favor and the motion passed.

Respectfully submitted,
Dean Strobel
Secretary

Steuben Area Economic Development Corporation

Balance Sheet

As of December 31, 2023

	<u>Dec 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
200 · FIVE STAR checking	130,442.43
201 · Five Star CD - 223481041	99,367.18
Total Checking/Savings	<u>229,809.61</u>
Total Current Assets	<u>229,809.61</u>
TOTAL ASSETS	<u>229,809.61</u>
LIABILITIES & EQUITY	
Equity	
1110 · Retained Earnings	-112,645.17
3000 · Opening Bal Equity	350,430.43
Net Income	-7,975.65
Total Equity	<u>229,809.61</u>
TOTAL LIABILITIES & EQUITY	<u>229,809.61</u>

Steuben Area Economic Development Corporation
Profit & Loss Budget Performance
 December 2023

	Dec 23	Budget	Jan - Dec 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
2140 - Administrative Income	0.00	633.33	0.00	7,600.00	7,600.00
7010 - Interest Income	0.00	16.74	789.34	200.00	200.00
Total Income	0.00	650.07	789.34	7,800.00	7,800.00
Expense					
6035 - Administrative Expense	0.00	0.00	1,500.00	1,500.00	1,500.00
6180 - Insurance	0.00	0.00	401.00	420.00	420.00
6270 - Professional Fees					
6650 - Accounting	0.00	0.00	1,750.00	1,750.00	1,750.00
Total 6270 - Professional Fees	0.00	0.00	1,750.00	1,750.00	1,750.00
6670 - Program Expense	0.00	300.00	3,600.00	3,600.00	3,600.00
6850 - Website	0.00	166.66	250.00	2,000.00	2,000.00
6851 - Technology	0.00	125.00	0.00	1,500.00	1,500.00
6900 - Marketing	1,000.00	333.33	1,263.99	4,000.00	4,000.00
Total Expense	1,000.00	924.99	8,764.99	14,770.00	14,770.00
Net Ordinary Income	-1,000.00	-274.92	-7,975.65	-6,970.00	-6,970.00
Net Income	-1,000.00	-274.92	-7,975.65	-6,970.00	-6,970.00

Steuben Area Economic Development Corporation

2024 Committee Appointments

Governance

Mark Alger, Chair

Michelle Caulfield

Sarah Creath

Finance/Audit

Tony Russo, Chair

Kelly Fitzpatrick

Mike Davidson

Personnel/Nominating

Mark Alger

Dean Strobel

Tony Russo

RESOLUTION

A regular meeting of the Steuben Area Economic Development Corporation was convened on Thursday, January 25, 2024.

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

Resolution No. 01/2024 - _____

RESOLUTION OF THE STEUBEN AREA ECONOMIC DEVELOPMENT CORPORATION (THE "CORPORATION") DESIGNATING AND REMOVING CERTAIN MEMBERS, OFFICERS AND EMPLOYEES OF THE CORPORATION AS AUTHORIZED SIGNATORIES ON CERTAIN CORPORATION ACCOUNTS.

WHEREAS, by Section 1411 of the Not-for-Profit Corporation Law ("N-PCL") of the State of New York (the "State"), as amended (hereinafter collectively called the "Act") and pursuant to its duly filed Certificate of Incorporation (the "Certificate"), the **STEUBEN AREA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter called "Corporation") was established as a not-for-profit local development corporation of the State with the authority and power to own, lease and sell personal and real property for the purposes of, among other things, acquiring, constructing and equipping certain projects exclusively in furtherance of the charitable or 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, the Corporation desires to remove the following person to be an authorized signatory for all Corporation accounts (the "Corporation Accounts"):

1. Stacy Housworth

WHEREAS, the Corporation desires to designate the following persons to be authorized signatories ("Authorized Signatories") for all Corporation Accounts:

1. James C. Johnson, Executive Director
2. Dean Strobel, Chair
3. Mark Alger, Member
4. Anthony Russo, Treasurer

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE STEUBEN AREA ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The Corporation hereby authorizes the removal of Stacy Housworth as an authorized signatory for all Corporation Accounts.

Section 2. The Corporation hereby authorizes the Authorized Signatories to sign on behalf of the Corporation on all Corporation Accounts.

Section 3. The officers, employees and agents of the Corporation are hereby authorized and directed for and in the name and on behalf of the Corporation to do all acts and things required and to execute and deliver all such 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 the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. These Resolutions shall take effect immediately.

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

	<i>Yea</i>	<i>Nay</i>	<i>Abstain</i>	<i>Absent</i>
Mark R. Alger	[]	[]	[]	[]
Kelly Fitzpatrick	[]	[]	[]	[]
Anthony Russo	[]	[]	[]	[]
Dean Strobel	[]	[]	[]	[]
Mike Davidson	[]	[]	[]	[]
Sarah Creath	[]	[]	[]	[]
Michelle Caulfield	[]	[]	[]	[]

The Resolutions were thereupon duly adopted.

