



ECONOMIC DEVELOPMENT & PLANNING | INDUSTRIAL DEVELOPMENT AGENCY | LOCAL DEVELOPMENT CORPORATION

**Tioga County Industrial Development Agency
July 2, 2025 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Regular Meeting**

Call to Order and Introductions: 4

Attendance: IDA Board Members

1. Roll Call: J. Ward, B. Evanek, M. Sauerbrey, T. Monell, E. Knolles, K. Gillette
2. Excused:
3. Guests: J. Meagher, C. Yelverton, B. Woodburn, M. Schnabl

Privilege of the Floor:

Approval of Minutes:

- A. June 4, 2025, regular meeting.

Financials: May/June

- A. Balance Sheet
- B. Profit & Loss
- C. Transaction Detail

New Business:

- A. Façade Loan Application Changes- The Façade Loan application was reviewed, and it is recommended that the application terms be modified. The recommended modifications were presented to the loan committee to review.
- B. TSB ICS account
- C. Façade Loan checking account
- D. Authorized signors for Community Bank paperwork
- E. STN Easement compensation
- F. Economic Development Council Training

Old Business:

- A. Owego Gardens Sewer Subsidy
- B. Tractor Supply- Fee for required easement with the IDA- J. Meagher has sent Dynamic Engineering the deed.
- C. FAST NY Grant application- Application is still in process.



Committee Reports:

- A. Public Authority Accountability Act (PAAA)
 - 1. Audit Committee Report: E. Knolles (Chair), J. Ward, B. Evanek
 - 2. Governance Committee: J. Ward (Chair), M. Townsend, E. Knolles
 - a. Waiting for Barb Case's resume for board member position.
 - 3. Finance Committee: J. Ward (Chair), M. Townsend, K. Gillette
 - 4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles, B. Evanek, J. Lavo. The loan committee met to review the façade loan application.
 - 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
 - 6. Public Relations Committee: B. Woodburn, M. Sauerbrey, T. Monell

PILOT Updates:

- A. Sales Tax Exemptions Update:
 - 1. Best Bev LLC - \$2,628,331.53 (December)/Authorized \$5,200,000
 - a. Waiting on updated Sales Tax Tracking Sheet
 - 2. Arteast Café LLC - \$18,750 (May)/ Authorized \$24,000
 - 3. Navo Properties LLC - \$2,522.65 (May)/ Authorized \$2,728
- B. Suneast Solar Pilot- Construction is planned to begin in September. J. Meagher is working on closeout which is estimated to be completed in August.
- C. Kinder Morgan (CNYOG) request to extend PILOT – Will expire on 2/28/2026. The board agreed to let the PILOT expire.

Project Updates:

Grant Updates:

- A. USDA RBDG and ARC Grant – Engineering Design Lounsberry Industrial Hub
 - a. 90% of project has been completed.
 - b. Quarterly report has been completed for quarter ending in 3/31/2025.
- D. Water Quality Improvement Plan- Blodgett Road; S&W 2025 start
- E. USDA IRP Loan Application –
 - a. The IDA was awarded \$299,000 in IRP Funds.
- F. USDA Equipment Lease Grant Application- Guidelines, lease agreement and application are drafted. Quarterly report has been completed for quarter ending in 3/31/25. Waiting on applicants. Informational video about the program is in process. The grant funds expire in September and an extension from the state will need to be requested.

Motion to move into Executive Session pursuant to Public Officers Law Section 105 –

**Next Meeting: Wednesday August 6, 2025, in the Legislative Conference room.
Motion to Adjourn the meeting**



ECONOMIC DEVELOPMENT & PLANNING | INDUSTRIAL DEVELOPMENT AGENCY | LOCAL DEVELOPMENT CORPORATION

**Tioga County Industrial Development Agency
June 4, 2025 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Regular Meeting Minutes**

Call to Order and Introductions: 4:34 pm

Attendance: IDA Board Members

1. Roll Call: J. Ward, B. Evanek, M. Sauerbrey, T. Monell
2. Excused: E. Knolles, K. Gillette, Joe Meagher,
3. Guests: C. Yelverton, B. Woodburn, Matt Freese, Luke Grasmeyer, Tim Steed (virtually), Megan Schnabl (virtually)

Privilege of the Floor:

- A.** Luke Grasmeyer- Hunt Engineering. Luke presented key highlights from the Preliminary Engineering Report for the Lounsberry Industrial Area Expansion. The report is complete except for the Geotechnical report. The intent of the report is to be prepared to make the sites shovel ready for immediate development. Environmental investigation of the properties was completed including the investigation of natural gas, telecommunications, water, sewer, storm water, the bridge on the Smith Creek Property, and Geotech. Existing conditions, potential proposed developments, and cost estimates were researched. There are previously delineated wetlands on the Smith Creek property. There is 3-phase electric sourced in two different directions. Natural gas is available on Stanton Hill and Berry Rd. Regarding telecommunications, Southern Tier Network (STN) can offer dark fiber to the sites. There is water on Buck Rd. Berry Rd. does not have a water main on site. To access Smith Creek, water would have to come from Crown Cork and Seal's property. For sewer development both sites would need a pump system. The design and the cost of Smith Creek Bridge was provided in the report. The Geotech will be completed once the harvesting season is complete and will show storm infiltration rates. Both properties can be developed, especially Buck Rd, from a utility standpoint.

Approval of Minutes:

- A. May 7, 2025, regular meeting.

Motion to approve May 7, 2025, regular meeting minutes as written. (T. Monell, M. Sauerbrey)

**Aye- 4
Nay-0**

**Abstain-0
Carried**



Financials: Financials were provided as written. Financial accounts were transferred from Quickbooks Desktop to Quickbooks online today and require more time to update and review financials. J. Ward suggested to have an email vote to approve the financial reports after the board has had more time to review.

- A. Balance Sheet
- B. Profit & Loss
- C. Transaction Detail

New Business:

- A. Tractor Supply- Fee for required easement with the IDA- J. Meagher has sent B. Woodburn the deed.
- B. IRP Loan Agreements- The IDA was awarded \$299,000 in grant funding to provide IRP loans. The IDA is required to contribute a 10% match of \$29,000.
- C. Façade Loan Application Changes- The Façade Loan application was reviewed, and it is recommended that the application terms be modified. The recommended modifications will be presented to the loan committee to review before next board meeting. Currently, the loan is for façade rehabilitation of commercial properties, and it is a reimbursement program. It is recommended to make the program a loan program with a draw schedule and increase the fund allowance.
- D. Façade Loan Account with Community Bank- Waiting on paperwork from the bank to update authorized signors. The façade loan is with Community Bank and automatic payments for the façade loans have a \$45 a month fee. It was proposed that the account be moved to TSB due to their minimal direct deposit fees. J. Ward will abstain from voting on the topic and the topic will be discussed again at the next board meeting.
- E. Railroad Easement for STN- J. Meagher has provided the resolution.

Motion to approve and sign the resolution for the Southern Tier Network Railroad easement, as written (T. Monell, B. Evanek).

Aye- 4	Abstain-0
Nay-0	Carried

- F. ARC- RAISE-ST (Results-driven Automation and Innovation Solutions for Enterprises in the Southern Tier). Susan, Director of AMT requested a letter of support and a \$20,000 matching funds commitment in low-interest loans to support technology investments for manufacturers over two years from the IDA. If the money is not used for a loan during the course of the grant, the money will remain in the IDA's possession. Once the grant is closed out the IDA can use the money for its original purpose.



Motion to provide a letter of support for the ARC RAISE-ST Grant program (M. Sauerbrey, T. Monell).

Aye- 4 Abstain-0
Nay-0 Carried

Old Business:

- A. Owego Gardens Sewer Subsidy- There has been significant change in the cost of Owego Gardens property insurance and without the sewer subsidy it does not meet their debt service cash flow. The original PILOT agreement has the sewer subsidy to extend the life of the PILOT. It is planned to have another meeting with Owego Gardens regarding the matter.

Committee Reports:

- A. Public Authority Accountability Act (PAAA)
 - 1. Audit Committee Report: E. Knolles (Chair), J. Ward, B. Evanek
 - 2. Governance Committee: J. Ward (Chair), M. Townsend, E. Knolles
 - 3. Finance Committee: J. Ward (Chair), M. Townsend, K. Gillette
 - 4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles, B. Evanek, J. Lavo. The loan committee met regarding the CDBG Microenterprise Grant and selected grant awardees for the county.
 - 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
 - 6. Public Relations Committee: B. Woodburn, M. Sauerbrey, T. Monell

PILOT Updates:

- A. Sales Tax Exemptions Update:
 - 1. Best Bev LLC - \$2,628,331.53 (December)/Authorized \$5,200,000
 - a. Waiting on updated Sales Tax Tracking Sheet
 - 2. Arteast Café LLC - \$18,750 (May)/ Authorized \$24,000
 - 3. Navo Properties LLC - \$2,522.65 (May)/ Authorized \$2,728
- B. Suneast Solar Pilot- There are several closings or items that have to take place first before the Pilot can be closed out. Suneast is requesting their ST-60 due to the increase in prices from the tariffs.
- C. Kinder Morgan (CNYOG) request to extend PILOT – Will expire on 2/28/2026. Kindermorgan would like to extend the PILOT another 10 years and is under the impression that there are benefits from the PILOT agreement regarding their property assessment value. There are no benefits of renewing the PILOT. The board agreed to let the PILOT expire.

Project Updates:

Grant Updates:



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- A. USDA RBDG and ARC Grant – Engineering Design Lounsberry Industrial Hub
 - a. 90% of project has been completed.
 - b. Quarterly report has been completed for quarter ending in 3/31/2025.
- B. ESD Grant Application – Municipal Water Extension to Raymond Hadley
 - a. Reimbursement has been received. Grant has been closed out.
- D. Water Quality Improvement Plan- Blodgett Road; S&W 2025 start
- E. USDA IRP Loan Application –
 - a. The IDA was awarded \$299,000 in IRP Funds.
- F. USDA Equipment Lease Grant Application- Guidelines, lease agreement and application are drafted. Quarterly report has been completed for quarter ending in 3/31/25. Waiting on applicants. Informational video about the program is in process. The grant funds expire in September and an extension from the state will need to be requested.

Motion to move into Executive Session pursuant to Public Officers Law Section 105 –

Next Meeting: Wednesday July 2, 2025, in the Legislative Conference room.

