



**Tioga County Industrial Development Agency  
February 6, 2019 • 4:30pm•  
Ronald E. Dougherty County Office Building  
56 Main Street, Owego, NY 13827  
Agenda**

Call to Order and Introductions

Attendance

IDA Board Members

Roll Call: R. Kelsey, A. Gowan, M. Sauerbrey, J. Ceccherelli, T. Monell, K. Dougherty

Absent:

Excused: K. Gillette

Guests: C. Curtis, C. Haskell, J. Meagher, L. Tinney, B. Woodburn

Privilege of the Floor: Corey Green

Approval of Minutes:

- A. January 2, 2019 Regular Meeting Minutes

Financials

- A. [Balance Sheet](#)
- B. [Profit & Loss](#)
- C. [Transaction Detail; Cash Accounts Only](#)
- D. [Jan 2018 – Dec 2018 Operating Income & Expense](#)
- E. 2018 Investment Report

Project Updates: C. Curtis

- A. Owego Gardens
  - 1. [Tioga County Soil & Water Review](#)
  - 2. Combined Storm Water Pollution Prevention Plan (SWPPP)
- B. Project Steel
  - 1. Land Purchase in Progress
  - 2. CAP Funds (DOT)

New Business: L. Tinney / C. Curtis / B. Woodburn

- A. Homestead (B. Woodburn)
  - 1. [Homestead DRI Draft Application](#)
  - 2. [Homestead Map](#)
  - 3. [Project Cost Estimate](#)
- B. Owego Gardens II (L. Tinney)



1. [PILOT Application](#)
  - a. [Structure Chart](#)
  - b. [PILOT Schedule](#)
  - c. [Purchase & Sale Agreement](#)
  - d. [Sources & Uses](#)
  - e. [Financial Report 2016](#) & [Financial Report 2017](#)
  - f. [Home Leasing projects](#)
  - g. Public Hearing Tentative Date – Wednesday February 27<sup>th</sup>
- C. Best Buy
  1. PILOT Application
  2. Public Hearing Tentative Date – Wednesday February 22<sup>nd</sup>
- D. Tioga County IT Shared Services Agreement
  1. [Shared Services Agreement](#)
  2. [Catalog of Services Agreement](#)
  3. [Shared Services Formulas Agreement](#)
- E. E-Site Brush Hog
- F. [Tioga Chamber Centennial Celebration](#)

Old Business: C. Curtis

- A. Public Authority Accountability Act (PAAA)
  1. Audit Committee Report: R. Kelsey, A. Gowan, K. Dougherty
    - a. [The Bonadio Group Signed 2018 Audit Agreement](#)
  2. Loan Committee Report: R. Kelsey, A. Gowan, K. Dougherty
    - a. EMVC Loan Modification to Commitment Letter
      1. Life Insurance required for Stephen & Benjamin only
  3. Governance Committee Report: J. Ceccherelli, R. Kelsey, A. Gowan
    - a. [R. Kelsey & C. Curtis ABO Webinar Complete](#)
    - b. [Review Mission Statement Annually ABO Slide](#)
      1. [Mission Statement](#)
    - c. [Affidavit of Fiduciary Duties Slide](#)
    - d. [Sales Tax Exemption Oversight](#)
    - e. Employee Evaluation for C. Curtis in progress
    - f. Health Insurance Recommendation
  4. Sexual Harassment Training – October 2019 Deadline
- B. ED&P Update: L. Tinney

PILOT Updates: C. Curtis

- A. Town & County Fire Tax Bills distributed
- B. PILOT Bills distributed
- C. Best Buy formula errors
- D. Crown Cork & Seal formula error

## Tioga County Industrial Development Agency

## Balance Sheet

As of January 31, 2019

	Jan 31, 19	Jan 31, 18	\$ Change
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking/Savings			
Restricted Cash Accounts			
Community- Facade Improvement	64,394.05	90,139.91	-25,745.86
CCTC- Industrial Park	11,995.37	12,000.37	-5.00
USDA Funds			
CCTC- Loan Loss Reserve	40,424.79	40,406.28	18.51
TSB- IRP 2016 (Formerly IRP 4)	224,003.26	199,318.14	24,685.12
TSB- RBEG	205,558.94	205,521.74	37.20
TSB- marketing	1,477.44	1,497.04	-19.60
Total USDA Funds	471,464.43	446,743.20	24,721.23
Total Restricted Cash Accounts	547,853.85	548,883.48	-1,029.63
CCTC- CDs			
Land Acquisition (879)	528,439.10	528,439.10	0.00
Capital Improvement (284)	310,716.91	310,716.91	0.00
Total CCTC- CDs	839,156.01	839,156.01	0.00
Temporarily Restricted Cash Acc			
TSB-Owego Gardens	84.35	22,188.35	-22,104.00
TSB-Crown Cork and Seal	105.67	154.21	-48.54
Community- BestBuy PILOT Acct.	600,163.24	600,077.52	85.72
Total Temporarily Restricted Cash Acc	600,353.26	622,420.08	-22,066.82
Unrestricted Cash Accounts			
TSB ICS	2,131,047.73	0.00	2,131,047.73
TSB- checking	29,429.15	2,335,280.39	-2,305,851.24
TSB- general fund	125,518.93	125,225.87	293.06
Total Unrestricted Cash Accounts	2,285,995.81	2,460,506.26	-174,510.45
Total Checking/Savings	4,273,358.93	4,470,965.83	-197,606.90
<b>Other Current Assets</b>			
Accounts Receivable 1300.01	329,158.69	396,817.49	-67,658.80
Allowance for Doubtful Accounts	-35,000.00	-35,000.00	0.00
Commercial Facade Loan Program			
Loan Rec - 2017-01-C	41,250.00	0.00	41,250.00
Loan Rec - 2018-03-C	20,000.00	0.00	20,000.00
Loan Rec - 2018-02-C	2,724.00	0.00	2,724.00
Loan Rec - 2018-01-C	7,920.02	9,450.00	-1,529.98
Loan Rec - 2017-03-C	9,820.00	12,820.00	-3,000.00
Loan Rec - 2017-02-C	30,281.10	33,992.64	-3,711.54
Loan Rec - 2016-03-C	12,032.76	15,314.52	-3,281.76
Loan Rec - 2016-02-C	28,472.36	36,111.20	-7,638.84
Loan Rec - 2016-01-C	5,808.82	7,796.10	-1,987.28
Loan Rec - 2015-06-C	13,170.90	17,195.36	-4,024.46
Loan Rec - 2014-01-C	3,390.60	5,255.54	-1,864.94
Loan Rec - 2015-01-C	0.00	9,999.93	-9,999.93
Loan Rec - 2015-02-C	0.00	1,188.00	-1,188.00
Loan Rec - 2015-05-C	10,481.01	13,773.42	-3,292.41
Commercial Facade Loan Program - Other	150.00	0.00	150.00
Total Commercial Facade Loan Program	185,501.57	162,896.71	22,604.86
<b>IRP 4</b>			
Loan Rec 2018-02-A	9,388.68	0.00	9,388.68
Loan Rec 2018-01-A	68,796.12	71,876.85	-3,080.73
Loan Rec 2017-05-A	15,819.54	20,519.39	-4,699.85
Loan Rec 2017-04-A	36,830.08	38,796.47	-1,966.39
Loan Rec 2017-03-A	17,009.37	18,821.98	-1,812.61
Loan Rec 2017-02-A	73,736.68	89,642.25	-15,905.57
Loan Rec 2017-01-A	20,982.15	23,114.56	-2,132.41
Loan Rec 2016-01-A	20,635.52	28,448.73	-7,813.21
Loan Rec 2015-03-A	5,149.72	8,040.38	-2,890.66
Loan Rec 2013-02-A	-14.16	2,755.49	-2,769.65
Loan Rec 2009-02-A	51,651.58	52,851.58	-1,200.00
Total IRP 4	319,985.28	354,867.68	-34,882.40
<b>IRP 3</b>			
Loan Rec 2013-01-A	0.00	3,794.35	-3,794.35
Loan Rec 2007-08-A	27,429.75	33,678.20	-6,248.45
Total IRP 3	27,429.75	37,472.55	-10,042.80
<b>IRP 2</b>			
Loan Rec 2011-03-A	35,393.72	46,390.51	-10,996.79
Total IRP 2	35,393.72	46,390.51	-10,996.79
Total Other Current Assets	862,469.01	963,444.94	-100,975.93
<b>Total Current Assets</b>	5,135,827.94	5,434,410.77	-298,582.83
<b>Fixed Assets</b>			
Asset WWTP	0.00	2,899,623.29	-2,899,623.29
Land- Mitchell	58,453.51	58,453.51	0.00

## Tioga County Industrial Development Agency

## Balance Sheet

As of January 31, 2019

	Jan 31, 19	Jan 31, 18	\$ Change
<b>Equipment</b>			
2012 computer upgrade	1,436.88	1,436.88	0.00
Equipment - Other	264.00	264.00	0.00
<b>Total Equipment</b>	1,700.88	1,700.88	0.00
<b>Land- Cavataio</b>	2,500.00	2,500.00	0.00
Land-general	584,257.05	202,679.24	381,577.81
<b>Land-Louns</b>			
Lopke	8,993.03	5,000.00	3,993.03
Town of Nichols	20,000.00	20,000.00	0.00
Hess	259,561.43	259,561.43	0.00
Land-Louns - Other	139,612.53	139,612.53	0.00
<b>Total Land-Louns</b>	428,166.99	424,173.96	3,993.03
<b>Land 434</b>	376,800.36	376,800.36	0.00
<b>Railroad Improvements</b>	1,979,330.50	1,979,330.50	0.00
<b>Z Accumulated Depreciation</b>	-1,154,503.43	-1,154,503.43	0.00
<b>Total Fixed Assets</b>	2,276,705.86	4,790,758.31	-2,514,052.45
<b>Other Assets</b>			
HUD Loan Program			
L/R 2014-01-A	0.00	96,232.38	-96,232.38
L/R 2009-04-A	0.00	39,461.83	-39,461.83
<b>Total HUD Loan Program</b>	0.00	135,694.21	-135,694.21
<b>Total Other Assets</b>	0.00	135,694.21	-135,694.21
<b>TOTAL ASSETS</b>	<b>7,412,533.80</b>	<b>10,360,863.29</b>	<b>-2,948,329.49</b>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable			
20000 - Accounts Payable	0.00	18,633.74	-18,633.74
<b>Total Accounts Payable</b>	0.00	18,633.74	-18,633.74
<b>Other Current Liabilities</b>			
2100 - Payroll Liabilities	1,646.82	1,646.82	0.00
<b>PILOT Payments</b>			
Midwestern Pet Foods, Inc.	0.00	3,286.45	-3,286.45
Crown Cork and Seal	-28.54	46,488.35	-46,516.89
+ - 231 Main Town/County	-0.01	2,310.18	-2,310.19
Owego Gardens	50.00	22,134.00	-22,084.00
School - 231 Main Street	0.01	0.00	0.01
CNYOG	-0.01	1,709,049.88	-1,709,049.89
Best Buy PP	600,000.00	600,000.00	0.00
Rynone	44.08	0.00	44.08
<b>Total PILOT Payments</b>	600,065.53	2,383,268.86	-1,783,203.33
<b>Total Other Current Liabilities</b>	601,712.35	2,384,915.68	-1,783,203.33
<b>Total Current Liabilities</b>	601,712.35	2,403,549.42	-1,801,837.07
<b>Long Term Liabilities</b>			
Loan Pay- IRP 4	232,632.80	242,546.34	-9,913.54
Loan Pay- IRP 3	202,342.67	212,556.11	-10,213.44
Loan Pay- IRP 2	134,427.04	145,312.91	-10,885.87
Loan Pay- IRP 1	69,112.00	76,605.09	-7,493.09
Tioga County HUD prog			
2014-01-A	0.00	96,231.99	-96,231.99
2009-04-A	0.00	39,461.83	-39,461.83
<b>Total Tioga County HUD prog</b>	0.00	135,693.82	-135,693.82
<b>Total Long Term Liabilities</b>	638,514.51	812,714.27	-174,199.76
<b>Total Liabilities</b>	1,240,226.86	3,216,263.69	-1,976,036.83
<b>Equity</b>			
Board Designated Funds	1,406,302.63	1,406,302.63	0.00
1110 - Retained Earnings	4,772,284.53	5,771,758.35	-999,473.82
Net Income	-6,280.22	-33,461.38	27,181.16
<b>Total Equity</b>	6,172,306.94	7,144,599.60	-972,292.66
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>7,412,533.80</b>	<b>10,360,863.29</b>	<b>-2,948,329.49</b>

**Tioga County Industrial Development Agency**  
**Profit & Loss Prev Yr. Comparison**  
**January 2019**

02/05/19

Accrual Basis

	Jan 19	Jan 18	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Loan Interest Income</b>			
<b>IRP 2</b>			
2011-03-A	151.38	197.01	-45.63
<b>Total IRP 2</b>	151.38	197.01	-45.63
<b>IRP 3</b>			
2013-01-A	0.00	17.38	-17.38
2007-08-A	145.90	359.40	-213.50
<b>Total IRP 3</b>	145.90	376.78	-230.88
<b>IRP 4</b>			
2018-02-A	31.70	0.00	31.70
2017-03-A	35.75	39.52	-3.77
2017-05-A	34.01	50.69	-16.68
2017-01-A	44.12	105.55	-61.43
2017-02-A	156.41	189.48	-33.07
2016-01-A	88.76	121.18	-32.42
2015-03-A	22.48	34.48	-12.00
2013-02-A	0.00	12.41	-12.41
<b>Total IRP 4</b>	413.23	553.31	-140.08
<b>Total Loan Interest Income</b>	710.51	1,127.10	-416.59
<b>Loan Late Fee</b>			
2015-03 · 2015-03-A	10.00	0.00	10.00
<b>Total Loan Late Fee</b>	10.00	0.00	10.00
<b>4110 · Grants</b>			
Waverly Trade Center DOT Grant	8,380.00	0.00	8,380.00
<b>Total 4110 · Grants</b>	8,380.00	0.00	8,380.00
<b>Interest Income-</b>			
Community- Facade Improvement	0.00	8.14	-8.14
CCTC Loan Loss Reserve Account	0.00	1.83	-1.83
Community- Lounsberry	0.00	9.86	-9.86
TSB- checking	0.00	36.93	-36.93
TSB-general fund	0.00	8.51	-8.51
TSB- IRP 4	0.00	13.89	-13.89
TSB- RBEG	0.00	5.31	-5.31
TSB- marketing	0.00	0.04	-0.04
<b>Total Interest Income-</b>	0.00	84.51	-84.51
<b>Leases/Licenses</b>			
RR leases	414.11	0.00	414.11
Leases/Licenses - Other	0.00	414.11	-414.11
<b>Total Leases/Licenses</b>	414.11	414.11	0.00
<b>Total Income</b>	9,514.62	1,625.72	7,888.90
<b>Expense</b>			
Waverly Trade Center DOT Grant	8,380.00	0.00	8,380.00
6120 · Bank Service Charges	0.00	15.00	-15.00
<b>E=mt3</b>			
site preparation	0.00	200.00	-200.00
<b>Total E=mt3</b>	0.00	200.00	-200.00
<b>Employee benefit</b>			
IRA Company Match	0.00	129.24	-129.24
IRA	0.00	129.24	-129.24

## Tioga County Industrial Development Agency

02/05/19

## Profit &amp; Loss Prev Yr. Comparison

Accrual Basis

January 2019

	Jan 19	Jan 18	\$ Change
Total Employee benefit	0.00	258.48	-258.48
6180 · Insurance			
6185 · Property & Liability (Dryden)	0.00	88.33	-88.33
Total 6180 · Insurance	0.00	88.33	-88.33
6550 · Office Supplies			
other	17.50	0.00	17.50
6550 · Office Supplies - Other	0.00	184.13	-184.13
Total 6550 · Office Supplies	17.50	184.13	-166.63
6560 · Payroll Expenses			
M. Tinney	0.00	1,086.90	-1,086.90
6560 · Payroll Expenses - Other	2,537.10	6,304.35	-3,767.25
Total 6560 · Payroll Expenses	2,537.10	7,391.25	-4,854.15
6250 · Postage and Delivery	36.37	23.19	13.18
6270 · Professional Fees			
Administrative Services			
Haskell	0.00	628.00	-628.00
Tinney	0.00	1,500.00	-1,500.00
Total Administrative Services	0.00	2,128.00	-2,128.00
6650 · Accounting			
Jan Nolis	0.00	441.25	-441.25
Total 6650 · Accounting	0.00	441.25	-441.25
6655 · Consulting	0.00	19,500.00	-19,500.00
6280 · Legal Fees	4,185.00	2,117.50	2,067.50
6270 · Professional Fees - Other	200.00	0.00	200.00
Total 6270 · Professional Fees	4,385.00	24,186.75	-19,801.75
Property Taxes			
96 · Smith Creek Rd	0.00	2,197.55	-2,197.55
540 · Stanton Hill	0.00	81.74	-81.74
Spring St	0.00	0.22	-0.22
Berry Road (47)	0.00	97.94	-97.94
Carmichael Road	0.00	3.74	-3.74
Smith Creek Road	0.00	16.27	-16.27
Glenmary Drive	0.00	10.06	-10.06
Metro Road	0.00	8.39	-8.39
Total Property Taxes	0.00	2,415.91	-2,415.91
Real Estate Taxes	351.06	0.00	351.06
Recording fees	0.00	80.00	-80.00
6770 · Supplies			
6790 · Office	67.81	244.06	-176.25
6770 · Supplies - Other	20.00	0.00	20.00
Total 6770 · Supplies	87.81	244.06	-156.25
Total Expense	15,794.84	35,087.10	-19,292.26
Net Ordinary Income	-6,280.22	-33,461.38	27,181.16
Net Income	<b>-6,280.22</b>	<b>-33,461.38</b>	<b>27,181.16</b>

