



Tioga County Industrial Development Agency
October 2, 2024 – 4:30 pm
Ronald E Dougherty County Office Building
56 Main Street, Owego, NY 13827
Legislative Conference Room, 1st Floor
Agenda

Call to Order and Introductions

Attendance

- A. IDA Board Members
 - 1. Roll Call: J. Ward, T. Monell, E. Knolles, M. Townsend, B. Evanek
 - 2. Excused: M. Sauerbrey, K. Gillette
 - 3. Guests: J. Meagher, B. Woodburn, C. Yelverton

Privilege of the Floor:

Approval of Minutes

- A. September 4, 2024

Financials

- A. Balance Sheet
- B. Profit & Loss
- C. Transaction Detail
- D. 2025 budget

ED&P Update

- A. B. Woodburn

New Business:

Old Business:

- A. Richford property owner letter – J. Meagher sent letter 9/4/2024
- B. Harold Swartwood paid \$200 towards annual lease payment and owes \$100.
- C. Loan site visits – 7 of 8 completed
- D. Lease Agreement Extension – N. Emmick

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
 - 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 - \$2,401,260.91 (May)/Authorized \$2,779,449.00
 - 2. 231 Main LLC - \$13,360.91 (September)/ Authorized \$34,320
 - 3. SEASON II LLC - \$10,475.58 / Authorized \$17,942 – to be closed out.
 - 4. Arteast Café LLC - \$11,697.02 (July)/ Authorized \$24,000
 - 5. Navo Properties LLC - \$1,826.11 (September)/ Authorized \$2,728 – Sales Tax Exemption Agreement will expire 10/4/2024.
- B. Spencer Tioga solar PILOT – J. Meagher to provide letter to NYS ABO
- C. School PILOT bills – Sent out the 1st week in September
- D. 2025 Town PILOT Projections – Sent out the 1st week in September
- E. Kinder Morgan (CNYOG) request to extend PILOT
- F. OACSD request for meeting to discuss CNYOG PILOT expiring
- G. SunEast Solar PILOT

Project Updates:

- A. Railroad ROW 3 buildings
 - 1. Proposals for demolition

Grant Updates:

- A. NYS Division of Homeland Security & Emergency Services – Richford Railroad
- B. ARC Grant – Engineering Design Lounsberry Industrial Hub – RFP issued 9/12/2024. Proposals due 10/11/2024.
- C. ESD Grant Application – Municipal Water Extension to Raymond Hadley
 - 1. Grant Disbursement Agreement (GDA) – Authorization for L. Tinney to sign
 - 2. Reimbursement request for \$23,650 in process.
- D. USDA Lounsberry additional studies – RFP issued 9/12/2024. Proposals due 10/11/2024.
- E. USDA Local Meat Capacity Grant – Reed Brook Meats application 7-14-23 – Update received 9/13/2024
- F. Water Quality Improvement Plan- Blodgett Road; S&W 2025 start
- G. USDA IRP Loan Application – Requested update 9/12/2024 and 9/27/2024
 - 1. Letter of Conditions package forthcoming
- H. USDA Equipment Purchase Grant Application - Guidelines in process.

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

Next Meeting: Wednesday November 6, 2024



DRAFT

**Tioga County Industrial Development Agency
September 4, 2024 – 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: Mr. Ward called the meeting to order at 4:34 pm.

Attendance

- A. IDA Board Members
 - 1. Roll Call: J. Ward, T. Monell, E. Knolles, B. Evaneck, M. Sauerbrey, K. Gillette
 - 2. Excused: M. Townsend
 - 3. Guests: J. Meagher, M. Schnabl, L. Tinney, B. Woodburn

Privilege of the Floor: None

Approval of Minutes

- A. August 7, 2024
Motion to approve August 7, 2024 Regular Meeting Minutes, as written. (T. Monell, E. Knolles)

Aye – 6	Abstain – 0
No – 0	Carried

Financials

- A. Balance Sheet
- B. Profit & Loss
- C. Transaction Detail
- D. 2025 budget- October meeting
Motion to acknowledge financials, as presented. (K. Gillette, E. Knolles)

Aye – 6	Abstain – 0
No – 0	Carried

ED&P Update

- A. B. Woodburn: Ms. Woodburn updated the board on the following IDA items that ED&P is currently working on:
 - County PILOT projections
 - Town PILOT projections
 - School PILOT invoices
 - Draft 2025 budget
 - Loan site visits
 - PARIS reporting corrections
 - RFP for Lounsberry Industrial Site study
 - Equipment Lease program guidelines



Motion to move into Executive Session at 4:38 pm pursuant to Public Officers Law Section 105 to discuss personnel matters. (K. Gillette, T. Monell)

Motion to adjourn Executive Session at 4:50 pm. (T. Monell)

Motion to approve administrative services agreement with Tioga County for \$20,000 annually, contingent upon legislative approval. (M. Sauerbrey, K. Gillette)

**Aye – 6 Abstain – 0
No – 0 Carried**

Motion to approve service contract with B. Woodburn at a rate of \$1,900 per month, effective September 4, 2024 until December 31, 2024. (E. Knolles, T. Monell)

**Aye – 6 Abstain – 0
No – 0 Carried**

Motion to approve service contract with M. Schnabl at a rate of \$1,500 per month, effective September 4, 2024 until December 31, 2024. (E. Knolles, T. Monell)

**Aye – 6 Abstain – 0
No – 0 Carried**

Motion to approve service contract with C. Yelverton at a rate of \$1,200 per month, effective September 4, 2024 until December 31, 2024. (E. Knolles, T. Monell)

**Aye – 6 Abstain – 0
No – 0 Carried**

Motion to approve final invoice from L. Tinney for services rendered through September 30, 2024, and to thank her for her service to the Tioga County IDA. (E. Knolles, K. Gillette)

**Aye – 6 Abstain – 0
No – 0 Carried**

New Business:

- A. Tioga County Chamber of Commerce – Employment & Commerce Expo Sponsorship
The board agreed to the \$1,000 “support sponsor” level of sponsorship for the Tioga County Chamber of Commerce Employment & Commerce Expo. The IDA will split the cost with ED&P. ED&P will pay up front and invoice the IDA for the remaining amount.

Motion to contribute to the \$1,000 cost of the “support sponsor” level of sponsorship for the Tioga County Chamber of Commerce Employment & Commerce Expo. (T. Monell, E. Knolles)

**Aye – 6 Abstain – 0
No – 0 Carried**

Old Business:

- A. Richford property owner letter – pending: Mr. Meagher has sent a letter to the property owner that is storing cars on IDA property in Richford.

Committee Reports:

- A. Public Authority Accountability Act (PAAA)
 - 1. Audit Committee Report: J. Ward, M. Townsend, E. Knolles
 - 2. Governance Committee: J. Ward, M. Townsend, E. Knolles



- 3. Finance Committee: J. Ward, M. Townsend, E. Knolles
- 4. Loan Committee: J. Ward, K. Dougherty, D. Barton, E. Knolles, M. Townsend, J. Lavo: Coughlin & Gerhart, located on Lake Street in Owego, is interested in applying for a façade loan. They are currently filling out the application.
- 5. Railroad Committee: M. Sauerbrey, K. Gillette, T. Monell
- 6. Public Relations Committee: L. Tinney, M. Sauerbrey, T. Monell: with L. Tinney’s contract expiring at the end of the month, she will need to be replaced on the Public Relations Committee. B. Woodburn will take her place.

Motion to appoint B. Woodburn to the Public Relations Committee to replace L. Tinney. (B. Evanek, T. Monell)

Aye – 6	Abstain – 0
No – 0	Carried

PILOT Updates:

- A. Sales Tax Exemptions Update:
 - 1. Best Bev LLC - \$2,401,260.91 (May)/Authorized \$2,779,449.00
 - 2. 231 Main LLC – \$4,999.31 (May)/ Authorized \$34,320
 - 3. SEASON II LLC - \$10,475.58 (May)/ Authorized \$17,942
 - 4. Arteast Café LLC - \$2,072.99 (May)/ Authorized \$24,000
 - 5. Navo Properties LLC - \$874.08 (May)/ Authorized \$1,128
- B. Spencer Tioga solar PILOT: PARIS requested explanation as to why the full tax amount is lower than the PILOT payment for Spencer Tioga Solar. J. Meagher will draft a response to NYS ABO.
- C. School PILOT bills will be sent out the first week of September.
- D. Kinder Morgan (CNYOG) request to extend PILOT: Kinder Morgan reached out to request a discussion on extending their PILOT agreement. They are currently paying 100% of the taxable rate. More discussion will be needed with Kinder Morgan to determine how to best move forward with extending the PILOT.
- E. PARIS corrections - completed

Project Updates:

- A. Railroad ROW 3 buildings
 - 1. RFP for building demos: an RFP will be sent out to demolish three buildings on IDA property along North Ave in Owego.