Motion to Adjourn the meeting (T. Monell) 5:31pm

Profit and Loss

Tioga County Industrial Development Agency

May 1-31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	MAY 1 - MAY 31 2025	MAY 1 - MAY 31 2024 (PY)	\$ CHANGE (PY)
Income			
4110 Grants	0	0	0
DRI-HCR	5,200.00		5,200.00
Workforce Coordinator		12,186.50	-12,186.50
Total for 4110 Grants	\$5,200.00	\$12,186.50	-\$6,986.50
4160 RJ Corman	0	0	0
freight	25,844.80	33,807.34	-7,962.54
Total for 4160 RJ Corman	\$25,844.80	\$33,807.34	-\$7,962.54
Interest Income-	0	0	0
CCTC Loan Loss Reserve Account	1.00	1.03	-0.03
CD 156 com bank	321.52		321.52
CD 158 Site Dev Com Bank	320.17		320.17
Community- Facade Improvement	2.01	2.10	-0.09
TSB- checking	176.80	137.71	39.09
TSB- IRP 4	1.36	1.29	0.07
TSB- RBEG	13.38	1.39	11.99
TSB-general fund		3.29	-3.29
Total for Interest Income-	\$836.24	\$146.81	\$689.43
Leases/Licenses	\$1,229.41	\$1,300.00	-\$70.59
First Light	1,336.45		1,336.45
Swartwood	700.00		700.00
Total for Leases/Licenses	\$3,265.86	\$1,300.00	\$1,965.86
Loan Administrative Fee	459.89		459.89
Loan Interest Income	0	0	0
IRP 4	0	0	0
2017-01-A	11.98	17.61	-5.63
2017-04-A	171.54	190.89	-19.35
2018-01-A	177.97	195.61	-17.64
2019 - 06A	307.53	188.75	118.78
2019-07-A	132.77	284.03	-151.26
2021-01-A	106.30	122.28	-15.98
2021-02-A	18.17	15.64	2.53
2023-01-A	476.30	520.43	-44.13
Total for IRP 4	\$1,402.56	\$1,535.24	-\$132.68
RBEG 2019 -06	246.02	151.00	95.02

Profit and Loss

Tioga County Industrial Development Agency

May 1-31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	MAY 1 - MAY 31 2025	MAY 1 - MAY 31 2024 (PY)	\$ CHANGE (PY)
RBEg	0	0	0
2023.01-A	762.08	835.56	-73.48
Total for RBEg	\$762.08	\$835.56	-\$73.48
Total for Loan Interest Income	\$2,410.66	\$2,521.80	-\$111.14
4170 PILOT Program Fees	0	0	0
Best Bev		3,847.44	-3,847.44
Total for 4170 PILOT Program Fees	0	\$3,847.44	-\$3,847.44
Total for Income	\$38,017.45	\$53,809.89	-\$15,792.44
Cost of Goods Sold			
Gross Profit	\$38,017.45	\$53,809.89	-\$15,792.44
Expenses			
6180 Insurance	0	0	0
D & O (Philadelphia Ins. Co)	4,090.00		4,090.00
Total for 6180 Insurance	\$4,090.00	0	\$4,090.00
6200 Interest Expense	0	0	0
6220 Loan Interest	0	0	0
IRP 1	305.07	305.07	
IRP 2	783.42	783.43	-0.01
Total for 6220 Loan Interest	\$1,088.49	\$1,088.50	-\$0.01
Total for 6200 Interest Expense	\$1,088.49	\$1,088.50	-\$0.01
6240 Miscellaneous	4,400.00		4,400.00
6270 Professional Fees	0	0	0
Administrative Services	\$4,600.00	0	\$4,600.00
Tinney		2,125.00	-2,125.00
Total for Administrative Services	\$4,600.00	\$2,125.00	\$2,475.00
BiziLife LLC	1,135.48	556.61	578.87
Total for 6270 Professional Fees	\$5,735.48	\$2,681.61	\$3,053.87
6770 Supplies	0	\$37.99	-\$37.99
6780 Marketing	490.83		490.83
Total for 6770 Supplies	\$490.83	\$37.99	\$452.84
Grant Expense	0	0	0
DRI-HCR	12,833.93		12,833.93
Lounsberry Industrial Area Expansion Study	89,986.50		89,986.50
Workforce Coordinator	10,350.17		10,350.17
Raymond Hadley Water		11,513.00	-11,513.00
Total for Grant Expense	\$113,170.60	\$11,513.00	\$101,657.60
Loan Program Expense	60.00		60.00

Profit and Loss

Tioga County Industrial Development Agency

May 1-31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	MAY 1 - MAY 31 2025	MAY 1 - MAY 31 2024 (PY)	\$ CHANGE (PY)
6560 Payroll Expenses		2,859.20	-2,859.20
Total for Expenses	\$129,035.40	\$18,180.30	\$110,855.10
Net Operating Income	-\$91,017.95	\$35,629.59	-\$126,647.54
Other Income			
Other Expenses			
Net Other Income	0	0	0
Net Income	-\$91,017.95	\$35,629.59	-\$126,647.54

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Assets			
Current Assets			
Bank Accounts			
CCTC- CDs	0	0	0
Land Acquisition (150)	555,596.92	33,877.39	589,474.31
Land Acquisition (879)			
Site Dev 0847	104,439.62	5,015.74	109,455.36
Total for CCTC- CDs	\$660,036.54	\$38,893.13	\$698,929.67
CD Cap Improvement Com Bank (deleted)	327,220.11	-327,220.11	
CD Cap Improvement TSB 1484		345,058.05	345,058.05
CD Site Dev Com Bank 156	103,328.18	5,500.92	108,829.10
CD Site Dev Com Bank 158	103,328.19	5,493.99	108,822.18
Community Bank- 11 month CD's			
Restricted Cash Accounts	0	0	0
CCTC- Industrial Park			
Community- Facade Improvement	247,629.06	-19,725.31	227,903.75
COVID-19	78.67	-78.67	
USDA Funds	0	0	0
CCTC IRP Reserve CD (578)			
CCTC- Loan Loss Reserve	40,508.79	12.12	40,520.91
TSB- IRP 2			
TSB- IRP 2016 (Formerly IRP 4)	73,387.52	4,895.41	78,282.93
TSB- IRP 3			
TSB- marketing			
TSB- RBEG	83,361.94	23,451.30	106,813.24
Total for USDA Funds	\$197,258.25	\$28,358.83	\$225,617.08
Total for Restricted Cash Accounts	\$444,965.98	\$8,554.85	\$453,520.83
Temporarily Restricted Cash Acc	0	0	0
BSB- wetland			
CCTC- wetland			
Community- BestBuy PILOT Acct.	369.98		369.98
Community- PILOT Trust Account			
Crown Cork Seal			
TSB-Crown Cork and Seal (deleted)	100.67	-100.67	
TSB- designated fund			
TSB- Hagen			
TSB- Harvard			
TSB- NYSEG			
TSB- PILOTS (Previously OG)	423,993.35	-676.21	423,317.14

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Total for Temporarily Restricted Cash Acc	\$424,464.00	-\$776.88	\$423,687.12
Unrestricted Cash Accounts	0	0	0
Community- money market			
TSB- checking	661,379.45	52,142.68	713,522.13
TSB- general fund	25,817.17	35.46	25,852.63
TSB ICS			
Total for Unrestricted Cash Accounts	\$687,196.62	\$52,178.14	\$739,374.76
Total for Bank Accounts	\$2,750,539.62	\$127,682.09	\$2,878,221.71
Accounts Receivable			
Other Current Assets			
Accounts Rec-B. Newman			
Accounts Receivable 1300.01	84,453.05	-42,000.00	42,453.05
Accounts Receivable-OHRY			
Acct Rec Ecorp			
Accts Rec Army Reserve Proj			
Allowance for Doubtful Accounts	-35,000.00		-35,000.00
Commercial Facade Loan Program	0	0	0
Loan Rec - 2017-01-C (deleted)	1,250.00	-1,250.00	
Total for Commercial Facade Loan Program	\$1,250.00	-\$1,250.00	0
Deposit-Dixson Schumacher			
Due From Tioga County			
Facade Loan Program	0	0	0
Loan Rec 2024-01		20,000.00	20,000.00
Total for Facade Loan Program	0	\$20,000.00	\$20,000.00
FEMA Funds Receivable			
Grants Receivable			
Interest Receivable			
IRP 4	0	0	0
IRP 4 2023-01-A	58,862.61	-5,077.58	53,785.03
Loan Rec 2009-02-A	48,051.58		48,051.58
Loan Rec 2016-01-A			
Loan Rec 2017-01-A	7,975.13	-2,825.15	5,149.98
Loan Rec 2017-04-A	25,136.08	-2,593.94	22,542.14
Loan Rec 2018-01-A	48,798.99	-4,475.45	44,323.54
Loan Rec - 2019 - 06A	55,801.72	-10,961.29	44,840.43
Loan Rec 2019-07-A	32,192.10	-2,031.90	30,160.20
Loan Rec 2021-01-A	58,060.45	-7,686.07	50,374.38
Loan Rec 2021-02-A	7,235.19	-3,291.38	3,943.81

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Total for IRP 4	\$342,113.85	-\$38,942.76	\$303,171.09
Loan Receivable-Hadco			
M&T Trust Account-Bond Issue			
New York State OEM Funds Receiv			
NYS OEM Grant Revenue			
Prepaid Expenses			
RBEG	0	0	0
Loan Rec 2001-01-A			
Loan Rec 2002-01-A			
Loan Rec 2005-01-A			
Loan Rec 2006-02-B			
Loan Rec 2007-01-A			
Loan Rec 2007-02-AB			
Loan Rec 2007-04-A			
Loan Rec 2009-01-B			
Loan Rec-2012-07-B			
Loan Rec - RBEG 2019 -06	44,641.55	-8,769.05	35,872.50
RBEG 2023-01-A	94,180.12	-8,124.21	86,055.91
RBEG Loan Rec 2020-01			
Total for RBEG	\$138,821.67	-\$16,893.26	\$121,928.41
Total for Other Current Assets	\$531,638.57	-\$79,086.02	\$452,552.55
Total for Current Assets	\$3,282,178.19	\$48,596.07	\$3,330,774.26
Fixed Assets	\$2,281,403.02	-\$18,195.00	\$2,263,208.02
Other Assets	0	0	0
Total for Assets	\$5,563,581.21	\$30,401.07	\$5,593,982.28
Liabilities and Equity			
Liabilities			
Current Liabilities			
Accounts Payable			
20000 Accounts Payable			

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Total for Accounts Payable	0	0	0
Credit Cards			
Other Current Liabilities			
2100 Payroll Liabilities			
Accounts Payable-gen			
Accrued Expenses			
Accrued liabilities			
Bond Discount			
Com Bank Line of Credit			
Construction Payable			
Deferred Income			
Deferred Revenue			
Due to County			
Due to NYSE&G			
Due to OACSD			
Due to Town of Owego			
Interest Payable	0	0	0
Liberty Research Escrow			
Lounsberry LOC			
Martha Berry- Payable			
PILOT Payments	0	0	0
+ 231 Main Town/County			
231 Main Village			
Best Buy PP	0	0	0
Library			
Total for Best Buy PP	0	0	0
CNYOG	0	-\$0.01	-\$0.01
County- CNYOG			
Library Tax - CNYOG			
Recycle- CNYOG			
School- CNYOG			
Town- CNYOG			
Total for CNYOG	0	-\$0.01	-\$0.01
Crown Cork and Seal	300,000.00		300,000.00
Ensco, Inc	0	0	0
County- Ensco			
Recycle- Ensco			
School- Ensco			
Town- Ensco			