**Tioga County Industrial Development Agency**  
**Profit & Loss Prev Yr. Comparison**  
**January 2019**

02/05/19

Accrual Basis

	Jan 19	Jan 18	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Loan Interest Income</b>			
<b>IRP 2</b>			
2011-03-A	151.38	197.01	-45.63
<b>Total IRP 2</b>	151.38	197.01	-45.63
<b>IRP 3</b>			
2013-01-A	0.00	17.38	-17.38
2007-08-A	145.90	359.40	-213.50
<b>Total IRP 3</b>	145.90	376.78	-230.88
<b>IRP 4</b>			
2018-02-A	31.70	0.00	31.70
2017-03-A	35.75	39.52	-3.77
2017-05-A	34.01	50.69	-16.68
2017-01-A	44.12	105.55	-61.43
2017-02-A	156.41	189.48	-33.07
2016-01-A	88.76	121.18	-32.42
2015-03-A	22.48	34.48	-12.00
2013-02-A	0.00	12.41	-12.41
<b>Total IRP 4</b>	413.23	553.31	-140.08
<b>Total Loan Interest Income</b>	710.51	1,127.10	-416.59
<b>Loan Late Fee</b>			
2015-03 · 2015-03-A	10.00	0.00	10.00
<b>Total Loan Late Fee</b>	10.00	0.00	10.00
<b>4110 · Grants</b>			
Waverly Trade Center DOT Grant	8,380.00	0.00	8,380.00
<b>Total 4110 · Grants</b>	8,380.00	0.00	8,380.00
<b>Interest Income-</b>			
Community- Facade Improvement	0.00	8.14	-8.14
CCTC Loan Loss Reserve Account	0.00	1.83	-1.83
Community- Lounsberry	0.00	9.86	-9.86
TSB- checking	0.00	36.93	-36.93
TSB-general fund	0.00	8.51	-8.51
TSB- IRP 4	0.00	13.89	-13.89
TSB- RBEG	0.00	5.31	-5.31
TSB- marketing	0.00	0.04	-0.04
<b>Total Interest Income-</b>	0.00	84.51	-84.51
<b>Leases/Licenses</b>			
RR leases	414.11	0.00	414.11
Leases/Licenses - Other	0.00	414.11	-414.11
<b>Total Leases/Licenses</b>	414.11	414.11	0.00
<b>Total Income</b>	9,514.62	1,625.72	7,888.90
<b>Expense</b>			
Waverly Trade Center DOT Grant	8,380.00	0.00	8,380.00
6120 · Bank Service Charges	0.00	15.00	-15.00
<b>E=mt3</b>			
site preparation	0.00	200.00	-200.00
<b>Total E=mt3</b>	0.00	200.00	-200.00
<b>Employee benefit</b>			
IRA Company Match	0.00	129.24	-129.24
IRA	0.00	129.24	-129.24

## Tioga County Industrial Development Agency

02/05/19

## Profit &amp; Loss Prev Yr. Comparison

Accrual Basis

January 2019

	Jan 19	Jan 18	\$ Change
Total Employee benefit	0.00	258.48	-258.48
6180 · Insurance			
6185 · Property & Liability (Dryden)	0.00	88.33	-88.33
Total 6180 · Insurance	0.00	88.33	-88.33
6550 · Office Supplies			
other	17.50	0.00	17.50
6550 · Office Supplies - Other	0.00	184.13	-184.13
Total 6550 · Office Supplies	17.50	184.13	-166.63
6560 · Payroll Expenses			
M. Tinney	0.00	1,086.90	-1,086.90
6560 · Payroll Expenses - Other	2,537.10	6,304.35	-3,767.25
Total 6560 · Payroll Expenses	2,537.10	7,391.25	-4,854.15
6250 · Postage and Delivery	36.37	23.19	13.18
6270 · Professional Fees			
Administrative Services			
Haskell	0.00	628.00	-628.00
Tinney	0.00	1,500.00	-1,500.00
Total Administrative Services	0.00	2,128.00	-2,128.00
6650 · Accounting			
Jan Nolis	0.00	441.25	-441.25
Total 6650 · Accounting	0.00	441.25	-441.25
6655 · Consulting	0.00	19,500.00	-19,500.00
6280 · Legal Fees	4,185.00	2,117.50	2,067.50
6270 · Professional Fees - Other	200.00	0.00	200.00
Total 6270 · Professional Fees	4,385.00	24,186.75	-19,801.75
Property Taxes			
96 · Smith Creek Rd	0.00	2,197.55	-2,197.55
540 · Stanton Hill	0.00	81.74	-81.74
Spring St	0.00	0.22	-0.22
Berry Road (47)	0.00	97.94	-97.94
Carmichael Road	0.00	3.74	-3.74
Smith Creek Road	0.00	16.27	-16.27
Glenmary Drive	0.00	10.06	-10.06
Metro Road	0.00	8.39	-8.39
Total Property Taxes	0.00	2,415.91	-2,415.91
Real Estate Taxes	351.06	0.00	351.06
Recording fees	0.00	80.00	-80.00
6770 · Supplies			
6790 · Office	67.81	244.06	-176.25
6770 · Supplies - Other	20.00	0.00	20.00
Total 6770 · Supplies	87.81	244.06	-156.25
Total Expense	15,794.84	35,087.10	-19,292.26
Net Ordinary Income	-6,280.22	-33,461.38	27,181.16
Net Income	<b>-6,280.22</b>	<b>-33,461.38</b>	<b>27,181.16</b>



## Tioga County Industrial Development Agency

02/05/19

## Transaction Detail by Account

Accrual Basis

January 2019

Type	Date	Num	Name	Memo	Amount
<b>Restricted Cash Accounts</b>					
<b>Community- Facade Improvement</b>					
Deposit	01/02/2019			Loan Payment	625.00
Deposit	01/02/2019			Loan Payment	250.00
Deposit	01/09/2019			Facade Loan Paym...	840.04
Deposit	01/25/2019			Facade Loan Paym...	273.48
Deposit	01/25/2019			Facade Loan Paym...	152.86
Total Community- Facade Improvement					2,141.38
<b>USDA Funds</b>					
<b>TSB- IRP 2016 (Formerly IRP 4)</b>					
Deposit	01/03/2019			Loan Pymt	3,013.03
Deposit	01/09/2019			Loan Payment	2,057.69
Deposit	01/25/2019			Loan payment	478.92
Total TSB- IRP 2016 (Formerly IRP 4)					5,549.64
Total USDA Funds					5,549.64
Total Restricted Cash Accounts					7,691.02
<b>Unrestricted Cash Accounts</b>					
<b>TSB- checking</b>					
Deposit	01/03/2019			Lease Pymt	414.11
Check	01/04/2019	6177	Madison K. Tinn...	Dec 2018 Professio...	-200.00
Deposit	01/09/2019			WTC Pass Through	2,500.00
Check	01/09/2019	6178	Christine E Curtis	Pay period: 12/23/2...	-1,268.55
Check	01/09/2019	6179	Tioga County Tr...	TC Information Tec...	-17.50
Check	01/09/2019	6180	Tioga County Tr...	Postage Charges 4t...	-36.37
Check	01/17/2019	6181	Thomas, Colliso...	Legal, December 20...	-4,185.00
Check	01/17/2019	6182	Saratoga Railro...	WTC Pass Thru Fu...	-2,500.00
Check	01/17/2019	6183	Curcio Printing	Invoice # 51270 C....	-20.00
Check	01/18/2019	6184	Tioga County Tr...	TC Information Tec...	-40.01
Deposit	01/18/2019			Pass Through	8,380.00
Deposit	01/18/2019			OHRV	10,441.20
Check	01/18/2019	6185	Tioga County Tr...	Personnel Invoice #...	-27.80
Check	01/18/2019	6186	Erdman Anthony	Invoice 55236; Wav...	-8,380.00
Check	01/23/2019	6187	Christine E Curtis	Pay period: 1/6/201...	-1,268.55
Check	01/28/2019	6188	Tioga County Tr...	2019 Town & Count...	-351.06
Total TSB- checking					3,440.47
Total Unrestricted Cash Accounts					3,440.47
<b>TOTAL</b>					<b>11,131.49</b>

**Tioga County Industrial Development Agency**  
**2018 Operating Income vs. Operating Expense**  
 January through December 2018

	Jan - Dec 18	Jan - Dec 17	\$ Change
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Loan Program Fee</b>			
Facade	100.00	1,213.00	-1,113.00
IRP 4	2,347.50	1,332.88	1,014.62
Loan Program Fee - Other	200.00	1,285.00	-1,085.00
<b>Total Loan Program Fee</b>	2,647.50	3,830.88	-1,183.38
<b>Program Fees</b>	0.00	-117.20	117.20
<b>4110 · Grants</b>	1,696,136.00	0.00	1,696,136.00
<b>Interest Income-</b>			
CCTC CD Land Acquisition (879)	0.00	6,034.00	-6,034.00
TSB- checking	547.47	880.46	-332.99
TSB-general fund	185.57	100.13	85.44
Interest Income- - Other	0.00	5,179.41	-5,179.41
<b>Total Interest Income-</b>	733.04	12,194.00	-11,460.96
<b>Leases/Licenses</b>			
RR leases	0.00	10,465.54	-10,465.54
Leases/Licenses - Other	11,998.08	1,014.11	10,983.97
<b>Total Leases/Licenses</b>	11,998.08	11,479.65	518.43
<b>OHRy</b>			
freight	131,691.30	138,405.85	-6,714.55
OHRy - Other	10,441.20	0.00	10,441.20
<b>Total OHRy</b>	142,132.50	138,405.85	3,726.65
<b>4170 · PILOT Program Fees</b>	2,500.00	0.00	2,500.00
<b>Total Income</b>	1,856,147.12	165,793.18	1,690,353.94
<b>Expense</b>			
<b>Education</b>	3,801.80	0.00	3,801.80
<b>conference</b>	0.00	980.00	-980.00
<b>Copies</b>	191.96	124.70	67.26
<b>6160 · Dues and Subscriptions</b>	1,655.00	510.00	1,145.00
<b>E=mt3</b>			
site preparation	200.00	0.00	200.00
E=mt3 - Other	655.00	0.00	655.00
<b>Total E=mt3</b>	855.00	0.00	855.00
<b>Employee benefit</b>			
IRA	1,766.79	1,467.72	299.07
<b>Total Employee benefit</b>	1,766.79	1,467.72	299.07
<b>6180 · Insurance</b>			
Travel/Accident (Hartford)	750.00	750.00	0.00
D & O (Philadelphia Ins. Co)	3,287.00	4,502.00	-1,215.00
6190 · Disability (First Rehab Life)	0.00	256.88	-256.88
Employee Dishonesty (Utica)	0.00	625.00	-625.00
Employee Health (SSA)	2,992.64	0.00	2,992.64
6185 · Property & Liability (Dryden)	11,788.19	8,900.11	2,888.08
RR Liability (Steadfast)	20,883.84	19,456.88	1,426.96
WC (Amtrust)	208.00	864.00	-656.00
<b>Total 6180 · Insurance</b>	39,909.67	35,354.87	4,554.80
<b>6240 · Miscellaneous</b>	-0.08	0.00	-0.08
<b>6550 · Office Supplies</b>			
other	399.65	621.55	-221.90
stationary	0.00	135.00	-135.00
ink cartridges	0.00	232.42	-232.42

**Tioga County Industrial Development Agency**  
**2018 Operating Income vs. Operating Expense**

02/05/19

Accrual Basis

January through December 2018

	Jan - Dec 18	Jan - Dec 17	\$ Change
6550 · Office Supplies - Other	1,061.32	0.00	1,061.32
<b>Total 6550 · Office Supplies</b>	<b>1,460.97</b>	<b>988.97</b>	<b>472.00</b>
6560 · Payroll Expenses	55,137.36	57,595.11	-2,457.75
6250 · Postage and Delivery	144.89	248.40	-103.51
6270 · Professional Fees			
Administrative Services			
Haskell	10,428.00	7,536.00	2,892.00
Tinney	19,250.00	18,000.00	1,250.00
Administrative Services - Other	500.00	0.00	500.00
<b>Total Administrative Services</b>	<b>30,178.00</b>	<b>25,536.00</b>	<b>4,642.00</b>
6650 · Accounting			
Piaker & Lyons	9,500.00	9,500.00	0.00
Jan Nolis	3,688.75	1,870.00	1,818.75
<b>Total 6650 · Accounting</b>	<b>13,188.75</b>	<b>11,370.00</b>	<b>1,818.75</b>
6280 · Legal Fees			
Special Project Fees	0.00	467.50	-467.50
6280 · Legal Fees - Other	39,932.50	27,917.00	12,015.50
<b>Total 6280 · Legal Fees</b>	<b>39,932.50</b>	<b>28,384.50</b>	<b>11,548.00</b>
6270 · Professional Fees - Other	31,859.50	10,056.00	21,803.50
<b>Total 6270 · Professional Fees</b>	<b>115,158.75</b>	<b>75,346.50</b>	<b>39,812.25</b>
Property Taxes			
Berry Road (47)	97.94	112.64	-14.70
Carmichael Road	3.74	3.41	0.33
Smith Creek Road	16.27	18.71	-2.44
Glenmary Drive	10.06	9.06	1.00
Metro Road	8.39	7.55	0.84
<b>Total Property Taxes</b>	<b>136.40</b>	<b>151.37</b>	<b>-14.97</b>
6300 · Repairs			
6310 · Building Repairs	748.30	0.00	748.30
<b>Total 6300 · Repairs</b>	<b>748.30</b>	<b>0.00</b>	<b>748.30</b>
6770 · Supplies			
6790 · Office	518.49	0.00	518.49
6770 · Supplies - Other	100.00	259.32	-159.32
<b>Total 6770 · Supplies</b>	<b>618.49</b>	<b>259.32</b>	<b>359.17</b>
6340 · Telephone	320.08	223.49	96.59
6350 · Travel & Ent			
6370 · Meals	325.93	366.12	-40.19
6380 · Travel	978.28	2,936.49	-1,958.21
<b>Total 6350 · Travel &amp; Ent</b>	<b>1,304.21</b>	<b>3,302.61</b>	<b>-1,998.40</b>
<b>Total Expense</b>	<b>223,209.59</b>	<b>176,553.06</b>	<b>46,656.53</b>
<b>Net Ordinary Income</b>	<b>1,632,937.53</b>	<b>-10,759.88</b>	<b>1,643,697.41</b>
<b>Net Income</b>	<b>1,632,937.53</b>	<b>-10,759.88</b>	<b>1,643,697.41</b>

**Tioga County Industrial Development Agency  
Investment Report  
2018**

The Tioga County Industrial Development Agency's (the "Agency") investment policy for investments is governed by New York State statutes. As of December 31, 2017, the only investments held by the TCIDA were the certificates of deposit, checking, and savings accounts listed below. The Agency mitigates interest rate risk by utilizing a simple laddering strategy to manage the average duration of the Agency's investments. The Agency does not purchase investments in a foreign currency and is not exposed to foreign currency risk.