SECRETARY'S CERTIFICATION

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss.:

I, the undersigned, Secretary of the Steuben Area Economic Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Steuben Area Economic Development Corporation (the "Corporation"), including the resolution contained therein, held on January 25, 2024, with the original thereof on file in the office of the Corporation, 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 _____, 2024.

Secretary

HARRIS BEACH PLLC
ATTORNEYS AT LAW

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585.419.8800

RUSSELL E. GAENZLE
MEMBER
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January 23, 2024

James C. Johnson, Executive Director
Steuben County Industrial Development Agency
Steuben Area Economic Development Corporation
7234 Route 54 North
P O Box 393
Bath, NY 14810-0393

RE: Steuben County Industrial Development Agency and Steuben Area Economic
Development Corporation - PARIS Reporting

Dear Mr. Johnson:

This letter summarizes the proposed terms of Harris Beach PLLC's (the "Firm") representation of the Steuben County Industrial Development Agency and the Steuben Area Economic Development Corporation (collectively "Client"), including the scope of services the Firm will provide Client pursuant to this engagement and the agreed-upon fee and billing arrangements. Unless otherwise set forth herein, the Firm's representation will be limited to Client only, and does not extend to any separate or differing interests of Client's officers, directors, owners, subsidiaries, affiliates, agents, employees, or family members, or to any other potentially-interested or related parties (individually "Affiliate", and collectively, "Affiliates").

Scope of Engagement. The Firm agrees to provide legal counsel to Client with regard to the following (the "Matter"): The Firm will provide representation and counsel to Client with respect to operations, governance and, statutory and regulatory compliance. Specifically, the Firm will provide Public Authority Accountability Act reporting services and at the direction of the Client, assist in statutory and regulatory compliance implementation, adherence, reviews and audits. The Firm will represent Client to the best of its ability, but does not guarantee any particular result.

If Client desires legal counsel on an issue outside the scope of the Matter, the Firm may agree to provide such counsel, but only after executing a separate agreement with Client (which may be communicated by e-mail). Unless expressly included in the foregoing description of the Matter, the Matter does not include any appeals that may arise from the Matter. Please also note that the Firm does not engage in lobbying activities on behalf of any client.

Client agrees that the Firm may disclose the fact of its representation of Client, including in materials that the Firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact. Russell E. Gaenzle, Esq. will be responsible for the supervision of the Matter and Julie A. Marshall will be your primary contact, but Client is engaging the Firm as a whole and not any individual attorney or professional. Mr. Gaenzle can be reached at (585) 419-8718 and Ms. Marshall at (585) 419-8653. 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 the Matter, and from time-to-time may also utilize the services of contract lawyers or third-party consultants.

Fee Arrangement. The Firm's fee is based on the time spent by the attorneys, legal assistants and non-attorney professionals who work on the Matter. Currently, our hourly rates generally range from \$390-\$510 for members and senior counsel, \$210-\$360 for associates and other attorneys, and \$100-\$225 for paralegals and professionals. These rates are subject to change annually. Additionally, for some work or attorneys, the rate may be higher if highly-specialized matters are involved. Mr. Gaenzle's current hourly rate is \$685.00. Ms. Marshall's current non-attorney professional hourly rate is \$230.00. Client is responsible for payment of all legal fees, expenses, and disbursements, regardless of the ultimate outcome of the Matter.

We will, at Client's request, provide fee estimates. However, such estimates are provided only for Client's information; they are not guarantees and are not binding on the Firm. Actual costs might be higher or lower than the estimated amount depending on a host of factors, including, for example, number and types of motions filed; whether proceedings such as trials, hearings, or closings are delayed or postponed; scope and extent of discovery; and the amount of assistance Client is able to provide the Firm in areas such as collection of information, documents, and electronically stored information, the location of witnesses, etc. In the event a dispute arises between Client and the Firm regarding fees, Client may have the right to arbitrate that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

Other Charges. In addition to the Firm's fees for rendering professional services, Client shall be responsible for, and Firm invoices will include, separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, preparing responses to Client's auditors, and other expenses and services incurred incidentally to the performance of the Firm's legal services. Client shall also be responsible for payment of any expenses and disbursements incurred by the Firm on Client's behalf (i.e., transcription fees, filing fees, expert witness fees, etc.), which will be billed to Client with the Firm's invoice. Based on the nature of the expense, the Firm may also request that Client pay or advance the fee directly to the person/entity requesting/charging the same. The Firm shall promptly notify Client of any significant expense that is incurred in connection with the Matter.

Should Client ever issue a litigation hold to the Firm for a matter unrelated to the Firm (e.g., due to a subpoena or litigation/threatened litigation in which the Firm is not a party or potential party), Client shall reimburse the Firm for its reasonable costs expended in complying with such litigation hold.