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Total for Ensco, Inc	0	0	0
Friend Labs			
Gateway Owego, LLC	2,000.00	100.00	2,100.00
Hadco	0	0	0
Hagen	0	0	0
Hampton Inn	0	0	0
Hancor			
Harvard Custom Mfg.			
Hidden Valley Electronics			
Howland/Precision Woodcrafters			
Leprino	0	0	0
Library - 231 Main Street			
Library - Lockheed			
Midwestern Pet Foods, Inc.	0	0	0
School			
Total for Midwestern Pet Foods, Inc.	0	0	0
Nichols Cross Dock	0	-\$3,164.58	-\$3,164.58
Library			
School			
Total for Nichols Cross Dock	0	-\$3,164.58	-\$3,164.58
Norwesco			
Owego Associates	0	0	0
Owego Gardens	\$24,976.00	\$17,123.99	\$42,099.99
Library			
School			
Sewer Subsidy		-16,625.00	-16,625.00
Total for Owego Gardens	\$24,976.00	\$498.99	\$25,474.99
Owego Gardens II			
Owego Gardens - Village Tax			
Providence Street Corp.	0	0	0
Rynone	0	0	0
School - 231 Main Street			
Spencer-Tioga Solar	96,986.00	1,940.00	98,926.00
Tioga Downs Racetrack	0	0	0
Upstate Shredding	0	0	0
V&S New York Galvanizing		-50.61	-50.61

Balance Sheet Comparison

Tioga County Industrial Development Agency

As of May 31, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	AS OF MAY 31, 2024 (PY)	\$ CHANGE (PY)	AS OF MAY 31, 2025
Total for PILOT Payments	\$423,962.00	-\$676.21	\$423,285.79
Refundable Option			
Village of Waverly			
Total for Other Current Liabilities	\$423,962.00	-\$676.21	\$423,285.79
Total for Current Liabilities	\$423,962.00	-\$676.21	\$423,285.79
Long-term Liabilities			
Bond payable-Best Buy			
Loan payable-Com Bank Hagen			
Loan Payable Com Bank I			
Loan payable-NYS UDC Hadco			
Loan payable-NYS UDC SCI			
Loan Pay- IRP 1	22,553.42	-7,954.07	14,599.35
Loan Pay- IRP 2	66,787.30	-11,555.58	55,231.72
Loan Pay- IRP 3	138,881.10		138,881.10
Loan Pay- IRP 4	181,558.10	-21,046.84	160,511.26
Loan Pay- Village of Waverly 0%			
Tioga County COVID-19 ERLP			
Tioga County HUD prog	0	0	0
UDC Loan-ESDC/REDS			
Total for Long-term Liabilities	\$409,779.92	-\$40,556.49	\$369,223.43
Total for Liabilities	\$833,741.92	-\$41,232.70	\$792,509.22
Equity			
1110 Retained Earnings	3,409,874.23	3,137.64	3,413,011.87
Net Income	-86,337.57	68,496.13	-17,841.44
3000 Opening Bal Equity			
Board Designated Funds	1,406,302.63		1,406,302.63
Total for Equity	\$4,729,839.29	\$71,633.77	\$4,801,473.06
Total for Liabilities and Equity	\$5,563,581.21	\$30,401.07	\$5,593,982.28

Transaction Detail by Account
Tioga County Industrial Development Agency
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
CD Site Dev Com Bank 156					
05/16/2025	Deposit	INTEREST ADDED BACK	Interest Income-:CD 156 com bank	321.52	321.52
Total for CD Site Dev Com Bank 156				\$321.52	
CD Site Dev Com Bank 158					
05/16/2025	Deposit	INTEREST ADDED BACK	Interest Income-:CD 158 Site Dev Com Bank	320.17	320.17
Total for CD Site Dev Com Bank 158				\$320.17	
Loan Pay- IRP 1					
05/13/2025	Expense	Principle loan payment	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-7,954.07	-7,954.07
Total for Loan Pay- IRP 1				-\$7,954.07	
Loan Pay- IRP 2					
05/05/2025	Expense	USDA principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-11,555.58	-
Total for Loan Pay- IRP 2				\$11,555.58	11,555.58
Leases/Licenses					
05/07/2025	Deposit	Columbia gas CPI increases 2025 lease pymt	Unrestricted Cash Accounts:TSB- checking	29.41	29.41
05/23/2025	Deposit	2025 Lease pymt	Unrestricted Cash Accounts:TSB- checking	1,200.00	1,229.41
Total for Leases/Licenses				\$1,229.41	
First Light					
05/07/2025	Deposit	First light 2025 lease pymt	Unrestricted Cash Accounts:TSB- checking	1,336.45	1,336.45
Total for First Light				\$1,336.45	
Swartwood					
05/23/2025	Deposit	2024 final lease pymt	Unrestricted Cash Accounts:TSB- checking	200.00	200.00
05/23/2025	Deposit	2025 lease pymt	Unrestricted Cash Accounts:TSB- checking	500.00	700.00
Total for Swartwood				\$700.00	
Total for Leases/Licenses with sub-accounts				\$3,265.86	
Loan Administrative Fee					
05/13/2025	Deposit	TRANSFER FROM X5345 TO X1070	Unrestricted Cash Accounts:TSB- checking	87.55	87.55
05/13/2025	Deposit	TRANSFER FROM X5345 TO X1070	Unrestricted Cash Accounts:TSB- checking	372.34	459.89
Total for Loan Administrative Fee				\$459.89	
6240 Miscellaneous					
05/05/2025	Check	Appraisal of Nichols properties	Unrestricted Cash Accounts:TSB- checking	4,400.00	4,400.00
Total for 6240 Miscellaneous				\$4,400.00	
Loan Program Expense					
05/31/2025	Check	Compliance fee invoice #5869997	Unrestricted Cash Accounts:TSB- checking	60.00	60.00
Total for Loan Program Expense				\$60.00	
CCTC- CDs					
Site Dev 0847					
05/19/2025	Deposit	INTEREST	Interest Income-:interest income CD Site Dev Com	1,104.35	1,104.35
Total for Site Dev 0847				\$1,104.35	
Total for CCTC- CDs with sub-accounts				\$1,104.35	
Restricted Cash Accounts					
Community- Facade Improvement					
05/31/2025	Deposit	INTEREST DEPOSIT	Interest Income-:Community- Facade Improvement	2.01	2.01
Total for Community- Facade Improvement				\$2.01	
USDA Funds					
CCTC- Loan Loss Reserve					
05/31/2025	Deposit		Interest Income-:CCTC Loan Loss Reserve Account	1.00	1.00
Total for CCTC- Loan Loss Reserve				\$1.00	

Transaction Detail by Account
Tioga County Industrial Development Agency
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
TSB- IRP 2016 (Formerly IRP 4)					
05/01/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0010 25/05/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000010 25/05/01		306.00	306.00
05/01/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0394 25/05/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000394 25/05/01		670.57	976.57
05/01/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0396 25/05/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000396 25/05/01		1,012.45	1,989.02
05/05/2025	Deposit	Deposit		572.36	2,561.38
05/05/2025	Expense	PAYMENT USDA RD RUS CCD		-12,339.00	-9,777.62
05/06/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0014 25/05/06 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000014 25/05/06		321.55	-9,456.07
05/09/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0046 25/05/09 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000046 25/05/09		559.08	-8,896.99
05/13/2025	Expense	PAYMENT USDA RD RUS CCD		-8,259.14	-
05/23/2025	Deposit			1,004.16	17,156.13
05/30/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0500 25/05/30 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000500 25/05/30		1,012.45	-
05/30/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0498 25/05/30 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000498 25/05/30		670.57	14,468.95
05/30/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0032 25/05/30 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000032 25/05/30		306.00	-
05/31/2025	Deposit	INTEREST DEPOSIT	Interest Income-:TSB- IRP 4	1.36	14,162.95
Total for TSB- IRP 2016 (Formerly IRP 4)				\$14,161.59	-
TSB- RBEG					
05/01/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0026 25/05/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000026 25/05/01		1,072.92	1,072.92
05/01/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0398 25/05/01 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000398 25/05/01		809.96	1,882.88
05/30/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0034 25/05/30 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000034 25/05/30		1,072.92	2,955.80
05/30/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0502 25/05/30 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000502 25/05/30		809.96	3,765.76
05/31/2025	Deposit	INTEREST DEPOSIT	Interest Income-:Community- Facade Improvement	13.38	3,779.14
Total for TSB- RBEG				\$3,779.14	
Total for USDA Funds with sub-accounts				\$10,381.45	-
Total for Restricted Cash Accounts with sub-accounts				\$10,379.44	-
Temporarily Restricted Cash Acc					
TSB- PILOTS (Previously OG)					
05/22/2025	Deposit			15,073.62	15,073.62
Total for TSB- PILOTS (Previously OG)				\$15,073.62	
Total for Temporarily Restricted Cash Acc with sub-accounts				\$15,073.62	
Unrestricted Cash Accounts					
TSB- checking					
05/02/2025	Check	CHECK 7381 DRI reimbursement- Bradford Noble	Grant Expense:DRI-HCR	-7,633.93	-7,633.93

Transaction Detail by Account
Tioga County Industrial Development Agency
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
05/05/2025	Check	Appraisal of Nichols properties	6240 Miscellaneous	-4,400.00	-
					12,033.93
05/05/2025	Check	ARC Grant reimbursement	Grant Expense:Workforce Coordinator	-10,350.17	-
					22,384.10
05/07/2025	Deposit	DEPOSIT		27,210.66	4,826.56
05/12/2025	Deposit	HTFCPYMT CUSTODIA - 1990 CCD Tiahwaga Community Players	4110 Grants:DRI-HCR	5,200.00	10,026.56
05/13/2025	Deposit	TRANSFER FROM X5345 TO X1070	Loan Administrative Fee	87.55	10,114.11
05/13/2025	Deposit	TRANSFER FROM X5345 TO X1070	Loan Administrative Fee	372.34	10,486.45
05/20/2025	Check	DRI-HCR Ti-Ahwaga	Grant Expense:DRI-HCR	-5,200.00	5,286.45
05/20/2025	Check	supplies and advertising	6770 Supplies:6780 Marketing	-490.83	4,795.62
05/21/2025	Check			-89,986.50	-
					85,190.88
05/23/2025	Deposit			1,900.00	-
					83,290.88
05/30/2025	Deposit	MISC PAY GSA TREAS 310 CCD RMRIVARC22C20731P6PI2500.0 0 MISC PAY GSA TREAS 310 CCD RMR*IV*ARC22C20731P6*PI*2500.0 0\	4110 Grants:Workforce Coordinator	2,500.00	-
					80,790.88
05/31/2025	Check	May 2025 Professional Services	6270 Professional Fees:Administrative Services	-1,200.00	-
					81,990.88
05/31/2025	Check	May 2025 Professional Services	6270 Professional Fees:Administrative Services	-1,500.00	-
					83,490.88
05/31/2025	Check	May 2025 professional services	6270 Professional Fees:Administrative Services	-1,900.00	-
					85,390.88
05/31/2025	Check	Compliance fee invoice #5869997	Loan Program Expense	-60.00	-
					85,450.88
05/31/2025	Check	April 2025 social media	6270 Professional Fees:BiziLife LLC	-567.74	-
					86,018.62
05/31/2025	Check	May 2025 social media	6270 Professional Fees:BiziLife LLC	-567.74	-
					86,586.36
05/31/2025	Check	D&O Policy # PHSD1865389-017 Invoice #2008125706	6180 Insurance:D & O (Philadelphia Ins. Co)	-4,090.00	-
					90,676.36