**Certificates of Deposits held by TCIDA as of 12/31/2018**

**Chemung Canal Trust Company**

	Amount	Interest Earned	Maturity Date	Rate	Total	
Land Acquisition (879)	\$ 534,542.01	\$ 6,103.30	10/21/2020	1.15%	\$ 534,542.01	Balance as of 12/31/2018
Capital Improvement (284)	\$ 314,305.93	\$ 3,588.68	9/11/2020	1.15%	\$ 314,305.93	Balance as of 12/31/2018
		\$ 9,691.98				

**Total funds held in certificates of deposit** **\$ 848,847.94**

**Accounts held by TCIDA as of 12/31/2018**

**Tioga State Bank**

	Amount	Interest Earned	Maturity Date	Rate	Total
General Fund - Savings	\$ 125,518.93	\$ 185.57	NA	0.08%	\$ 125,518.93
General Fund - Checking	\$ 30,763.61	\$ 547.47	NA	0.06%	\$ 30,763.61
Loan Marketing	\$ 1,477.44	\$ 0.44	NA	0.03%	\$ 1,477.44

**Chemung Canal Trust**

Industrial Park	\$ 11,995.37	None	NA	NA	\$ 11,995.37
Loan Loss Reserve Account	\$ 40,424.79	\$ 20.34	NA	0.05%	\$ 40,424.79
		\$ 753.82			

**Total funds held in accounts** **\$ 210,180.14**

Total Investment 2018 \$ 1,059,028.08  
 Total Interest Earned 2018 \$ 10,445.80

\*Interest only earned on balances of \$25,000 and above as of April 1, 2013.

Owego Gardens  
Tioga County Soil & Water – 1/7/19 Meeting Summary  
Summary Agreed Upon by Wendy Walsh & Mike Jura

A. We should research:

- 1) The reach of original Storm Water Plan Design- How much water was it designed to maintain? Did the plan cover the entire property or just a portion? If covered entire site, then need to follow up with engineer regarding stormwater/drainage concern.
- 2) The design for the work OG just completed for the filling of the swale. Was this part of the original SWPPP (Stormwater Pollution Prevention Plan) or did they just attempt remedial action to address an issue?
- 3) Who holds the storm water permit- OG or IDA? Is it closed yet? Does the storm water plan designer need to make changes?

B. Dependent on answers to the above, IF anything needs to happen to the creek, TC Soil & Water said the following:

- 1) Add to the bank that Mr. Kemmerling created to make it wider and taller. This would block water flowing out of the creek and into his yard. This would be low cost and non-damaging to the creek. (The bank is outside of the creek, between the creek and yard). Also, cut the large shrub but leave the roots. This would assist in re-direction of water back into the creek.
- 2) Don't rip-rap. Kemmerling's damage is a capacity issue, not an erosion issue. If you tear up anything in the creek it will lead to a domino effect. The trees are perceived to be stable for now. Also there is a significant head cut issue in the stream that if you begin work will need to be addressed and will be extremely costly.
- 3) Could re-design the creek with large rocks strategically placed at the headcut area to re-distribute water flow. (The headcut is the large drop, "waterfall" like area in the creek). This would increase the creek's capacity by slowing the high pressure water after the drop. This fast moving water dropping at the headcut causes eventual further backward erosion of the headcut and increased high pressure over time.

Addressing the stream issue is also contingent on the information you find out regarding the SWPPP plan for the site and its current status.

It appears that the erosion was already occurring for a longer period of time and not necessarily due to just the OG development, likely just exacerbated by the additional storm water flow.

W. Walsh & M. Jura offered to stop by the creek and re-evaluate on a recurring basis and assist in the review of A. 1-3.

I. Project Title.

Village of Owego Homesteading Project

## 2. Preliminary Funding Estimate.

### Estimated Project Costs

Acquisition:	\$210,000
Construction:	\$873,100
<i>Total Project Cost</i>	<i>\$1,083,100</i>

Full Project Cost Estimate Cerretani Homestead Project FE Project #2019-010				
Item Description	Quantity	Unit	Unit Price	Total
<b>Earthwork/Public Roads</b>				
Mobilization/General Conditions	Lump Sum (3% Max)		\$ 10,000	\$ 10,000.00
Tree/Brush Clearing	4	Acres	\$ 7,500	\$ 30,000.00
Cut and Fill	10,000	CY	\$ 5	\$ 50,000.00
28' Wide Main Road - 12" Subbase	3,600	SY	\$ 16	\$ 57,600.00
28' Wide Main Road - Roadway Geotextile	3,600	SY	\$ 2	\$ 5,400.00
28' Wide Main Road - 3" Binder Course	3,600	SY	\$ 15	\$ 54,000.00
28' Wide Main Road - 2" Top Course	3,600	SY	\$ 12	\$ 43,200.00
28' Wide Side Road - 12" Subbase	1,200	SY	\$ 16	\$ 19,200.00
28' Wide Side Road - Roadway Geotextile	1,200	SY	\$ 2	\$ 1,800.00
28' Wide Side Road - 3" Binder Course	1,200	SY	\$ 15	\$ 18,000.00
28' Wide Side Road - 2" Top Course	1,200	SY	\$ 12	\$ 14,400.00
Striping/Signage	1	Each	\$ 10,000	\$ 10,000.00
<b>Watermain</b>				
Connect to Existing System	Lump Sum		\$ 5,000	\$ 5,000.00
1-Inch Laterals	700	LF	\$ 30	\$ 21,000.00
8-Inch DIP Watermain	1,800	LF	\$ 65	\$ 117,000.00
Fire Hydrant Assemblies	5	Each	\$ 5,000	\$ 25,000.00
<b>Sanitary Sewer</b>				
Connect to Existing System	Lump Sum		\$ 5,000	\$ 5,000.00
8-inch SDR 35 PVC	1,100	LF	\$ 65	\$ 71,500.00
4' Dia. Precast Concrete Manhole	4	Each	\$ 5,000	\$ 20,000.00
6-inch SDR 35 PVC Laterals	1,000	LF	\$ 45	\$ 45,000.00
<b>Stormwater/E&amp;S</b>				
Restoration/Seeding	1	Each	\$ 10,000	\$ 10,000.00
E&S Measures	1	Each	\$ 15,000	\$ 15,000.00
Storm Mitigation	1	Each	\$ 25,000	\$ 25,000.00
			<b>Total Construction Cost</b>	<b>\$ 673,100.00</b>
			15% Engineering	\$ 100,000.00
			15% Contingency	\$ 100,000.00
			<b>Total Project Cost</b>	<b>\$ 873,100.00</b>

## **Funding Sources**

Downtown Revitalization Initiative	\$541,550
Tioga County IDA (acquisition and infrastructure):	\$305,000
Special Assessment to new homeowners*:	\$236,550
<b>Total Funding Requests</b>	<b>\$1,083,100</b>

\*The special assessment to the new homeowners will help recoup a portion of the cost that the Tioga County IDA will invest in this project to acquire the property and build the infrastructure. The special assessment either can be paid in a lump sum up front, or is collected annually over ten years via property taxes. For the figures above, the special assessment would be approx. \$18,000 per property owner ( $\$236,550 / 13$ ), or \$1,800 per year for ten years.



### 3. Summary Description

The Tioga County IDA is interested in implementing a homesteading program located on a 19-acre vacant site on the corner of Southside Drive & Montrose Turnpike (Tax Map No. 128.16-1-5) in the Village of Owego.

“In the mid 1800's, with economic and social changes gripping the developed eastern states of the union, people were increasingly looking west to the vast underdeveloped lands and the romantic vision of a new opportunity. The US government had tried in the past to make land in the west available for private purchase but the costs were still prohibitive for many families and settlement of the west had been slow. The idea to provide free land to homesteaders willing to develop the land was eventually introduced and met with some resistance, but finally in 1862 President, Abraham Lincoln signed the Homestead Act into existence and the law took effect on January 1<sup>st</sup> 1863. The new legislation made 160 acres of land in one of the western states or territories available to people willing to live on the land for 5 years develop the land for agriculture and build a house on the land. At the end of 5 years, if those requirements had been accomplished, that person could then receive full ownership of their 160-acre parcel. This opportunity would continue for over 123 years and prove instrumental in not only developing the western states but allowing millions of Americans to own their own private parcel of land.”

Modern day homesteading programs are similarly based on this concept; however, the free land that is offered is typically a much smaller parcel, where people are able to construct new single-family homes. Please see the attached infographic, which compares the requirements and results of four different communities across the United States who have implemented this type of homesteading program. The proposed requirements of the Village of Owego's homesteading program is also included.

The Village of Owego homesteading program will result in the construction of thirteen new single-family homes within the Village. However, in order to do this, the necessary infrastructure to construct the new homes needs to be in place first (municipal water, municipal sewer, earthwork, road, etc.). Having the necessary infrastructure in place, as well as the gift of the land makes the cost of constructing a new home more affordable for the average homebuyer. This program will ultimately incentivize current residents to construct move-up households in the \$150,000 - \$225,000 price point, freeing up their current homes for first time homebuyers, and will also encourage new residents to settle in Owego/Tioga County.

The Village of Owego Homesteading Project will advance the following overall DRI program goals:

- Create an active, desirable downtown in the targeted DRI area with a **strong sense of place**

- Attract a diverse population, with residents and workers supported by complementary **housing and employment opportunities**
- Grow the local property **tax base**
- Provide amenities that support and **enhance downtown living and quality of life**

The Village of Owego Homesteading Project will also advance the following local DRI program goals:

- Maximize **quality of life** for Owego residents by improving streetscapes, community facilities, and aesthetics
- Bolster **economic development** by supporting small businesses, attracting entrepreneurs, and linking Owego residents to local jobs
- Strengthen existing **neighborhoods** and encourage new development to attract new residents

The Village of Owego Homesteading Project will help transform downtown Owego by advancing the program goals listed above. (13) new single family homes will attract a diverse population of residents and workers by providing them with market rate housing opportunities with updated amenities. The construction of the new single-family homes will significantly grow the local tax base. It provides living accommodations in close proximity to downtown amenities, thereby enhancing resident's downtown living and quality of life experiences. Additionally, housing is a key element of workforce attraction and retention. This project will bolster economic development by providing 13 new single-family homes with up-to-date amenities to attract young professionals. The Tioga County Housing Study conservatively indicates that 35-50 move-up households in the \$150,000-\$225,000 price point are needed in Tioga County.

The actions needed to implement the project include:

1. Acquisition of the property
2. Application and award of Village of Owego DRI

Please see Attachment A for:

- Infographic
- Site Plan

## 4. Identification of the Responsible Parties and Project Partners

**The Tioga County IDA will be responsible for the oversight of the development, management and long-term sustainability of the project.**

Christine Curtis, Executive Administrator  
Tioga County Industrial Development Agency  
(607) 687-8259  
curtisc@co.tioga.ny.us

**The site is currently owned by Noblietti, Cerretani C C. The property owners have expressed interest in selling the property for a purchase price of \$210,000.**

Mike and Catherine Nobeletti  
Property Owner  
(631) 848-3603  
mcn288@aol.com

## 5. Site Ownership/Legal Jurisdiction

The site is currently owned by Noblietti, Cerretani C C. The property owners have expressed interest in selling the property for a purchase price of \$210,000.

Mike and Catherine Nobeletti  
Property Owner  
(631) 848-3603  
mcn288@aol.com

No environmental concerns are known at this time.

## 6. Anticipated Revitalization Benefits

The Village of Owego Homesteading Project will help transform downtown Owego by advancing the program goals listed above. (13) new single family homes will attract a diverse population of residents and workers by providing them with market rate housing opportunities with updated amenities. The construction of the new single-family homes will significantly grow the local tax base. It provides living accommodations in close proximity to downtown amenities, thereby enhancing resident's downtown living and quality of life experiences. Additionally, housing is a key element of workforce attraction and retention. This project will bolster economic development by providing 13 new single-family homes with up-to-date amenities to attract young professionals. The Tioga County Housing Study conservatively indicates that 35-50 move-up households in the \$150,000-\$225,000 price point are needed in Tioga County.

The Tioga County IDA is requesting \$541,550 from the Village of Owego DRI, or approximately 50% of the total project cost. This project will leverage \$541,550 from other private sources, or 50% of the total project cost.

Benefits associated with this project include:

- Urban design and beautification.
- Attraction of new residents, businesses, and visitors.
- Additional private investment.
- Sustainability benefits with the construction of new housing located outside of the floodplain.
- Increased tax revenues.
- Community and economic benefits.
- Potential to transform downtown.

## 7. Timeframe for Implementation and Project Readiness

Timeframe: 12 months

# Attachment A

# Homesteading Programs

	<i>Minneapolis, KS</i>	<i>Marquette, KS</i>	<i>Manilla, IA</i>	<i>Loup City, NE</i>
<b>Miles from major population center</b>	<i>24 miles Salina (pop. 47 K)</i>	<i>32 miles Salina (pop. 47 K)</i>	<i>74 miles Omaha (pop. 466 K)</i>	<i>52 miles Kearney (pop. 33 K)</i>
<b>Home Lots Taken/Available</b>	<i>35/39</i>	<i>74/80</i>	<i>20/28</i>	<i>6/6</i>
<b>New Homes Built</b>	<i>32 + Phase II &amp; III Planned</i>	<i>30</i>	<i>20 Currently in Phase II</i>	<i>6 workforce/market rate</i>
<b>Lot Sizes</b>	<i>0.29 - 0.36 acres</i>	<i>0.25 - 0.57 acres</i>	<i>0.32 acres</i>	<i>0.36 acres</i>
<b>Minimum Home SF</b>	<i>1,200 SF</i>	<i>1,000 SF</i>	<i>1,300 SF</i>	<i>1,100 SF</i>
<b>Other Building Requirements</b>	<i>Permanent Foundation - site built - modular</i>  <i>Roof pitch 5:12</i>	<i>Permanent Foundation - site built - modular</i>  <i>Roof pitch 5:12</i>	<i>Permanent Foundation - full basement</i>  <i>Roof pitch 6:12</i>	<i>Permanent Foundation - site built - modular</i>  <i>Roof pitch</i>
<b>Deposit</b>	<i>\$1,500 refundable</i>	<i>None</i>	<i>None</i>	<i>\$1,000 refundable</i>
<b>Contract with Builder needed within:</b>	<i>6 months</i>	<i>4 months</i>	<i>Contract needed before application approval</i>	<i>None</i>
<b>Construction to begin: Construction completed:</b>	<i>12 months 18 months</i>	<i>6 months 12 months</i>	<i>12 months None</i>	<i>None 12 months</i>



# Homesteading Programs

	<i>Minneapolis, KS</i>	<i>Marquette, KS</i>	<i>Manilla, IA</i>	<i>Loup City, NE</i>
<b>Special Assessments</b> - utilities - infrastructure	<i>\$11,973 paid up front or financed over 10 years at Prime + 1%</i>	<i>\$5,437 paid up front or financed over 20 years</i>	<i>None</i>	<i>None</i>
<b>Tax Abatement/ Rebate Program</b>				
<b>Fees waived</b> - Utility hookups - Building permits				
<b>Owner Occupied</b>	<i>None</i>	<i>Minimum of 1 year</i>	<i>None</i>	<i>5 to 10 years</i>
<b>Closing Costs</b>	<i>None</i>	<i>None</i>	<i>None</i>	<i>\$10,000 in closing cost assistance available to applicants at or below 120% ami</i>
<b>Other Assistance</b>	<i>75% Tax Rebate for 5 years on City and School Taxes</i>	<i>Equity in land used as down- payment assistance</i>	<i>5 year 100% tax abatement</i>	<i>\$10,000 in construction assistance available to applicants at or below 120% ami</i>

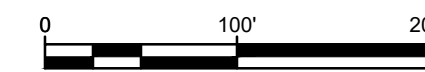
# Village of Owego Homesteading Project

## Southside Drive & Montrose Turnpike (Tax Map No. 128.16-1-5)

<b>Miles from major population center</b>	<p>The site is located in close proximity to 3 major populations centers.</p> <ul style="list-style-type: none"><li>• Binghamton (pop. 45 K) - 22 miles</li><li>• Ithaca (pop. 31 K) - 34 miles</li><li>• Elmira/Corning (pop. 29 K) - 39 miles</li></ul>
<b>Home Lots Available/Lot Sizes</b>	<p>13 new single family home lots will be made available. The lots range from 0.5 acre to 1.17 acres.</p>
<b>Minimum Home SF</b>	<p>Proposing that the minimum home SF for each newly constructed home be 1,200 SF.</p>
<b>Other Building Requirements</b>	<ul style="list-style-type: none"><li>• Home must be built on a permanent foundation, and be either a site built or modular home.</li><li>• No single wide or double wide manufactured homes will be allowed.</li><li>• The owner is responsible for bringing utilities to the house</li></ul>
<b>Deposit</b>	<p>\$1,500 deposit will be required and used to cover fees associated with the application process</p>
<b>Contract with Builder needed within:</b>	<p>Contract with builder needs to be submitted with application.</p>
<b>Construction to begin: Construction completed:</b>	<p>Construction to be completed within 12 months.</p>

# Village of Owego Homesteading Project

<p><b>Special Assessments</b></p> <ul style="list-style-type: none"><li>- utilities</li><li>- infrastructure</li></ul>	<p>The special assessment either can be paid in a lump sum up front, or is collected annually over ten years via property taxes. The special assessment will be approx. \$18,000 per property owner, or \$1,800 per year for ten years.</p>
<p><b>Property Tax Abatement/ Rebate Program</b></p>	<p>Exploring a basic tax exemption program for any “new” taxes assessed on a property over a 10 year period based on a declining schedule. Year one 50% exemption, year two 45%, year three 40%, etc.</p>
<p><b>Fees waived</b></p> <ul style="list-style-type: none"><li>- Utility hookups</li><li>- Building permits</li></ul>	<p>Utility hookup and building permit fees are not likely to be waived, but this will be up to the discretion of the Village of Owego and utility companies.</p>
<p><b>Owner Occupied</b></p>	<p>The newly constructed homes must remain owner occupied by the original owners for a period of 5 years. If a home is sold within that time the IDA will recapture the current land value based on a sliding scale.</p>
<p><b>Other Assistance</b></p>	<ul style="list-style-type: none"><li>• Work with local lending institutions to determine if the value of the property can be used to assist with equity/down payment.</li></ul>
<p><b>Other Information</b></p>	<ul style="list-style-type: none"><li>• Explore possibility of partnering with a local realtor or bank to work with candidates during application process. Applicants must have a pre-qualification and/or pre-approval lender from a lending institution, as well as a contract with a builder to apply.</li><li>• Explore possibility of working with a local lending institution to provide low interest or first time homebuyer financing programs</li><li>• Explore possibility or working with local companies to incentivize employees to live and work in Tioga County.</li></ul>



Rev.	Date	Revision Description
1.		