Grant Updates:

- A. NYS Division of Homeland Security & Emergency Services-Richford Railroad
 - B. ARC Grant – Engineering Design Lounsberry Industrial Hub
 - C. ESD Grant Application – Municipal Water Extension to Raymond Hadley
 - 1. ESD approved, working toward closing docs
 - D. USDA Local Meat Capacity Grant – Reed Brook Meats application 7-14-23
 - E. Water Quality Improvement Plan- Blodgett Road; S&W 2025 start
 - F. USDA IRP Loan Application
 - 1. Letter of Conditions package forthcoming
 - G. USDA Equipment Purchase Grant Application
 - 1. Letter of Conditions docs- affirm email vote authorizing Chair signature
- Motion to affirm email vote authorizing Chair signature on letter of conditions**



documents for the USDA Equipment Purchase grant application. (E. Knolles, T. Monell)

Aye – 6 Abstain – 0
No – 0 Carried

H. USDA Lounsberry additional studies

1. Letter of Conditions docs- affirm email vote authorizing Chair signature

Motion to affirm email vote authorizing Chair signature on letter of conditions documents for the USDA Lounsberry Study grant application (E. Knolles, T. Monell)

Aye – 6 Abstain – 0
No – 0 Carried

Next Meeting: Wednesday October 2, 2024

Adjournment: Mr. Gillette motioned to adjourn the meeting at 5:23 pm.

Tioga County Industrial Development Agency
Balance Sheet
 As of September 30, 2024

	Sep 30, 24	Sep 30, 23	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
CD Cap Improvement Com Bank	327,220.11	0.00	327,220.11
CD Site Dev Com Bank 158	103,328.19	100,501.19	2,827.00
CD Site Dev Com Bank 156	103,328.18	100,501.18	2,827.00
CD Site Dev Com Bank 155	0.00	100,501.18	-100,501.18
Restricted Cash Accounts			
COVID-19	354.54	4,509.14	-4,154.60
Community- Facade Improvement	248,885.31	240,790.29	8,095.02
USDA Funds			
CCTC- Loan Loss Reserve	40,511.82	40,500.61	11.21
TSB- IRP 2016 (Formerly IRP 4)	74,627.45	72,197.38	2,430.07
TSB- RBEG	89,014.90	67,151.58	21,863.32
Total USDA Funds	204,154.17	179,849.57	24,304.60
Total Restricted Cash Accounts	453,394.02	425,149.00	28,245.02
CCTC- CDs			
Site Dev 8433	104,439.62	0.00	104,439.62
Land Acquisition (150)	555,596.92	0.00	555,596.92
Land Acquisition (879)	0.00	553,069.56	-553,069.56
Capital Improvement (284)	0.00	325,351.58	-325,351.58
Total CCTC- CDs	660,036.54	878,421.14	-218,384.60
Temporarily Restricted Cash Acc			
TSB-Owego Gardens	652,702.41	597,322.97	55,379.44
TSB-Crown Cork and Seal	100.67	105.67	-5.00
Community- BestBuy PILOT Acct.	369.98	369.98	0.00
Total Temporarily Restricted Cash Acc	653,173.06	597,798.62	55,374.44
Unrestricted Cash Accounts			
TSB- checking	643,534.18	225,455.96	418,078.22
TSB- general fund	25,826.94	25,791.30	35.64
Total Unrestricted Cash Accounts	669,361.12	251,247.26	418,113.86
Total Checking/Savings	2,969,841.22	2,454,119.57	515,721.65
Other Current Assets			
COVID-19 ERLP			
C-7-A	0.00	1,345.99	-1,345.99
C-5-A	0.00	210.86	-210.86
C-4-A	0.00	288.14	-288.14
Total COVID-19 ERLP	0.00	1,844.99	-1,844.99
Accounts Receivable 1300.01	84,453.05	704,453.05	-620,000.00
Allowance for Doubtful Accounts	-35,000.00	-35,000.00	0.00
Commercial Facade Loan Program			
Loan Rec - 2017-01-C	0.00	6,250.00	-6,250.00
Loan Rec - 2018-01-C	0.00	-5.00	5.00
Loan Rec - 2017-02-C	0.00	1,622.41	-1,622.41
Total Commercial Facade Loan Program	0.00	7,867.41	-7,867.41
RBEG			
RBEG 2023-01-A	92,188.79	100,000.00	-7,811.21
Loan Rec - RBEG 2019 -06	41,837.07	49,852.34	-8,015.27
Total RBEG	134,025.86	149,852.34	-15,826.48
IRP 4			
IRP 4 2023-01-A	57,618.04	62,500.00	-4,881.96
Loan Rec 2021-02-A	6,147.37	9,117.22	-2,969.85
Loan Rec 2021-01-A	55,519.72	63,078.89	-7,559.17
Loan Rec 2019-07-A	31,647.59	33,783.49	-2,135.90
Loan Rec - 2019 - 06A	52,479.38	62,315.20	-9,835.82
Loan Rec 2018-01-A	47,330.68	51,666.89	-4,336.21
Loan Rec 2017-04-A	24,498.48	26,801.76	-2,303.28
Loan Rec 2017-01-A	7,040.91	9,806.52	-2,765.61
Loan Rec 2009-02-A	48,051.58	48,251.58	-200.00
Total IRP 4	330,333.75	367,321.55	-36,987.80
Total Other Current Assets	513,812.66	1,196,339.34	-682,526.68
Total Current Assets	3,483,653.88	3,650,458.91	-166,805.03

Tioga County Industrial Development Agency

Balance Sheet

09/27/24

As of September 30, 2024

Accrual Basis

	Sep 30, 24	Sep 30, 23	\$ Change
Fixed Assets			
Land-Rizzuto	78,395.16	78,395.16	0.00
Land- Cavataio	2,500.00	2,500.00	0.00
Land-general	601,707.05	601,707.05	0.00
Land-Louns			
Lopke	8,993.03	8,993.03	0.00
Town of Nichols	20,000.00	20,000.00	0.00
Berry	2,452.20	2,452.20	0.00
Hess	259,561.43	259,561.43	0.00
Land-Louns - Other	230,932.53	139,612.53	91,320.00
Total Land-Louns	521,939.19	430,619.19	91,320.00
Land 434	376,800.36	376,800.36	0.00
Railroad Improvements	1,979,330.50	1,979,330.50	0.00
Z Accumulated Depreciation	-1,279,269.24	-1,257,126.24	-22,143.00
Total Fixed Assets	2,281,403.02	2,212,226.02	69,177.00
TOTAL ASSETS	5,765,056.90	5,862,684.93	-97,628.03
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
PILOT Payments			
V&S New York Galvanizing	0.00	32,186.91	-32,186.91
Spencer-Tioga Solar	96,986.00	95,084.00	1,902.00
Gateway Owego, LLC	2,000.00	1,900.00	100.00
Midwestern Pet Foods, Inc.	38,691.08	0.00	38,691.08
Crown Cork and Seal	300,000.00	300,000.00	0.00
Nichols Cross Dock School	190,017.98	0.00	190,017.98
Nichols Cross Dock - Other	0.00	143,632.71	-143,632.71
Total Nichols Cross Dock	190,017.98	143,632.71	46,385.27
Owego Gardens	24,976.00	24,488.00	488.00
Total PILOT Payments	652,671.06	597,291.62	55,379.44
Total Other Current Liabilities	652,671.06	597,291.62	55,379.44
Total Current Liabilities	652,671.06	597,291.62	55,379.44
Long Term Liabilities			
Tioga County COVID-19 ERLP	0.00	5,681.34	-5,681.34
Loan Pay- IRP 4	171,034.68	181,558.10	-10,523.42
Loan Pay- IRP 3	138,881.10	149,722.87	-10,841.77
Loan Pay- IRP 2	66,787.30	78,342.87	-11,555.57
Loan Pay- IRP 1	22,553.42	30,507.49	-7,954.07
Total Long Term Liabilities	399,256.50	445,812.67	-46,556.17
Total Liabilities	1,051,927.56	1,043,104.29	8,823.27
Equity			
Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 - Retained Earnings	3,410,150.09	3,694,570.69	-284,420.60
Net Income	-103,323.38	-281,292.68	177,969.30
Total Equity	4,713,129.34	4,819,580.64	-106,451.30
TOTAL LIABILITIES & EQUITY	5,765,056.90	5,862,684.93	-97,628.03