Transaction Detail by Account
Tioga County Industrial Development Agency
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
05/31/2025	Deposit	INTEREST DEPOSIT	Interest Income--TSB- checking	176.80	-
Total for TSB- checking				\$90,499.56	90,499.56
Total for Unrestricted Cash Accounts with sub-accounts				\$90,499.56	-
\$90,499.56					
IRP 4					
IRP 4 2023-01-A					
05/01/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-431.48	-431.48
05/30/2025	Deposit	June Principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-433.36	-864.84
Total for IRP 4 2023-01-A				-\$864.84	
Loan Rec 2017-01-A					
05/23/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-238.02	-238.02
Total for Loan Rec 2017-01-A				-\$238.02	
Loan Rec 2017-04-A					
05/01/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-219.82	-219.82
05/30/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-220.64	-440.46
Total for Loan Rec 2017-04-A				-\$440.46	
Loan Rec 2018-01-A					
05/09/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-381.11	-381.11
Total for Loan Rec 2018-01-A				-\$381.11	
Loan Rec - 2019 - 06A					
05/01/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-857.26	-857.26
05/30/2025	Deposit	June Principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-860.11	-1,717.37
Total for Loan Rec - 2019 - 06A				-\$1,717.37	
Loan Rec 2019-07-A					
05/06/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-188.78	-188.78
Total for Loan Rec 2019-07-A				-\$188.78	
Loan Rec 2021-01-A					
05/23/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-647.86	-647.86
Total for Loan Rec 2021-01-A				-\$647.86	
Loan Rec 2021-02-A					
05/05/2025	Deposit	April Prin. pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-276.81	-276.81
05/05/2025	Deposit	May Prin. pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-277.38	-554.19
Total for Loan Rec 2021-02-A				-\$554.19	
Total for IRP 4 with sub-accounts				-\$5,032.63	
RBEG					
Loan Rec - RBEG 2019 -06					
05/01/2025	Deposit	May principle pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	-685.81	-685.81
05/30/2025	Deposit	June Principle pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	-688.09	-1,373.90
Total for Loan Rec - RBEG 2019 -06				-\$1,373.90	
RBEG 2023-01-A					
05/01/2025	Deposit	May Principle pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	-690.37	-690.37
05/30/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	-693.39	-1,383.76
Total for RBEG 2023-01-A				-\$1,383.76	
Total for RBEG with sub-accounts				-\$2,757.66	

Transaction Detail by Account
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
PILOT Payments					
Nichols Cross Dock					
05/22/2025	Deposit	PILOT reimbursement- refund for over payment to TC	Temporarily Restricted Cash Acc:TSB- PILOTS (Previously OG)	14,562.07	14,562.07
Total for Nichols Cross Dock				\$14,562.07	

Transaction Detail by Account

Tioga County Industrial Development Agency

May 1-31, 2025

TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
V&S New York Galvanizing 05/22/2025	Deposit	PILOT reimbursement- refund for over payment to TC	Temporarily Restricted Cash Acc:TSB- PILOTS (Previously OG)	511.55	511.55
Total for V&S New York Galvanizing				\$511.55	
Total for PILOT Payments with sub-accounts				\$15,073.62	
4110 Grants DRI-HCR 05/12/2025	Deposit	HTFCPYMT CUSTODIA - 1990 CCD Tiahwaga Community Players	Unrestricted Cash Accounts:TSB- checking	5,200.00	5,200.00
Total for DRI-HCR				\$5,200.00	
Workforce Coordinator 05/30/2025	Deposit	MISC PAY GSA TREAS 310 CCD RMRIVARC22C20731P6PI2500.0 0 MISC PAY GSA TREAS 310 CCD RMR*IV*ARC22C20731P6*PI*2500.0 0\	Unrestricted Cash Accounts:TSB- checking	2,500.00	2,500.00
Total for Workforce Coordinator				\$2,500.00	
Total for 4110 Grants with sub-accounts				\$7,700.00	
4160 RJ Corman freight 05/07/2025	Deposit	RJ Corman March Revenue pymt	Unrestricted Cash Accounts:TSB- checking	25,844.80	25,844.80
Total for freight				\$25,844.80	
Total for 4160 RJ Corman with sub-accounts				\$25,844.80	
Interest Income- CCTC Loan Loss Reserve Account 05/31/2025	Deposit	interest income	Restricted Cash Accounts:USDA Funds:CCTC- Loan Loss Reserve	1.00	1.00
Total for CCTC Loan Loss Reserve Account				\$1.00	
CD 156 com bank 05/16/2025	Deposit	INTEREST ADDED BACK	CD Site Dev Com Bank 156	321.52	321.52
Total for CD 156 com bank				\$321.52	
CD 158 Site Dev Com Bank 05/16/2025	Deposit	INTEREST ADDED BACK	CD Site Dev Com Bank 158	320.17	320.17
Total for CD 158 Site Dev Com Bank				\$320.17	
Community- Facade Improvement 05/31/2025	Deposit	INTEREST DEPOSIT	Restricted Cash Accounts:Community- Facade Improvement	2.01	2.01
05/31/2025	Deposit	INTEREST DEPOSIT	Restricted Cash Accounts:USDA Funds:TSB- RBEG	13.38	15.39
Total for Community- Facade Improvement				\$15.39	
interest income CD Site Dev Com 05/19/2025	Deposit	INTEREST	CCTC- CDs:Site Dev 0847	1,104.35	1,104.35
Total for interest income CD Site Dev Com				\$1,104.35	
TSB- checking 05/31/2025	Deposit	INTEREST DEPOSIT	Unrestricted Cash Accounts:TSB- checking	176.80	176.80
Total for TSB- checking				\$176.80	
TSB- IRP 4 05/31/2025	Deposit	INTEREST DEPOSIT	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	1.36	1.36
Total for TSB- IRP 4				\$1.36	
Total for Interest Income- with sub-accounts				\$1,940.59	
Loan Interest Income RBEG 2019 -06 05/01/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA	124.15	124.15

Transaction Detail by Account

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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
05/30/2025	Deposit	June interest pymt	Funds:TSB- RBEG Restricted Cash Accounts:USDA Funds:TSB- RBEG	121.87	246.02
Total for RBEG 2019 -06				\$246.02	

Transaction Detail by Account

Tioga County Industrial Development Agency

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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
IRP 4					
2017-01-A					
05/23/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	11.98	11.98
Total for 2017-01-A				\$11.98	
2017-04-A					
05/01/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	86.18	86.18
05/30/2025	Deposit	June inerest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	85.36	171.54
Total for 2017-04-A				\$171.54	
2018-01-A					
05/09/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	177.97	177.97
Total for 2018-01-A				\$177.97	
2019 - 06A					
05/01/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	155.19	155.19
05/30/2025	Deposit	June Interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	152.34	307.53
Total for 2019 - 06A				\$307.53	
2019-07-A					
05/06/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	132.77	132.77
Total for 2019-07-A				\$132.77	
2021-01-A					
05/23/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	106.30	106.30
Total for 2021-01-A				\$106.30	
2021-02-A					
05/05/2025	Deposit	April Interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	9.37	9.37
05/05/2025	Deposit	May interst pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	8.80	18.17
Total for 2021-02-A				\$18.17	
2023-01-A					
05/01/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	239.09	239.09
05/30/2025	Deposit	June interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	237.21	476.30
Total for 2023-01-A				\$476.30	
Total for IRP 4 with sub-accounts				\$1,402.56	
RBEG					
2023.01-A					
05/01/2025	Deposit	May interest pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	382.55	382.55
05/30/2025	Deposit	June interest pymt	Restricted Cash Accounts:USDA Funds:TSB- RBEG	379.53	762.08
Total for 2023.01-A				\$762.08	
Total for RBEG with sub-accounts				\$762.08	
Total for Loan Interest Income with sub-accounts				\$2,410.66	
6180 Insurance					
D & O (Philadelphia Ins. Co)					
05/31/2025	Check	D&O Policy # PHSD1865389-017 Invoice #2008125706	Unrestricted Cash Accounts:TSB- checking	4,090.00	4,090.00
Total for D & O (Philadelphia Ins. Co)				\$4,090.00	
Total for 6180 Insurance with sub-accounts				\$4,090.00	
6270 Professional Fees					
Administrative Services					

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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
05/31/2025	Check	May 2025 Professional Services	Unrestricted Cash Accounts:TSB- checking	1,200.00	1,200.00
05/31/2025	Check	May 2025 Professional Services	Unrestricted Cash Accounts:TSB- checking	1,500.00	2,700.00
05/31/2025	Check	May 2025 professional services	Unrestricted Cash Accounts:TSB- checking	1,900.00	4,600.00
Total for Administrative Services				\$4,600.00	

Transaction Detail by Account
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TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
BiziLife LLC					
05/31/2025	Check	April 2025 social media	Unrestricted Cash Accounts:TSB- checking	567.74	567.74
05/31/2025	Check	May 2025 social media	Unrestricted Cash Accounts:TSB- checking	567.74	1,135.48
Total for BiziLife LLC				\$1,135.48	
Total for 6270 Professional Fees with sub-accounts				\$5,735.48	
6770 Supplies					
6780 Marketing					
05/20/2025	Check	Advertising cost & office supplies	Unrestricted Cash Accounts:TSB- checking	490.83	490.83
Total for 6780 Marketing				\$490.83	
Total for 6770 Supplies with sub-accounts				\$490.83	
Grant Expense					
DRI-HCR					
05/02/2025	Check	CHECK 7381 DRI reimbursement-Bradford Noble	Unrestricted Cash Accounts:TSB- checking	7,633.93	7,633.93
05/20/2025	Check	DRI-HCR Ti-Ahwaga	Unrestricted Cash Accounts:TSB- checking	5,200.00	12,833.93
Total for DRI-HCR				\$12,833.93	
Lounsberry Industrial Area Expansion Study					
05/21/2025	Check	Lounsberry project 50% completion invoice #49383	Unrestricted Cash Accounts:TSB- checking	49,992.50	49,992.50
05/21/2025	Check	Lounsberry project 90% completion invoice #49719	Unrestricted Cash Accounts:TSB- checking	39,994.00	89,986.50
Total for Lounsberry Industrial Area Expansion Study				\$89,986.50	
Workforce Coodinator					
05/05/2025	Check	ARC Grant reimbursement	Unrestricted Cash Accounts:TSB- checking	10,350.17	10,350.17
Total for Workforce Coodinator				\$10,350.17	
Total for Grant Expense with sub-accounts				\$113,170.60	
6200 Interest Expense					
6220 Loan Interest					
IRP 1					
05/13/2025	Expense	interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	305.07	305.07
Total for IRP 1				\$305.07	
IRP 2					
05/05/2025	Expense	USDA Interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	783.42	783.42
Total for IRP 2				\$783.42	
Total for 6220 Loan Interest with sub-accounts				\$1,088.49	
Total for 6200 Interest Expense with sub-accounts				\$1,088.49	
TOTAL				\$74,371.54	