It is a Violation Of The New York Education Law, Article 145 Section 7209, For Any Person, Unless He is Acting Under The Direction Of A Licensed Professional Engineer Or Land Surveyor To Alter An Item In Any Way, If An Item Bearing The Seal Of An Engineer Or Land Surveyor is Altered, The Altering Engineer Or Land Surveyor Shall Affix To The Item His Seal And The Notation "Altered By" Followed By His Signature And The Date Of Such Alteration, And A Specific Description Of The Alteration.

SEAL

**CONCEPT FOR TIoga  
COUNTY IDA**  
TOWN OF OWEGO, TIoga COUNTY, NEW YORK

**FAGAN**  
ENGINEERS  
& LAND SURVEYORS PC

113 East Chemung Place  
Elmira N.Y. 14904  
Phone (607) 734-2165  
Fax (607) 734-2169  
www.FaganEngineers.com

Scale:	1" = 100'
	11x17 Prints are 1/2 Size
Date:	December 3, 2018
Design By:	RSN
Drawn By:	RSN
Checked By:	JBG
Project No.:	2016.094.003
Drawing Name:	19010-sk.dwg

**CONCEPT PLAN**  
**SK-1-1**

**PRELIMINARY PRINT**  
Copyright © 2018 Fagan Engineers

**Full Project Cost Estimate  
Cerretani Homestead Project  
FE Project #2019-010**

Item Description	Quantity	Unit	Unit Price	Total
<b>Earthwork/Public Roads</b>				
Mobilization/General Conditions	Lump Sum (3% Max)		\$ 10,000	\$ 10,000.00
Tree/Brush Clearing	4	Acres	\$ 7,500	\$ 30,000.00
Cut and Fill	10,000	CY	\$ 5	\$ 50,000.00
28' Wide Main Road - 12" Subbase	3,600	SY	\$ 16	\$ 57,600.00
28' Wide Main Road - Roadway Geotextile	3,600	SY	\$ 2	\$ 5,400.00
28' Wide Main Road - 3" Binder Course	3,600	SY	\$ 15	\$ 54,000.00
28' Wide Main Road - 2" Top Course	3,600	SY	\$ 12	\$ 43,200.00
28' Wide Side Road - 12" Subbase	1,200	SY	\$ 16	\$ 19,200.00
28' Wide Side Road - Roadway Geotextile	1,200	SY	\$ 2	\$ 1,800.00
28' Wide Side Road - 3" Binder Course	1,200	SY	\$ 15	\$ 18,000.00
28' Wide Side Road - 2" Top Course	1,200	SY	\$ 12	\$ 14,400.00
Striping/Signage	1	Each	\$ 10,000	\$ 10,000.00
<b>Watermain</b>				
Connect to Existing System	Lump Sum		\$ 5,000	\$ 5,000.00
1-Inch Laterals	700	LF	\$ 30	\$ 21,000.00
8-Inch DIP Watermain	1,800	LF	\$ 65	\$ 117,000.00
Fire Hydrant Assemblies	5	Each	\$ 5,000	\$ 25,000.00
<b>Sanitary Sewer</b>				
Connect to Existing System	Lump Sum		\$ 5,000	\$ 5,000.00
8-inch SDR 35 PVC	1,100	LF	\$ 65	\$ 71,500.00
4' Dia. Precast Concrete Manhole	4	Each	\$ 5,000	\$ 20,000.00
6-inch SDR 35 PVC Laterals	1,000	LF	\$ 45	\$ 45,000.00
<b>Stormwater/E&amp;S</b>				
Restoration/Seeding	1	Each	\$ 10,000	\$ 10,000.00
E&S Measures	1	Each	\$ 15,000	\$ 15,000.00
Storm Mitigation	1	Each	\$ 25,000	\$ 25,000.00
<b>Total Construction Cost</b>				<b>\$ 673,100.00</b>
15% Engineering				\$ 100,000.00
15% Contingency				\$ 100,000.00
<b>Total Project Cost</b>				<b>\$ 873,100.00</b>

Last Revised: January 21, 2019

**TIOGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**APPLICATION FOR FINANCIAL ASSISTANCE**

PLEASE NOTE: PRIOR TO SUBMITTING A COMPLETED FINAL APPLICATION AND EAF, PLEASE ARRANGE TO MEET WITH THE AGENCY'S STAFF TO REVIEW YOUR DRAFT APPLICATION AND EAF

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

APPLICATION OF: \_\_\_\_\_  
APPLICANT NAME

\_\_\_\_\_  
OWNERSHIP OF PROPOSED PROJECT  
(APPLICANT OR OTHER OWNER)

Type of Application:

- |  |  |
|--|--|
| <input type="checkbox"/> Tax-Exempt Bonds                  | <input type="checkbox"/> Taxable Bonds   |
| <input type="checkbox"/> Both Taxable and Tax-Exempt Bonds | <input type="checkbox"/> Sale/Leaseback<br><input type="checkbox"/> Bank Financing |
| <input type="checkbox"/> Refunding                         | <input type="checkbox"/> Amendment   |
| <input type="checkbox"/> Second Mortgage                   | <input type="checkbox"/> Transfer  |
| <input checked="" type="checkbox"/> Pilot                  |  |

Type of Project:

- |   |   |
|---|---|
| <input type="checkbox"/> Industrial/Manufacturing                         | <input type="checkbox"/> Warehousing                                    |
| <input type="checkbox"/> Commercial/Office                                | <input type="checkbox"/> Pollution Control/<br>(indicate type)<br>_____ |
| <input type="checkbox"/> Not-for-Profit/Civic<br>(Specify) _____<br>_____ | <input type="checkbox"/> Energy or Cogeneration Facility                |
| <input type="checkbox"/> Commercial/Retail                                | <input type="checkbox"/> Other (specify)<br>_____<br>_____              |
| <input type="checkbox"/> Solid Waste                                      |   |

Description of Project (check one or more):

- |   |   |
|---|---|
| <input type="checkbox"/> New Construction   | <input type="checkbox"/> Acquisition of existing facility         |
| <input type="checkbox"/> Addition to existing facility<br><input type="checkbox"/> Existing IDA project                 | <input type="checkbox"/> Purchase of new machinery and equipment  |
| <input type="checkbox"/> Renovation/modernization of existing facility<br><input type="checkbox"/> Existing IDA project | <input type="checkbox"/> Purchase of used machinery and equipment |

Please respond to all items either by filling in blanks, by attachment (by marking space “See Attachment Number 1,” etc.) or by N.A., where not applicable. This application must be filed in 4 copies. A complete application is essential for the Agency’s determination of whether to provide the financial assistance requested. A non-refundable application fee of \$2,500.00 is required at the time of submission of this application to the Tioga County Industrial Development Agency (the “Agency”). In the event that multiple public hearings are required, \$500.00 per hearing will be charged in addition to the application fee.

The attached Environmental Assessment Form (“EAF”) is an integral part of this application. This application will not be deemed complete unless accompanied by a fully completed EAF.

Before inducement, Bond Counsel (or Transaction Counsel, in the case of a Sale/Leaseback) will require a \$2,500 deposit which will be applied to actual out-of-pocket fees and disbursements made during the inducement and negotiation processes, and will be reflected on their final statement at closing.

Information provided herein will not be made public by the Agency prior to the passage of an Official Inducement Resolution, but may be subject to disclosure under the New York Freedom of Information Law.

**APPLICANTS FOR FINANCIAL ASSISTANCE TO RETAIL FACILITIES ALSO COMPLETE RIDER A**

**APPLICANTS FOR TAX-EXEMPT BONDS ALSO COMPLETE RIDER B**

I. OWNER DATA

A. PROPOSED PROJECT OWNER (THE "OWNER")

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_ POSITION \_\_\_\_\_

PHONE \_\_\_\_\_ FEDERAL EMPLOYER I.D.# \_\_\_\_\_

FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAICS CODE \_\_\_\_\_

BUSINESS TYPE:

SOLE PROPRIETORSHIP  LIMITED LIABILITY COMPANY

GENERAL PARTNERSHIP  LIMITED PARTNERSHIP

OTHER (PLEASE DESCRIBE) \_\_\_\_\_

State and Date of Organization \_\_\_\_\_

PRIVATELY HELD CORPORATION

PUBLIC CORPORATION  LISTED ON \_\_\_\_\_ EXCHANGE

State and Date of Incorporation \_\_\_\_\_

NOT-FOR-PROFIT CORPORATION

Qualified Under Section \_\_\_\_ of Internal Revenue Code (attach a copy of IRS Determination Letter)

State and Date of Incorporation or Charter \_\_\_\_\_

EDUCATION CORPORATION

Qualified Under Section \_\_\_\_ of the Internal Revenue Code (attach a copy of IRS Determination Letter)

State and Date of Incorporation or Charter \_\_\_\_\_



ATTORNEY \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

B. FACILITY USER (tenant using more than 10% of the square footage of the Facility, if different than the Owner) (THE "USER")

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_ POSITION \_\_\_\_\_

PHONE \_\_\_\_\_ FEDERAL EMPLOYER I.D.# \_\_\_\_\_

FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAICS CODE \_\_\_\_\_

BUSINESS TYPE:

SOLE PROPRIETORSHIP  LIMITED LIABILITY COMPANY

GENERAL PARTNERSHIP  LIMITED PARTNERSHIP

OTHER (PLEASE DESCRIBE) \_\_\_\_\_

State and Date of Organization \_\_\_\_\_

PRIVATELY HELD CORPORATION

PUBLIC CORPORATION  LISTED ON \_\_\_\_\_ EXCHANGE

State and Date of Incorporation \_\_\_\_\_

NOT-FOR-PROFIT CORPORATION

Qualified Under Section \_\_\_\_ of Internal Revenue Code (attach a copy of IRS Determination Letter)

State and Date of Incorporation or Charter \_\_\_\_\_

EDUCATION CORPORATION

Qualified Under Section \_\_\_\_ of the Internal Revenue Code (attach a copy of IRS Determination Letter)

State and Date of Incorporation or Charter

\_\_\_\_\_

ATTORNEY \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(Please provide names of each additional User, if any, and all of the information requested above, on a separate sheet and attach it to this questionnaire.)

- C. Any related person (e.g., stockholder, principal, partner, member, parent corporation, sister corporation, subsidiary) to the above Owner or User proposed to be a user of the Project.

<u>NAME</u>	<u>BUSINESS TYPE</u>	<u>RELATIONSHIP</u>
_____	_____	_____
_____	_____	_____

- D. Principal stockholders or partners of the Owner and the User, if any (i.e., owners of 5% or more equity in the Owner or the User):

<u>NAME</u>	<u>% OWNED</u>	<u>WHICH COMPANY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\*Please see attached legal chart of ownership structure

This is a low-income housing tax credit project with an investor member who will own 99.99% of the project.

E. **APPLICANTS FOR TAX-EXEMPT FINANCING:** If any of the above persons, or a group of them, owns more than a 50% interest in the Owner or the User, list all other persons that are related to the Owner or the User by virtue of such owners having more than a 50% interest in such other persons.

---

---

---

---

F. **APPLICANTS FOR TAX-EXEMPT FINANCING:** Is the Owner or the User related to any other person by reason of more than 50% common ownership? If so, indicate the name of each related person and the Owner's or User's relationship to such person.

---

---

---

---

G. List the Owner's and the User's parent corporations, sister corporations and subsidiaries if any.

---

---

---

---

H. Has the Owner or the User (or any other entity listed in answer to questions C-G above) been involved in or benefitted by any prior tax-exempt bond financing in the town/city/village in which this Project is located, whether through the Agency, JDA or another issuer? If so, please explain in full (e.g., name of issuer and beneficiary; original amount of issue; date of issue; current amount outstanding; purpose of issue; etc.).

---

---

---

I. Has the Owner or the User (or any related person) made a public offering or private placement of its stock within the last year? If so, please describe and provide the prospectus or other offering materials used.

---

---

---

J. Has the Owner or the User (or any related person) applied to any other Industrial Development Agency in regard to this Project? If so, please provide details of any action taken with respect to the Project and the current status of such application.

---

---

---

K. List the major bank references of the Owner and the User.

---

---

---

---

II. OWNER'S OPERATIONS AT CURRENT LOCATION

A. Address \_\_\_\_\_

B. Acreage of existing facility \_\_\_\_\_

C. Number of buildings and square feet of each building

---

D. Owned or leased \_\_\_\_\_

E. Please describe the type of operation (e.g., manufacturing, wholesale, distribution, retail, etc.) and products and services offered at current location: \_\_\_\_\_

---

- F. Employment (current number of full-time employees or the equivalent) \_\_\_\_\_  
\_\_\_\_\_
- G. Annual payroll amount \_\_\_\_\_

III. USER'S OPERATIONS AT CURRENT LOCATION

- A. Address \_\_\_\_\_
- B. Acreage of existing facility \_\_\_\_\_
- C. Number of buildings and square feet of each \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Owned or leased \_\_\_\_\_
- E. Please describe the type of operation (e.g., manufacturing, wholesale, distribution, retail, etc.) and products and services offered at current location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Employment (current number of full time employees or the equivalent) \_\_\_\_\_  
\_\_\_\_\_
- G. Annual payroll amount \_\_\_\_\_

IV. PROPOSED PROJECT DATA

- A. Location of Project - Please attach a map highlighting the location of the Project. In addition, please give the real property tax map number and exact street address of the Project, including the city or village (if any) and town in which the Project will be located. (If no street address is available, please include a survey and the most precise description available.) Please also identify the school district within which the Project will be located: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Project Site - Please submit 3 copies of plans or sketches of the proposed acquisition, renovation or construction (under separate cover is permissible). Also attach a photograph of the site or existing facility to be improved.

1. Acreage \_\_\_\_\_

2. Acquisition of existing buildings:

a) Existing buildings to be acquired (number of buildings and square feet of each building):

\_\_\_\_\_  
\_\_\_\_\_

b) Does the Project consist of additions and/or renovations to existing buildings? If so, indicate the nature of the expansion and/or renovation in reasonable detail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. New Construction:

a) Number and square feet of each new building to be constructed:

\_\_\_\_\_

b) Builder or contractor and address:

\_\_\_\_\_  
\_\_\_\_\_

c) Architect and address:

\_\_\_\_\_  
\_\_\_\_\_

4. Present use of the Project site:

\_\_\_\_\_  
\_\_\_\_\_

5. Present user of Project site:

\_\_\_\_\_

6. Relationship of present user of Project site to the Owner, if any: \_\_\_\_\_

\_\_\_\_\_

C. Project Use Description – Please provide a detailed description of the Project and the Project’s intended use. (E.g., “The construction and equipping of an approximately \_\_\_\_\_ square foot building, of which \_\_\_\_\_ square feet will be used for the manufacturing of \_\_\_\_\_, \_\_\_\_\_ square feet will be used for warehousing finished products and \_\_\_\_\_ square feet will be used for office space, and the acquisition and installation of the following items of machinery and equipment: \_\_\_\_\_, all to be used by the Owner/User in connection with the manufacturing and/or warehousing of \_\_\_\_\_ for the \_\_\_\_\_ industry.) If additional space is necessary, please attach an exhibit to this application.