Tioga County Industrial Development Agency

Profit & Loss

January through September 2024

09/27/24

Accrual Basis

	Jan - Sep 24	Jan - Sep 23	\$ Change
Ordinary Income/Expense			
Income			
4160 · RJ Corman freight	97,681.67	31,987.34	65,694.33
Total 4160 · RJ Corman	97,681.67	31,987.34	65,694.33
Loan Commitment Fee	400.00	0.00	400.00
Loan Interest Income			
COVID-19 C-7-A	-27.47	117.85	-145.32
COVID-19 C-5-A	-7.19	34.88	-42.07
COVID-19 C-1-A	0.00	268.61	-268.61
COVID-19 C-4-A	-5.86	32.20	-38.06
RBEG 2019 -06	1,212.18	1,590.97	-378.79
IRP 4			
2023-01-A	2,081.58	0.00	2,081.58
2019 - 06A	1,698.49	1,988.72	-290.23
2021-02-A	140.70	220.31	-79.61
2021-01-A	972.89	1,240.67	-267.78
2019-07-A	1,281.58	1,363.86	-82.28
2018-02-A	0.00	35.13	-35.13
2018-01-A	1,760.37	1,911.82	-151.45
2017-04-A	669.25	1,046.82	-377.57
2017-01-A	158.89	207.79	-48.90
Total IRP 4	8,763.75	8,015.12	748.63
RBEG			
2023.01-A	3,330.56	0.00	3,330.56
Total RBEG	3,330.56	0.00	3,330.56
Loan Interest Income - Other	94.26	0.00	94.26
Total Loan Interest Income	13,360.23	10,059.63	3,300.60
Loan Program Fee			
COVID-19 ERLP	0.00	-111.50	111.50
IRP 4	0.00	1,625.00	-1,625.00
Total Loan Program Fee	0.00	1,513.50	-1,513.50
Loan Late Fee			
COVID-19 C-5-A	0.00	17.30	-17.30
COVID-19 C-1-A	0.00	216.50	-216.50
2017-01-A	0.00	21.60	-21.60
2018-01-C	0.00	5.00	-5.00
Total Loan Late Fee	0.00	260.40	-260.40
Loan Administrative Fee			
IRP 4	174.99	0.00	174.99
Loan Administrative Fee - Other	85.07	658.13	-573.06
Total Loan Administrative Fee	260.06	658.13	-398.07
4110 · Grants			
Workforce Coordinator	25,353.64	25,198.49	155.15
DRI-HCR	586,390.65	207,555.37	378,835.28
Total 4110 · Grants	611,744.29	232,753.86	378,990.43
Interest Income-			
CD 155 Site Dev com bank	1,224.44	0.00	1,224.44
Interest Income - TSB COVID19	-1.84	1.78	-3.62
CCTC- CD Site Development 2441	0.00	239.61	-239.61
CCTC- CD Site Development 2440	0.00	50.59	-50.59
CCTC- CD Site Development 2439	0.00	50.59	-50.59
Community- Facade Improvement	16.48	17.60	-1.12
CCTC Loan Loss Reserve Account	8.17	9.08	-0.91

2:45 PM

Tioga County Industrial Development Agency

Profit & Loss

09/27/24

January through September 2024

Accrual Basis

	Jan - Sep 24	Jan - Sep 23	\$ Change
TSB- checking	1,299.84	308.68	991.16
TSB-general fund	25.89	22.89	3.00
TSB- IRP 4	10.99	138.24	-127.25
TSB- RBEG	10.84	159.54	-148.70
Total Interest Income-	2,594.81	998.60	1,596.21
Leases/Licenses			
Swartwood	400.00	0.00	400.00
RR leases	0.00	-13.78	13.78
Leases/Licenses - Other	16,235.17	15,649.57	585.60
Total Leases/Licenses	16,635.17	15,635.79	999.38
4150 · Miscellaneous Income	12,418.80	0.00	12,418.80
4170 · PILOT Program Fees			
Best Bev	13,571.11	50,308.61	-36,737.50
Sales Tax Exempt App & AdminFee	0.00	2,645.00	-2,645.00
SunEast Valley Solar	0.00	2,500.00	-2,500.00
Tioga Downs	0.00	1,500.00	-1,500.00
4170 · PILOT Program Fees - Other	2,500.00	0.00	2,500.00
Total 4170 · PILOT Program Fees	16,071.11	56,953.61	-40,882.50
Total Income	771,166.14	350,820.86	420,345.28
Expense			
Grant Expense			
Richford Railroad	15,899.00	1,265.00	14,634.00
Raymond Hadley Water	48,879.00	1,617.00	47,262.00
Workforce Coordinator	12,186.50	25,198.49	-13,011.99
DRI-HCR	586,390.65	205,407.73	380,982.92
Total Grant Expense	663,355.15	233,488.22	429,866.93
Marketing	540.00	0.00	540.00
Loan Admin Fee			
IRP 4	260.06	80.40	179.66
Loan Admin Fee - Other	0.00	124.47	-124.47
Total Loan Admin Fee	260.06	204.87	55.19
Loan Program Expense			
Marketing	0.00	237.50	-237.50
Loan Program Expense - Other	60.00	73.25	-13.25
Total Loan Program Expense	60.00	310.75	-250.75
Property Maintenance	6,179.49	0.00	6,179.49
6120 · Bank Service Charges	15.00	86.80	-71.80
6160 · Dues and Subscriptions	950.00	1,924.00	-974.00
Employee benefit			
IRA Company Match	202.23	474.25	-272.02
Total Employee benefit	202.23	474.25	-272.02
6180 · Insurance			
Crime (Smith Brothers)	0.00	636.00	-636.00
WC (Utica)	266.00	280.00	-14.00
D & O (Philadelphia Ins. Co)	3,866.00	3,696.00	170.00
6190 · Disability (First Rehab Life)	344.41	375.29	-30.88
Employee Health (SSA)	2,309.00	5,374.66	-3,065.66
6185 · Property & Liability (Dryden)	12,758.14	12,458.71	299.43
RR Liability (Steadfast)	0.00	7,004.47	-7,004.47
Total 6180 · Insurance	19,543.55	29,825.13	-10,281.58
6200 · Interest Expense			

Tioga County Industrial Development Agency

Profit & Loss

January through September 2024

	Jan - Sep 24	Jan - Sep 23	\$ Change
6205 · Loan Int Exp Covid	0.00	646.42	-646.42
6220 · Loan Interest			
IRP 1	305.07	383.83	-78.76
IRP 2	783.43	897.84	-114.41
IRP 3	1,497.23	1,604.57	-107.34
IRP 4	1,815.58	1,919.77	-104.19
Total 6220 · Loan Interest	4,401.31	4,806.01	-404.70
6200 · Interest Expense - Other	206.97	0.00	206.97
Total 6200 · Interest Expense	4,608.28	5,452.43	-844.15
Lounsberry land	3,200.00	0.00	3,200.00
6240 · Miscellaneous	1,210.00	1,115.00	95.00
6550 · Office Supplies	0.00	549.90	-549.90
6560 · Payroll Expenses			
Payroll Expenses - HSA	600.00	1,350.00	-750.00
6560 · Payroll Expenses - Other	24,420.51	45,564.59	-21,144.08
Total 6560 · Payroll Expenses	25,020.51	46,914.59	-21,894.08
6270 · Professional Fees			
Bizilife LLC	4,965.85	4,868.50	97.35
Ec Dev Specialist Position	15,000.00	10,000.00	5,000.00
Administrative Services			
Tinney	22,000.00	17,875.00	4,125.00
Administrative Services - Other	5,493.56	0.00	5,493.56
Total Administrative Services	27,493.56	17,875.00	9,618.56
6650 · Accounting			
Jan Nolis	3,975.00	1,220.00	2,755.00
6650 · Accounting - Other	9,750.00	8,500.00	1,250.00
Total 6650 · Accounting	13,725.00	9,720.00	4,005.00
6280 · Legal Fees			
Loan Program Fees	0.00	0.00	0.00
6280 · Legal Fees - Other	54,947.50	28,540.55	26,406.95
Total 6280 · Legal Fees	54,947.50	28,540.55	26,406.95
6270 · Professional Fees - Other	25,000.00	962.00	24,038.00
Total 6270 · Professional Fees	141,131.91	71,966.05	69,165.86
6670 · Program Expense			
Water Tower	164.05	237,904.52	-237,740.47
Total 6670 · Program Expense	164.05	237,904.52	-237,740.47
Property Taxes			
Berry Road (313)	51.25	0.00	51.25
Berry Road (312)	102.49	0.00	102.49
Stanton Hill 9.64A Town Lot	225.72	222.30	3.42
96 · Smith Creek Rd	27.90	27.48	0.42
540 · Stanton Hill	170.82	168.24	2.58
Spring St	0.27	0.28	-0.01
Berry Road (47)	143.95	141.77	2.18
Carmichael Road	7.90	7.78	0.12
Smith Creek Road	23.92	23.55	0.37
Glenmary Drive	10.90	10.81	0.09
Metro Road	9.09	9.01	0.08
Total Property Taxes	774.21	611.22	162.99
Recording fees	0.00	390.00	-390.00
6300 · Repairs			

Tioga County Industrial Development Agency

Profit & Loss

09/27/24

Accrual Basis

January through September 2024

	Jan - Sep 24	Jan - Sep 23	\$ Change
6310 · Building Repairs	5,410.00	0.00	5,410.00
Total 6300 · Repairs	5,410.00	0.00	5,410.00
6770 · Supplies	1,735.77	528.36	1,207.41
6350 · Travel & Ent			
6380 · Travel	129.31	242.32	-113.01
6350 · Travel & Ent - Other	0.00	125.13	-125.13
Total 6350 · Travel & Ent	129.31	367.45	-238.14
Total Expense	874,489.52	632,113.54	242,375.98
Net Ordinary Income	-103,323.38	-281,292.68	177,969.30
Net Income	-103,323.38	-281,292.68	177,969.30

