

Victoria Storrs
Chair

David Kidera
Vice Chair
Assistant Secretary

Richard Kotlow
Secretary
Treasurer

Edward W. De Barbieri
Member

Victor Franco
Member

Georgette Steffens
Member



**Town of Bethlehem
Industrial Development Agency**

445 Delaware Avenue
Delmar, NY 12054
(518) 439-4955

info@bethlehemida.com

www.bethlehemida.com

Catherine M. Hedgeman, Esq.
Executive Director
Agency Counsel
(518) 752-3111

Allen F. Maikels
Chief Financial Officer
Contracting Officer
(518) 487-4679

John W. Taylor
Senior Economic Developer
(518) 439-4955 x1189

Regular Meeting - Agenda

Wednesday, April 26, 2023 | 8:00am | Bethlehem Town Hall Room 101A

Livestream:

<https://us02web.zoom.us/j/87070002938?pwd=MjdWQ1pmaHFvTVVLY3hldDFoWFliQT09>

- I. Call to Order/Roll Call/ Quorum Determination
- II. Minutes Approval - *Action*
 1. Approve the Minutes from March 22, 2023 Regular Meeting
- III. Old Business - *Information*
 1. Report of the Senior Economic Developer (John Taylor)
- IV. Committee Reports - *Information*
 2. Finance Committee Report from April 20, 2023 Meeting
- V. New Business
 1. Approval of Retainer Agreement with Hedgeman Law Firm with regard to Litigation
 2. Presentation of Financial Statements (Al Maikels) - *Information*
 3. Update on BellesBoard (Catherine Hedgeman) – *Information*
 4. Update from Senior Economic Developer - John Taylor
 5. Application Revision - *Discussion*
 - a. What should we know about the proposed project itself?
 - b. What should we learn about its effects on Bethlehem and the region?
 - c. How do we confirm that our assistance is necessary?

- VI. Adjournment – *Action*

Next scheduled meetings: Governance Committee, May 19, 2023; Regular Meeting May 24, 2023

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Regular Meeting- Minutes

Wednesday, March 22, 2023 | 8:00 a.m. | Bethlehem Town Hall Room 101A

Livestream:

<http://us02web.zoom.us/j/82449692715?pwd=ZnJmai9VdIY5MTBKVnUrK2ZLUGxFAQT09>

I. Call to Order/Roll Call/ Quorum Determination

The annual meeting of the Town of Bethlehem Industrial Development Agency was held on the above date at the Town Hall, 445 Delaware Avenue, Delmar, New York. The meeting was called to order at 8:00 a.m. The roll was called, and members present were:

Victoria Storrs, Chair

D. Kidera

V. Franco

G. Steffens

R. Kotlow

V. Franco

E. De Barbieri

Also present:

David VanLuven, Town Supervisor

Catherine M. Hedgeman, Esq. Executive Director and Agency Counsel

John Taylor, Senior Economic Developer

II. Minutes Approval

a. Approval of the Minutes from February 22, 2023 Regular Meeting

The minutes of the February 22, 2023, meeting was approved on a motion by Mr. Kotlow, seconded by Mr. De Barbieri, with all members present in favor.

III. Old Business

a. Report of the Senior Economic Developer (John Taylor)

Mr. Taylor mentioned that he, Ms. Storrs, and Ms. Hedgeman attended an economic development conference and discussed the importance of having “shovel ready” sites readily available. Mr. Taylor also noted that he will be attending an Offshore Wind Conference in Baltimore, which focuses on the supply chain of the Off Shore Wind industry.

Mr. Taylor stated that a 122,000 sq. ft. warehouse is under review.

Bethlehem did not receive funds from the New York Forward grant; the funds were granted to more rural communities.

b. Use of Earmarked IDA Economic Development Funds

Mr. Taylor mentioned that he discussed use of IDA economic Development funds with Ms. Hedgeman and Ms. Storrs and it may be best to put these funds towards a full site inventory. Mr. Taylor stated that he has been in touch with Albany County with regard to earmarked funds. Mr. Taylor is working on a draft of an RFQ for the Board’s review and approval.

IV. Governance Committee Report from March 8, 2023 Meeting

Mr. Kidera provided the report. The committee sought to revise the mission statement of the IDA. The project application document is a larger item still needing revisions with hopes of making it a bit more “user friendly”. The committee also discussed a scoring criteria which can help to assess applications. Background checks may be a necessary aspect of reviewing applications as well.