Transaction Detail by Account

Tioga County Industrial Development Agency

June 1-30, 2025

TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
CD Site Dev Com Bank 156					
06/17/2025	Deposit	INTEREST ADDED BACK	Interest Income-:CD 156 com bank	333.23	333.23
Total for CD Site Dev Com Bank 156				\$333.23	
CD Site Dev Com Bank 158					
06/17/2025	Deposit	INTEREST ADDED BACK	Interest Income-:CD 158 Site Dev Com Bank	331.84	331.84
Total for CD Site Dev Com Bank 158				\$331.84	
3000 Opening Bal Equity					
06/04/2025	Journal Entry	Created by QB Online to adjust balance for deletion		-5,149.98	-5,149.98
06/04/2025	Journal Entry	Created by QB Online to adjust balance for deletion		-48,051.58	-
Total for 3000 Opening Bal Equity					53,201.56
				\$53,201.56	
CCTC- CDs					
Land Acquisition (150)					
06/21/2025	Deposit	INTEREST	Interest Income-:CCTC CD Land Acquisition 10 mo	6,210.64	6,210.64
Total for Land Acquisition (150)				\$6,210.64	
Total for CCTC- CDs with sub-accounts				\$6,210.64	
Restricted Cash Accounts					
Community- Facade Improvement					
06/20/2025	Deposit	June Principle Payment- Facade Loan	Facade Loan Program:Loan Rec 2024-01	277.78	277.78
Total for Community- Facade Improvement				\$277.78	
USDA Funds					
TSB- IRP 2016 (Formerly IRP 4)					
06/06/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0022 25/06/06 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000022 25/06/06		321.55	321.55
06/10/2025	Deposit	TRANSFER TIOGA ST BANK XXXX0348 TRACE # XXXX0018 25/06/10 TRANSFER TIOGA ST BANK XXXXXX0348 TRACE # XXXXXXXXX2000018 25/06/10		559.08	880.63
06/25/2025	Deposit	DEPOSIT		2,330.68	3,211.31
Total for TSB- IRP 2016 (Formerly IRP 4)				\$3,211.31	
Total for USDA Funds with sub-accounts				\$3,211.31	
Total for Restricted Cash Accounts with sub-accounts				\$3,489.09	
Unrestricted Cash Accounts					
TSB- checking					
06/06/2025	Deposit	April Freight Revenue	4160 RJ Corman:freight	20,330.80	20,330.80
06/25/2025	Check	2nd Quarter 2025 Admin fees	6270 Professional Fees:Administrative Services	-5,000.00	15,330.80
06/25/2025	Deposit	2024/2025 Lease pymt	Leases/Licenses:Lounsberry South - Engelbert	900.00	16,230.80
Total for TSB- checking				\$16,230.80	
Total for Unrestricted Cash Accounts with sub-accounts				\$16,230.80	
Facade Loan Program					
Loan Rec 2024-01					
06/20/2025	Deposit	June Principle Payment- Facade Loan	Restricted Cash Accounts:Community- Facade Improvement	-277.78	-277.78
Total for Loan Rec 2024-01				-\$277.78	
Total for Facade Loan Program with sub-accounts				-\$277.78	
IRP 4					
Loan Rec 2009-02-A					
06/04/2025	Journal Entry	Created by QB Online to adjust balance for deletion		-48,051.58	-

Transaction Detail by Account

Tioga County Industrial Development Agency

June 1-30, 2025

TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
					48,051.58
Total for Loan Rec 2009-02-A				-	
				\$48,051.58	
Loan Rec 2017-01-A					
06/04/2025	Journal Entry	Created by QB Online to adjust balance for deletion		-5,149.98	-5,149.98
06/25/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-238.49	-5,388.47
Total for Loan Rec 2017-01-A				-\$5,388.47	

Transaction Detail by Account
Tioga County Industrial Development Agency
June 1-30, 2025

TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
Loan Rec 2018-01-A 06/10/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-382.62	-382.62
Total for Loan Rec 2018-01-A				-\$382.62	
Loan Rec 2019-07-A 06/06/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-189.60	-189.60
Total for Loan Rec 2019-07-A				-\$189.60	
Loan Rec 2021-01-A 06/25/2025	Deposit	June principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-649.21	-649.21
06/25/2025	Deposit	July principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-650.57	-1,299.78
Total for Loan Rec 2021-01-A				-\$1,299.78	
Loan Rec 2021-02-A 06/25/2025	Deposit	June/July principle pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	-556.50	-556.50
Total for Loan Rec 2021-02-A				-\$556.50	
Total for IRP 4 with sub-accounts					-
				\$55,868.55	
<hr/>					
4160 RJ Corman freight 06/06/2025	Deposit	DEPOSIT	Unrestricted Cash Accounts:TSB- checking	20,330.80	20,330.80
Total for freight				\$20,330.80	
Total for 4160 RJ Corman with sub-accounts				\$20,330.80	
<hr/>					
Interest Income- CCTC CD Land Acquisition 10 mo 06/21/2025	Deposit	INTEREST	CCTC- CDs:Land Acquisition (150)	6,210.64	6,210.64
Total for CCTC CD Land Acquisition 10 mo				\$6,210.64	
CD 156 com bank 06/17/2025	Deposit	INTEREST ADDED BACK	CD Site Dev Com Bank 156	333.23	333.23
Total for CD 156 com bank				\$333.23	
CD 158 Site Dev Com Bank 06/17/2025	Deposit	INTEREST ADDED BACK	CD Site Dev Com Bank 158	331.84	331.84
Total for CD 158 Site Dev Com Bank				\$331.84	
Total for Interest Income- with sub-accounts				\$6,875.71	
<hr/>					
Leases/Licenses Lounsberry South - Engelbert 06/25/2025	Deposit	2024/2025 Lease pymt	Unrestricted Cash Accounts:TSB- checking	900.00	900.00
Total for Lounsberry South - Engelbert				\$900.00	
Total for Leases/Licenses with sub-accounts				\$900.00	
<hr/>					
6270 Professional Fees Administrative Services 06/25/2025	Check	2nd Quarter 2025 Admin fees	Unrestricted Cash Accounts:TSB- checking	5,000.00	5,000.00
Total for Administrative Services				\$5,000.00	
Total for 6270 Professional Fees with sub-accounts				\$5,000.00	
<hr/>					
Loan Interest Income IRP 4 2017-01-A 06/25/2025	Deposit	June interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	11.51	11.51
Total for 2017-01-A				\$11.51	

Transaction Detail by Account

Tioga County Industrial Development Agency

June 1-30, 2025

TRANSACTION DATE	TRANSACTION TYPE	LINE DESCRIPTION	ACCOUNT FULL NAME	AMOUNT	BALANCE
2018-01-A 06/10/2025	Deposit	June interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	176.46	176.46
Total for 2018-01-A				\$176.46	
2019-07-A 06/06/2025	Deposit	June Interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	131.95	131.95
Total for 2019-07-A				\$131.95	
2021-01-A 06/25/2025	Deposit	June interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	104.95	104.95
06/25/2025	Deposit	July interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	103.59	208.54
Total for 2021-01-A				\$208.54	
2021-02-A 06/25/2025	Deposit	June/July interest pymt	Restricted Cash Accounts:USDA Funds:TSB- IRP 2016 (Formerly IRP 4)	15.86	15.86
Total for 2021-02-A				\$15.86	
Total for IRP 4 with sub-accounts				\$544.32	
Total for Loan Interest Income with sub-accounts				\$544.32	
TOTAL					-
				\$49,101.46	

Tioga County Industrial Development Agency Commercial Façade Improvement Loan Program Information Sheet

Eligibility Criteria

Commercial and **Mixed-Use** property owners may be eligible for the Tioga County Industrial Development Agency (IDA) Commercial Façade Improvement Loan Program. This program provides a loan for up to 90% of the total allowable project cost to a maximum amount of ~~\$20,000~~ \$40,000 at a 1% interest rate for a term of up to ~~6-years~~ 10 years to assist with exterior improvements to commercial buildings. Financing is based upon the availability of funds at the time of final approval of your application. In general, the loan funding is available for the following façade improvement project elements:

Exterior Rehabilitation, including:

- Door Replacement
- Window Replacement
- Roof Replacement along with façade rehabilitation
- Exterior Refinishing, including
 - Washing and painting of exterior facades
 - Repairs to deteriorated masonry to include chimneys, lentils, pilasters, and cornices
 - Repairs to exterior stairways and porches
 - Repairs to prominent structural features to include bell towers, turrets, marquees, and glass walls
 - Removal of non-original facades and rehabilitation to the original facade
- Signage/Awnings/Attached Lighting
- Parking Lots
- Decks and visible back facades

Repairs to utilities and HVAC systems will not be funded. (Employee labor cannot be included as part of the equity contribution.)

Project funding will **not** be provided for commercial or mixed-use properties located outside ~~the downtown areas of the villages of~~ Tioga County or involve properties owned by not-for-profit organizations. ~~Candor, Newark Valley, Nichols, Owego, Spencer, and Waverly or the hamlets of Apalachin, Berkshire, Richford, and Tioga Center or involve properties owned by not-for-profit organizations.~~ Commercial Property are buildings that are used for commercial purposes, and include office buildings, warehouses, and retail buildings. Mixed-use buildings integrate multiple functions including residential, commercial, office, or retail into a single building or development.

The Commercial Façade Improvement Loan Program application and all supporting documents (as listed below) must be submitted to, reviewed by, and approved by the Tioga County Economic Development & Planning (TCED&P) prior to the start of the proposed work:

- Application Form
- Contractor Proposal
- Description of Project and /or Plans and Specifications and/or Architectural Drawings if applicable
- Copy of Deed/Proof of Ownership of the Real Property

- A copy of the lease(s) for all tenants
- A copy of Loan Statement and/or Confirmation Letter from mortgage holder(s) of any outstanding balance and status of said mortgage loan(s)
- Receipts of real estate taxes, school taxes, special assessments and water and sewer payments
- Exhibits I, II, III and IV

All obligations of the Owner to New York State, Tioga County and any other municipality for this property must be current, including but not limited to any and all loan payments as well as real estate taxes, school taxes, special assessments and water and sewer payments.

Work on your project may not commence until your application has received approval.

Loan funds will be disbursed upon:

1) ~~completion of the project work, a final inspection report completed by the municipal code enforcement officer~~– The Recipient will enter into a construction contract with the selected contractor prior to the start of proposed work. The contract will outline the roles and responsibilities for both the Recipient and the contractor. At a minimum, the contract must specify:

- Insurance required for contractor;
 - Proof of insurance should include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage. Tioga County Industrial Development Agency must be listed as additional insured.
- Finalized scope of work;
- Cost of project scope;
- Procedure for change orders;
- Estimated project timeline including a start date; and
- Draw schedule subject to IDA approval.