Tioga County Industrial Development Agency
Transaction Detail

09/27/24

September 2024

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Restricted Cash Accounts					
USDA Funds					
TSB- IRP 2016 (Formerly IRP 4)					
Deposit	09/06/2024			Deposit	321.55
Deposit	09/10/2024			Deposit	559.08
Deposit	09/18/2024			Deposit	286.18
Deposit	09/23/2024			Deposit	250.00
Total TSB- IRP 2016 (Formerly IRP 4)					1,416.81
Total USDA Funds					1,416.81
Total Restricted Cash Accounts					
Temporarily Restricted Cash Acc					
TSB-Owego Gardens					
Deposit	09/16/2024			Deposit	190,017.98
Deposit	09/18/2024			Deposit	38,691.08
Total TSB-Owego Gardens					228,709.06
Total Temporarily Restricted Cash Acc					228,709.06
Unrestricted Cash Accounts					
TSB- checking					
Check	09/03/2024	7310	Larson Design Group	Inv#131954 Richford Railroad Ave Flood Mitigation	-8,333.00
Check	09/03/2024	7311	Utica National Insurance Group	Acc# 203167809 Workers Comp Policy 5273358	-591.00
Check	09/03/2024	7312	Megan Schnabl	August 2024 Professional Services	-700.00
Check	09/03/2024	7313	BizLife LLC	August 2024 social media	-556.61
Deposit	09/09/2024			Deposit	809.96
Deposit	09/09/2024			Deposit	1,012.45
Check	09/11/2024	7314	O'Rourke Inc.	Inv#5148 - Asbestos Survey - North Ave Outbuildings	754.16
Check	09/11/2024	7315	LeeAnn Tinney	2024 Final Invoice	-1,104.00
Check	09/16/2024	7316	Economic Development & Planning	3rd QTR 2024 Ec Dev Support	-5,000.00
Check	09/16/2024	7317	Tioga County ED&P	Morning Times Ad Split Cost	-137.50
Check	09/23/2024	7318	Jan Nolis, CPA	Prof Svcs August 2024	-420.00
Deposit	09/25/2024			Deposit	200.00
Check	09/27/2024	7319	Megan Schnabl	September 2024 Professional Services	-1,500.00
Check	09/27/2024	7320	Casey Yelverton	September 2024 Professional Services	-1,193.56
Check	09/27/2024	7322	Thomas, Collison & Meagher	June 2024 Legal	-4,200.00
Total TSB- checking					-25,959.10
Total Unrestricted Cash Accounts					-25,959.10
TOTAL					204,166.77

TCIDA BUDGET
PARIS Submission 10-31-24

REV & FINANCIAL SOURCES

	Actual 2022	Actual 2023	Adopted 2024	2024 Actual as of 9/1/2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028
Operating Revenue								
Charges for Services								
Leases (Land/railroad)	\$ 13,965.57	\$ 15,635.79	\$ 15,000.00	\$ 16,435.17	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Loan fee income (admin, application("program"), & late fees)	\$ 1,011.72	\$ 3,021.16	\$ 3,000.00	\$ 660.06	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
<i>Suez Refund - E-Site</i>	\$ -	\$ 116,904.00	\$ 375,000.00	\$ 4,686.98	\$ -	\$ -	\$ -	\$ -
	\$ 14,977.29	\$ 135,560.95	\$ 393,000.00	\$ 21,782.21	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Rental & Financing Income								
RJ Corman/OHRY	\$ 79,877.22	\$ 53,584.29	\$ 50,000.00	\$ 97,681.67	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Other Operating Revenues								
Land Sale	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PILOT Application Fees	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<i>SunEast Valley Solar</i>	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Best Bev Co</i>	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PILOT Agency Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>SunEast Valley Solar</i>	\$ -	\$ -	\$ 466,827.00	\$ -	\$ 192,326.00	\$ 274,501.00	\$ -	\$ -
<i>Crown Cork & Seal</i>	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ 42,000.00	\$ -	\$ -	\$ -
<i>Best Bev Co</i>	\$ -	\$ 50,308.61	\$ -	\$ 13,571.11	\$ -	\$ -	\$ -	\$ -
<i>Tioga Downs Refinance - Agency Fee</i>	\$ -	\$ 1,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -
PILOT Annual Administration Fee \$1500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>SunEast Valley Solar</i>	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Sales Tax Only Application & Agency Fees	\$ -	\$ 5,836.81	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
DRI Owego - HCR - Administration Fee	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -
	\$ 47,000.00	\$ 60,145.42	\$ 520,327.00	\$ 16,071.11	\$ 295,826.00	\$ 286,001.00	\$ 11,500.00	\$ 11,500.00
Non-Operating Revenue								
Investment Earnings								
Interest on IDA funds (checking, ICS, savings/general fund, CD's)	\$ 6,528.89	\$ 1,234.18	\$ 900.00	\$ 2,400.95	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
Other non-operating revenue (int on other accts)	\$ 237.61	\$ 343.65	\$ 100.00	\$ 42.43	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Interest on loans	\$ 15,099.79	\$ 15,078.31	\$ 8,000.00	\$ 12,565.15	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
	\$ 21,866.29	\$ 16,656.14	\$ 9,000.00	\$ 15,008.53	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
State Subsidies/Grants								
<i>Waverly Trade Center</i>	\$ -	\$ -	\$ 453.05	\$ -	\$ -	\$ -	\$ -	\$ -
<i>ESD Water Tank</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Raymond Hadley Water Extension CFA Grant (50% TPC)</i>	\$ -	\$ -	\$ 23,650.00	\$ -	\$ 23,650.00	\$ -	\$ -	\$ -
<i>40,000SF PEMB Bldg Engineering Plan ARC Grant Match (50% TPC)</i>	\$ -	\$ -	\$ 26,050.00	\$ -	\$ 26,050.00	\$ -	\$ -	\$ -
<i>USDA RBDG - Lounsberry Study (no match)</i>					\$ 93,000.00			
<i>USDA RBDG - Equipment Lease (no match)</i>					\$ 99,000.00			
<i>DRI Owego - HCR</i>	\$ 687,514.84	\$ 384,307.65	\$ -	\$ 586,390.65	\$ 450,000.00	\$ -	\$ -	\$ -
<i>Workforce Coordinator ARC Grant</i>	\$ 11,597.70	\$ 25,198.49	\$ 38,000.00	\$ 25,353.64	\$ 10,000.00	\$ -	\$ -	\$ -
<i>Deluge Reimbursement</i>	\$ -	\$ -	\$ -	\$ 7,731.82	\$ -	\$ -	\$ -	\$ -
	\$ 699,112.54	\$ 409,506.14	\$ 88,153.05	\$ 619,476.11	\$ 701,700.00	\$ -	\$ -	\$ -
Federal Subsidies/Grants								
<i>Richford Railroad - DHSES</i>	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -
TOTAL REV & FINANCIAL SOURCES	\$ 862,833.34	\$ 675,452.94	\$ 1,105,480.05	\$ 770,019.63	\$ 1,146,526.00	\$ 390,001.00	\$ 115,500.00	\$ 115,500.00

EXPENDITURES

Operating Expenditures								
Salaries & Wages								
Executive Director	\$ 55,457.27	\$ 60,034.81	\$ 58,419.00	\$ 24,420.51	\$ -	\$ 58,419.00	\$ 58,419.00	\$ 58,419.00
Other Employee Benefits								
Health/dental insurance *IDA portion only-80%	\$ 5,612.65	\$ 6,461.26	\$ 7,391.98	\$ 2,309.00	\$ -	\$ -	\$ -	\$ -
I R A Company Match	\$ 836.94	\$ 609.07	\$ 600.00	\$ 202.23	\$ -	\$ 600.00	\$ 600.00	\$ 600.00
H S A	\$ 2,550.00	\$ 1,650.00	\$ 1,800.00	\$ 600.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
	\$ 8,999.59	\$ 8,720.33	\$ 9,791.98	\$ 3,111.23	\$ -	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00

Professional Service Contracts

<i>Legal *Rate inc from \$225/hr to \$250/hr in 2023</i>	\$ 39,690.00	\$ 35,040.55	\$ 45,000.00	\$ 50,747.50	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
<i>Recording Fees (TC Clerk - deed, PILOT release etc. & not in legal invoices)</i>	\$ -	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Accounting (Nolis)</i>	\$ 1,575.00	\$ 1,410.00	\$ 2,000.00	\$ 3,555.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<i>Accounting (Insero) *Contract thru 2025</i>	\$ 7,600.00	\$ 8,500.00	\$ 9,250.00	\$ 9,750.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
<i>L. Tinney</i>	\$ 25,500.00	\$ 24,250.00	\$ 10,625.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
<i>M. Schnabl</i>	\$ -	\$ -	\$ -	\$ 2,100.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
<i>B. Woodburn</i>	\$ -	\$ -	\$ -	\$ -	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00	\$ 22,800.00
<i>C. Yelverton</i>	\$ -	\$ -	\$ -	\$ -	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00
<i>Social media - BizLife</i>	\$ 6,280.00	\$ 6,505.60	\$ 6,646.63	\$ 4,409.24	\$ 6,779.51	\$ 6,915.20	\$ 7,053.44	\$ 7,053.44	\$ 7,053.44
<i>Photography/Videography - Deluge Media</i>	\$ -	\$ 12,834.50	\$ -	\$ -	\$ 3,000.00	\$ 3,060.00	\$ 3,121.20	\$ 3,121.20	\$ 3,183.62
<i>Contribution - Ec Dev Specialist</i>	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Contribution - Admin. Agreement</i>	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	\$ 100,645.00	\$ 108,930.65	\$ 93,521.63	\$ 97,561.74	\$ 144,979.51	\$ 147,175.20	\$ 147,374.64	\$ 147,437.06	\$ 147,437.06