V. New Business

a. Presentation of Financial Statements

Mr. Maikels presented the financial statements for the month of February, 2023. Mr. Maikels noted that he will send board members a spreadsheet which shows PSHE and revenue from completed projects.

b. Update on BellesBoard

Ms. Hedgeman stated that she is working on a few final items necessary for board members to be able to utilize BellesBoard. Ms. Hedgeman stated that board members should be receiving login information prior to the next board meeting.

c. Review and Approval of the Mission Statement and Performance Measures

Mr. Kidera mentioned that the governance committee would like to add language from the Town’s comprehensive plan to the current mission statement. Mr. Kidera stated that he would like to change the language in regard to performance measures; he stated that language should be more futuristic, i.e., “we will....” Or “we hope to....”.

Ms. Hedgeman questioned whether board members would prefer to keep objectives broad or narrow down activities and projects.

Mr. Kotlow made a motion to approve the Mission Statement and Performance Measures as amended, seconded by Mr. Kidera, with all members present in favor.

d. Review and Approval of the Assessment of Internal Controls

Mr. Kidera led this discussion and mentioned that it is not necessary to make any major changes to the Internal Controls document.

Mr. De Barbieri made a motion to approve the assessment of internal controls, seconded by Mr. Kotlow, with all members present in favor.

e. Review and Approval of Operations and Accomplishments

Ms. Storrs stated that the document reflects increased revenue and expenses.

Mr. Kidera pointed out a few minor changes that should be made to the document. Ms. Steffens made a motion to approve operations and accomplishments, seconded by Mr. Kidera, with all members present in favor.

f. Review and Approval of 2022 PARIS Report

Ms. Storrs addressed Mr. Maikels and Ms. Hedgeman with a few questions regarding the PARIS Report. Mr. Taylor mentioned that URLs should be updated.

Ms. Storrs restated the importance of attending ABO training.

Ms. Steffens made a motion to approve the 2022 PARIS Report, seconded by Mr. De Barbieri, with all members present in favor.

g. Review and Approval of Public Comment Policy

Mr. Kidera questioned whether each meeting will include a public comment section. Mr. Kidera also suggested that the language regarding the board's response to questions and comments be edited so as not to appear harsh. Ms. Storrs mentioned that it is not always appropriate to allow for public comment on all matters. Ms. Hedgeman reiterated that allowing public comment is not legally required. However, public hearings are required. Ms. Storrs mentioned the possibility of waiving the 72 hour pre-registration if there is a particularly relevant perspective that should be heard. Ms. Hedgeman stated that the 24 hour policy does not apply to applicants. Ms. Steffens suggested adding language regarding the fact that public comment should be more properly taken during public hearings.

Mr. Kotlow made a motion to approve the public comment policy as amended, seconded by Mr. Kidera, with all members present in favor.

VI. Continuing Education and Training

a. Proper Use of Executive Session

Ms. Hedgeman led this discussion regarding when and how to initiate an executive session per Committee on Open Government requirements.

VII. Executive Session

Mr. Kotlow made a motion to adjourn to Executive Session to discuss pending litigation against the IDA, seconded by Mr. Kidera, with all members present in favor. No action was taken.

VIII. Adjournment

Mr. Kotlow made a motion to adjourn the meeting, seconded by Mr. Franco, with all members present in favor.

IX. Upcoming Meetings

- a. Finance Committee- April 20, 2023 at 8:30 a.m.**
- b. Regular Monthly Meeting- April 26, 2023 at 8:00 a.m.**
- c. Governance Committee Meeting- May 19, 2023 at 8:00 a.m.**

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF NET ASSETS
March 31, 2023

ASSETS	March 31,2023
Current Assets	
Checking/Savings	
200.04 Cash-M&T Bank Agency Account	575,185.26
200.06 Cash-M&T CD	756,140.97
Total Checking/Savings	1,331,326.23
Other Current Assets	
380 Fee Receivable	78,561.10
480 Prepaid Expense	2,512.52
Total Other Current Assets	81,073.62
Total Current Assets	1,412,399.85
TOTAL ASSETS	1,412,399.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
601 Accrued Expenses	15,132.16
Total Current Liabilites	15,132.16
Total Liabilities	15,132.16
Equity	
924 Net Assets	
924.3 Net Assets-Unassigned	1,397,267.69
Total 924 Net Assets	1,397,267.69
Total Equity	1,397,267.69
TOTAL LIABILITIES & EQUITY	1,412,399.85