2) submission of before photos

3) copy of building permit

~~3) submission of documentation including cancelled checks, paid invoices and/or receipts from the contractor(s).~~

At project completion the following will need to be provided:

- 1) submission of documentation including cancelled checks, paid invoices and/or receipts from the contractor(s).
- 2) submission of after photos
- 3) signed inspection log from municipal code enforcement officer and copy of certificate of occupancy

PLEASE NOTE: NO CASH PAYMENTS ARE ALLOWED.

A Loan Agreement will be recorded at the time monies are disbursed and considered as an encumbrance on the property.

Fees

Application Fee: ~~\$100.00~~ 1 % of loan request- nonrefundable fee due at the time of application, made payable to Tioga County Industrial Development Agency (TCIDA)

Recording Fees: ~~1% of the approved loan amount awarded, Due to TCIDA at the time of disbursement of loan funds~~ All legal expenses, appraisal fees, property inspection fees, filling fees and other expenses incurred by the Tioga County Industrial Development Agency (IDA) with regard to this transaction are to be paid by the borrower.

Standard Administrative Procedures

Recipients of Tioga County Commercial Facade Improvement Loan Program financing shall comply with the following:

All applicable zoning and building code regulations.

All exterior renovation projects with a historic designation/within a historic district shall follow the Tioga County Commercial Façade Improvement Loan Program Historic Design Guidelines as attached. **Please note, if work is being done within Village of Owego, approval of the Owego Historic Preservation Commission is required and/or if property has National or State historic designation prior approval is required.**

Environmental assessment procedures established under the State Quality Review Act and the National Environmental Policy Act, if applicable

The owner will be required to obtain and comply with all applicable Federal, State and Local governmental regulations, approvals, and permits required by law to be obtained in carrying out the work set forth in this application and attachments.

Review Process:

1. Application is reviewed by TCED&P to determine eligibility and viability. If it is determined that the financing request meets these tests, the application is then reviewed in full. Financial information is kept completely confidential.

2. Following review, the loan application is either declined, held over for further review, or given final approval.

I (we) authorize the TCIDA to conduct credit checks relative to this loan application. I (we) agree that this application shall remain the TCIDA's property whether or not the loan is granted. I (we) have read the administrative guidelines and eligibility criteria and agree to comply with the requirements and regulations as set forth.

By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

The foregoing is for informational purposes only and should not be considered to be interpretative of the Loan Agreement to be executed or any other documents subsequently executed by the applicant and TCIDA. Tioga County ED&P and TCIDA has the discretion to reject or deny, in whole or in part, any application for any reason, even if the applicant meets the primary conditions set forth herein.

Completed applications shall be delivered to Tioga County Industrial Development Agency, Tioga County Office Building, Room 205, 56 Main Street, Owego, New York, 13827. (607-687-8255).

Tioga County

Commercial Façade Improvement Loan Application

Applicant must complete this application and submit all of the following exhibits:

Borrower Information:

____	Exhibit I	Provide a personal history statement of property owner.
------	------------------	--

____ **Exhibit II** **Provide a current personal financial statement of property owner (use sample or provide other acceptable form from accountant)**

Project Description:

____ **Exhibit III** **Provide a narrative description of the project including total project costs, contractor's estimate and/or plans and specifications and architectural drawings if applicable**

Project Financial Information:

____ **Exhibit IV** **Provide most current Federal and State IRS income tax return**

Statement of Personal History (Exhibit I)

A form is to be completed by property owner.

1. Personal Statement of: (first, middle initial, last name): _____

2. Date of Birth: ____/____/____ Place of Birth: _____

3. Social Security Number: _____ - _____ - _____

4. Present Residence Address:

From _____ To _____ Address _____

Home Telephone No.: () _____ - _____

Immediate past residence address:

From _____ To _____ Address _____

5. Current Employer: _____

From _____ To _____ Address _____

Business Telephone No.: () _____ - _____ Yearly Salary: \$ _____

6. Are you a U.S. Citizen? _____ Yes Naturalization Date: _____

_____ No Alien Registration#: _____

7. Percentage of ownership, stock owned, or to be owned in project: _____%

8. Name and address of personal account(s): _____

9. Have you ever been involved in bankruptcy or insolvency proceedings?

_____ No _____ Yes

10. Are there or has there ever been any legal claims and judgments against you:

_____ No _____ Yes If yes, briefly describe details.

11. Are you presently on parole or probation? _____ No _____ Yes

If yes, furnish details in a separate exhibit. List name under which held, if applicable.

12. Have you ever been convicted with any criminal offense other than a minor motor vehicle violation? _____ No _____ Yes If yes, furnish details on a separate exhibit. List names(s) under which charged, if applicable.

A conviction will not necessarily disqualify you. Incorrect answers that constitute fraud are disqualifying.

I have answered these questions correctly to the best of my ability and knowledge.

Signature

Title

Date

Personal Financial Statement (Net Worth) (Exhibit II)
As of _____, 20__

The property owner may use this form or provide other acceptable form from accountant.

Applicant:

Name: _____

Address: _____ **State** _____ **Zip** _____

Phone Number: () _____ - _____

Date of Birth: ____/____/____ **Social Security No.:** _____ - _____ - _____

<u>ASSETS</u>	<u>EST. \$ VALUE</u>		<u>LIABILITIES</u>	<u>\$ BALANCE OWED</u>
REAL ESTATE (Address)			MORTGAGE (Specify)	
_____	_____		_____	_____
_____	_____		_____	_____
AUTO(S) (Yr, Make & Model)			AUTO LOAN(S) (Specify)	
_____	_____		_____	_____
_____	_____		_____	_____
CHECKING ACCOUNT(S)			CREDIT CARD ACCOUNT(S) (Specify)	
_____	_____		_____	_____
_____	_____		_____	_____
SAVINGS ACCOUNT(S)				
_____	_____			
STOCKS, BONDS & CD's			PERSONAL LOAN(S) (Specify)	
_____	_____		_____	_____
_____	_____		_____	_____
CASH VALUE LIFE INSURANCE				
_____	_____			
PERSONAL ITEMS			OTHER (Specify)	
_____	_____		_____	_____
OTHER (Specify)			_____	_____
_____	_____			
TOTAL ASSETS	\$ _____		TOTAL LIABILITIES	\$ _____

TOTAL ASSETS – TOTAL LIABILITIES = NET WORTH

_____ - _____ = _____

**Tioga County
Commercial Façade Improvement Loan Program**

Application Form

1. Location of Property:

Street Address: _____

Municipality: _____

Tax Map Number: _____ - _____ - _____

2. Ownership:

Owner's Name:

Owner's Mailing Address:

Telephone Number(s): () _____ - _____ () _____ - _____ (cell)

Email Address: _____

3. Encumbrances:

First Mortgage:

Lender: _____

Original Amount \$ _____ **Remaining Balance** _____

Second Mortgage/Other Outstanding Loans (if applicable)

Lender: _____

Original Amount \$ _____ **Remaining Balance** _____

Amount of Liens or Taxes Outstanding \$ _____

Attach a Loan Statement and /or confirmation letter from mortgage holder(s) of any outstanding balance(s) and status of said loan(s).

4. Property and Building:

Commercial Space _____ **sq. ft.** _____ **%**

Residential Space _____ **sq. ft.** _____ **%**

Total _____ **sq. ft.** **100%**

5. Current Commercial Tenants:

Please list all current commercial tenants including the amount of square feet occupied and the term of the current lease. Please list square footage of available commercial space for lease. Attach a copy of all executed leases to this application.

6. Proposed Work: (Exhibit III)

Please describe proposed work and attach contractor's (2) cost estimates. Outreach to certified M/WBE contractors must be made. List of regional contractors is available along with M/WBE contractor listing at www.esd.gov/MWBE can be found. Include plans and specifications and/or architectural drawings if indicated.

a. Front:

b. Sides:

c. Back:

7. Project Funding:

	Private Lender		Owner's Equity		TC		Other		Total
Amount	_____	+	_____	+	_____	+	_____	=	_____
Term	_____		_____		_____		_____		_____
Interest Rate	_____		_____		_____		_____		_____
Annual Debt Service	_____	+	_____	+	_____	+	_____	=	_____

Name of Private Lender: _____

Provide proof and/or commitment letter from all creditors to show project is fully funded.

Owner hereby represents and certifies that the information submitted herein with respect to mortgages, loans, and other liens and encumbrances is accurate and complete as of the date of this statement.

Owner shall notify Tioga County of any changes with respect to ownership of property, mortgages, loans and/or other liens or encumbrances form the date of this application until funds are disbursed.

Date

Owner's Signature

Date

Co-Owner's Signature

ACCOUNT AGREEMENT

COMMUNITY BANK NA
NICHOLS BRANCH (061)
41 EAST RIVER ROAD
NICHOLS, NY 13812-0000

Account Number: 690000158

Account Owner(s) Name & Address
TIOGA COUNTY IDA
DEVELOPMENT AGENCY
56 MAIN ST SUITE 16
OWEGO, NY 13827

Agreement Date: 06/10/2025 By: E Morse

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description: PUBLIC FUND CD>100K

☐ Checking ☐ Savings ☐ NOW ☒ Cert. of Deposit
Initial Deposit \$ 100,501.19 Source: _____

Ownership of Account - PERSONAL Purpose

- ☐ Individual ☐ _____
☐ Joint - With Survivorship (and not as tenants in common)
☐ Joint - No Survivorship (as tenants in common)
☐ Convenience Account
☐ Trust - Separate Agreement:
☐ Revocable Trust Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Additional Information: Add/Remove Signers

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☒ Terms & Conditions ☐ Truth in Savings ☐ Funds Availability
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks
☐ Common Features ☒ Fees & Service Charges

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1):  _____

MARTHA C SAUERBREY

I.D. # XXX-XX-6731 D.O.B. 08/31/1947

(2):  _____

ERIC A KNOLLES

I.D. # XXX-XX-6128 D.O.B. 1/31/1970

(3):  _____

JONATHAN P WARD

I.D. # XXX-XX-6705 D.O.B. 3/21/1983

(4):  _____

BRENDA M EVANECK

I.D. # XXX-XX-7497 D.O.B. 9/03/1968

☐ The below named person(s) are Convenience Signers only (not owners)

 _____

I.D. # _____ D.O.B. _____

 _____

I.D. # _____ D.O.B. _____

Ownership of Account - BUSINESS Purpose

- ☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)
☐ C Corporation ☐ S Corporation ☐ Non-Profit
☒ Public Funds

Business: MARKETING CONSULTING SERVICES

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

☒ By signing at right, I, TIOGA COUNTY IDA, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 16-1194974 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

ACCOUNT AGREEMENT

COMMUNITY BANK NA
NICHOLS BRANCH (061)
41 EAST RIVER ROAD
NICHOLS, NY 13812-0000

Account Number: 690000156

Account Owner(s) Name & Address
TIOGA COUNTY IDA
DEVELOPMENT AGENCY
56 MAIN ST SUITE 16
OWEGO, NY 13827