*current contract 4/2024-3/2025;
*BizLife-2% annual increased pmt requested


Supplies & Materials (Insurance)

<i>Travel Accident *Policy Cancelled 2023 & fwd</i>	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Directors & Officers</i>	\$ 3,483.00	\$ 3,696.00	\$ 3,769.92	\$ 3,866.00	\$ 3,943.32	\$ 4,022.19	\$ 4,102.63	\$ 4,184.68	\$ 4,184.68
<i>Railroad</i>	\$ 29,055.60	\$ 7,004.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Property & Liability</i>	\$ 11,626.93	\$ 12,458.71	\$ 12,707.88	\$ 12,758.14	\$ 13,013.30	\$ 13,273.57	\$ 13,539.04	\$ 13,809.82	\$ 13,809.82
<i>Workmans Comp/Disability (annual portion refund received)</i>	\$ 1,018.80	\$ 655.29	\$ 668.40	\$ 610.41	\$ 622.62	\$ 635.07	\$ 647.77	\$ 660.73	\$ 660.73
<i>Crime Policy (paid once every 3 years)</i>	\$ -	\$ 636.00	\$ -	\$ -	\$ -	\$ 686.88	\$ -	\$ -	\$ -
	\$ 45,934.33	\$ 24,450.47	\$ 17,146.20	\$ 17,234.55	\$ 17,579.24	\$ 18,617.71	\$ 18,289.44	\$ 18,655.23	\$ 18,655.23

Other Operating Expenses

Fire Tax *2022 inc Rizutto parcels as taxable	\$ 1,840.06	\$ 611.22	\$ 623.44	\$ 774.21	\$ 789.69	\$ 805.49	\$ 821.60	\$ 838.03	\$ 838.03
Event Sponsor/Event Attendance	\$ 1,160.00	\$ 1,115.00	\$ 1,500.00	\$ 1,210.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Education	\$ 100.00	\$ 707.40	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
General Office Exp (supplies, postage, travel, etc)	\$ 4,604.44	\$ 2,445.75	\$ 3,500.00	\$ 1,865.08	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Bank Service Charges	\$ -	\$ 116.80	\$ -	\$ 15.00	\$ -	\$ -	\$ -	\$ -	\$ -
Dues & Subscriptions	\$ 1,769.00	\$ 1,924.00	\$ 2,000.00	\$ 950.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00

Non-Operating Expenditures	\$ 9,473.50	\$ 6,920.17	\$ 8,623.44	\$ 4,814.29	\$ 8,789.69	\$ 8,805.49	\$ 8,821.60	\$ 8,838.03
Payment of Principal on Bonds								
Interest & Financing Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Interest	\$ 5,919.93	\$ 5,727.98	\$ 4,504.00	\$ 4,608.28	\$ 3,992.56	\$ 3,579.73	\$ 3,162.76	\$ 2,759.53
Subsidies to other Public Authorities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Asset Outlay								
<i>Water Tank/OGII site</i>	\$ 709,883.90	\$ 298,361.26	\$ -	\$ 164.05	\$ -	\$ -	\$ -	\$ -
	\$ 709,883.90	\$ 298,361.26	\$ -	\$ 164.05	\$ -	\$ -	\$ -	\$ -
Grants & Donation Expense								
<i>Waverly Trade Center</i>	\$ -	\$ -	\$ 453.05	\$ -	\$ -	\$ -	\$ -	\$ -
<i>ESD Water Tank</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Raymond Hadley Water Extension CFA Grant (50% TPC)</i>	\$ -	\$ 1,617.00	\$ 22,033.00	\$ 23,650.00	\$ -	\$ -	\$ -	\$ -
<i>40,000SF PEMB Bldg Engineering Plan ARC Grant (50% TPC)</i>	\$ -	\$ -	\$ 26,050.00	\$ -	\$ 26,050.00	\$ -	\$ -	\$ -
<i>USDA RBDG - Lounsberry Study (no match)</i>	\$ -	\$ -	\$ -	\$ -	\$ 93,000.00	\$ -	\$ -	\$ -
<i>USDA RBDG - Equipment Lease (no match)</i>	\$ -	\$ -	\$ -	\$ -	\$ 99,000.00	\$ -	\$ -	\$ -
<i>DRI Owego - HCR</i>	\$ 686,531.62	\$ 382,160.01	\$ -	\$ 586,390.65	\$ 450,000.00	\$ -	\$ -	\$ -
<i>DRI Owego - HCR Admin. Fee to Tioga County</i>	\$ -	\$ -	\$ -	\$ -	\$ 47,500.00	\$ -	\$ -	\$ -
<i>Workforce Coordinator ARC Grant</i>	\$ 11,597.70	\$ 38,365.63	\$ -	\$ 12,186.50	\$ 10,000.00	\$ -	\$ -	\$ -
<i>Richford Railroad - DHSES</i>	\$ -	\$ 14,141.00	\$ 48,735.00	\$ 15,899.00	\$ -	\$ -	\$ -	\$ -
	\$ 698,129.32	\$ 436,283.64	\$ 97,271.05	\$ 638,126.15	\$ 725,550.00	\$ -	\$ -	\$ -
Other Non-Operating Expenditures								
Studies								
<i>Raymond Hadley Water Extension CFA Grant Match (50% TPC)</i>	\$ -	\$ -	\$ 23,650.00	\$ 25,229.00	\$ -	\$ -	\$ -	\$ -
<i>40,000SF PEMB Bldg Engineering Plan ARC Grant Match (50% TPC)</i>	\$ -	\$ -	\$ 26,050.00	\$ -	\$ 26,050.00	\$ -	\$ -	\$ -
<i>Buck Road Asbestos Survey</i>	\$ 3,120.00	\$ -	\$ -	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -
<i>Lounsberry Power Study</i>	\$ 3,848.00	\$ 962.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Southern Tier Clean Tech Study</i>	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -
	\$ 6,968.00	\$ 962.00	\$ 49,700.00	\$ 53,429.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Paint Program								
	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Loan Program								
<i>marketing, admin fee, credit rpt fee, bank fees</i>	\$ 1,476.48	\$ 568.37	\$ 1,000.00	\$ 722.56	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Property Purchase/Repairs								
<i>Property Maintenance</i>	\$ -	\$ 38.95	\$ -	\$ 5,075.49	\$ -	\$ -	\$ -	\$ -
<i>NV Depot - Building Repairs</i>	\$ -	\$ -	\$ -	\$ 5,410.00	\$ -	\$ -	\$ -	\$ -
<i>Property Cleanup/Shed Demolition adjacent to OACSD</i>	\$ -	\$ 297.50	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
	\$ -	\$ 336.45	\$ -	\$ 10,485.49	\$ 15,000.00	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 1,642,887.32	\$ 951,296.13	\$ 341,977.30	\$ 854,677.85	\$ 928,891.01	\$ 251,997.12	\$ 251,467.44	\$ 251,508.85
EXCESS (DEFICIENCY) OF REVENUES AND CAPITAL CONTRIBUTIONS OVER EXPENDITURES	\$ (780,053.98)	\$ (275,843.19)	\$ 763,502.75	\$ (84,658.22)	\$ 217,635.00	\$ 138,003.88	\$ (135,967.44)	\$ (136,008.85)
	Actual 2022	Actual 2023	Adopted 2024	Estimated 2024 Actual as of 9/1/2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028



BEST BEV
685 Broad St Ext, Waverly NY
607-213-3433

September 23,2024

Dear TCIDA Board of Directors,

Since March 2022, Best Bev, LLC has been engaged in the renovation and equipping of 685 Broad Street Ext Waverly, NY 14892 for providing co-packing, material sourcing, storage and brand distributions for beverage brands. The company projected an overall investment of 22.9 million in improvements and equipment while creating 65 full-time equivalent jobs.

The project has increased from the February 2024 estimate of 57 million to 67 million today in improvements and equipment costs. Several additional large machinery items have been added to the project to maximize the production output of the facility. Currently we have over 200 full-time employees. We are asking the board to extend the current termination date to June 30, 2025, and to increase our sales tax exemption to help lower the burden of finalizing our project while we focus on hiring and training new employees. To date, we have spent \$53,686,337.97 on goods related to the Project and subject to New York State and local sales and use taxes, resulting in an exemption amount of \$4,294,907.04. The revised estimated total purchase of goods relating to the Project and subject to New York State and local sales and use taxes is \$65,000,000 and, therefore, the revised total sales tax exemption requested is \$5,200,000 (8% of total Sales)

Thank you for your time and attention to this matter.



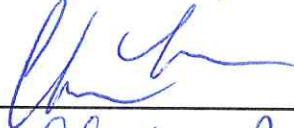
Ryan Uszenski
BestBev, LLC

BID SHEET

In response to this bid solicitation, please bid a combined total price that covers demolition of the addresses listed herein, for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work as outlined in following Schedule B.