**APPLICANTS FOR TAX-EXEMPT FINANCING PLEASE NOTE:** The Tax Reform Act of 1986 limits the types of facilities that are eligible for tax-exempt financing to manufacturing facilities, civic facilities and certain other exempt facilities.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Are there utilities on site? \_\_\_\_\_

- a. Water (indicate municipal or other) \_\_\_\_\_
- b. Sewer (indicate municipal or other) \_\_\_\_\_
- c. Electric (Name of utility company) \_\_\_\_\_
- d. Gas (Name of utility company) \_\_\_\_\_

- E. If any space in the Project is to be leased by the Agency or the Owner to third parties, or subleased by the User to third parties, indicate the total square footage of the Project to be leased to each tenant, and the proposed use of that space by each tenant. Although the tenants may not yet be known, the general purposes for which the Project will be used must still be indicated (e.g., manufacturing, office, warehouse, etc.). Use a separate sheet, if necessary.

---

---

---

- F. 1. List principal items or categories of equipment to be acquired as part of the Project and identify whether equipment will be new or used.

---

---

---

2. Have any of the items or categories listed above been ordered or obtained? If so, enclose copies of purchase orders, contracts and/or invoices.

---

---

---

- G. Has construction work on the Project begun? If so, complete the following:

- |    |                         |                              |  |
|----|-------------------------|------------------------------|--|
| 1. | Site clearance          | <input type="checkbox"/> yes | <input type="checkbox"/> no _____% complete            |
| 2. | Foundation              | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no _____% complete |
| 3. | Footings                | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no _____% complete |
| 4. | Steel                   | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no _____% complete |
| 5. | Masonry                 | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no _____% complete |
| 6. | Other (describe below): |                              |  |

---

---



H. Existing facilities within New York State:

1. Are there other facilities owned, leased or used by the Owner or User (or any related person) within the state? If so, tell where such facilities are located and describe the terms of the Owner's or the User's (or any related person's) interest in such facilities.

---

---

---

2. If there are other facilities within the state, is it expected that any of these other facilities will close or be subject to reduced activity as a result of the proposed Project?

yes                       no

3. If you answered "No" to question 2 above, please explain in detail how current facilities will be utilized.

---

---

---

4. If you answered "Yes" to question 2 above, please indicate whether the Project is reasonably necessary for the Owner or User, as applicable, to maintain its competitive position in its industry and explain in detail.

---

---

---

---

---

---

5. Has the Owner or the User thought about moving to another state? Has the Owner or the User engaged in any negotiations in that regard? If so, please explain.

---

---

---

---

---

---

---

---

6. Will the Project meet current zoning requirements at its proposed location?

yes  no

- a) What is the present zoning? \_\_\_\_\_
- b) What zoning is required? \_\_\_\_\_
- c) If a change of zoning is required, please provide the details regarding, and described the status of, any change of zoning request.

---

---

---

7. Is the Project site in an Agricultural District, in a primarily agricultural area, or currently in agricultural use? If yes, provide details.

---

---

---

---

8. Is the Project site in a Historic District or does it contain any buildings of historical significance? If yes, describe.

---

---

---

9. Are any federal or state wetlands or any other environmentally critical or sensitive areas on or contiguous to the Project site? If yes, describe.

---

---

---

10. Does the Project site contain any underground or above ground storage tanks or wells, whether or not currently in use? If yes, describe.

---

---

---

11. List any state, local or federal consents or approvals (e.g., site plan approval, special use permit, environmental permits, certificates of need) that will be necessary in connection with the Project and describe the status of each such consent or approval.

---

---

---

- I. Does the Owner or the User (or any related person) currently lease the Project site?

yes  no

- J. Does the Owner or the User (or any related person) now own the Project site?

yes  no



	<u>TOTAL COST AND</u> <u>% BOND FINANCED</u>	
LAND* .....	_____	( _____ %)
<b>ACQUISITION AND REHABILITATION COSTS:</b>		
Existing Building** .....	_____	( _____ %)
Cost of Rehabilitation .....	_____	( _____ %)
<b>COST OF NEW CONSTRUCTION:</b>		
Construction of New Building .....	_____	( _____ %)
New Additions to or Expansions of Existing of Existing Building .....	_____	( _____ %)
ENGINEERING/ARCHITECTURAL FEES .....	_____	( _____ %)
MANUFACTURING EQUIP. TO BE INSTALLED...	_____	( _____ %)
OTHER EQUIP. TO BE INSTALLED .....	_____	( _____ %)
LEGAL FEES (Bank, Bond, Agency & Company Counsel).....	_____	( _____ %)
FINANCIAL CHARGES (specify).....	_____	( _____ %)
AGENCY FEES.....	_____	( _____ %)
OTHER FEES/CHARGES, etc. (specify):		
_____	_____	( _____ %)
_____	_____	( _____ %)
<b>TOTAL PROJECT COSTS:</b>	<b>\$</b> _____	<b>( _____ %)</b>
<b>AMOUNT OF BOND REQUESTED (if applicable):</b>	<b>\$</b> _____	

\* **APPLICANTS FOR TAX-EXEMPT FINANCING NOTE:** If acquiring land, please note that federal law prohibits the use of 25% or more of tax-exempt bond proceeds for the purchase of land.

\*\* **APPLICANTS FOR TAX-EXEMPT FINANCING NOTE:** If acquiring existing buildings, please note that federal law prohibits the acquisition of existing buildings with tax-exempt bond proceeds unless the rehabilitation expenses to be incurred with respect

to the building within three years are equal to or greater than 15% of the portion of the cost of acquiring the building that is financed with tax-exempt bond proceeds. Rehabilitation does not include any amount expended on new construction (additions or expansions). These provisions do not apply to "Civic Facilities" for 501(c)(3) organizations.

B. Method of financing costs:

	<u>AMOUNT</u>	<u>TERM</u>
1. Tax-exempt bond financing	\$ _____	_____ years
2. Taxable bond Financing	\$ _____	_____ years
3. IDA Sale/Leaseback with conventional financing***	\$ _____	_____ years
4. IDA Sale/Leaseback with Owner/User Financing	\$ _____	_____ years
5. JDA or other governmental funding***	\$ _____	_____ years
6. Other loans***	\$ _____	_____ years
7. Company's/Owner's equity contribution	\$ _____	
<b>TOTAL PROJECT COSTS:</b>	<b>\$ _____</b>	

\*\*\* Copies of all commitments must be submitted to the Agency before drafting of any bond or transaction documents can begin.

C. **APPLICANTS FOR TAX-EXEMPT FINANCING:** Have any of the above costs, which are to be reimbursed out of tax-exempt bond proceeds, been paid or incurred (including contracts of sale or purchase orders) as of the date of this application?

yes  no

If so, please give particulars, including dates paid or incurred on a separate sheet.

- D. **APPLICANTS FOR TAX-EXEMPT FINANCING:** Are costs of working capital, moving expenses, work in progress or stock in trade included in the proposed uses of the tax-exempt bond proceeds? Give details.

---

---

---

- E. Will any of the funds to be borrowed through the Agency be used to repay or refinance an existing mortgage, outstanding loan or outstanding bond issue? Give details.

---

---

---

- F. Has the Owner made any arrangements for the marketing or the purchase of the bond or bonds? If so, indicate with whom and provide copies of any commitments and/or term sheets.

---

---

---

VI. MEASURES OF GROWTH AND BENEFITS

- A. Please complete the chart below by indicating on line #1 the present number of full-time or equivalent employees and the annual payroll for all current facilities of the User. On line #2, please provide the information with respect to Tioga County facilities only. (If no facilities are currently in Tioga County, indicate "0.") On lines #3 and #4, provide projections of employment and payroll at the proposed Project in Tioga County for the first and second year after the Project's completion:

		<u>Full Time or Equivalent Employees</u>	<u>Annual Payroll \$</u>
1.	PRESENT (All Current Facilities)	_____	_____
2.	PRESENT (Tioga County Only)	_____	_____
3.	FIRST YEAR (Tioga County Only)	_____	_____
4.	SECOND YEAR (Tioga County Only)	_____	_____

B. What, if any, will be the expected increase in the annual dollar amount of sales or business activity?

\$ \_\_\_\_\_

C. Describe, if applicable, other benefits anticipated as a result of this Project, including but not limited to job retention.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VII. PROJECT CONSTRUCTION SCHEDULE

A. What is the proposed date for commencement of construction or acquisition of the Project?

\_\_\_\_\_

B. Give an accurate estimate of the time schedule to complete the Project and when the first use of the Project is expected to occur (use additional sheets if necessary).

\_\_\_\_\_

\_\_\_\_\_

C. At what time or times and in what amount or amounts is it estimated that funds will be required? Please provide your most accurate estimate.

\_\_\_\_\_

\_\_\_\_\_



VIII. WHAT TYPE OF FINANCIAL ASSISTANCE IS THE APPLICANT REQUESTING?

- Standard PILOT
- Deviation from Standard PILOT

If Deviation from Standard PILOT is requested, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IX. ATTACH THE FOLLOWING FINANCIAL INFORMATION OF THE OWNER AND THE USER

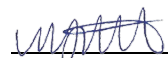
- A. Financial statements for last two fiscal years (unless included in the Owner's or User's annual report).
- B. Owner's and User's annual reports (or Form 10-Ks) for the two most recent fiscal years. N/A - not publicly traded
- C. Quarterly reports (Form 10-Qs) and current reports (Form 8-Ks ) since the most recent annual report, if any. N/A - not publicly traded
- D. In addition, if applicable, please attach the financial information described above in items A, B, and C of any expected guarantor of a proposed bond issue other than the Owner or the User. N/A
- E. Upon the request of the Applicant, the Agency will review the information submitted pursuant to this Section VIII and return all copies to the Applicant within two weeks after the inducement date. Please indicate whether you require the information to be returned.

yes

no

BY SIGNING THIS APPLICATION, I CERTIFY THAT I HAVE READ AND UNDERSTOOD THE PROJECT POLICY MANUAL PROVIDED TO ME BY THE IDA AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH THEREIN.

SIGNATURE OF PERSON  
COMPLETING APPLICATION

 \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date of Application: \_\_\_\_\_

**CERTIFICATION**

\_\_\_\_\_ (name of representative of entity submitting application, or name of individual submitting application) deposes and says that s/he (choose and complete one of the following two options) (i) is a/the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name), the entity named in the attached application, or (ii) is the individual named in the attached application; that s/he has read the foregoing application and knows the contents thereof; and that the same is true to his/her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of her/himself or on behalf of the entity named in the attached application. The grounds of deponent’s belief relative to all matters in said application which are not stated upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of this application as well as, if deponent is not an individual applicant, information acquired by deponent in the course of his/her duties in connection with said entity and from the books and papers of said entity.

As (i) the representative of said entity, or (ii) the individual applicant (such entity or individual applicant hereinafter referred to as the “Applicant”), deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs incurred by the Tioga County Industrial Development Agency (hereinafter referred to as the “Agency”) acting on behalf of the Applicant in connection with this application and all matters relating to the issuance of bonds or the provision of financial assistance to which this application relates. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper or requested action or withdraws, abandons, cancels or neglects the application, then upon presentation of an invoice, the Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application up to that date and time, including fees to bond counsel or transaction counsel for the Agency and fees of general counsel for the Agency. Upon the successful conclusion of the transaction or sale of the bond issue contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, which amount is payable at closing. The Applicant understands that the Agency’s bond counsel’s fees and general counsel’s fees are considered issuance expenses and, therefore, can be paid or reimbursed out of the proceeds of any resultant tax-exempt bond issue only up to an aggregate amount not exceeding 2% of the face amount of such tax-exempt issue.

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

Title:

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Seal)

NEW YORK STATE FINANCIAL REPORTING  
REQUIREMENTS FOR INDUSTRIAL DEVELOPMENT AGENCIES

Please be advised that the New York General Municipal Law imposes certain reporting requirements on IDAs and recipients of IDA financial assistance. Of particular importance to IDA applicants is Section 859 (copy attached). This section requires IDAs to transmit financial statements within 90 days following the end of an Agency's fiscal year (Tioga County IDA FY is calendar), prepared by an independent, certified public accountant, to the New York State Comptroller, the Commissioner of the New York State Department of Economic Development and the governing body of the municipality for whose benefit the Agency was created (Tioga County). These audited financial statements shall include supplemental schedules listing the following information:

1. All straight-lease ("sale-leaseback") transactions and whether or not they are obligations of the Agency.
2. All bonds and notes issued, outstanding or retired during the period and whether or not they are or were obligations of the Agency.
3. All new bond issues shall be listed and for each new bond issue, the following information is required:
  - a. Name of the project financed with the bond proceeds.
  - b. Whether the project occupant is a not-for-profit corporation.
  - c. Name and address of each owner of the project.
  - d. The estimated amount of tax exemptions authorized for each project.
  - e. Purpose for which the bond was issued.
  - f. Bond interest rate at issuance and, if variable, the range of interest rates applicable.
  - g. Bond maturity date.
  - h. Federal tax status of the bond issue.
  - i. Estimate of the number of jobs created and retained for the project.
4. All new straight lease transactions shall be listed and for each new straight lease transaction, the following information is required:
  - a. Name of the project.
  - b. Whether the project occupant is a not-for-profit corporation.
  - c. Name and address of each owner of the project.
  - d. The estimated amount of tax exemptions authorized for each project.
  - e. Purpose for which each transaction was made.
  - f. Method of financial assistance utilized for each project, other than the tax exemptions claimed by the project.
  - g. Estimate of the number of jobs created and retained for the project.

Also of importance to IDA applicants is Section 874(8) of the General Municipal Law (copy

attached), which requires agents (i.e., project owners and/or occupants) of the Agency to file an annual statement with the State Department of Taxation and Finance, of the value of all sales tax exemptions claimed by such agents or their agents, including but not limited to consultants or subcontractors, who claim exemption from sales tax by virtue of the Agency's involvement in a transaction. The penalty for failure to file the statement is removal of authority to act as agent of the Agency.

Please sign below to indicate that you have read and understood the above.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

RIDER A

TO BE COMPLETED BY ALL APPLICANTS FOR FINANCIAL ASSISTANCE FOR  
RETAIL PROJECTS OR PROJECTS WITH A RETAIL COMPONENT:

1. What percentage of the total Project cost will be used to finance premises that will be primarily used in making retail sales of goods or services to customers who personally visit the premises?

---

---

---

2. If the Agency does not provide the financial assistance requested in this application, will the Applicant or the Project User (if different from the Applicant) locate some or all of the jobs attributable to the Project outside New York State? If so, describe.

---

---

---

3. Will the proposed Project make available to residents of the city, town or village within which the Project will be located goods or services that are not otherwise reasonably available to such residents? If so, describe.

---

---

---

## RIDER B

## TO BE COMPLETED BY ALL APPLICANTS FOR TAX-EXEMPT FINANCING

(Note: Bond Counsel also will require applicant to complete a Bond Counsel Questionnaire to determine whether the Project qualifies, in whole or in part, for tax-exempt financing. The information requested in this Rider is for initial screening and structuring purposes.)

## A. List capital expenditures with respect to this Project:

	<u>Past 3 Years</u>	<u>Next 3 Years</u>	<u>Total</u>
Land	\$ _____	\$ _____	\$ _____
Buildings	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____
Engineering	\$ _____	\$ _____	\$ _____
Architecture	\$ _____	\$ _____	\$ _____
Research and development	\$ _____	\$ _____	\$ _____
Interest during construction	\$ _____	\$ _____	\$ _____
Other (please explain)	\$ _____	\$ _____	\$ _____

If an expenditure may be either treated as a capital expenditure or may be currently expensed, for these purposes it must be treated as a capital expenditure.