Agreement Date: 06/10/2025 By: E Morse

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description: PUBLIC FUND CD>100K

☐ Checking ☐ Savings ☐ NOW ☒ Cert. of Deposit
Initial Deposit \$ 100,501.18 Source: _____

Additional Information: Add/Remove Signers

Ownership of Account - PERSONAL Purpose

- ☐ Individual ☐ _____
☐ Joint - With Survivorship (and not as tenants in common)
☐ Joint - No Survivorship (as tenants in common)
☐ Convenience Account
☐ Trust - Separate Agreement:
☐ Revocable Trust Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☒ Terms & Conditions ☐ Truth in Savings ☐ Funds Availability
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks
☐ Common Features ☒ Fees & Service Charges

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): ☒ []

MARTHA C SAUERBREY

I.D. # XXX-XX-6731 D.O.B. 08/31/1947

(2): ☒ []

ERIC A KNOLLES

I.D. # XXX-XX-6128 D.O.B. 1/31/1970

(3): ☒ []

JONATHAN P WARD

I.D. # XXX-XX-6705 D.O.B. 3/21/1983

(4): ☒ []

BRENDA M EVANEK

I.D. # XXX-XX-7497 D.O.B. 9/03/1968

☐ The below named person(s) are Convenience Signers only (not owners)

[X] []

I.D. # _____ D.O.B. _____

[X] []

I.D. # _____ D.O.B. _____

Ownership of Account - BUSINESS Purpose

- ☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)
☐ C Corporation ☐ S Corporation ☐ Non-Profit
☒ Public Funds

Business: MARKETING CONSULTING SERVICES

Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

☒ By signing at right, I, TIOGA COUNTY IDA, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 16-1194974 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

ACCOUNT AGREEMENT

COMMUNITY BANK NA
NICHOLS BRANCH (061)
41 EAST RIVER ROAD
NICHOLS, NY 13812-0000

Account Number: 690031117

Account Owner(s) Name & Address
TIOGA COUNTY IDA
DEVELOPMENT AGENCY
56 MAIN ST SUITE 16
OWEGO, NY 13827

Agreement Date: 06/10/2025 By: E Morse

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description: Business Int Ckg

☐ Checking ☐ Savings ☒ NOW ☐ _____
Initial Deposit \$ _____ Source: _____

Ownership of Account - PERSONAL Purpose

- ☐ Individual ☐ _____
☐ Joint - With Survivorship (and not as tenants in common)
☐ Joint - No Survivorship (as tenants in common)
☐ Convenience Account
☐ Trust - Separate Agreement:
☐ Revocable Trust Designation as Defined in this Agreement
(Name and Address of Beneficiaries):

Additional Information: Add/Remove Signers

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☐ Terms & Conditions ☐ Truth in Savings ☐ Funds Availability
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks
☐ Common Features ☐ _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): ☒ []
BRENDA M EVANEK
I.D. # XXX-XX-7497 D.O.B. 09/03/1968

(2): ☐ []
I.D. # _____ D.O.B. _____

(3): ☐ []
I.D. # _____ D.O.B. _____

(4): ☐ []
I.D. # _____ D.O.B. _____

☐ The below named person(s) are Convenience Signers only (not owners)

☒ []
I.D. # _____ D.O.B. _____
☒ []
I.D. # _____ D.O.B. _____

Ownership of Account - BUSINESS Purpose

- ☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership
☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)
☐ C Corporation ☐ S Corporation ☐ Non-Profit
☒ Public Funds

Business: MARKETING CONSULTING SERVICES

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-9)

☐ By signing at right, I, TIOGA COUNTY IDA, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 16-1194974 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

ACCOUNT AGREEMENT

COMMUNITY BANK NA
NICHOLS BRANCH (061)
41 EAST RIVER ROAD
NICHOLS, NY 13812-0000

Account Number: 690010269

Account Owner(s) Name & Address

TIOGA COUNTY IDA
DEVELOPMENT AGENCY
56 MAIN ST SUITE 16
OWEGO, NY 13827

Agreement Date: 06/10/2025 By: E Morse

☒ EXISTING Account - This agreement replaces previous agreement(s).

Account Description: PF Non Interest Ckg

☐ Checking ☐ Savings ☐ NOW ☒ Money Market

Initial Deposit \$ _____ Source: _____

Ownership of Account - PERSONAL Purpose

☐ Individual ☐ _____

☐ Joint - With Survivorship (and not as tenants in common)

☐ Joint - No Survivorship (as tenants in common)

☐ Convenience Account

☐ Trust - Separate Agreement:


☐ Revocable Trust Designation as Defined in this Agreement
(Name and Address of Beneficiaries):


Additional Information: Add/Remove Signers


Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):


☒ Terms & Conditions ☐ Truth in Savings ☐ Funds Availability
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks
☐ Common Features ☒ Fees & Service Charges

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): ]
MARTHA C SAUERBREY
I.D. # XXX-XX-6731 D.O.B. 08/31/1947

(2): ]
ERIC A KNOLLES
I.D. # XXX-XX-6128 D.O.B. 1/31/1970

(3): ]
JONATHAN P WARD
I.D. # XXX-XX-6705 D.O.B. 3/21/1983

(4): ]
BRENDA M EVANEK
I.D. # XXX-XX-7497 D.O.B. 9/03/1968

☐ The below named person(s) are Convenience Signers only (not owners)

]

I.D. # _____ D.O.B. _____

]

I.D. # _____ D.O.B. _____

Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership

☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)

☐ C Corporation ☐ S Corporation ☐ Non-Profit

☒ Public Funds

Business: MARKETING CONSULTING SERVICES

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

☒ By signing at right, I, TIOGA COUNTY IDA,
certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 16-1194974 The Taxpayer Identification
Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup
withholding either because I have not been notified that I am subject to backup
withholding as a result of a failure to report all interest or dividends, or the Internal
Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue
Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am
exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined
in the instructions).

2025 Summer IDA Academy

Tuesday, July 29th, 2025

Ithaca Downtown Conference Center, 116 E Green Street, Ithaca, NY



The IDA Academy provides regular training for Industrial Development Agency (IDA) staff and executives on a variety of issues to help operate an IDA office more efficiently and effectively. The Summer 2025 Academy will offer training sessions that include best practices, tools available to IDAs, and public policy that impacts IDA authority and operation. The NYSED Council will administer this program in partnership with IDA members, state agencies, and other industry experts.

Registration - Now Open Here!

(https://mms.nysedc.org/members/evr/reg_event.php?orgcode=NYED&evid=55589681)

Member Rate: \$125.00

Future Member Rate: \$175.00

Group Rate (5) \$500.00 (*contact Steph Cavalier for discount code*)

For sponsorship opportunities

(https://www.nysedc.org/docs/2025_IDA_Academy_Sponsorship_Form.pdf) or questions about registration, Contact **Stephanie Cavalier** (<mailto:cavalier@nysedc.org>) or call 518-426-4058. **Click here to process your sponsorship online directly.**

(<https://mms.nysedc.org/members/form.php?orgcode=NYED&fid=8757753>)

Event Location + Hotel Information

This single-day event takes place at the Ithaca Downtown Conference Center, at 116 E. Green Street in Ithaca, NY.

We will have a room block at the Marriott directly attached to the conference center for the evening prior, Monday, July 28th. More details and room block link coming soon!

Agenda - Coming Soon!

Tuesday, July 29

Wire Line Lease Agreement

1. AGREEMENT

1.1 **PARTIES.** This Wire Line Lease Agreement ("Agreement") is between Tioga County Industrial Development Agency (the "Agency") and Southern Tier Network, Inc. (the "Licensee").

1.2. The Agency insofar as it has the legal right and its present title permits leasing of the right of way for the purposes of a pipe or wire occupancy and Licensee insofar as it has need of such occupancy and has successfully applied for pipe or wire occupancy, Agency and Licensee, intending to be legally bound, agree as follows:

2. PIPE OR WIRE LINE OCCUPANCY

2.1 **CROSSING.** The nine (9) wire line crossings, fully described in the attached attached Exhibit "A", incorporated herein by reference, are at the following locations:

A. NY State Route 38 on the Owego and Harford Railway, Inc. Main Line in the Village of Newark Valley, Tioga County, New York (42.2457572 -76.1772169);

B. Tappan Road on the Owego and Harford Railway, Inc. Main Line in the Village of Newark Valley, Tioga County, New York (42.2387214 -76.1820828);

C. Whig Street on the Owego and Harford Railway, Inc. Main Line in the Village of Newark Valley, Tioga County, New York (42.2260139 -76.1855159);

D. Whig Street on the Owego and Harford Railway, Inc. Main Line in the Village of Newark Valley, Tioga County, New York (42.224715 -76.1860866 ;

E. Silk Street on the Owego and Harford Railway, Inc. Main Line in the Village of Newark Valley, Tioga County, New York (42.2172832 -76.1901751);

F. Blodgett Road on the Owego and Harford Railway, Inc. Main Line in the Town of Owego, Tioga County, New York (42.1795327 -76.216717);

G. Old New York State Route 38 on the Owego and Harford Railway, Inc. Main Line in the Town of Owego, Tioga County, New York (42.2260139 -76.1855159);

H. West Creek Road on the Owego and Harford Railway, Inc. Main Line in the Town of Owego, Tioga County, New York (42.1611023 -76.2513284); and

I. Park Settlement Road on the Owego and Harford Railway, Inc. Main Line in the Town of Candor, Tioga County, New York (42.1501192 -76.2623626), all and any part thereof shall be hereinafter referred to as (the "Facilities").

2.2. **CONSTRUCTION.** The Facilities shall be located, constructed, placed, attached,

used, maintained, presented, revised, repaired, altered, renewed, removed, relocated or added in exact accordance with the construction plans (Exhibit "A") for the purpose of establishing a wire line crossing.

2.2.1 DEVIATION FROM PLANS. No departure shall be made at any time from construction, placement, attachment, presence, use, maintenance, revision, repair, alteration, renewal, relocation, removal, or addition of plans except upon written permission from Agency provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State of New York and having jurisdiction over the Facilities, has by ruling or other general order determined and fixed the manner and means of construction, placement, attachment, presence, use, maintenance, revision, repair, alteration, renewal, relocation, removal or addition thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

2.2.2 GENERAL CONDITIONS. The work of constructing, placing, attaching, presenting, using, maintaining, revising, repairing, altering, renewing, relocating, removing, or adding said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Agency and as will not interfere with the proper and safe use, operation and enjoyment of the property of Agency. Licensee shall, at its own cost and expense when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen, or watchmen to see that persons, equipment and materials are kept a safe distance from the tracks of Agency.

2.2.3 INSPECTORS, FLAGMEN, AND WATCHMEN. In addition to, but not in limitation of, any of the foregoing provisions, if at any time Agency should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations, property, traffic, patrons, or employees during the work of construction of said Facilities by Licensee, Licensee covenants and agrees to bear the full cost and expense thereof.