The Tioga County Industrial Development Agency (TCIDA) is seeking bids for the demolition of the following properties. Contractor should submit a price for total cost of the demolition of all three properties combined.

Property	Demolition bid if awarded
Shed 1-3 located along the railroad	\$ 11, 200 ⁰⁰ / 100

Contractor Name: LCP Group, Inc.
Address: 3421 Vestal Rd Vestal, NY 13857
Telephone Number: 607-592-2866
Cell Number: 607-592-2866
E-mail Address: lcpgroup@yahoo.com
Signature: 
Print Name, Title: Christina Pierce CEO
Date: 9/27/24

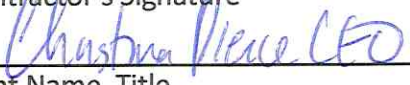
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, a bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (a) The price of the bid has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder, or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, or indirectly, to any other bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person(s), partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.



Contractor's Signature


Print Name, Title


Date

Sworn before me this 27th day
of September 2024.



Notary Public

Gary L. Lasky
Notary Public – State of New York
No. 01LA6383951
Qualified in Broome County
My Commission Expires December 3, 2026


BID SHEET

In response to this bid solicitation, please bid a combined total price that covers demolition of the addresses listed herein, for all labor, materials, equipment, supplies, and incidentals as necessary and required to complete the work as outlined in following Schedule B.

The Tioga County Industrial Development Agency (TCIDA) is seeking bids for the demolition of the following properties. Contractor should submit a price for total cost of the demolition of all three properties combined.

Property	Demolition bid if awarded
Shed 1-3 located along the railroad	35,000.00

Contractor Name: Contento Demolition
Address: 119 Pindleton St Cortland NY 13045
Telephone Number: 607-753-8136
Cell Number: 607-745-4949
E-mail Address: anthony @ Contento NY. Com

Signature: 
Print Name, Title: Anthony Contento, Vice-President
Date: 9-21-24

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid, a bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (a) The price of the bid has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder, or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, or indirectly, to any other bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person(s), partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Anthony Contento
Contractor's Signature
Anthony Contento Vice-President
Print Name, Title
9-21-24
Date

Sworn before me this 23Rd day
of Sept 2024.

Linda L. Martin
Notary Public

LINDA L. MARTIN
Notary Public - State of New York
No. 01MA5038692
Qualified in Cayuga County
My Commission Expires Jan.30, 2025

September 12, 2024

Leeann Tinney
TCIDA Consultant
Tioga County Industrial Development Agency
56 Main St.
Owego, NY 13827

Re: Tioga County Industrial Development Agency, Project #135,374

Dear Ms. Tinney:

On behalf of the New York State Urban Development Corporation doing business as Empire State Development (ESD), I am pleased to inform you that ESD's President & Chief Executive Officer, Hope Knight, has approved \$23,650 in assistance for the project referenced above.

This approval is contingent upon the approval of the State Division of the Budget and the receipt of funds by ESD.

I am pleased to enclose duplicate signed Grant Disbursement Agreements ("GDA") for the above-referenced project. Please **execute both and return one original** to Carrie McKeiver, your project manager, within 30 days, with the following attachments:

- A completed IRS W-9 form necessary for taxpayer identification.
- Exhibit H-1, M/WBE Participation / Equal Opportunity Policy Statement
- Wire transfer information in the form of a letter from a financial officer of the grantee certifying the bank name, account name, account number and ABA routing number.

Please be advised that disbursement of funds may occur after ESD receives the grant funds and receives one fully executed GDA and all required documentation in a form acceptable to ESD, as consistent with all relevant exhibits of the Grant Disbursement Agreement. Please include the attached checklist with each request for disbursement of funds.

Please contact Carrie McKeiver, your Project Manager, at (607) 721-8607 should you have any questions. We look forward to working with you on this project.

Sincerely,



Glendon McLeary
Vice President and Director of Loans & Grants

Attachment: Checklist to Accompany Each Request for Disbursement of Funds

cc: Carrie McKeiver
Omar Sanders

Checklist to Accompany Each Request for Disbursement of Funds

After the GDA is executed, the Organization can request disbursement of funds, assuming that all requirements for disbursement have been met. Required documentation is detailed in the GDA.

Check below that you have read, understood, complied with, or provided the specific information requested in each item. Your Project Manager can answer any questions.

Project Name: Tioga County Industrial Development Agency, Project #135,374

Payment Request #__ (Grantee, please fill in number of the payment request (1, 2, 3, etc.) and complete the checklist below with each Payment request)

Grant Disbursement Agreement Type:

Working Capital-Miscellaneous

It is recommended that Grantee contact Project Manager prior to sending in first payment request.

Disbursement Terms - Grantee must comply with requirements before submitting a payment request

✓ Discretionary Working Capital Grant GDA - Exhibit F - Disbursement Terms

Payment Requisition Form: Exhibit G Items #3 and #4 under Certification— *please check this to signify your understanding and acceptance of these items as well as the rest of the Certification in Exhibit G*

Prepare and submit documentation in support of each payment request (as applicable) – *Please check that your payment request documentation is in accordance with the attachments to Exhibit G*

Documentation of project costs:

Exhibit G-2: Contractor requisitions, invoices/receipts including cancelled checks (front and back); or bank statements or any other form of proof of payment.

Exhibit B: Reports – Final Report (if by Grantee) or Consultant’s Final Report (Work Product) shall contain the following acknowledgement: “Funding provided by a grant from Empire State Development.” Also note that ESD’s project manager is required to approve the report in draft form, before a final is issued.

Exhibit C: Consultant/Contractor/Vendor/Disclosure Statement – Grantee to make disclosures for each consultant, contractor or vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less. Grantee must also attach a contract for any consultant(s), contractor(s) and vendor(s) that require this disclosure.

Confirmation and Status of Equity

- Exhibit G-3 - Signed affidavit from an officer of the Grantee stating equity was expended in a manner set forth in the agreement. Definition of Equity: Equity Amount refers to the Grantee's share of the project cost, not the total project cost, and should not include financing from other sources. Enter the Equity amount in Paragraph #3, first part.
- This Exhibit also requests that you enter the total project cost in Paragraph #3, second part.

Office of Contractor and Supplier Diversity (OCSD)

Include filled in Exhibits H-1 with executed GDA.

Bank Information

- Verify bank information for each subsequent payment request

This **GRANT DISBURSEMENT AGREEMENT (“Agreement”)** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

**NEW YORK STATE
URBAN DEVELOPMENT
CORPORATION d/b/a
EMPIRE STATE DEVELOPMENT
("ESD"):**

44 Hawley Street, Room 1508
Binghamton, NY 13901
Contact: Carrie McKeiver
Phone: (607) 721-8607
E-mail: carrie.mckeiver@esd.ny.gov

THE GRANTEE:

Tioga County Industrial Development Agency (TCIDA)
56 Main Street
Owego, NY 13827
Contact: Leeann Tinney, TCIDA Consultant
Phone: (607) 687-8259
E-mail: lmtnney@tiogacounty.ny.gov
Federal Taxpayer ID#: 16-1194974

THE PROJECT:

Tioga County -Raymond Hadley Water Capacity Working Capital

PROJECT NUMBER:

135,374

GRANT AMOUNT:

\$23,650

FUNDING SOURCE:

Urban and Community Development Program (RC12)

ESD APPROVAL DATE:

July 18, 2024

EXPIRATION DATE:

December 31, 2025

TERMS AND CONDITIONS

1. The Project

- (a) The project will occur as described in Exhibit A and the ESD Approval materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to ESD the report(s) as required in Exhibit B.
- (c) The Grantee will provide the consultant/contractor/vendor disclosure required by Exhibit C.

2. Project Budget and Use of Funds

The Grantee will perform the project in accordance with the overall project budget, which includes the Grant funds, set forth in Exhibit D to this Agreement. The Grant will be applied only to eligible expenses, which are separately identified.

3. Conditions Precedent to Disbursement of the Grant

No grant funds shall be disbursed unless the Grantee is in compliance with the terms and conditions of this Agreement, including, but not limited to, Exhibit F (Disbursement Terms), and the following conditions have been satisfied (and as to 3 (c) below continues to be satisfied prior to each disbursement):

- (a) If the Grant amount exceeds \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) Any necessary approval has been issued by the Director of Budget of the state of New York, and the Grant funds have been received by ESD.
- (c) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.
- (d) The Grantee has completed, signed, had notarized, and delivered to ESD the Disclosure and Accountability Certification appearing as Exhibit J to this Agreement and the Corporation has, in its sole discretion, considered the disclosure, if any, made therein and determined to proceed in making the Grant.

4. Disbursement

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee, in the manner as set forth in Exhibit F, the amount of eligible expenses actually incurred by the Grantee, upon presentation to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit G and its attachments.
- (b) The last ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required under this Agreement have been completed to ESD's satisfaction.

- (c) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant amount.

5. Non-Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit H to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to defend, indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees ") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.
- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

- (c) It is duly organized, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.
- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders. The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and that the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESD arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (i) The Grant shall be used solely for eligible expenses in accordance with the terms and conditions of this Agreement.
- (j) It is solely responsible and has sufficient funding for all Project costs in excess of the Grant.