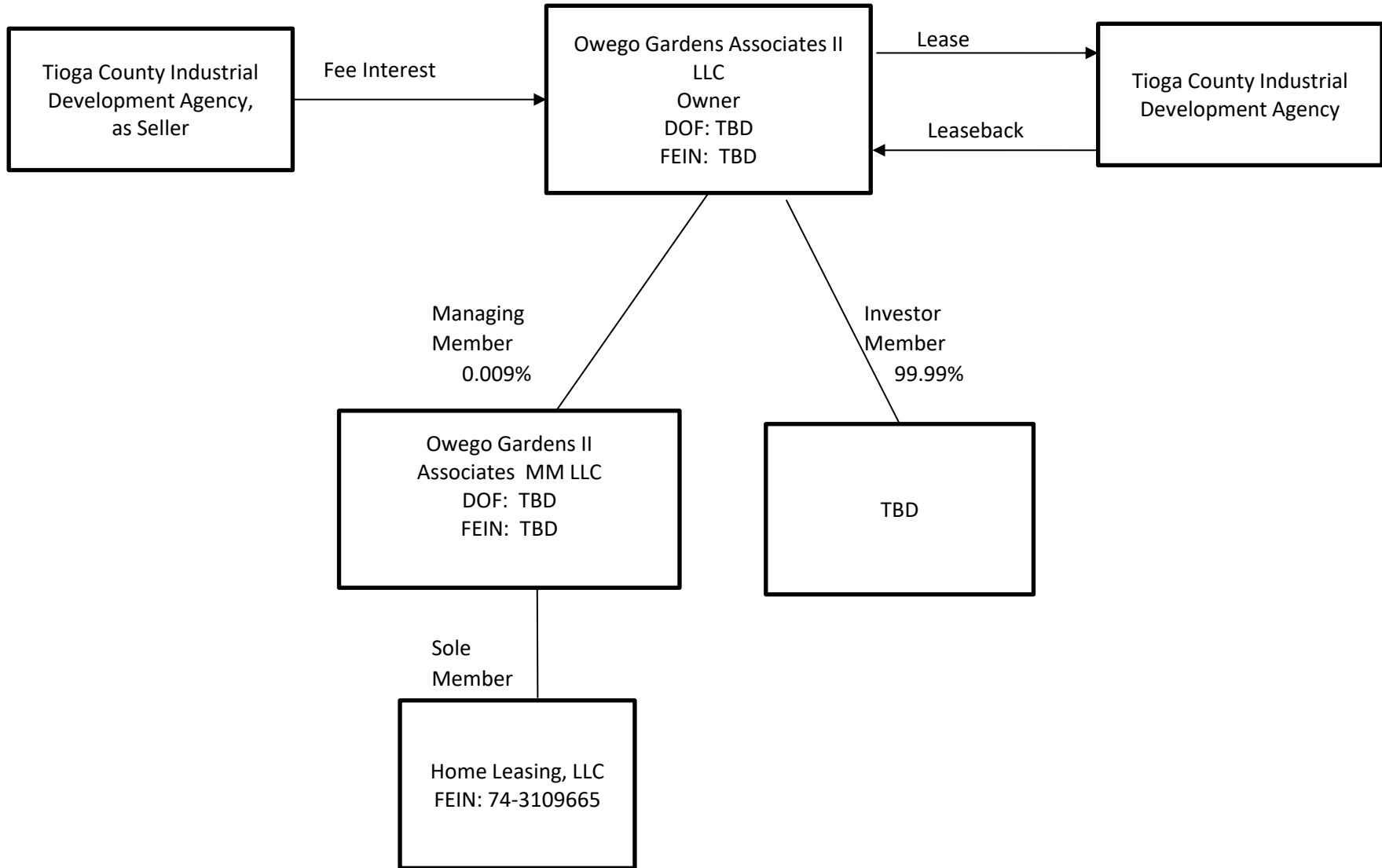
Research and development expenses (other than in-house wages and supplies) with respect to a facility must be treated as capital expenditures with respect to products to be produced at the facility and with respect to equipment to be used there. Research and development expenses allocable to the project under the foregoing rule must be treated as capital expenditures with respect to it even though the research and development work takes place in a different municipality or state.

Costs of molds, etc., to be used at a facility are capital expenditures even if paid by the customer.

Costs of Equipment to be moved to a facility are capital expenditures even if the purchase and initial use of the equipment occurred outside the municipality.

## B. List capital expenditures with respect to other facilities of the Company or any related corporation or person, if the facilities are located in the same municipality.

	<u>Past 3 Years</u>	<u>Next 3 Years</u>	<u>Total</u>
Land	\$ _____	\$ _____	\$ _____
Buildings	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____
Engineering	\$ _____	\$ _____	\$ _____
Architecture	\$ _____	\$ _____	\$ _____
Research and development	\$ _____	\$ _____	\$ _____
Interest during construction	\$ _____	\$ _____	\$ _____
Other (please explain)	\$ _____	\$ _____	\$ _____



**Owego Gardens II PILOT Schedule**

Year	Total Payment	Distribution				
		Village 18.90	Town/County 15.96	School 27.88	Fire 2.43	Composite 65.18
Construction Period	0	0	0	0	0	0
1	46,500	13,484	11,386	19,894	1,736	46,500
2	47,430	13,754	11,614	20,292	1,771	47,430
3	48,379	14,029	11,846	20,698	1,806	48,379
4	49,346	14,310	12,083	21,111	1,842	49,346
5	50,333	14,596	12,325	21,534	1,879	50,333
6	51,340	14,888	12,571	21,964	1,917	51,340
7	52,367	15,185	12,822	22,404	1,955	52,367
8	53,414	15,489	13,079	22,852	1,994	53,414
9	54,482	15,799	13,340	23,309	2,034	54,482
10	55,572	16,115	13,607	23,775	2,075	55,572
11	56,683	16,437	13,879	24,250	2,116	56,683
12	57,817	16,766	14,157	24,735	2,158	57,817
13	58,973	17,101	14,440	25,230	2,202	58,973
14	60,153	17,443	14,729	25,735	2,246	60,153
15	61,356	17,792	15,024	26,249	2,291	61,356
16	62,583	18,148	15,324	26,774	2,336	62,583
17	63,835	18,511	15,630	27,310	2,383	63,835
18	65,111	18,881	15,943	27,856	2,431	65,111
19	66,413	19,259	16,262	28,413	2,479	66,413
20	67,742	19,644	16,587	28,982	2,529	67,742
21	69,097	20,037	16,919	29,561	2,580	69,097
22	70,478	20,438	17,257	30,152	2,631	70,478
23	71,888	20,846	17,602	30,755	2,684	71,888
24	73,326	21,263	17,954	31,371	2,737	73,326
25	74,792	21,689	18,314	31,998	2,792	74,792
26	76,288	22,122	18,680	32,638	2,848	76,288
27	77,814	22,565	19,053	33,291	2,905	77,814
28	79,370	23,016	19,435	33,956	2,963	79,370
29	80,958	23,476	19,823	34,636	3,022	80,958
30	82,577	23,946	20,220	35,328	3,083	82,577



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), made as of the \_\_\_ day of February, 2019 by and between

Tioga County Industrial Development Agency, a public benefit corporation organized and existing pursuant to the laws of the State of New York, with offices at 56 Main Street, Owego, NY 13827 (herein called the "Seller"); and

Home Leasing, LLC, a New York limited liability company, with offices at 180 Clinton Square, Rochester, NY 14604, on its own behalf or on behalf of an entity to be formed (herein called "Buyer").

### WITNESSETH:

WHEREAS, Seller owns a certain 78 acre parcel located on the south side of Route 434 in the Village and Town of Owego, New York. This sales agreement concerns an approximately 10.59 acre portion of land located adjacent to the Owego Gardens Phase I property and extending to the south within said parcel (herein called the "Property"); and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller upon the satisfaction of certain conditions, all as more particularly described below.

NOW THEREFORE, in consideration of their agreement as to the conveyance of the Property and the mutual covenants herein contained, the Parties hereby agree as follows:

1. **PURCHASE AND SALE OF PROPERTY.** Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller all Seller's right, title and interest in and to the Property situate on the south side of Route 434 in Owego, New York as depicted on the attached Exhibit A. The sale shall include all of Seller's right, title and interest, if any, in and to any strips or gores of land adjoining the Property, all improvements on the Property, any streets, roads or avenues, opened or proposed, adjoining any part of the Property, to the center line thereof and in with and to any unpaid award for damages to the Property by reason of any change of grade of such streets, road or avenue. The Property is approximately 12 acres, the exact acreage to be determined by survey.

The Property shall be conveyed subject to all of the matters affecting title to the Property listed on Exhibit B attached hereto (the "Permitted Exceptions").

2. **PRICE AND MANNER OF PAYMENT.** The purchase price is Six Hundred Thirty-five Thousand Four Hundrendand 00/100 Dollars (\$635,400) (the "Purchase Price"); payable as follows:
  - (i) Buyer shall deposit the sum of One Thousand and 00/100 Dollars (\$1,00.00) (the "Deposit") to be held in escrow by a title company or other escrow agent acceptable to the Buyer and the Seller (the "Escrow Agent") pursuant to the

terms of an escrow agreement substantially in the form of Exhibit C hereto (the "Escrow Agreement). The Deposit, and any Extension Deposit, as hereinafter defined, shall (a) either returned to Buyer or applied to the Purchase Price at Closing (as hereinafter defined), if the transaction closes, (b) returned to Buyer if Buyer elects to terminate this Agreement under Sections [8, 9A, 9B, 9C, 9D] hereof, or (c) paid to Seller if Purchaser elects to (i) terminate this Agreement except as provided in subparagraph (b) herein.

- (ii) Notwithstanding the foregoing, upon satisfaction of the site plan approval condition precedent to closing (Section 9B below), the Deposit, and any Extension Deposit, as hereinafter defined, shall become nonrefundable to Buyer unless this Agreement is terminated pursuant to the terms herein.
  - (iii) The balance of the Purchase Price, after application of the Deposit and any Extension Deposit, as hereinafter defined, and as adjusted pursuant to Section 3 below, shall be delivered by Buyer to Seller at Closing.
3. ADJUSTMENTS AT CLOSING. Current fiscal year real estate taxes, rent under any leases and other standard adjustments shall be adjusted and prorated between the parties at Closing as if the Buyer was the owner of the Property as of midnight of the night preceding the Closing Date (hereinafter defined). The value of any work performed on behalf of Seller will be treated as a credit against the purchase price and formalized via an amendment to the Agreement.
4. COSTS. At Closing, Buyer shall pay all recording fees, Buyer's attorneys' fees, the costs of obtaining a binder or commitment from a title insurance company, the premium for Buyer's title insurance policy and all other costs and expenses incidental to or in connection with closing the transaction customarily paid for by the purchaser of similar property. Seller shall pay any transfer tax, attorneys' fees, if any, incurred by Seller in connection with this transaction, and all other costs and expenses incidental to or in connection with closing the transaction customarily paid for by the seller of similar property.
5. EVIDENCE OF TITLE. Promptly upon execution of this Agreement by both parties, the Seller shall deliver to the Buyer the existing abstract of title to the Property and any existing surveys of the Property. Buyer shall be responsible for having the abstract updated.
6. INSPECTION. Seller agrees that Buyer and its authorized representatives shall have the right and privilege to enter upon the Property, upon reasonable notice, during regular business hours, for the purpose of gathering such information and conducting such environmental and engineering studies or other tests and reviews as Buyer may deem appropriate and necessary; provided, however, that Buyer agrees to indemnify Seller of and from any loss or damage occasioned by such entry, and agrees further to restore to its original condition, at Buyer's own cost and expense, any property disturbed by such entry. All such inspections, studies, tests and reviews shall be at Buyer's sole expense. Seller agrees to cooperate with Buyer by making available to Buyer such records, plans, drawings or other data as may be in Seller's possession or control relating to the Property.

7. TITLE DOCUMENTS. At the time of Closing, Seller shall deliver to Buyer:
- A A bargain and sale deed with covenants against grantor's acts conveying good and marketable title to the Property free and clear of all liens and encumbrances, other than easements and restrictions of record that do not interfere with the Buyer's planned development of the Property;
  - B An Affidavit stating that the Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445; and
  - C An assignment of any municipal approvals and permits, if any, obtained by Seller in connection with the development of the Property.
8. TITLE OBJECTIONS. In the event that prior to or at the Closing conditions are disclosed which render Seller incapable of delivering title to the Property of the character and nature above described and such conditions constitute a matter subject to which Buyer is not obliged, under the provisions of this Agreement, to take title, then Seller shall have a reasonable time after receipt of written notice thereof within which to remove any objections to title raised by Buyer. Buyer shall be entitled to a like adjournment for that purpose, may waive such objection and take such title as Seller can convey, or may terminate this Agreement upon written notice to Seller in which event this Agreement shall be null and void, the Deposit, and any Extension Deposit (as hereinafter defined), shall promptly be returned to Buyer and neither party shall have any rights or obligations under this Agreement except for those that expressly survive termination.
9. CONDITIONS TO CLOSING.
- A Buyer shall have one-hundred and twenty (120) days after the date of this Agreement (the "Due Diligence Period") within which to review and inspect the Property (including, but not limited to, performing engineering and Phase I environmental studies) and such other matters as Buyer shall deem reasonably necessary or appropriate in connection with the Property. If Buyer determines that it does not wish to purchase the Property as a result of its findings during the Due Diligence Period and notifies the Seller of such decision within the Due Diligence Period, this Agreement shall be null and void, the Deposit, and any Extension Deposit (as hereinafter defined), shall promptly be returned to Buyer and neither party shall have any further rights or obligations under this Agreement, except for those that expressly survive termination. Buyer's failure to object within the Due Diligence Period shall be deemed a waiver by Buyer of the conditions contained in this Section 9(A).
  - B It shall also be a condition to Buyer's obligation to close that on or before December 31, 2019 the Property shall have been approved to permit the construction of approximately 93 apartments and related uses. Buyer and Seller shall use good faith efforts to obtain such approvals, which shall include, but not be limited to, site plan approval and subdivision of the Property from Seller's overall parcel. In the event that such approvals are not obtained prior to Closing, Buyer may terminate this Agreement upon written notice to Seller in which event this Agreement shall be null and void, the Deposit, and any Extension Deposit

(as hereinafter defined), shall promptly be returned to Buyer and neither party shall have any rights or obligations under this Agreement except for those that expressly survive termination.

- C It shall also be a condition to Buyer's obligation to close that on or before December 31, 2019 Buyer shall have obtained one or more financing commitment(s) which are sufficient in the reasonable judgment of the Buyer to purchase the Property and to construct approximately 93 apartments and related improvements, which such financing commitments may include, without limitation, tax-exempt bond financing, construction loan financing, soft financing and low income housing tax credits (collectively, the "Commitment"). In the event that the Commitment is not obtained prior to Closing, Buyer may choose to waive the condition or to terminate this Agreement upon written notice to Seller in which event this Agreement shall be null and void, the Deposit, and any Extension Deposit (as hereinafter defined), shall promptly be returned to Buyer and neither party shall have any rights or obligations under this Agreement except for those that expressly survive termination.
- D It shall also be a condition to Buyer's obligation to close that on or before December 31, 2019, the Seller shall have obtained all approvals for and carried out the installation, at Seller's expense, of all necessary servicing utilities to the property, including sewer, water, electric, and an access road from Route 434. In the event that such approvals are not obtained and installation of such servicing utilities is not carried out prior to Closing, Buyer may terminate this Agreement upon written notice to Seller in which event this Agreement shall be null and void, the Deposit, and any Extension Deposit (as hereinafter defined), shall promptly be returned to Buyer and neither party shall have any rights or obligations under this Agreement except for those that expressly survive termination.

10. CLOSING DATE.

The Closing shall occur at a time agreed to by Seller and Buyer within thirty (30) days after a written request for Closing by Buyer, but in no event later than December 31, 2019 (the "Closing" or "Closing Date") at the Seller's office, or at such other time and place as may be mutually agreed upon. The Buyer shall have the right to extend the closing date for two 6-month periods; provided that the Buyer is working diligently to obtain a Commitment and provided further that the Buyer delivers an additional sum of \$3,800 to the Escrow Agent for each 6-month extension, (collectively, the "Extension Deposit").

11. POSSESSION. Buyer shall have possession and occupancy of the Property from and after the date of delivery of the deed, subject only to matters herein provided for.
12. BROKER'S COMMISSION. Buyer and Seller represent that they did not employ any broker in connection with the negotiations leading to this Agreement.
13. ENVIRONMENTAL CERTIFICATION. By acceptance of this Agreement, the Seller represents, warrants, and certifies to Buyer that it has no knowledge of any violation, and has received no notice of any violation of any applicable Environmental Laws (below defined). To the best of Seller's knowledge, Seller has not, nor has any other person, used, generated, stored, dumped, released, buried, dispersed or emitted

any Hazardous Substance on the Property in violation of Environmental Laws, nor is there a violation of any Environmental Laws with respect to the current use of the Property. "Environmental Laws" shall mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, and orders with respect thereto. "Hazardous Substance" means, without limitation, any flammable, explosive or radioactive material, polychlorinated biphenyl, petroleum or petroleum product, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Appendix Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other Environmental Law and the regulations promulgated thereunder applicable on the effective date of this Agreement. From the date of acceptance hereof to and including the date of Closing, the Seller shall immediately provide Buyer with a copy of any notice, citation, complaint or other directive from any person, entity or governmental authority whereby the Seller's compliance with Environmental Laws is called into question, and immediately notify Buyer of any new information or other developments which could tend to supplement or modify the information contained herein.

14. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as of the date hereof and as of Closing, that:
- A Seller currently has good and marketable fee simple title to the Property.
  - B This Agreement has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.
  - C There is no litigation, proceeding or investigation pending, or to the knowledge of Seller threatened, against or affecting Seller or the Property that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of the Seller.
  - D Neither the entry into this Agreement, nor the carrying out of the transactions contemplated herein has resulted or will result in any violation of, or be in conflict with, or result in the creation of, any mortgage, lien, encumbrance or charge (other than those contemplated hereby) upon any of the properties or assets of Seller pursuant to, or constitute a default under, any certificate of incorporation, by-law, partnership agreement, or mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to Seller or the Property.
  - E To the best of Seller's actual knowledge, no consent or approval by, or authorization of, or filing, registration or qualification with, any federal, state or local governmental authority, bureau, department or agency, or any corporation,

person or other entity is required as of the Closing either for the execution, delivery or performance of this Agreement by Seller, or in connection with the consummation by Seller of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, filings, registrations or qualifications as have been obtained by Seller as of the date hereof and disclosed and accepted by Buyer.

The representations and warranties of Seller contained in this Agreement or other instruments furnished to Buyer at or prior to Closing pursuant to this Agreement, or in connection with the transactions contemplated by Seller pursuant to this Agreement, to Seller's actual knowledge: (i) do not contain any untrue statements of a material fact; or (ii) fail to state a material fact necessary to make it not misleading.

The representations and warranties contained herein shall survive delivery and recording of the deed and shall not merge therein.

Seller acknowledges that each of the representations made by it in this paragraph 14 and elsewhere in this Agreement is material to Buyer hereunder. As to any representation or warranty set forth herein, Seller shall indemnify, defend and hold Buyer safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and disbursements at both trial and appellate levels, suffered, paid or incurred by, or asserted against Buyer, directly or indirectly, whether foreseen or unforeseen, and whether for personal injury or death or for property damage or otherwise by reason of Seller's breach of any warranty or obligation under this Agreement or if any representation of Seller in this Agreement is wholly or partially untrue.

15. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as of the date hereof and as of the Closing:

- A Buyer is and will be as of the date of Closing duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to enter into and carry out this Agreement according to its terms.
- B There is no litigation, proceeding or investigation pending, or to the knowledge of Buyer threatened, against or affecting Buyer or the partners of Buyer that might affect or relate to the validity of this Agreement or any action taken or to be taken pursuant hereto, or that might have a material adverse effect on the business or operations of the Buyer.
- C Neither the entry into this Agreement, nor the carrying out of the transactions contemplated herein has resulted or will result in any violation of, or be in conflict with, or result in the creation of, any mortgage, lien, encumbrance or charge (other than those contemplated hereby) upon any of the properties or assets of Buyer pursuant to, or constitute a default under, any certificate of incorporation, by-law, partnership agreement, or mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to Buyer.

D to the best of Buyer's actual knowledge, no consent or approval by, or authorization of, or filing, registration or qualification with, any federal, state or local governmental authority, bureau, department or agency, or any corporation, person or other entity is required as of the Closing either for the execution, delivery or performance of this Agreement by Buyer, or in connection with the consummation by Buyer of the transactions contemplated by this Agreement, except for such consents, approvals, authorizations, filings, registrations or qualifications as have been obtained by Buyer as of the date hereof and disclosed and accepted by Seller.

The representations and warranties of Buyer contained in this Agreement or other instruments furnished to Seller at or prior to Closing pursuant to this Agreement, or in connection with the transactions contemplated by Buyer pursuant to this Agreement, to Buyer's actual knowledge: (i) do not contain any untrue statements of a material fact; or (ii) fail to state a material fact necessary to make it not misleading.

The representations and warranties contained herein shall survive delivery and recording of the deed and shall not merge therein.

Buyer acknowledges that each of the representations made by it in this paragraph 15 and elsewhere in this Agreement is material to Seller hereunder. As to any representation or warranty set forth herein, Buyer shall indemnify, defend and hold Seller safe and harmless from and against any and all loss, damage, claim, counterclaim, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and disbursements at both trial and appellate levels, suffered, paid or incurred by, or asserted against Seller, directly or indirectly, whether foreseen or unforeseen, and whether for personal injury or death or for property damage or otherwise by reason of Buyer's breach of any warranty or obligation under this Agreement or if any representation of Buyer in this Agreement is wholly or partially untrue.

16. ASSIGNMENT. This Agreement and all rights of Buyer hereunder, may be assigned to any affiliate of Buyer without Seller's prior consent. Any other assignment by Buyer shall require the Seller's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Buyer shall not relieve Buyer of any obligation created by this Agreement.
19. NOTICE. All notices given pursuant to any provisions of this Agreement shall be in writing and shall be effective only if delivered personally, or sent by registered or certified mail, postage prepaid, sent by a national over-night carrier, or by telecopy with confirmation of receipt, to the addresses set forth below:

To Buyer:

Home Leasing, LLC  
180 Clinton Square  
Rochester, NY 14604  
Attn: Catherine Sperrick, Vice Chairman

With a copy to:

Cannon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500

Buffalo, NY 14210  
Attn: Steven J. Weiss, Esq.

To Seller: Tioga County Industrial Development Agency  
56 Main Street  
Owego, NY 13827  
Attn:

With a copy to: Joseph B. Meagher, Esq.  
Thomas, Collison & Meagher  
1201 Monroe Street  
P.O. Box 329  
Endicott, New York 13761-0329

20. APPLICABLE LAW. This Agreement shall be construed and governed in accordance with the laws of the State of New York without giving effect to conflicts of laws.
21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any and all prior understandings or agreements, whether written or oral, are hereby merged into this Agreement. This Agreement cannot be modified except by a written instrument signed by the parties hereto.
22. BINDING AGREEMENT. This Agreement shall not be binding or effective until properly executed by Buyer and Seller.
23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement with the same effect as if both of the parties had signed the same signature page.

(NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS)



IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed as of the day and date first above written.

WITNESS

Home Leasing, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name: Nelson Leenhouts  
Title: CEO

WITNESS

Tioga County Industrial Development Agency

\_\_\_\_\_

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

**EXHIBIT A**

**Legal Description of Property**

EXHIBIT B  
Permitted Exceptions

EXHIBIT C  
Escrow Agreement

**SOURCES AND USES**Owego II  
1/18/2019

1. SITE ACQUISITION	635,400	
2. RESIDENTIAL CONSTRUCTION COST	16,381,074	
3. PROFESSIONAL SERVICES		
A. Architecture	400,000	
B. Engineering	60,000	
C. Survey & soils	15,000	
D. Legal fees	125,000	
E. Accounting	15,000	
F. Appraisal	20,000	
G. Environmental audit	30,000	
H. Miscellaneous	120,000	
Subtotal		785,000
4. CARRYING & FINANCING CHARGES		
A. Real estate tax	50,000	
B. Financing fees	1,561,470	
C. Construction interest	718,413	
D. Insurance	60,000	
E. Title & recording	100,000	
G. Administrative fees	25,000	
Subtotal		2,514,882
5. ESTIMATED DEVELOPMENT COST		<b>20,316,356</b>
6. CONSTRUCTION CONTINGENCY	819,054	
7. DEVELOPMENT FEE	2,523,541	
8. WORKING CAPITAL	140,000	
9. RESERVES	209,447	
10. TOTAL PROJECT COST		<b>24,008,398</b>
CONSTRUCTION-PERIOD SOURCES		
Long Bonds	2,100,000	
Short Bonds	9,905,000	
HFA NCP	2,807,704	
HFA MIHP	855,000	
HFA HWF	2,186,061	
Investor Equity	4,482,239	
Deferred Expenses	284,447	
Deferred dev. fee	1,387,948	
TOTAL CONSTRUCTION SOURCES		<b>24,008,398</b>
PERMANENT SOURCES		
Tax-exempt Bonds	2,100,000	
HFA NCP	7,885,000	
HFA MIHP	950,000	
HFA HWF	2,428,956	
NYSERDA	83,700	
Investor Equity	9,960,531	
Deferred dev. fee	600,210	
TOTAL PERMANENT SOURCES		<b>24,008,398</b>

# OUR COMMUNITIES

## NY

Centerville Court Apartments—North Syracuse  
Charlotte Square at the East End—Rochester  
Charlotte Square Townhomes—Rochester  
Clinton Ave Apartments—Albany  
College Greene—North Chili  
Eastgate Apartments—Elmira  
Eastman Gardens—Rochester  
Farmington Gardens—Farmington  
Farmington Gardens II—Farmington  
Frederick Douglass Apartments—Rochester  
The Gardens—Macedon  
The Gardens at Town Center—Greece  
Heritage Gardens—Henrietta  
Kibler Senior Apartments—Tonawanda  
Lincoln Gardens—Hornell  
Muldoon Gardens—Waverly  
Oak Creek Town Homes—Auburn  
Ogden Gardens—Ogden  
Owego Gardens—Owego  
Voters Block Apartments—Rochester  
Warfield Square—Rochester

## PA

Bartlett Gardens—Cambridge Springs  
Union House Apartments—Lykens

## MD

Glenwood Gardens—Essex





# **TIOGA INFORMATION TECHNOLOGY AND COMMUNICATION SERVICES**

## **MASTER SERVICE AGREEMENT**

This Agreement is entered into between Tioga County (Hereinafter County) having its principal offices at 56 Main Street, Owego New York 13827 and Tioga County Industrial Development Agency with its principal office at 56 Main Street, Owego, NY 13827, to describe their relationship and obligations regarding Information Technology and Communication services.

### ***Summary of Services:***

The Tioga County Department of Information Technology and Communication Services (ITCS) provides a range of computer, technology and communication services to Tioga County. The County has developed a catalog of such services which could be extended to other Tioga County Towns, Villages and entities as part of an initiative to identify areas where municipalities might share services. These services are generally those involved in providing and maintaining municipal computer and phone infrastructure such as deploying and supporting personal computers, maintaining software licensing, providing help desk support, operating network servers, and managing device connectivity such as Voice over IP telephone networks, email services and internet network access. Towns, Villages, and entities within Tioga may choose to engage the County to provide some or all of these services. The County will then extend services to the entity to the same extent that such services are provided to the County and as further detailed in this agreement and the accompanying catalogue of services.

### ***Term of Agreement and Modifications:***

This service agreement is for an initial term of two years commencing upon the date the agreement has been duly authorized and signed by both parties. The commencement date is January 1, 2019. This initial term may thereafter be extended for additional two year terms by mutual agreement of both the County and Entity memorialized in writing.

The parties intend for this agreement to be periodically amended for the purpose of updating the schedule of services by substituting a new catalog of services and fees for the old. New schedules will be signed and dated by the County and the entity and will become effective as of that date with charges accruing or terminating when the County is able to commence or cease providing service as applicable. The parties will identify to the other any individuals authorized to request service changes and enter into a new schedule of services. Any service changes which bring the agreement outside of the entity's not-to-exceed limitations must be duly authorized by the entity.

If Tioga County ITCS finds it necessary to alter this agreement it will notify the entity thirty (30) days in advance. This includes but is not limited to the need to alter fees, change network, OS



and equipment availability, altered staffing levels and the County no longer being able or willing to provide the service.

***Termination:***

Either party may terminate this Agreement prior to the end of a Term upon the occurrence of any of the following circumstances: (a) for convenience without cause by either party upon 90 days written notice to the other; (b) the breach by the other party of any material term or condition contained herein and the failure to cure such breach within fifteen (15) days of receipt of written notice of such breach, or the commencement of a good faith effort to cure if such breach cannot be cured within fifteen (15) days; (c) failure to pay any amount due within forty five (45) days of the applicable Due Date; (d) the formal dissolution of either party to this Agreement; or (e) upon any change in any law or regulation or any finding which makes this Agreement illegal under state or federal law; (f) upon a rate increase as detailed below.

***Fees, Equipment and Payments:***

(a) Recurring Fees: The County will calculate for each entity the additional costs involved in providing the services selected. This will include the cost for all necessary equipment and connectivity for the services selected. The County understands the budgetary limitations involved in municipal work and will make its best efforts to maintain the costs over each term. Nonetheless, the parties understand and agree that the County is not intending to subsidize the entity's IT services and should the County need to modify the fees during a term, including for expenses and charges beyond its control, it shall do so giving thirty (30) days' written notice. The Entity may then elect to terminate this agreement by giving advance written notice to the County within thirty (30) days following receipt of the notice of fee increase, which termination shall be effective on the thirtieth day following such notice or the proposed effective date of the fee increase, whichever is later. (b) Non-recurring Fees: There may occasionally be expenses for services or equipment which are outside of the normal equipment and services which the County provides including peripheral equipment and facilities updates involved in establishing service on the entity's premises and optimizing its function. Such expenses will first be approved by the *Entity* point of contact and, if needed, by the entity's normal expense approval process, prior to purchase and will be added to the monthly invoice if not directly paid for by the *Entity*. *Entity* will be responsible for any trunk and broadband connection costs and fees whether through local dark fiber providers or other internet and telephony service provider. In cases of disasters due to "acts of god" or other intervening events such as destruction by fire or structural collapse which damage the equipment, Tioga County ITCS is not financially responsible for the replacement of components or time and materials associated with this agreement. (c) Billing: The County will bill the Entity annually for services to be rendered in the coming year using formulas outlined at the start of the term (d) Due Date: All payments of the recurring fees are due thirty (30) days from the date of the invoice (the "Due Date"). In the event any payments are not paid by the 45<sup>th</sup> day after the Due Date, Entity acknowledges that the County may interrupt or suspend the Services without any liability. (e)

Equipment title: Equipment and licenses purchased by the *Entity* in the course and through this agreement for the *Entity* shall remain its property after the termination of this agreement. This includes desktop and laptop computers, phone equipment, Wi-Fi and local routers included as part of the service fees. Equipment and licenses purchased by the County, including those incidentally used in providing services, shall remain County property.

***Responsibilities:***

**Tioga County ITCS:**

1. Will make every effort to maintain, support and provide access to the systems listed under the attached schedule of services for the Entity.
2. Will respond to service calls and requests for assistance in a timely fashion.
3. Will maintain the hardware, infrastructure and personnel needed to provide the services selected by the entity.

**Entity:**

1. Clearly identify to the County the chain of command for IT and service decisions and identify to the County individuals authorized to sign amended schedules for the Entity.
2. Provide Tioga County ITCS with telephone and e-mail contact information for persons who will act as the main points of contact. This person(s) must be available to work with Tioga County ITCS when necessary to help resolve any issues. If different, provide a contact for any emergency circumstances occurring during off hours.
3. Users and those with access to the County Network and Systems shall comply with all applicable federal, state, and local laws.
4. Anyone with access to the County Network and Systems shall also comply with the Tioga County IT Security policy.
5. Only supported/approved hardware and software will be used.
6. Consult with the County on any new expansion, upgrades, or changes in its software, computer, telephone or network systems. *Entity* acknowledges that considerable time and effort may be required to install and configure equipment purchased through other sources which is not compatible with existing hardware, software and/or County networks. In some cases, compatibility problems may not be resolved.
7. Agrees to maintain the space where any computer and network terminal spaces are located in an orderly manner and shall be responsible for the removal of trash, packing, cartons, etc. for the space.

8. Represents and warrants that it is the owner or legal custodian of the data transmitted to the County and through its network pursuant to the terms of this Agreement and that the entity has full authority, including, without limitation, under all export control and data protection laws and regulations of the United States and each country where the Data transmitted to the County is located, to transmit said Data and direct its disposition in accordance with the County's services and the terms of this Agreement. Entity agrees to fully indemnify and hold harmless the County, its employees, owners, officers, directors and agents for any and all liability, cost or expense (including litigation expenses and reasonable attorney's and paralegal's fees and costs, including such costs and fees on appeal, if any), arising out of the County's possession of Data. For purposes of this Agreement, "Data" means the electronic medical data of the Client or Client's customers stored on the County's servers.

9. Agrees to use reasonable security precautions in light of entity's use of the Services, including encrypting any personally identifiable information (as hereafter defined) transmitted to or from, or stored on, the County's servers or storage devices. Entity agrees to cooperate with the County's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. For purposes of this Agreement, "personally identifiable information" means (i) any information that identifies an individual, such as name, social security number or other government issued number, date of birth, address, telephone number, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and (iii) any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

***Performance Measurements:***

**Support and Maintenance:**

Tioga County ITCS will respond within one (1) business day to all problems associated with the services provided and will schedule a time to fix the problem based on its severity and impact to daily functions. Tioga County ITCS will provide Helpdesk support from 8:00am to 5:00pm Monday through Friday, excluding holidays.