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
STATEMENT OF REVENUE AND EXPENSES
March 31, 2023

ORDINARY INCOME/EXPENSE

Income

2116 FEE INCOME 136,958.35

2116.1 PSEG ENERGY REIMB 38,166.98

Total Income 175,125.33

Expenses

6460.4 Contractual Expenses 33,561.62

6460.5 Business & Economic Development 0.00

Total Expenses 33,561.62

NET ORDINARY INCOME 141,563.71

Other Income/Expense

Other Income

2401 Interest Income 5,335.71

Total Other Income 5,335.71

NET INCOME 146,899.42

BETHLEHEM INDUSTRIAL DEVELOPMENT AGENCY
BUDGET VS ACTUAL
3/312023

Ordinary Income/Expense Income	Mar-23	YTD Budget	Variance	Annual Budget
2116 Fee Income	136,958.35	140,850.92	-3,892.57	160,351.00
2106.1 PSEG Energy Reimb	38,166.98	20,000.00	18,166.98	80,000.00
Total Income	175,125.33	160,850.92	14,274.41	240,351.00
Expenses				
6460.4 Contractual Expenses	33,561.62	40,025.00	-6,463.38	160,100.00
6460.5 Business and Economic Dev	0.00	25,000.00	-25,000.00	100,000.00
Total Expenses	33,561.62	65,025.00	-31,463.38	260,100.00
Net Ordinary Income	141,563.71	95,825.92	45,737.79	-19,749.00
Other Income/Expense				
2401 Interest Income	5,335.71	300.00	5,035.71	1,200.00
Total Other Income	5,335.71	300.00	5,035.71	1,200.00
Net Income	146,899.42	96,125.92	50,773.50	-18,549.00



HEDGEMAN LAW FIRM

PO Box 177, Slingerlands, New York 12159 | 518-573-3108
www.HedgemanLaw.com | cmh@hedgemanlaw.com

April 20, 2023

Bethlehem IDA
445 Delaware Avenue
Delmar, NY 12054

Re: Engagement Arrangement Between the Hedgeman Law Firm and the Bethlehem Industrial Development Agency

Dear Chair:

This retainer agreement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

SCOPE OF REPRESENTATION

To represent the **Bethlehem Industrial Development Agency** (hereinafter the Client) as Litigation Counsel with regard to **Lorraine Thompson et. al v. Albany Port District Commission et. Al**
Index No. : 902286-23.

The representation you have sought from the Hedgeman Law Firm may be time-consuming. As with any estimate, the steps and time parameters may alter with time as events unfold of which we are presently unaware or which are not within our control.

NO GUARANTEE OF RESULT

In providing legal advice to the Client, the Hedgeman Law Firm may from time-to-time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Representation.

FUTURE CONFLICTS OF INTEREST

Our firm has few lawyers. We are undertaking this Representation on condition that the Client, in each such instance, reasonably grant written consent that we may represent other Client,

including your adversaries, in the future in matters in which we do not represent the Client if the interests of the other Client are not materially adverse to the Client.

CONTACT AT THE FIRM

Your primary contacts at the Hedgeman Law Firm will be, Catherine M. Hedgeman. Other attorneys and paralegals may also perform work in connection with your representation our associates. Hedgeman Law Firm reserves the right to appropriately staff the representation.

COMMUNICATION WITH THE FIRM

We will endeavor to keep you fully advised with respect to the significant events occurring during the course of the representation. Should you have any questions or concerns at all, please communicate them to the attorneys working on your matter.

Hedgeman Law Firm communicates with its Client by telephone, mail, fax, e-mail and personal contact. You should be aware that communication by e-mail is not a secure means of communication and it is possible that others may have access to our communication by this method. If you have confidentiality concerns about communication by e-mail and prefer to not utilize this method of communication, please let us know and we will respect your wishes.

We will send you documents, correspondence and other information throughout the representation. These copies will be your file copies. We will also keep the information in a file in our office which will be our file. Please bring your copy of the file to any necessary meetings so that we both have all of the necessary information in front of us.

FILE RETENTION AND DESTRUCTION

At the conclusion of the representation, should you desire a copy of those portions of the file that are considered the Client', please let us know and we will have a copy made for you at your expense. Otherwise, the Hedgeman Law Firm retains the files for a period of seven years running from the conclusion of the representation, at which time the files are destroyed unless you notify us to the contrary in writing.