2.3 REVISIONS. If Licensee desires or is required, as herein provided, to renew, remove, or add to, in any manner whatsoever, the aforementioned Facilities, it shall submit plans to Agency and obtain the written approval of Agency thereto before any work or alteration of the Facilities is performed and the terms and conditions of this Agreement with respect to the original construction shall apply hereto.

2.4 MAINTENANCE. Licensee shall, at all times, be obligated to promptly maintain, repair and renew said Facilities.

2.4.1. DIRECTED REPAIRS. Licensee shall, upon written notice from Agency requiring Licensee to do so, promptly make such, repairs and renewals thereto as may be required by Agency.

2.4.2 EMERGENCY REPAIRS. In the event of an emergency, Licensee will take immediate steps to perform any and all necessary repairs.

2.4.3 UNDERGROUND OCCUPATION. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, easements, rights of way, and/or tracks, facilities and appurtenances of Agency arising from, or as a result of, the installation of the said Facilities for the entire period of use of such easement and/or right of way by Licensee, and Licensee agrees to pay to Agency the full costs and expenses therefore.

2.4.4 INDUCTIVE INTERFERENCE. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall, at all times, be obligated to promptly remedy any inductive interference growing out of or resulting from the

presence of its Facilities.

2.5 CHANGES TO RAILROAD. Licensee shall, at its sole cost and expense, upon request in writing by Agency, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon or in the property and facilities of Agency to another location to permit and accommodate changes of grade or alignment and improvements in or additions to the facilities of Agency upon land now or hereafter owned or used by Agency to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the Facilities, or any part thereof encumbered by this Agreement, then said Licensee shall make such adjustments or relocations in its Facilities over, under, upon, or in the property and facilities of Agency as may be required by said Agency.

2.6 REMOVAL. Upon termination of this Agreement, or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and desist, and this Agreement shall thereupon become null and void, without any liability on the part of either the Agency or the Licensee except only as to any rentals and liability accrued prior thereto, and Licensee shall remove the Facilities and appurtenances from the Agency's properties, easements, and rights of way and all property of Agency shall be restored to the same condition as it was prior to Licensee's easements and rights of way with the sole cost being paid by Licensee to the full satisfaction of Agency.

2.7 SUPERVISION OF LOCATION OF CONSTRUCTION WORK. The supervision over the location of the construction work and inspection of the Facilities and the approval of the materials used in the construction, maintenance, revision, repair, alteration, renewal, relocation, removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Agency. The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Agency shall extend for an appropriate distance on each side of the property of Agency as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Agency.

3. FEES AND PAYMENT

3.1 ANNUAL RENT. The Licensee shall pay to Agency the sum of Two Thousand Two Hundred Ninety-Five and 00/100 Dollars (\$2,295.00), per year, as minimum annual rental, which said sum shall be payable annually in advance, commencing as of the first day of the first month following the execution of this Agreement. Agency reserves the right to make adjustments in these rental charges yearly.

3.2 OTHER COSTS. All costs and expenses in connection with the construction, of said Facilities shall be borne by Licensee.

3.3 LATE PAYMENTS. Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1% per month (12.00% annually) or the maximum allowed by law, whichever is less.

4. STANDARD CLAUSES.

4.1 HEADINGS. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

4.2 SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

4.3 COUNTERPARTS. This Agreement may be executed in any number of

counterparts and by either party hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document. In addition, the parties may transmit signed copies of this Agreement by e-mail and/or facsimile and both parties intend to be bound by the signatures on any document which is transmitted by e-mail and/or facsimile. Each party is aware that the other party will rely on the e-mail and/or facsimile transmitted signatures, and both parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

4.4 TIME OF ESSENCE. Time is of the essence for the execution of this Agreement.

4.5 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of New York. Both parties agree that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof.

4.6 GOVERNMENTAL REQUIREMENTS. Licensee shall comply with all Federal, State and Local laws and assume all costs, expenses, and responsibility in connection therewith, without any liability whatsoever on the part of Agency.

4.6.1 ENVIRONMENTAL COMPLIANCE.

4.6.1.1 PRE-CONSTRUCTION CONDITION. Licensee represents that it has conducted a complete inspection of the Facilities and, except as noted herein, finds the Facilities to be free from pollution-induced conditions.

4.6.1.2 CONTROL OF DISCHARGE. Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of hazardous substances into the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Agency from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation.

4.6.1.3 RAILROAD INSPECTION. Without limiting any other provision of this Agreement, Agency shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules and regulations, but no such inspection or absence of inspection by Agency shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

4.6.1.4. CLEAN UP. In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as ("Response Action")), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to an abatement in the Annual Rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Agency and its contractors full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Agency. Agency shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Agency all information requested by Agency regarding Licensee's Response Action or any environmental condition for which Licensee is

responsible.

4.7 TAXES. INTENTIONALLY DELETED.

4.8 NO WAIVER. Neither Agency's nor Licensee's acceptance of partial payment or service, nor any other forbearance, action or omission by Agency or Licensee shall waive any obligation of the other Party hereunder, nor shall such forbearance, action or omission waive any term or condition of any other agreement between Agency and any other party.

4.9 TRANSFER. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted without the consent and agreement in writing of Agency being first had and obtained.

4.10 RISKS AND LOSSES. It is understood between the Agency and Licensee hereto that the operations of the railroad at or near the Facilities involves some risk, and Licensee, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the Facilities (and the contents thereof) of Licensee that are over, under, upon, or in the Facilities and the facilities of Agency including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Agency or otherwise.

4.10.1 INDEMNIFICATION. Licensee also covenants and agrees to and shall, at all times, indemnify, protect and save harmless Agency from and against all costs or expenses resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Agency may directly or indirectly suffer, sustain or be subjected to by reason of or on account of the construction, placement, attachment, presence, use, maintenance, revision, repair, alteration, renewal, relocation, removal or addition of said Facilities in, on, about or from the premises of Agency whether such losses and damages be suffered or sustained by Agency directly or by its employees, patrons or licensees or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Agency liable therefor, and whether attributable to the fault, failure or negligence of Agency or otherwise.

4.10.2 CLAIMS. If a claim or action is brought against either Agency or Licensee for which the Agency or Licensee may be responsible hereunder in whole or in part, the Agency or the Licensee shall be notified and permitted to participate in the handling or defense of such matter.

4.10.3 TIME LIMITATIONS. The Agency and Licensee shall not be entitled to indemnification unless notice is given to the indemnifying party within 30 days from the date of the event that resulted in the loss, damage, injury, or liability forming the basis of the indemnified claim.

4.11 INSURANCE. Without limiting Licensee's liability under the indemnification provisions in section 4.10 above, Licensee, at its sole cost and expense, shall maintain the following insurance during the term of this Agreement with licensed insurance companies acceptable to Agency.

4.11.1 MINIMUM COVERAGES. Minimum levels of insurance are required from as follows:

Type of Insurance	Minimum Requirement
Commercial General Liability (including but not limited to broad form Contractual Liability Coverage, with limits in respect of third party personal injury and/or property damage)	\$1,000,000 per occurrence
Owned and non-owned Automobile Liability Insurance covering third-party bodily injury and property damage	\$1,000,000 per occurrence
Employer's Liability Insurance and Workers' Compensation covering personal injury (including death)	\$1,000,000 per occurrence
Umbrella Coverage	In an amount of not less than \$3,000,000. Such insurance shall be in excess of all liability coverages required.

4.11.2 ADDITIONALLY INSURED. Licensee's policies provided under this section shall be endorsed to: (i) name Agency as an additional insured in respect to the policies above listed; (ii) operate as primary in relation to any policies carried by Agency; (iii) call for no contribution by any insurance carried by Agency; (iv) provide waivers of subrogation in favor of Agency; (v) provide for not less than 30 days written notice of cancellation or material change and (vi) name Agency as an additional insured.

4.12 STATUS.. Nothing contained in this Agreement creates a partnership, joint venture, employer/employee, principal and agent, or any similar relationship between the Agency and Licensee.

4.13 CONFIDENTIALITY. The Agency, Licensee, and their attorneys shall keep the specific terms, conditions and covenants of this Agreement confidential except: (i) where mutually agreed to in writing by the Agency and Licensee; (ii) where necessary to share such information with the Agency's and/or Licensee's accountants or attorneys; (iii) where disclosure to a governmental entity is required; or (iv) where disclosure is ordered by a court of competent jurisdiction. The Agency, Licensee, and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Agreement. This confidentiality provision is a material term of this Agreement, and its violation shall constitute a breach of this Agreement.

4.14 AUTHORITY OF SIGNER. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Agency and Licensee. The Agency and Licensee represent and warrant to the other that the execution and delivery of this Agreement and the performance of the Agency's and Licensee's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Agency and Licensee and enforceable in accordance with its terms.

4.15 OTHER AGREEMENTS. This Agreement contains the entire agreement between the Agency and Licensee hereto and neither the Agency nor the Licensee is bound by any representation or agreement of any kind except as contained herein. In the event of a conflict between this Agreement and any previous agreement between Agency and the Licensee, the terms of this Agreement shall control.

4.16 TERM AND TERMINATION.

4.16.1 TERM OF THE AGREEMENT. This Agreement will become effective when

signed by Agency and Licensee and will remain in effect for one year unless otherwise terminated under this Agreement.

4.16.2 RENEWAL. This Agreement will automatically renew yearly unless otherwise terminated by Agency or Licensee in writing.

4.16.3 TERMINATION. This Agreement may be terminated by the Agency or Licensee upon written notice to the other, if the Agency or Licensee breaches any material obligation and/or fails to cure the breach within thirty (30) days. The Agency may terminate this Agreement immediately if the Licensee fails to pay any Annual Rent or additional fees due.

4.17 NOTICES.

4.17.1 FORM. All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a duly authorized individual of the Agency and Licensee.

4.17.2 METHOD AND ADDRESS. Notices permitted or required to be given hereunder shall be deemed sufficient if given by (a) personal delivery, (b) registered or certified mail, postage prepaid, return receipt requested, (c) a nationally recognized next-day courier service, or (d) private courier service, addressed to the respective addresses of the Agency and Licensee as first below written or at such other addresses as the Agency and Licensee may designate by like notice from time to time.

Agency	Licensee
Tioga County Industrial Development Agency	Southern Tier Network, Inc.
56 Main Street	8 Denison Parkway East, Suite 310
Owego, New York 13827	Corning, NY 14830

4.17.3 TIME OF RECEIPT. All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid; (c) on the next business day if transmitted by national overnight courier with confirmation of delivery, or (d) upon confirmation of receipt delivered by private courier service.

IN WITNESS WHEREOF, the Agency and Licensee have duly executed this Wire Line Lease Agreement as set forth below.

TIOGA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

SOUTHERN TIER NETWORK, INC.

By: _____
Jonathan Ward, Chairman

By: _____
Patrick Miller
Director of Broadband Services

STATE OF NEW YORK:

: ss.:

COUNTY OF TIOGA :

On June _____, 2025 before me, the undersigned, personally appeared JONATHAN WARD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK:

: ss.:

COUNTY OF STEUBEN:

On June _____, 2025 before me, the undersigned, personally appeared PATRICK MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT “A”

(SEE ATTACHED CONSTRUCTION PLANS)