- (k) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (l) The Grantee shall report in writing to ESD any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
 - (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (n) Any report or other product of the Grant, after approval of such product by ESD, shall contain the following acknowledgment:

"Funding provided by a grant from
Empire State Development"
- (o) ESD may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (p) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of ESD and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
 - (iv) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
 - (v) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph 9(a)(i) or 9(a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraph 9(a)(iii), 9(a)(iv) and 9(a)(v) are not subject to the cure provisions provided herein.
- (c) Upon such termination of this Agreement, ESD shall withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the Project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

12. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 12 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g),(j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

13. Notices

- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
 - (i) via certified or registered United States mail, return receipt requested;
 - (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name: Carrie McKeiver
Title: Project Manager
Address: 44 Hawley Street, Room 1508
Binghamton, NY 13901
Telephone Number: (607) 721-8607
E-Mail Address: Carrie.McKeiver@esd.ny.gov

With a copy to:

Title: General Counsel
Address: 655 Third Avenue, 3rd Floor, New York, NY 10017
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3975

Tioga County Industrial Development Agency

Name: Leeann Tinney
Title: TCIDA Consultant
Address: 56 Main Street
Owego, NY 13827
Telephone Number: (607) 687-8259
E-Mail Address: lmtinney@tiogacounty.ny.gov

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

14. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

16. Integration/Modification

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A-1 and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

18. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

19. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

20. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

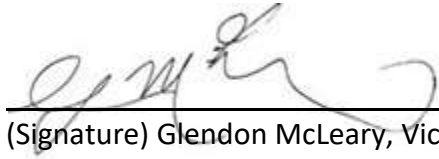
21. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

Tioga County Industrial Development Agency, Project Number 135,374

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT



(Signature) Glendon McLeary, Vice President and Director, Loans and Grants

September 12, 2024

(date)

GRANTEE: Tioga County Industrial Development Agency

(Signature) Leeann Tinney, TCIDA Consultant

(Printed name and title)

Date: _____

ESD GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Description
EXHIBIT A-1	ESD Approval Materials
EXHIBIT B	Report
EXHIBIT C	Consultant/Contractor/Vendor/Disclosure Statement
EXHIBIT D	Project Budget
EXHIBIT E	Opinion of Counsel
EXHIBIT F	Disbursement Terms
EXHIBIT G	Payment Requisition Form
EXHIBIT G-1	Payment Requisition Cover Letter
EXHIBIT G-2	Project Cost Documentation
EXHIBIT G-2A	Project Cost Summary for ESD-Eligible Expenses
EXHIBIT G-3	Equity and Total Project Cost Expenditure Documentation
EXHIBIT H	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT H-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT H-2	Staffing Plan
EXHIBIT H-3	Workforce Employment Utilization Report
EXHIBIT H-4	M/WBE Utilization Plan
EXHIBIT H-5	Waiver Request Form
EXHIBIT H-6	M/WBE Contractor Compliance and Payment Report
EXHIBIT I	Special Provisions

EXHIBIT A: Project Description

Tioga County Industrial Development Agency, Project 135,374

TASKS and TIMELINE

Task #	Task Description	Anticipated Time Schedule
1	Project Completion Date	April 2024
2	Submit Final Report (Exhibit B) and Final Work Product* with Final Request for Reimbursement and Proof of Total Project Expenditures Larson Engineering Group complied a detailed report of the results of a feasibility study to design a water main extension from the Town of Van-Etten to a business located in the Town of Spencer.	December 2024

EXHIBIT A-1: ESD Approval Materials

See Materials Attached

G. Tioga County - Raymond Hadley Water Capacity Working Capital (135,374)

July 18, 2024

- Grantee:** Tioga County Industrial Development Agency (“Tioga IDA” or the “Organization”)
- ESD Investment:** A grant of up to \$23,650, to be used for a portion of the cost to conduct a feasibility study
- Project Location:** 89 Tompkins Street, Spencer, Tioga County
- Proposed Project:** The Tioga County Industrial Development Agency will complete a feasibility study of how to extend water from the Town of Van Etten in Chemung County to the Town of Spencer in Tioga County. The water main extension will be for the benefit of the Raymond Headley Corporation, a food processing operation that currently relies on well water.
- Project Type:** Working Capital Feasibility Study
- Regional Council:** The project is consistent with the Southern Tier Regional Economic Development Council’s focus on supporting local businesses in their efforts to expand workforce recruitment and retention.

Industry – Industrial Development

Organizational History – The Tioga County Industrial Development Agency was created in 1970 as a public benefit corporation of the State of New York. The TCIDA’s goal is to assist in creating and maintaining jobs, thereby strengthening the economic base of the community as well as improving the quality of life of the residents of Tioga County.

Ownership – The Tioga IDA is a public benefit corporation

Size - All facilities are located in Owego, NY.

Market – Tioga County

ESD Involvement – The Tioga IDA needed to conduct a study of how to extend water from the Town of Van Etten in Chemung County to the Town of Spencer in Tioga County. The extension would consist of 13,000 feet of water main requiring the creation of a new water district.

In July 2022, the Tioga IDA applied under Round 12 of the Consolidated Funding Application to close a gap in its project budget to hire an engineer to provide conceptual

Tioga County - Raymond Hadley Water Capacity Working Capital (135,374)

July 18, 2024

designs and an engineering study for the project. In December 2022, ESD made the Organization a grant of up to \$23,650 to be used for a portion of the cost of its water capacity feasibility study which it accepted in January 2023. With access to a water main the Grantee will be able to respond to business opportunities it currently cannot with its present reliance on well water.

Past ESD Support - Funding for the past five years to the Grantee, totaling \$1.28 million is summarized in the following chart:

Program	Project #	Amount	Date Start (ESD Directors' Approval date)	Date End (Project Completion: Contract Expiration)	Purpose
Regional Council Capital Fund	AB017	\$350,000	September 15, 2022	April 17, 2023	Capital Grant -Develop a new and improved water system for the TCIDA owned 36.3-acre site.
Upstate Revitalization Initiative	AA616	\$930,000	November 15, 2018	December 31, 2023	Capital Grant- Construction of a new facility and purchase of new machinery.

The Project:

Completion – May 2024

Activity – Larson Engineering Group compiled a detailed report of the results of a feasibility study to design a water main extension from the Town of Van-Etten to a business located in the Town of Spencer.

Results - Upon completion of the project, the Grantee will furnish a final report describing the impact and effectiveness of the project.

Financing Uses	Amount	Financing Sources	Amount	Percent
Engineering & Design	\$47,300	ESD Grant	\$23,650	50%
		Company Equity	23,650	50%
Total Project Costs	\$47,300	Total Project Financing	\$47,300	100%

Tioga County - Raymond Hadley Water Capacity Working Capital (135,374)

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Grantee Contact - John Ward, IDA Board President
923 State Route 17c
Owego, NY 13827
Phone: (607) 687-2090 x0629
E-mail: jward@tiogsbank.com

<u>Project Team</u> -	Origination	Carly Creed-Herman
	Project Management	Carrie McKeiver
	Environmental	Nicole Francis

Financial Terms and Conditions:

1. The Grantee will be obligated to advise ESD of any materially adverse changes in its financial condition prior to disbursement.
2. The Grantee will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Grantee's written acceptance of ESD's offer. Equity is defined as cash injected into the project by the Grantee or by investors, and should be auditable through Grantee financial statements or Grantee accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.
3. Up to \$23,650 will be disbursed to Grantee in a lump sum, upon documentation of eligible working capital project costs totaling \$47,300 and completion of the project substantially as described in these materials, , , assuming that all project approvals have been completed and funds are available. Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after November 16, 2022, to be considered eligible project costs. All disbursements must be requested by April 1, 2025.
4. ESD may reallocate the project funds to another form of assistance, at an amount no greater than \$23,650, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the Grantee and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by ESD's Chief Executive Officer.

Environmental:

This project is a Type II action under SEQRA and since this is a consent item, no environmental review language is needed.

Tioga County - Raymond Hadley Water Capacity Working Capital (135,374)

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Non-Discrimination and Contractor & Supplier Diversity:

The Project is not a “state contract,” as defined in § 310(13) of the New York State Executive Law. Therefore, ESD will not establish Minority and Women-owned Business Enterprise participation goals for the Project. The grantee shall be required to adhere to ESD’s non-discrimination and Equal Employment Opportunity policy in performing the Project.

Statutory Basis – Regional Council Capital Fund:

The funding was authorized in the 2022-2023 New York State budget and reappropriated in the 2023-2024 and 2024-2025 New York State budgets. No residential relocation is required as there are no families or individuals residing on the site.

EXHIBIT B: Report

Tioga County Industrial Development Agency, Project 135,374

All projects must submit a Final Report. This Final Report, which outlines the project's goals, implementation, results and challenges, is subject to review and comment by ESD. The last disbursement of Grant funds, pursuant to Exhibit F of this Agreement, will not be made until the Final Report is approved by ESD.

If applicable, the draft final work product must be submitted for ESD review per Exhibit A. The work product does not take the place of the Final Report.