Billing Cycle and Retainer. The Firm generally requires its clients to deposit a retainer for legal services against which the Firm bills and collects fees and disbursements. The Firm has waived the requirement for an initial retainer with respect to this Matter, but reserves the right to require one if deemed appropriate in the future. Fees for legal services and other charges will be billed monthly and are payable within 30 days, of Client's receipt of the Firm's invoice, which will be sent to Client at the address set forth above unless Client requests it be sent to a different address.

Should Client's account remain unpaid after 30 days, a late-payment fee of 0.75% per month, or 9.00% per annum, will be added to the amount due. If Client's account becomes delinquent by more than 90 days, the Firm will contact Client about making arrangements to bring the account current. It is our hope that, by addressing payment issues promptly, we can avoid any misunderstanding. However, as a condition to the Firm's continued representation of Client, Client must remain current in Client's payments to the Firm for services and expenses. Should a delinquency continue and satisfactory payment terms not be arranged, Client agrees that the Firm may withdraw from its representation of Client and pursue collection of the amount owed. In such an event, Client shall be responsible for the cost of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees incurred by the Firm for the collection.

If Client ever overpays an invoice, Client agrees that the Firm may apply such overpayment to any outstanding fees and expenses or to Client's next bill, with notice to Client as to how the Firm applied the overpayment. If there are no outstanding fees or expenses and no work in progress, the Firm shall refund the overpayment to Client.

If Client has any questions relating to the Firm's services or the charges, we will be pleased to discuss them with Client at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, Client agrees to notify us in writing or email within 30 days of receiving our billing statement if Client disputes any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of Client's receipt of a billing statement, Client will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Termination of Engagement. Either party may terminate the engagement described herein at any time for any reason by providing the other party written notice, subject, on the Firm's part, to the rules of professional conduct. No such termination, however, will relieve Client of the obligation to pay the legal fees owed to the Firm for services performed and other charges owed to the Firm through the date of termination. After the Firm's completion of legal services to Client, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client engages the Firm after completion of the Matter to provide

additional advice on issues relating specifically to the Matter, the Firm has no continuing obligation to advise Client with respect to future legal developments, whether relating to the Matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, the Firm's representation of Client with respect to the Matter will conclude when the Firm sends Client the last invoice for services rendered in the Matter. Following such conclusion, any otherwise nonpublic information Client has supplied to the Firm that is retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, the Firm will return Client's papers and property promptly after receipt of payment for any outstanding fees and costs. If Client does not make such a request within 90 days following the conclusion of the engagement set forth herein, Client agrees and understands that any materials left with the Firm after the engagement ends may be retained or destroyed at the Firm's discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Firm reserves the right to make, at its expense, copies of all documents generated or received by the Firm in the course of its representation. The Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Firm will retain all remaining documents for a certain period of time, but reserves 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 conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Client Cooperation. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available to Client relevant to the Firm's representation of Client, as well as any updates or changes to Client's contact information. Such cooperation is essential, as the Firm will, of necessity, be relying on the completeness and accuracy of the information Client provides to the Firm when performing services on Client's behalf. Should Client not fully cooperate with the Firm, both the efficiency and economy of the Firm's representation of Client may suffer.

Communication with Client. Unless Client directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with Client, and 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 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 Client's confidential information occurring from the use of such communication technologies. Client agrees to notify the Firm if Client has any

requests or requirements regarding the Firm's methods of communication with Client that differ from the foregoing.

Possible Conflicts. Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only Client that the Firm represents, and not any of its Affiliates. Client agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with Client, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from Client or Client's Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and Client. Client agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that Client will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep Client informed of material developments in the Firm's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Choice of Law and Venue. Both the terms of this engagement letter and the attorney-client relationship it creates between Client and Harris Beach shall be governed by the laws of the State of New York (including the New York Rules of Professional Conduct), without giving effect to the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, "claim") shall be brought in a New York State court situated in Monroe County, New York, or in the United States District Court for the Western District of New York, and no other. Client hereby consents to personal jurisdiction and venue in those courts for the purpose of any claim and waives Client's rights to bring any claim in any other court or jurisdiction. However, this Paragraph shall not interfere with Client's right to pursue fee arbitration as permitted by Part 137 of the Rules of the Chief Administrator of the Courts.

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 engagement letter. Consistent with its policy, the Firm reserves the right to delay commencement of work on this Matter until Client has signed and returned this engagement letter to us. However, any services rendered by the Firm in connection with the Matter prior to Client signing below shall be governed by the terms of this letter.

Steuben County Industrial Development Agency
Steuben Area Economic Development Corporation
January 23, 2024
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HARRIS BEACH PLLC
ATTORNEYS AT LAW

We appreciate the opportunity to represent, and look forward to working with the Steuben County Industrial Development Agency and the Steuben Area Economic Development Corporation in this matter.

Very truly yours,

HARRIS BEACH PLLC

A handwritten signature in black ink that reads "Russell E. Gaenzle". The signature is written in a cursive style with a large, looping 'G'.

Russell E. Gaenzle

REG:jm