- Windows 7 and 10 are the only supported desktop/laptop operating systems at the time this agreement is being executed. The County may update the list of supported operating systems during the term of the agreement on notice
- Failure to provide supported/approved hardware/software or tampering with County supported or provided hardware/software will void the service portion of this agreement and any support offered will be "best effort" only.

**Confidential Information:** (a) Each party will maintain ownership of their own information including for purposes of public access and Freedom of Information. Each parties' data will be considered its own record regardless of server location or method of transmission. The County will assist the Entity if requested in responding to informational requests including for email archives. (b) The County will disclose information if compelled pursuant to a legal proceeding or is otherwise prescribed by law.

**HIPAA Compliance:** The parties agree to comply with the applicable provisions of HIPAA, the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Standards"), the Electronic Transaction Standards (45 CFR Parts 160 and 162) the Security Standards (45 CFR Parts 160, 162 and 164), and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Public Law 111-05 and regulations promulgated thereafter. The parties agree to enter into a reasonable Business Associate Agreement to ensure compliance with HIPAA and the HITECH Act.

**Workmanship:** County Services shall be performed by qualified personnel in a manner consistent with good practice in the information technology services industry. The County does not promise that the Services will be uninterrupted, error-free, or completely secure. *Entity* acknowledges that there are risks inherent in Internet and digital connectivity that could result in the loss of its privacy, information, Data, and property.

**Unauthorized Access to Data or Use of the Services:** The County is not responsible to the *Entity* for unauthorized access to the Data or the unauthorized use of the services unless the unauthorized access or use results from the County's failure to meet its security obligations stated in the Agreement. *Entity* is responsible for the use of the services by any employees, contractors or consultants of Client, any person to whom the entity has given access to the services, and any person who gains access to the Data or the services as a result of Client's failure to use reasonable security precautions, even if such use was not authorized by Client.

**Indemnification:**

The Entity *and* County each agree as follows:

1. The Entity shall not be liable or financially responsible, in any way, for County hardware, software, peripherals, equipment, supplies, etc. located at County sites.
2. Likewise, the County shall not be liable or financially responsible, in any way for the Entity's hardware, software, peripheries, equipment, supplies, etc. located at Entity sites excepting the provision of hardware and services pursuant to this agreement.
3. The Entity shall defend, indemnify, and save and hold harmless the County and any of its officers, agents, and employees from and against any and all losses, claims, damages, costs, judgments, lawsuits, expenses, risks of loss or liability of whatever nature arising out of injuries to persons or property of whatever kind or nature as a

result of negligence on the part of the Entity as the County provides services pursuant to this agreement.

4. The County shall defend, indemnify, and save and hold harmless the Entity and any of its officers, members, agents, and employees from and against any and all losses, claims, damages, costs, judgments, lawsuits, expenses, risks of loss or liability of whatever nature arising out of injuries to persons or property of whatever kind or nature as a result of negligence on the part of the County as the County provides services pursuant to this agreement.

***Liability:***

In cases of disasters due to the "acts of god" or other Entity system or equipment failure, Tioga County ITCS is not financially responsible for the loss of data, replacement of components, or time and materials associated with this agreement.

Tioga County ITCS will make every effort to maintain and have the services available to the *Entity*, but is not financially responsible for any lost time due to system unavailability or outages.

***Included Attachments:***

- Shared Services Chargeback Formulas
- Catalog of County IT Services

Authorizations:

By signing below, the parties enter into full agreement. The signing Parties affirm that they are authorized agents for their respective agencies and are entitled to enter into such an agreement.

Tioga County

Entity

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:



## Tioga County ITCS – Catalog of Services

2/2018

*Provided as part of Shared Services Agreement – Must Check Services That Apply*

*Date Provided:*

*Signature:*

*County:*

*Municipality:*

Listed below is a general outline of the services that the County's ITCS department provides. In a shared services environment, these would potentially be a la carte service offerings that individual municipalities or entities could take and utilize from the County's catalog. Note that some services may need to be grouped for practical reasons (ie, to offer help desk, IT would need to also support all desktop PCs and servers.)

- General Help Desk services (M-f 8am – 6pm, call tree 24/7)** – Live person answering the phone and assisting with troubleshooting of issues and facilitating resolution as needed. Ticketing system for tracking issues and providing updates.
- Desktop PCs** – Management, deployment, configuration and support of desktop computer fleet (including laptops, tablets, or other access devices) on a network.
- Servers** – Maintenance and service of all required “server” (back-end) infrastructure to support operations.
- Telephone (VoIP)** – Implementation, management, and maintenance of all phone services.
- Wireless access points** – Secure wireless configuration and implementations.
- Digital Signage** – Inexpensive digital signage solutions for building directories, meeting notice boards, and other needs.
- Internet services** – Consolidated Internet service access to reduce costs.
- Email services** – Centralized email services, includes records-retention compliant archiving, etc.



- Copiers** – Negotiation of leases with vendors, management of copier fleet, etc.
- Printer** – Support for general use printers as needed.
- Faxing services** – The County has a sophisticated electronic faxing server that can be utilized, as well as supporting desktop fax machines, etc.
- Group software licensing maintenance:**
  - Windows
  - MS Office
  - Antivirus
  - Specialized applications
- Web site hosting** - Storage space for websites, support for services.
- Website design management** – The County has expertise in developing websites with external vendors.
- Graphics design support** – The County maintains external vendor relationships for discounted graphics design work, as well as being knowledgeable on management of this process.
- Business cards \ letterhead design** – Maintenance of electronic files for these key services. Can facilitate printing of any as needed.
- Security cameras** – Access to a comprehensive security camera solution with multi-user monitoring and high-resolution cameras.
- Cell phone services** – Management of cellular phone fleets and access to the County’s discounted volume service costs.
- Audio-visual implementation** – Expertise in setting up and maintaining sophisticated conferencing facilitates such as projectors, sound, etc.
- Geographic Information Services (GIS)** – The county maintains an office specializing in GIS services and tools that can be leveraged by municipalities in areas such as highway, etc.

## Tioga County Shared Services – Chargeback Formulas

The below are formulas used to calculate the shared service charges assessed to a municipality under the IT shared services program.

*Date Provided:*

*Signature:*

*County:*

*Municipality:*

*Help Desk:* General help desk support labor for computer and telephone systems.

**Help Desk Chargeback** = (Total IT Salaries + Fringe \* % of Total Supported) \* .33

Explanation: Take the total loaded IT salary cost, multiply it by the percentage of total supported employees the municipality represents, then take 1/3 of that number to arrive at the chargeback value.

*Telephone:* Direct costs for the municipality's telephony services.

**Maintenance Chargeback** = (Total Cost / Total Extensions) \* # of extensions at municipality

**Phone \ Internet Chargeback** = (Total Cost / Total Extensions) \* # of extensions at municipality

Explanation: Total per-extension telephone support is the cost of maintenance (warranty) and phone\Internet service charges, multiplied by the number of extensions provided to the municipality.

*Computer:* Direct costs for the computers used by employees.

**Desktop PC chargeback** = Cost of Replacement / 7

**Licensed Software chargeback** = Antivirus + Windows + Windows CAL + Addt'l Required Software

Explanation: Total computer charge is the cost of the PC, with a scheduled replacement every 7 years, plus the required licensed software.

*Servers:* Indirect shared infrastructure costs.

**Servers chargeback** = ((Licensing & maintenance for infrastructure / total employees) \* # of employees at municipality) / .33

Explanation: This cost captures expenses that are shared and not directly attributable to a specific device but are otherwise required for the network to function. That total is divided by the # of employees at a municipality and a municipality is charged 33% of that cost.



December 27, 2018

Mr. Ralph E. Kelsey  
Tioga County Industrial Development Agency  
56 Main Street  
Owego, NY 13827

Dear Mr. Kelsey:

We are pleased to confirm our understanding of the services we are to provide Tioga County Industrial Development Agency (the Agency) for the year ended December 31, 2018. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Agency as of and for the year ended December 31, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Agency's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Schedule of Cash and Cash Equivalents
- 2) Schedule of Investments Schedule
- 3) Schedule of Revolving Loans Receivable

432 North Franklin Street, #60  
Syracuse, New York 13204  
p (315) 476-4004  
f (315) 254-2384

[www.bonadio.com](http://www.bonadio.com)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Agency and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Agency's financial statements. Our report will be addressed to the Board of Directors of the Agency. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Agency is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

**Audit Procedures—General (Continued)**

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Agency in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

**Management Responsibilities (Continued)**

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

With regard to using the auditor's report, you understand you must obtain our prior written consent to reproduce our report in bond offerings, official statements, or other documents, if required under the bond requirements.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Agency; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bonadio & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bonadio & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Gregg H. Evans, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$12,500 for the audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. In the event certain circumstances, as listed in Appendix A, arise during the engagement, our agreed upon fees will be affected and additional fees may be assessed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Engagement Administration, Fees, and Other (Continued)**

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of attorneys' fees.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

We appreciate the opportunity to be of continued service to the Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BONADIO & CO., LLP



by:  
Gregg H. Evans, CPA  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of Tioga County Industrial Development Agency.

Officer signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Appendix A**

**Tioga County Development Agency  
Circumstances Affecting Timing and Fee Estimate  
Year Ended December 31, 2018**

The fee quoted for the audit is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at the Agency's request. Changes to the timing of the engagement usually requires reassignment of personnel used in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Bonadio & Co., LLP may incur significant unanticipated costs. The audit start date will be agreed upon with management.
2. All audit schedules are (a) not provided by the Agency on the date requested and agreed to with management, (b) not completed in an appropriate format or mathematically correct, or (c) not in agreement with the appropriate Agency records (e.g., general ledger accounts, source documents, confirmations).
3. If all requested information is not provided by the date requested, additional fees at standard hourly rates will be charged for all work performed after the scheduled fieldwork dates.
4. Weaknesses or significant changes in the internal control structure or systems.
5. Necessary changes to management prepared financial statements.
6. Significant new issues or changes as follows:
  - a. Significant new accounting issues that require an unusual amount of time to resolve,
  - b. Significant changes or transaction that occur prior to the issuance of our reports,
  - c. Significant changes in auditing requirements set by regulators.
7. Significant delays in the Agency's assistance in the engagement or delays in reconciling variances as requested by Bonadio & Co., LLP.
8. All invoices, contracts, or other documents, which we will identify for the Agency, are not located by the Agency's personnel or made ready for our easy access.
9. Significant level of proposed adjustments identified during our audit.
10. Changes in audit scope caused by events that are beyond our control.
11. Untimely payment of our invoices as they are rendered.
12. Delays in engagement continuance due to outside parties including attorneys and lending institutions.





8850 United Plaza Blvd., Ste. 1001 - Baton Rouge, LA 70809  
225-922-4600 Phone - 225-922-4611 Fax - pncpa.com

A Professional Accounting Corporation

### Report on the Firm's System of Quality Control

To the Partners of  
Bonadio & Co., LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended April 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act; audits of employee benefit plans, audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Bonadio & Co., LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended April 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bonadio & Co., LLP has received a peer review rating of *pass*.

*Postlethwaite & Notterville*

Baton Rouge, Louisiana  
October 30, 2017

C. Curtis Attendance Confirmation January 23 Board Member Webinar  
From: abo.sm.info <info@abo.ny.gov>  
Sent: Friday, January 25, 2019 10:57 AM  
To: Curtis, Christine  
Subject: [EXTERNAL] Attendance Confirmation: January 23 Board Member Webinar

Christine Curtis,

This will certify your attendance at the Public Authorities Board Member Training Webinar on January 23, 2019. This training satisfies the requirement that directors must participate in State approved training, as required by Section 2824 of Public Authorities Law, regarding their legal, fiduciary, financial and ethical responsibilities as a board member of an authority. Access to the webinar presentation is available here.

The ABO will now list you as completing the PAAA State approved board member training requirement. As a reminder, Section 2824 (2) of Public Authorities Law indicates that board members shall participate in continued training to remain informed of best practices, regulatory and statutory changes. As such, we recommend that board members attend training every three years or upon reappointment to a board.

If you sit on the board of any other public authority, you should notify them that you have met this training requirement. Please keep this email for your records.

Thank you,

NYS Authorities Budget Office  
1-800-560-1770  
www.abo.ny.gov

R. Kelsey Attendance Confirmation January 9 Board Member Webinar  
From: abo.sm.info <info@abo.ny.gov>  
Sent: Friday, January 11, 2019 11:11 AM  
To: kelsey372@gmail.com  
Cc: Curtis, Christine  
Subject: [EXTERNAL] Attendance Confirmation: January 9 Board Member Webinar

Ralph Kelsey,

This will certify your attendance at the Public Authorities Board Member Training Webinar on January 9, 2019. This training satisfies the requirement that directors must participate in State approved training, as required by Section 2824 of Public Authorities Law, regarding their legal, fiduciary, financial and ethical responsibilities as a board member of an authority. Access to the webinar presentation is available here.

The ABO will now list you as completing the PAAA State approved board member training requirement. As a reminder, Section 2824 (2) of Public Authorities Law indicates that board members shall participate in continued training to remain informed of best practices, regulatory and statutory changes. As such, we recommend that board members attend training every three years or upon reappointment to a board.

If you sit on the board of any other public authority, you should notify them that you have met this training requirement. Please keep this email for your records.

Thank you,

NYS Authorities Budget Office  
1-800-560-1770  
www.abo.ny.gov

# Mission

- ▶ Public Authorities Law requires public authorities to develop and adopt a mission statement
  - Boards should re-adopt mission statement annually and if changes, submit to ABO
  - Post and maintain on web site

The Tioga County Industrial Development Agency was created in 1970 as a public benefit corporation of the State of New York. The TCIDA's mission 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.

# Fiduciary Duty (continued)

- ▶ As a board member you should have already signed Acknowledgement of Fiduciary Duty (ABO Policy Guidance 10-01)
  - Mission – know and understand Authority’s purpose (it is the compass to determine best interest)
  - Deliberation – make an informed and independent decision....board members need to be engaged
  - Confidentiality – anything deemed to be confidential will not be shared with the public
  - Conflict of Interest – disclose conflicts or even the appearance of a conflict

EXTERNAL Authorities Budget Office Issues Report on IDAs' Monitoring of Sales Tax Exemptions  
From: abo.sm.info <info@abo.ny.gov>  
Sent: Tuesday, January 15, 2019 9:51 AM  
Subject: [EXTERNAL] Authorities Budget Office Issues Report on IDAs'  
Monitoring of Sales Tax  
Exemptions

The Authorities Budget Office (ABO) recently released a report on the sales tax monitoring operations of IDAs. The monitoring of sales tax exemptions provided to economic development projects is required after recent legislative changes over the past decade. The review was conducted to determine whether IDAs are effectively monitoring projects' use of sales tax exemptions approved by the IDA and whether they appropriately recapture sales tax exemptions claimed by project owners in excess of board approval. The review found that among the IDAs reviewed, most are not adequately monitoring sales tax exemptions, and that no actions were taken by the IDAs to recapture excess exemptions reported by projects until the ABO initiated a review. The review also identified improvements that should be made in IDA administrative practices, which includes ensuring the reliability of data reported.

For IDAs to effectively monitor a project's use of sales tax exemptions, every IDA should:

1. Include specific provisions in their recapture policies that address the recapture of sales and use tax exemptions claimed in excess of the amount authorized by the board of directors.
2. Ensure that board resolutions and project agreements include the amount of sales tax exemptions authorized by the board of directors.
3. Ensure that ST-60s are issued only for the amounts and time periods authorized by the board of directors.
4. Issue ST-60s to projects only after the board has formally approved the project, with effective dates that reflect the date approved.
5. Establish and follow procedures to monitor the reporting of sales and use tax exemptions by projects.
6. Ensure that they are collecting adequate and reliable sales and use tax exemption information from projects, including but not limited to signed and certified documents, such as the ST-340 submitted to the Tax Department.

EXTERNAL Authorities Budget Office Issues Report on IDAs' Monitoring of Sales Tax Exemptions

7. Recapture any sales and use tax exemptions claimed by projects in excess of the amount authorized by the board of directors and remit funds to the Tax Department.
8. File annual compliance reports (ST-62) with the Tax Department.

In addition, IDAs must post all project agreements and project resolutions on their web sites, in accordance with Section 875 (7) of General Municipal Law as well as the recently issued ABO regulation (19 NYCRR 250) and should ensure that all information reported in PARIS is complete and accurate.

The report is available on the ABO website at [www.abo.ny.gov](http://www.abo.ny.gov).