Date of report: _____ Type of report: Final
Amount of Grant: \$23,650 Total Program Cost: \$ _____
Project start date: _____ Project completion date: _____

Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals.
- III. Describe specific results of the Project.
- IV. Evaluate the Project's overall effectiveness.
- V. Describe any challenges or unexpected events that arose in implementing the Project.
- VI. We would appreciate feedback regarding this ESD program. Please comment on any interactions you had with ESD before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESD related to the project. You may submit the answer with your report or under separate cover to:

Sheryl McLeish
ESD
Loans & Grants Department Administrator
655 Third Avenue
New York, NY 10017

EXHIBIT C: Consultant/Contractor/Vendor Disclosure Statement

Tioga County Industrial Development Agency
Tioga County Industrial Development Agency, Project 135,374

Grantee must complete this form for each consultant, contractor or vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less. Grantee must attach a contract for any consultant(s) and contractor(s) used.

I, _____, am the _____ of _____ (the "Grantee"), an entity that is duly organized and validly existing under the laws of the State of New York.

I attest that (Consultant/Contractor/Vendor) _____ was chosen as a consultant/contractor/vendor on Project #135,374 by the Grantee to (Describe Services) _____

No member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest in the consultant/contractor/vendor as defined by Section 8(m)(iii) of this agreement.

I attest that (Consultant/Contractor/Vendor) _____ was chosen for its services/products through a process of (Describe method of selection, including efforts to involve Minority and/or Women-owned Business Enterprises, as defined in Exhibit H, and a description of any relationship between the grantee and the Consultant/Contractor/Vendor.) _____

Signature: _____ Print Name: _____

Title: _____ Date: _____

EXHIBIT D: Project Budget

Tioga County Industrial Development Agency, Project 135,374

USES	ESD Eligible Expenses	In-Kind Equity	TOTAL
Engineering & Design	\$23,650	\$23,650	\$47,300
Total Project Cost:	\$23,650	\$23,650	\$47,300

**EXHIBIT E: Opinion of Counsel
Intentionally Deleted**

EXHIBIT F: Disbursement Terms

Tioga County Industrial Development Agency
Tioga County Industrial Development Agency, Project 135,374

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

ESD shall reimburse the Grantee the amount of Eligible Expenses actually incurred by the Grantee, in a lump sum upon completion of the project, as evidenced by the Final Work Product, documentation of engineering and design project expenditures of \$47,300, and compliance with all requirements as described in Exhibit A-1, upon presentation to ESD of a Payment Requisition Form together with such supporting documentation* as ESD may require, in the form attached to this Agreement as Exhibit G and its attachments.

Expenses must be incurred on or after November 16, 2022, to be considered eligible project costs.

*Supporting documentation must include copies of invoices as well as proof of payment (e.g. cancelled checks (both sides), bank statements, paid credit card statements, or other proof of payment).

Grantee must submit all documentation for the final disbursement of the Grant by no later than April 1, 2025.

ESD reserves the right to require additional documentation to support payment requisitions.

Wire Transfer Information:

If ESD assistance is \$10,000 or greater, please provide a letter from a financial officer of the grantee certifying to the accuracy of the following information:

Bank Name: _____

ABA #: _____

Acct. Name: _____

Acct. #: _____

EXHIBIT G: Payment Requisition Form

Tioga County Industrial Development Agency, Project 135,374 (Attn: Carrie McKeiver)

Payment Request # _____ for \$ _____ for work completed between _____ and _____ for Task # _____.

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA. ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

USES	A: ESD SHARE	B: ESD APPROVED REVISIONS	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Engineering and Design	\$23,650				
TOTAL	\$23,650				

FUNDING STATUS

1	Total Project Cost per Exhibit D	\$47,300
2	Total Eligible Expenses Incurred to Date (including this request)	
3	Balance to be Expended (Line 1 minus Line 2)	

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which Tioga County Industrial Development Agency is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Tioga County Industrial Development Agency, are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2) I have the authority to submit this invoice on behalf of Tioga County Industrial Development Agency. The tasks have been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
 - ___ Exhibit B: Final report indicating project completion date and what was accomplished with grant funds
 - ___ Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
 - ___ Exhibit G-2: Project Cost Documentation (Invoices/receipts for Eligible Expense goods/services with Back-up Summary)
 - ___ Exhibit G-3: Equity Expenditures and Project Cost Affidavit
 - ___ Other: Final Work Product (2 copies if printed, 1 if digital)
- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

At any point in the course of your project, ESD would appreciate feedback regarding this ESD program. Please comment on the application, project approval, and/or payment reimbursement process or any other interactions with ESD related to the project. You may submit your feedback under separate cover to Glendon McLeary, Vice President and Director of Loans & Grants, 655 Third Avenue, NY, NY 10017. Please include your Project Number and Project Name which are listed at the top of this exhibit on your submission.

Thank you.

EXHIBIT G-1: Payment Requisition Cover Letter

****ON GRANTEE'S LETTERHEAD****

Date

Carrie McKeiver
Empire State Development
44 Hawley Street
Binghamton, New York 13901

RE: Tioga County Industrial Development Agency, Project 135,374, Project Manager: Carrie McKeiver

Dear Carrie McKeiver:

Enclosed please find our request for payment/reimbursement. The package includes the following:

1. Completed Exhibit B: Final Report
2. Final Work Product – (2 copies) – (2 copies if printed, 1 if digital)
3. Completed Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
4. Completed Exhibit G: Payment Requisition Form
5. Project Cost Documentation – Completed Exhibit G-2 – Payment Requisition Back-up Summary, including supporting documentation and invoices
6. Office of Contractor and Supplier Diversity completed forms, as applicable

If any further information is needed, please give me a call at () _____.

Signature

Print Name: _____

Title: _____

Enclosures

Exhibit G-2: DOCUMENTATION OF PROJECT COSTS
Project Cost Summary for Costs totaling \$47,300
[Invoices and proof of payment must be included for this amount or greater amount]

Tioga County Industrial Development Agency, Project #135,374

Item # *	Check #	\$ Amount	Invoice date	Vendor Name	Description of Item or Service
TOTAL:					

PREPARED BY: _____ DATE: _____

* Items shall be numbered 1, 2, 3, etc. Also indicate the corresponding item number clearly on any supporting documentation such as cancelled checks, bank statements and invoices. If construction is being documented with AIA forms, please be sure that all applicable sections are completed, signed & notarized.

EXHIBIT G-3: EQUITY EXPENDITURES* AND PROJECT COST AFFIDAVIT**

Tioga County Industrial Development Agency, Project Number 135,374

***Equity Amount** refers to the Grantee's share of the project cost, **not** the total project cost, and should not include financing from sources other than the Grantee.

****Project Cost** should correspond to the total stated in Exhibit G-2

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

The Undersigned, being duly sworn, deposes and says:

1. I, _____, am the _____ of _____ (the "Grantee"), a not-for-profit organization that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of a certain Grant Disbursement Agreement (the "Agreement") executed by and between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Grantee dated the _____ day of _____, 20____.

3. After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do certify, on the Grantee's behalf, that the **equity* expenditures** by the Grantee were incurred in the manner set forth in the Agreement and such expenditures were equal to or greater than _____ Dollars (\$_____).

After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do further certify, on the Grantee's behalf, that the costs for the project were incurred in the manner set forth in the Agreement and the **total cost of the project**** was equal to or greater than _____ Dollars (\$_____).

4. I make this affidavit and the certifications contained herein to induce ESD to disburse the grant under the terms of the Agreement, knowing that ESD will rely on the statements contained herein. I am aware that the swearing of a false oath is a Class A misdemeanor and may be a Class E felony.

By:
Name:
Title:

Subscribed and sworn to before me
this ____ day of _____, 20

Notary Public

EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Recipient of the subject Grant Disbursement Agreement (the “Recipient” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this Contract, the ESD hereby establishes an overall goal of **0%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the

EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Recipient shall comply with the following provisions of Article 15-A:

1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT H-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
4. The Recipient's EEO policy statement shall include the following language:
 - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Recipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Recipient's obligations herein.
 - d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EXHIBIT H-2: Staffing Plan

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and

EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

submit it as part of the executed Contract.

- D. EXHIBIT H-3: Work Force Employment Utilization Report (“Workforce Report”)
1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
 3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT H-4) either prior to, or at the time of, the execution of the Contract.
- B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.
- C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

V. Waivers

- A. For Waiver Requests Recipient should use the Waiver Request Form (EXHIBIT H-5).
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT H-6) to the ESD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages/Recapture - MWBE Participation

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds (“Recapture”).
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.



EXHIBIT H-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, ___ (REPRESENTATIVE), of the ___ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at ___.

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this ___ day of ___, 20__.

By: _____
(SIGNATURE)

Print Name:

Title:

Minority Business Enterprise Liaison

___ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

EXHIBIT H-2 - STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

Intentionally Deleted



**EXHIBIT H-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Intentionally Deleted



**Empire State
Development**

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB UTILIZATION PLAN

EXHIBIT H-4

Intentionally Deleted

Intentionally Deleted



**Empire State
Development**

EXHIBIT H-6

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

Intentionally Deleted

EXHIBIT I: Special Provisions

In the event of any conflict between Exhibit A-1 of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.

The following section of the Terms and Conditions of this Agreement is waived: Section 3(d).

It is noted that the funding source has been updated on the cover page of this Agreement.