CLIENT'S RIGHT AND RESPONSIBILITIES

The Appellate Divisions of the State of New York have enacted a Statement of Client' Rights, a copy of which is attached hereto. Also attached is a copy of the Statement of Client' Responsibilities which was promulgated at the same time. If you have any questions about the content of either of these documents, please let us know.

FEES, EXPENSES AND BILLING PRACTICE

In consideration of our services, our fees are based on the amount of time we spend on this Representation. We shall bill you at the closing of the loan at our current billable rates on all future work which are set based upon seniority and expertise and will not be increased during the Representation. The billing rates are fixed as follows:

- Catherine M. Hedgeman Billable hours: \$350.00 per hour
- Legal Assistant Billable hours: \$95.00 per hour (admin support)
- Paralegal Assistant Billable hours: \$150.00 per hour

ANCILLARY COSTS

We pass along out-of-pocket costs and charges that we incur on our Client' behalf. These typically include messenger charges, deposition videography and transit charges, all of which shall be passed through at our actual cost and without any overhead or markup. Other charges are based on our actual cost, including document reproduction (\$0.15/page for black and white, \$0.30 for color), black and white scanning (\$0.30/page), black and white blowbacks (\$0.15), OCR (\$0.03), key term data filtering (\$200.00/GB), media creation and duplication (\$15.00-\$400.00); however, in no event shall electronic costs exceed the rates paid by the Client to third parties for similar services. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, at our actual cost), travel costs from office, meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, long-distance telephone, fax, transcripts, postage, overnight delivery, messengers, reasonable and actual fees for experts and other consultants retained on Client' behalf, and similar charges. These charges will be at cost.

ESTIMATES

Client understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. At your request during the course of our Representation we will provide the Client with estimates of costs and fees or projected budgets for our work going forward. When we do provide them, we will make a good faith effort to estimate what the future cost will be, which may be reasonably relied upon by the Client. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversaries, rulings by the court, or other developments in the litigation. The fees and costs which the Client will be liable for will be based on our time charges as set forth in this agreement.

ARBITRATION

In the event that a dispute arises between us relating to our legal fees, the parties agree that the dispute shall be presented before an Arbitrator.

Initial Here:

TERMINATION OF THE RELATIONSHIP

Our representation of you will continue through the conclusion of this matter or until otherwise agreed in writing. Client may terminate this representation at any time, with or without cause. Subject, of course, to the requirements of the Code of Professional Responsibility and the rules of the tribunal in question, the firm also reserves the right to withdraw from this representation if, among other things, fees earned under this agreement are not remitted in a timely fashion as advance payment for the services to be rendered by the firm, if Client fails to cooperate or follow firm's advice on a material matter, or any fact or circumstance arises that, in firm's view, renders our continuing representation unlawful or unethical. Any termination of our representation of Client would be subject to such approval as may be required from any court in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

DATE OF COMMENCEMENT AND TERMINATION OF THE REPRESENTATION

The effective date of our Agreement to provide services is the date you execute this Agreement.

The Hedgeman Law Firm's representation of Client will be considered terminated at the earlier of (i) Client's termination of the representation, (ii) The Hedgeman Law Firm withdrawal from the representation, or (iii) the completion of firm's substantive work for Client.

OTHER LITIGATION OR PROCEEDINGS

If, as a result of this Representation, and even if the Representation has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving the Client or related persons or entities, the Client shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of Client in this matter, the Client agrees to indemnify us for any attorney's fees and expenses (including our own professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim arising from or related to alleged negligence or wrongdoing by the Hedgeman Law Firm.

BINDING AGREEMENT

By signing below, Client agrees that she has had enough time to review this agreement, that we have advised you that you have the right to consult your own lawyer about the provisions relating to any aspects of this agreement as to which Client may wish to avail himself of such advice, that Client has done so and that Client is satisfied that he understands this agreement. Client also agrees that he has freely determined, without any duress, to sign and agree to these terms.

SEVERABILITY

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction of the State of New York, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

On behalf of the firm, we are pleased to represent you in this matter. If you have any questions, please feel free to contact the undersigned.

Very truly yours,

A handwritten signature in cursive script, reading "Catherine M. Hedgeman".

Catherine M. Hedgeman

ACKNOWLEDGED AND AGREED:

Victoria Storrs

By: _____

Chair, Bethlehem Industrial Development Agency